

COLLECTIVE BARGAINING AGREEMENT

Between

Montana Nurses Association

And

Deaconess Hospital Bozeman, Montana

On Behalf of MNA Local Unit #4

September 8, 2017

Through

May 1, 2019

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AGREEMENT

Deaconess Hospital, Bozeman, Montana (herein Hospital), and the Montana Nurses Association, (herein Association), have agreed as follows:

Article 1. RECOGNITION - SCOPE

- A) The Hospital hereby recognizes the Association as the exclusive bargaining agent representing all Registered Nurse employees in nursing service at its hospital in Bozeman Montana. Excluding all office, clerical, confidential employees, guards and supervisors as defined by the Labor Management Relations Act, and Administrative, executive and all other employees.

- B) It is the right, privilege and responsibility of the professional nurse through representation and clearly enunciated democratic means to raise a responsible voice in establishing mutually satisfactory conditions of employment. The parties hereto recognize the basic function of the Hospital is to provide care for the sick and injured and the basic purpose of the association is to advance standards of nursing practice to the end that better nursing care may be achieved

- C) Except as provided for in this Agreement, no Registered Nurse presently employed at the Hospital will receive a decrease in salary or a reduction of presently existing benefits.

- D) This contract comprises the full agreement between the parties hereto as to the matters herein contained. During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement, unless mutually agreed upon by the Hospital and Association. No pre-existing, concurrent or subsequent condition or agreement shall be effective to alter or modify any of the terms, covenants, or conditions herein contained unless such alterations or modifications shall be in writing between the Association and the Hospital.

- E) At the time of employment, a copy of this Agreement, provided by the Association, shall be given by the Hospital to each nurse. After a newly negotiated contract has been signed, the Association will provide contracts within 60 days for distribution by the hospital.

- F) For all hours scheduled in the bargaining unit, all non-management registered nurses shall be covered and work under the conditions of this contract.

- G) For the purpose of convenience, reference to the nurse in this Agreement will be s/he or her/him or her/his. Wherever "she" or "her" appears in the contract, this new language will apply. For the purpose of this Agreement the words "Nurse" and "Employee" are synonymous; each refers to a member of the bargaining unit.
- H) The Hospital agrees that it will abide by the provisions of all applicable Federal and State Laws and regulations regarding pregnancy and maternity leave.
- I) The Administration and the Association will endeavor to foster good relations between the Administration and the Nursing staff.

Article 2. ASSOCIATION MEMBERSHIP

- A) It shall be a condition of the continued employment with the Hospital that nurses covered by this Agreement shall become and remain members of the Association in good standing to the extent of paying the uniform Association membership dues by the ninetieth (90th) calendar day of their employment. Provided, there are three (3) exceptions to the requirements above.

Exceptions apply to:

1. All nurses employed by the Hospital who are members of the Association must continue their membership. Provided, such exemption will be waived by the nurse agreeing to join the Association.
 2. Casual nurses are exempt. Provided, if a casual nurse's status is changed by the Hospital, the nurse will be subject to the requirement of A) above except that the ninety (90) day requirement shall become thirty (30) days.
 3. Any nurse covered by this agreement who can document sincere religious belief in a religion which historically has held objection to any participation either financial or by membership in a professional association or labor organization will be held in compliance with this article provided the nurse indicated in writing to the Association such objection within 90 days of hire with a position or within 30 days of casual call status change. Such nurse will be requested to present proof of having contributed an amount equivalent to annual dues, initiation or service fees to any non-religious charitable organization of the nurse's choice.
- B) Should the Association notify the Hospital in writing that any nurse has failed to comply with the requirements in subparagraph A) above, it shall be obligatory upon the Hospital to terminate such nurse not later than thirty (30) days after written notice to the Hospital. The Association agrees to indemnify and save the Hospital harmless against any and all demands, claims, suits, orders or judgments or other forms of liability that shall arise out of, or result from action taken by the Hospital under these provisions.

C) Lists

Quarterly the Hospital will provide the Association and the chairperson of the local unit a master list of all nurses employed by the Hospital. Such list shall include: name, classification, address, phone, most recent date of hire, current FTE held, or on leave from, base wage, total life service hours from the most recent date of hire, and position number. On or before the tenth (10th) of each month, the Hospital will email the Association and the chairperson or designee of the local unit or designee, a summary report of status change information of all unit employees during the preceding month. Said status change report shall include name, classification, address, phone, current FTE held or on leave from, base wage, position number and the date which these changes including the date of hire or termination took effect; address and phone number changes will be included when applicable. For new employees, the employee's address will also be included.

D) Dues Deduction

The Hospital, during the term of this agreement, agrees to deduct each month Association dues (excluding initiation fees, fines and assessments) from the pay of nurses who have authorized such deductions in writing. Authorization once filed shall be irrevocable for a period of one year from the date of the signature and such authorization shall be automatically renewed for a period of one year unless a written notice of revocation is given by the nurse or unless the term of the collective bargaining agreement has expired.

It is the Association's responsibility to provide nurses with the authorization form and to provide nurses with the information regarding the option to voluntarily withhold wages. The Hospital shall mail the Association the dues deduction within 5 days of the nurses' bi-weekly pay date.

The Association and each member authorizing the assignment of wages for the payment of dues hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits, and other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such employee.

This hold harmless clause includes an agreement to pay reasonable attorneys' fees that may be associated with a dispute between the hospital, nurse and/or Association regarding the validity of a voluntary dues deduction authorization.

Article 3. EMPLOYEE STATUS

This contract shall cover temporary, casual, probationary, regular full-time, and regular part-time nurses as defined as follows:

A nurses' year of employment shall be the anniversary of the nurses' date of hire.

- A) Probation: The probationary period for all nurses will be four months provided, the Hospital shall have the right to extend the probationary period to six (6) months, based upon the nurses' performance.
- B) Full-Time: A nurse holding a position of 72 hours or greater per pay-period or a nurse holding a position of 64 hours or greater a pay-period with a scheduled call expectation of no less than one night a pay-period and one weekend a month. Call expectation will be dependent on department of work and bid position.
- C) Part-time: A nurse holding a position between 32 hours and 72 hours per pay-period or between 72 hours and 24 hours with a scheduled call expectation of no less than one night a pay-period and one weekend a month. Call expectation will be dependent on department of work and bid position.
- D) Temporary Position Nurse: A nurse who works for a specific period of time to temporarily fill a position. Nurses awarded a temporary position shall not terminate their previous position. Nurses who take temporary positions that qualify them as full time or part time nurses will be eligible for health insurance.
- E) Casual Nurses: A casual nurse shall be defined as one who works on an on-call basis and who is not regularly scheduled. Casual Call Nurses will be paid 5% above their base wage for any hours worked along with any applicable differentials/premium pay as noted in the grid in Appendix A. Casual Call nurses are also eligible to participate in the earned time benefits.

Utilization of Casual Call nurses shall be governed by the Casual Staff Guidelines established by the Hospital. If the Hospital makes changes in said Guidelines that establish significant changes in working conditions for such nurses, the Hospital will meet with the Association via Professional Conference Committee to allow for dialog about these proposed changes and allow the Association to communicate with those nurses involved about the proposed changes.

- F) Seasonal Nurses: A Seasonal Nurse shall be a Casual Call Nurse that maintains his/her position, life service hours, base wage of pay, differentials and other accrued benefits though does not have continuous year round employment at DH.
- G) Charge Nurses: A Charge Nurse is a nurse who fulfills the role as defined by DH for each individual department and shifts in which Charge Nurse exists now or in the future. Charge Nurses shall receive a differential per hour when fulfilling the role as Charge Nurse (see Appendix B).

H) Preceptors: A Preceptor shall be defined as a Nurse that is assigned to assist in the orientation process of newly hired Nurses. These nurses shall be active in the establishment of the orientation process for their individual departments. Nurse preceptors will be paid a differential for each hour worked while working as a preceptor (see Appendix B).

I) Certified Nurses:

The following certifications are recognized by the Hospital for certification pay:

Certification	Descriptor	Certifying Organization
CEN	Certified Emergency Nurse	ENA
CCRN	Critical Care Registered Nurse	AACN
PCCN	Progressive Care Certified Nurse	AACN
RN-BC (Medical)	Certified Medical-Surgical Nursing	ANCC
RN-BC (Surgical)	Certified Medical-Surgical Nursing	ANCC
RN-BC (Pediatrics)	Certified Pediatric Nursing	ANCC
RN-BC (Gerontology)	Certified Gerontology Nurse	ANCC
RN-BC (Pain Management)	Certified Pain Management Nurse	ANCC
RN-BC (Cardiac Rehab)	Certified Cardiac Rehab Nurse	ANCC
RNC – OB	Certified Inpatient Obstetric Nursing	NCC
CRNI	Certified Infusion Nurse	INCC
ONC	Certified Orthopedic Nurse	ONCB
OCN	Oncology Certified Nurse	ONCC
CPON	Certified Pediatric Oncology Nurse	ONCC
CPN	Certified Pediatric Nurse	ANCC
RNC - NIC	Certified Neonatal Intensive Care	ANCC
RNC – MNN	Certified Maternal/Newborn Nursing	ANCC
COCN	Certified Ostomy Care Nurse	ANCC
CWCN	Certified Wound Care Nurse	WCC
CNOR	Certified Operating Room Nurse	CCI
CPAN	Certified Post Anesthesia Nurse	ABPANC
CAPA	Certified Perioperative Nurse	CNOR

CRN	Certified Radiology Nurse	RNCB
CGRN	Certified Gastroenterology Nurse	ABCGN
<u>RNC-LRN</u>	<u>Certified Low Risk Neonatal Nurse</u>	<u>NCC</u>
<u>CMSRN</u>	<u>Certified Medical-Surgical</u>	<u>MSNCB</u>
<u>CWCN</u>	<u>Certified Wound Care Nurse</u>	<u>WOCNCB</u>
<u>CPEN</u>	<u>Certified Pediatric Emergency Nurse</u>	<u>BCEN</u>

Certifications not specified in the above list shall be evaluated jointly in professional conference committee.

Certifications not listed above but recognized on December 1, 2014 will be grandfathered: CLC, IBCLC, RCIS and nurses holding Masters Degrees. If the RN holding a CLC, IBCLC, or RCIS allows it to expire, they are no longer eligible to receive certification pay.

Certified nurses whose primary job assignment is in an area of his or her specialty shall receive a differential for productive hours (see Appendix B) when working in an area associated with their advanced education. Certified nurses who do not hold a primary position in his or her area of specialty, but who float to an area of his or her specialty will receive a differential for productive hours worked during that shift.

When a nurse certifies or re-certifies their recognized National certification, they will present the relevant documentation to the HR Department. If a nurse fails to present relevant documentation to the HR Department within thirty (30) days of noted expiration, certification pay shall cease. Certification pay will begin on the first pay period following notification with relevant documentation to the HR Department. Nurses may opt to use their education bank hours when taking the professional nursing exams.

- J) Float Nurses: Float Nurses are Nurses that have voluntarily agreed to be oriented to other departments within the Hospital in addition to their home department, in order to assist these other departments in times of heavy patient loads, mini disasters, vacation coverage, LOA coverage and low census.

- K) Nurses Who Join Positions: Nurses who hold more than one (1) regularly scheduled part-time position shall have a status of the part-time positions added together. A nurse may hold no more than one (1) part-time position requiring weekend rotation unless agreed by mutual consent, thereby waiving the extra weekend premium pay for regularly scheduled shifts.

- L) Job Share: The Job Share Language Policy and letter of agreement is located in Appendix B of this agreement.

Article 4. PROFESSIONAL RESPONSIBILITIES

- A) The Hospital will not require an RN to function in a position or perform tasks that the nurse has not been oriented to perform. Registered Nurses covered by this Agreement will not be required to participate in any activity that is illegal or is generally accepted as being unethical per the ANA Code for Nurses. The nurse will make every effort to get the situation corrected through the chain of command. Should corrective action be impossible through the chain of command, the nurse may refuse to participate in the illegal or unethical act pending action by the Hospital and have full recourse through the grievance procedure, provided however, that nothing herein shall be construed to permit a nurse to interfere with or obstruct the administration of the procedure or treatment to which objection is made.
- B) The nurse shall act to safeguard the patient when the patient's care and safety are affected. To that end the nurse assumes an obligation to report, through the proper channels, facts known to the nurse regarding the incompetent, unethical or illegal practice of any licensed health care professional.
- C) "Dress code" - The Hospital reserves the right to determine the appropriateness of the style of uniforms or grooming.
- D) The Hospital promotes safe and effective nursing practice in the interest of protecting public health and welfare. The Hospital recognizes the professional responsibility of nurses to accept or decline overtime assignments based on their self-assessment of ability to provide safe care.

Article 5. PROFESSIONAL RIGHTS

- A) The professional nurse will not be required to accept a temporary or permanent assignment to an area or department where a nurse has not been oriented to work.

B) Floating

Floating occurs when a nurse leaves his or her clinical area to assist in another area of the hospital. Nurses who hold a secondary position in an area are not considered to be floating when working in their secondary department.

All nurses will be expected to float to other departments within the Hospital to assist with patient care in times of disaster, high census, LOA coverage, sick calls and/or other emergent situations. No nurse will be expected to take a patient assignment if he or she has not been oriented to the area.

The Floated Nurse will not replace core staff when low census call is required unless the core staff nurse agrees to take low census and allows the Floated Nurse to work in place of him/her. The Float Nurse will have the opportunity to select the departments they would like to be oriented to. Each nurse will receive adequate orientation so that they are comfortable in taking a full patient load in every department they could be floated to.

The Floated Nurse who takes a patient assignment will receive their regular pay plus appropriate differentials in addition to a Floating differential each hour worked in a floating situation (see Appendix B). Nurses employed over fifteen (15) years at DH may opt out of floating, unless there is no other nurse to float, then a patient load is not required.

- C) For the protection of patients, nurses, and the Hospital, nurses must have adequate orientation before assignment to active participation on a nursing team. The Hospital shall be responsible for seeing that adequate orientation is provided before assignment to a nursing position or a position on a nursing team. The Hospital shall determine the extent and content of orientation based upon the nurses' prior training, experience and demonstration of acquired skills and knowledge.
- D) As a general rule, the Hospital will employ other personnel to clean patient units; transport drugs, equipment, and patients; pick up lab slips, and clean and sterilize equipment. However, there may be occasional situations, which require nurses to complete "non-nursing" tasks. The Nurse Manager or house supervisor will determine when exceptions are necessary.
- E) If a nurse wishes to raise a matter relating to a particular staffing situation, he/she may do so by first verbally contacting the Nurse Manager or designee, and if necessary, may take the situation to the next person in the chain of command, including to the President/CEO. The Hospital's staffing system or the implementation thereof shall be a proper subject for review, discussion, and written recommendation by the Professional Conference Committee to the Hospital. The CEO shall respond through the Professional Conference Committee. This shall not be an appropriate subject for grievance and arbitration hereunder.

Article 6. MANAGEMENT RIGHTS

Except as abridged by this Agreement, the Hospital has the exclusive duty and right to manage the Hospital to determine the quality and quantity of patient care, to manage the business and to schedule work, including but not limited to, the sole right to the following:

- A) Hire, discipline, discharge, layoff, assign, promote and evaluate employee performance, and to determine or change the starting and quitting time and number of hours worked.
- B) Promulgate rules and regulations.
- C) Assign duties to the work force.
- D) Reorganize, discontinue, or enlarge any department or division.
- E) Transfer employees within departments or to other departments, to other classifications, and to other shifts.
- F) Introduce new or improved methods or facilities.
- G) Reclassify positions and carry out the ordinary and customary functions of management whether or not possessed or exercised by the hospital prior to the execution of this Agreement, SUBJECT ONLY to the restrictions and regulations governing the exercise of these rights as are expressly provided in this Agreement.
- H) The Association, on behalf of its members, agrees to cooperate with the Hospital to attain and maintain full efficiency and maximum patient care. The Hospital recognizes and agrees to receive and consider constructive suggestions submitted through the Professional Conference Committee toward these objections.
- I) In the event economic or practical considerations justify the contracting out of any of its operations, the Hospital agrees to notify the Association sixty (60) days prior to the date the contract becomes effective, of the nature of the work to be so contracted, the number of employees affected and the name and address of the contractor. The Hospital agrees to meet and discuss with the Association the impact of any such subcontract. The Hospital further agrees to use its utmost influence to see that the contractor hires those employees affected by the contracting. If as a result of subcontracting an individual member of the bargaining unit is displaced from his/her position, and if there is no other vacant position available for which the employee is qualified, then said employee shall be entitled to exercise his/her bargaining unit seniority, (Based upon 14B) for the purpose of bidding to the position held by the least senior bargaining employee in a department or unit for which the bidding employee is qualified.

Article 7. CONDITIONS OF EMPLOYMENT - HOURS OF WORK

- A) Payday shall be every two (2) weeks.
- B) The pay period shall consist of fourteen (14) days beginning at 7:00 a.m. on Sunday and ending at 7:00 a.m. on the second following Sunday.
- C) Any shift worked between 1900 Friday through 0700 Monday shall qualify as a shift fulfilling weekend obligations. See appendix B for shift differential pay.
- D) Shift definition of name or starting time may be changed by mutual agreement between the Hospital and individual nurse as needed per individual departments.
- E) Each nurse shall have an established position description to include shift definition of nurse, hours of work, start and end time; it shall be considered his/her bid card. A position description, once established and filled by a nurse may not be changed except upon mutual agreement. A copy of all position descriptions a nurse has been granted or said changes made to positions descriptions will be kept in each individual's employee file.
- F) Each shift with 5 or greater actual hours worked shall include a thirty (30) minute non-paid meal break at a reasonable point during the shift, which break shall be considered off-duty time Any nurse leaving the premises shall record the same by use of the time clock or time card. With the approval of the Nurse Manager or House Supervisor, pay will be added for one-half (1/2) hour per shift for employees who, due to floor conditions, miss their one-half hour meal break.
- G) There shall be no scheduled split shifts.
- H) All nurses on 8 hour shifts shall have a 15-minute break for each four (4) hours worked, workload allows. All nurses on 10 and 12 hour shifts shall have two (2) fifteen (15) minute breaks when workload allows.
- I) If a nurse is scheduled to work every other weekend and is asked by the hospital to work their weekend off (full weekend) he or she will receive time and one-half if he or she works an additional full weekend. Casual call staff who work 2 full weekends in a row shall be paid time and one- half for the second full weekend.
- J) Rest Periods and Associated Premium Pays
 1. A regular part-time or regular full-time nurse working seven (7) consecutive days cannot be scheduled for another forty-seven (47) hours. Each nurse shall have an unbroken rest period of at least eleven (11) hours between shifts and at least twenty-four (24) hours between shifts when a nurse is off a single day.
 2. Regular full-time or regular part-time nurses will not be assigned more than two (2) different shifts within any scheduled workweek. Regular full-time nurses scheduled on a night shift may not be rotated in any one scheduled workweek.

3. The provisions of 7.J)1) and 7.J)2) may be altered by mutual agreement in writing between the Hospital and the nurse.
 4. Double Backs: In non-callback hour situations
 - a. A double back for 8 and 10 hour nurses occurs when a nurse is scheduled or asked by the hospital to return to work with less than an 11 hour rest period between shifts that were scheduled by the hospital. If a nurse has elected to change a shift that may result in a double back this language does not apply.
 - b. A double back for 12 hour nurses occurs when a nurse is scheduled or asked by the hospital to return to work with less than a 10 hour rest period between shifts that were scheduled by the hospital. If a nurse has elected to change a shift that may result in a double back this language does not apply.
 - c. Double backs will be paid at one and one-half the nurses base wage unless the nurse would be in a double time situation, with appropriate differentials.
- K) The Hospital will post a confirmed four (4) week written schedule, a minimum of two (2) weeks prior to the first workday contained therein, as follows:
1. The cyclic schedule shall be the basis for work schedule preparation and may include call shifts.
 2. Special requests for scheduled off duty time shall be made in writing to the appropriate Nurse Manager.
 3. Requests for Earned Time and other off duty absences relating to the next schedule are to be made a minimum of seven (7) days in advance of the posting of the confirmed schedule. If the request is not made seven (7) days in advance of the posting of the work schedule, the granting of such request will be dependent upon the nurse's arrangement of a replacement pursuant to Section L below.

Once requests are granted they will not be changed except by mutual agreement.

- a. Time off requests that require advanced scheduling for time off will be made at least 1 month in advance of the posting of the schedule.
- b. The Hospital will respond to each request as soon as possible to determine that the request can be granted based upon the foregoing criteria.
- c. If the request includes future travel, the manager will work with that nurse to determine whether the request can be granted.

- d. Time off will be granted after looking at the needs of the department including the needs of the department based on the experience of the nurses, date of request, evaluation of other earned time requests, availability of earned time and the time requested off and granted in prior years. If all of the prior is equal, seniority will rule.
- e. Positioned nurses will be asked prior to casual call nurses for unfilled shifts only if such offer does not result in overtime. Once the schedule is posted any nurse may be asked to work.

Positioned nurses who agree to work above their regularly scheduled FTE will be paid Motivational 1 or 2 pay as applicable.

- L) A Nurse may, with prior written approval of the appropriate Nurse Manager/House Supervisor, trade or otherwise arrange off duty time with another nurse provided:
 - 1. Each nurse submits to the Nurse Manager/House Supervisor, a written statement reflecting the day(s) each will work (any replacement coverage must first be authorized by the Nurse Manager/House Supervisor).
 - 2. Nurse Managers/House Supervisors will assist Nurses in locating replacements by making available the names of oriented replacements, but the ultimate responsibility of arranging replacements shall be the nurse's.
 - 3. Such trade of days does not result in overtime for either nurse.
 - 4. Trades may not take place until after the schedule is posted.
 - 5. Any POSITIONED nurse picking up shifts, as requested by the Hospital, with less than 24 hours notice will be paid time and one half (1 ½) the hourly wage plus differentials for all hours worked. If a nurse qualifies for double time when picking up a shift with less than 24 hours, the double time premium rather than the time and one half (1 ½) premium will apply.
- M) A nurse shall give the hospital four (4) weeks written notice of intent to resign. Earned time days may not be used in lieu of the required four (4) week written termination notice. Nurses who resign will receive their final check the payday of that current pay period unless they request their check within three (3) working days of their final workday. (Working days will be considered to be Monday through Friday, excluding holidays.) Except during probation, the Hospital will give the nurse three (3) weeks written notice prior to termination or three (3) weeks pay in lieu thereof unless termination is for just cause. Discharged nurses will receive their final check as required by state law.
- N) Nurses may engage in Association activities in non-work areas during non-work time. Nurses may engage in Association conferences conducted or approved by the hospital.

Article 8. Pay Rules

Premium Pay

A) Eight Hour Shifts:

Nurses on an eight (8) hour shift are on a forty (40) hour work week. Overtime will be paid for all hours worked in excess of 40 hours in a work week. There shall be no duplication, pyramiding, or compounding of any premium pay (including overtime) wage payments. If more than one type of premium pay is applicable to a work day during the work week, the premium pay with the highest total compensation shall be used (see examples below). An eight hour shift will be completed in eight and one half (8 ½) hours with a thirty (30) minute meal break. The Nurse will receive premium pay at one and one-half (1 ½) times the base rate of pay for consecutive patient care hours worked in excess of eight (8) up to twelve (12) hours. Double time or two times (2X) the nurses' base wage will be paid for any hours worked in excess of twelve (12) consecutive hours. In order to qualify for premium pay the hours must be related to patient care, the hours must be consecutive and the hours must be reported to the nurse manager in pay period they were worked. Hours spent at meetings do not qualify for premium pay.

B) Ten Hour Shifts:

Nurses on a ten (10) hour shift are on a forty (40) hour work week. Overtime will be paid for all hours worked in excess of 40 hours in a work week. There shall be no duplication, pyramiding, or compounding of any premium pay (including overtime) wage payments. If more than one type of premium pay is applicable to a work day during the work week, the premium pay with the highest total compensation shall be used (see examples below). A ten (10) hour shift will be completed in ten and one-half (10 1/2) hours with a thirty (30) minute non-paid meal break. The Nurse will receive premium pay at one and one-half (1 1/2) times the base rate of pay for consecutive patient care hours worked greater than ten (10) hours up to fourteen (14) hours. Double time the nurse's base rate of pay will be paid after fourteen (14) consecutive hours. In order to qualify for premium pay the hours must be related to patient care, the hours must be consecutive and the hours must be reported to the nurse manager in pay period they were worked. Hours spent at meetings do not qualify for premium pay.

C) Twelve Hour Shifts:

Nurses on a twelve (12) hour shift will be on a forty (40) hour week. Overtime will be paid for all hours worked in excess of 40 hours in a work week. There shall be no duplication, pyramiding, or compounding of any premium pay (including overtime) wage payments. If more than one type of premium pay is applicable to a work day during the work week, the premium pay with the highest total compensation shall be used (see examples below). Twelve (12) hours shifts will be completed in twelve and one half (12 ½ hours) with a thirty (30) minute non-paid meal break. Hours worked in excess of forty (40) per week will be paid one and one-half (1 ½) times the nurses' regular hourly rate. Nurses will be paid one and one-half times the base rate of pay for hours worked greater than 12 hours up to fourteen (14). Double time the nurse's rate of pay will be paid after fourteen (14) consecutive hours. In order to qualify for premium pay the hours must be related to patient care, the hours must be consecutive and the hours must be reported to the nurse manager in pay period they were worked. Hours spent at meetings do not qualify for premium pay.

Examples of Premium Pay and Overtime Paid in One Week According to Hours Worked and Pay

Type

(8 hour scheduled shifts)

Day of week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Totals
Hours worked	0	8	10	8	8	8	0	42
Premium pay			2 hours (worked 2 hours over scheduled 8 hour shift)					2
Overtime (all hours worked over 40 without pyramiding)						2 (worked 2 hours over 40 in workweek)		2
Breakout	0	8 Reg.	8 Reg. 2 Prem.	8 Reg.	8 Reg.	8 Reg. 2 O/T	0	40 Reg. 2 Prem. 2 O/T

Examples of Premium Pay and Overtime Paid in One Week According to Hours Worked and Pay Type

(8 hour scheduled shifts)

Day of Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Totals
Hours Worked	4 – call back O/C	8	8	8	8	8	6- Call back O/C	50
Premium Pay	4 – call back O/C (Double Time)						6- call back O/C (Double Time)	10
Overtime (all hours worked over 40 without pyramiding)						4 (Hours worked on Friday are over 40)	0- (Saturday's hours are not computed as O/T- already receiving premium for those same hours) no compounding	4
Breakout	4 Double-time	8 Reg.	8 Reg.	8 Reg.	8 Reg.	8 Reg. 4 O/T	6 Double-Time	40 Reg. 10 Prem. 4 O/T

Examples of Premium Pay and Overtime Paid in One Week According to Hours Worked and Pay Type

(12 hour scheduled shifts)

Day of Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Totals
Hours Worked	0	12- less than 24 hours notice	12	12	12			48
Premium Pay		12 (Mot 2)						12 (Mot 2)
Overtime(all hours worked over 40 without pyramiding)								8
Breakout	8	12 Hours Premium pay (Mot 2)	12 Reg.	12 Reg.	12 Reg.	0	0	40 Reg. 12 Prem. 8 O/T

Examples of Premium Pay and Overtime Paid in One Week According to Hours Worked and Pay Type

(12 hour scheduled shifts)

Day of week	Sunday	Monday	Tuesday	Thursday	Friday	Saturday	Totals
Hours Worked	0	12	12	12	0	12 (Mot 2)	48
Premium Pay						12 (Mot 2)	12
Overtime (all hours over 40 without pyramiding)						0- (Saturday's hours are not computed as O/T- already receiving premium for those same hours) no compounding	0
Breakout	0	12 Reg.	12 Reg.	12 Reg.	0	12 (Mot 2)	36 Reg. 12 Premium (Mot 2) 0 Overtime- no compounding

- D) Nothing in this article shall be construed as an assurance to create ten (10) or twelve (12) hour shifts.
- E) All hours including overtime will be paid as rounded to the nearest one-tenth (1/10) hours. The association and the Hospital agree that overtime will be discouraged. The nurse will notify the House Supervisor or Nurse Manager when it becomes apparent that overtime will be or has been necessary. Consistent abuse of overtime or failure to notify supervisor could be cause for the progressive improvement process.
- F) Nurses will be paid for attendance at Nurse Staff Meetings, In service Education, or real or drill disaster situations or any additional meetings when attendance is required by the Hospital including Professional Conference Committee meetings when called by mutual agreement of Hospital and Association. The Hospital will make every attempt to schedule In service education pertaining to new procedures and techniques available to each shift.

Article 9. CALL AND CALL BACK DESCRIPTION, ASSOCIATED PREMIUM PAYS AND DIFFERENTIALS

- A) Call pay does not compound with worked hours (will NOT be paid concurrently).

B) Regular call for areas other than OR, PACU, Radiology & Endoscopy:

Regular Call: if a nurse is asked to take Call he/she will be paid for each Call hour requested.

1. If the Nurse is not regularly scheduled and is called into work he/she will be paid time and one-half (1 ½) of their base wage and will be guaranteed up to one hour of worked time for that shift.
2. If the nurse was regularly scheduled, is placed on low census call and is called in at least one hour (1) PRIOR to the shift, the regular rate of pay will be paid. If the Nurse is regularly scheduled, is placed on low census, and is called in less than one hour (1) prior to the shift he/she will be paid time and one-half (1 ½) Callback pay.
3. If a Nurse was placed on low census, not on call, and subsequently called into work, he/she will be paid time and one-half (1 ½) for all hours worked.

C) Call and Call Back for Surgical Services, Endoscopy, Radiology

1. Call will be evenly distributed among all positioned nurses. Evenly distributed means the # of call shifts required divided by the number of nurses taking call. The hours of call are determined by the Department Manager. Casual Call Nurses will be expected to take a maximum of one half ½ the amount of call that positioned nurses are required to take.
2. A nurse with 20 years or longer at DH may request exemption from call per Hospital policy.
3. For after-hours call on the OR there will be up to 2 RNs per Call team. Unless mutually agreed with the parties there will be no more than 4 nurses (2 teams) scheduled to be on call.
4. Call back for OR, PACU, Radiology and Endoscopy will be paid at double time the Nurse base wage of pay. Call back minimum will be one hour.
5. If a Nurse works on call after midnight and is scheduled to work the next day, it is his/her responsibility to notify the house supervisor/manager for relief on that following shift. If the house supervisor/manager is unable to get the nurse off, he/she will be paid time and one-half for the first four hours and double time thereafter until the nurse is off. Failure to notify the house supervisor/manager as detailed above shall result in loss of premium pay for that following shift. A nurse who is sent home does not have to use earned time to fulfill their obligation. If a nurse has been covered for time off after call, he/she may not refuse to take the day off.

Article 10. Low Census:

- A) Occurs when the Hospital requests the nurse not to report to duty for a scheduled shift or elects to send a nurse home during a shift due to changes in census. The nurse is released from the responsibility to report to work. The evaluation of the need for low census shall take place at 0530, 1300, 1700 and 2100 regardless of the shift time or length.

1. Low Census Benefit:

The nurse shall receive low census benefits for the hours scheduled. If the nurse elects to take earned time, low census benefits will not accrue. In order to receive low census benefits the nurse must record low census hours in the pay period the low census was taken.

2. Low Census Call:

Occurs when the Hospital requests nurse to take call rather than report to duty for regularly scheduled shift. A decision for low census call will be made at 0530, 1300, 1700 and 2100 regardless of the shift time or length. The nurse is expected to return to work and will be paid time and one half if called to report to duty during his or her time placed on low census call.

If a nurse is placed on call for a partial shift and is instructed to come in for a second part of the shift, those hours will be paid at base rate.

3. Low Census Call Benefit:

Nurse shall receive call pay plus low census benefits until he or she is called in to work.

4. Hospital Responsibility:

The nurse shall be called no less than 1.5 hours in advance if the regularly scheduled shift occurs between the hours of 7am-7pm. The nurse shall be called no less than 2 hours in advance if the regularly scheduled shift is from 7 pm until 7 am. The hospital shall attempt to reach the nurse by phone and may leave a message on the phone or with someone at the home. If the Hospital has made several attempts to reach the nurse as described above and the nurse reports to work, he or she may be sent home without compensation. If the Hospital does not attempt to reach the nurse and he or she reports to work the Hospital must pay the nurse no less than 4 hours at the hourly rate. The Hospital may ask the nurse to stay for the 4 hours.

5. Assignment of Low Census:

The manner in which low census is assigned is a decision to be made by each unit in concert with the manager.

- a. When the hospital needs to place a nurse on low census or low census call, the Nurse whose turn is next in the scheduled rotation has the first choice to volunteer. If he or she does not volunteer, then the low census shift is awarded to the next Nurse who volunteers.
- b. When a regular full-time or part-time nurse has been assigned one or more low census days or placed on call more than once in the pay period, then that nurse shall not be the subject to a low census assignment if a casual call nurse or agency nurse has been scheduled to work in the affected area or unit and shift.

6. Agency Nurses:

An agency nurse will be included in the low census rotation by working as supplemental staff which will be recorded in the low census rotation per unit practice.

7. Negotiations:

During pay periods when representatives of the Local Unit are negotiating a contract, those nurses shall be exempt from assigned low census.

8. Casual Call:

When a casual call nurse is given a low census day, this will continue to fulfill their obligation of hours worked for the Hospital.

Article 11. ORIENTATION - EVALUATION

A) The Hospital shall provide orientation for all newly hired registered nurses and those awarded positions in other departments. The orientation may include an overview of the Hospital's objectives, practices and procedures as well as a plan for in service activities designed to help them prepare for their position. Orientation shall end when the nurse and the Nurse Manager have mutually agreed that the nurse is prepared to assume full nursing responsibilities. The Nurse Manager will collaborate with the preceptor and nurse educator if the unit is staffed as such. Objective measures including but not limited to the orientation check list, job description and direct observation will be used in the determination of successful orientation. Specialty areas may require additional orientation. If the nurse is not able to function independently at the end of orientation, the nurse may be discharged and the discharge will not be subject to the grievance and arbitration provisions of this Agreement. Nurses who have not been released from orientation will not be included in the daily staffing assignment.

- B) Newly hired nurses shall not be assigned to work in another area before completing their orientation.
- C) Prior to having full nursing responsibilities, orientation to the nurses' home department must be completed. Specialty areas may require additional orientation.
- D) At the start of employment each RN will complete a self-assessment according to the knowledge and skill required for her/his position. The results of this assessment will determine, in part, the content of her/his orientation.
- E) Every nurse will have an informal evaluation during the orientation process with the preceptor and immediate supervisor. The nurses' first formal evaluation will be at the end of the probationary period. Thereafter, evaluations will be on the anniversary date of hire. The nurse or the Hospital will also have the right to request one additional evaluation each year. With the exception of probationary evaluations, individual evaluations will be subject to grievance and arbitration. Nurses will have access to their personnel file as provided by law.
- F) Time for review of the MNA contract by a unit representative with the new nurse will be scheduled during orientation. The unit representative will not be paid for reviewing the contract.

Article 12. RETIREMENT PLAN

The Hospital will furnish its present retirement plan, as amended January 1987, to all employees covered under this contract who work at least 1,000 hours per year as required by Federal Law. A copy of the plan will be maintained in the Personnel Office. Nurses will be able to participate in any supplements or increases in the retirement benefit(s).

Article 13. SENIORITY

- A) Seniority shall be determined by the number of hours worked at the hospital in a bargaining unit position from the most recent date of employment as a registered nurse.
- B) If ability and qualifications are approximately equal, seniority will prevail in promotions, transfers, lay-offs and recall from lay-offs.
- C) Registered nurses who work at the Hospital in a non-bargaining unit position who previously worked in the bargaining unit without a break in continuous employment at the Hospital and who reenter the bargaining unit shall retain all seniority hours retained (earned) in the bargaining unit position for purposes of lay-off, recall from lay-off, job bidding, transfers and wages.
- D) The hours worked by an RN in a non-bargaining unit position are included in the total life service hours for wage compensation, but are excluded in job bidding, job lay-offs, job recall, and transfer.

- E) A nurse shall have no seniority for the probationary period, but upon successful completion of the probationary period, seniority shall be retroactive to the date of hire.

Seniority shall be terminated when nurses:

1. Terminate voluntarily
2. Are discharged for just cause
3. Exceed an official leave of absence
4. Are absent for three (3) consecutive working days without properly notifying the Hospital, unless satisfactory excuse is shown
5. Fail to report for work after layoff within three (3) working days after being notified by certified letter at their last known address to do so, unless satisfactory excuse is shown
6. Is laid off for nine (9) consecutive months

Article 14. JOB BIDDING

- A) All job vacancies which require the services of a registered nurse shall be posted by the Hospital for 7 (seven) days on the job posting board and the Internet. It is the nurses' responsibility who is on vacation or a LOA who are interested in changing positions, to leave contact information with their nurse manager so reasonable efforts can be made to contact all nurses who are interested in job bidding. During the 7 (seven) day period, any qualified nurse may bid on the position, but first preference will be given to current qualified bargaining unit employees. After filling of vacancies, subsequent positions shall be posted 4 (four) days.
- B) When a position is posted, it will describe the shift, FTE status, hours, bargaining unit status, and make reference to the job description.
- C) Position openings will be posted at the time a nurse submits her/his resignation. Succeeding vacancies will be posted as they occur.
- D) If the Hospital determines that an opening will not be filled, a notice with a brief explanation will be posted.
- E) Unfilled positions shall be reposted and will be indicated as such.
- F) Upon notification of acceptance to a position, the nurse shall assume that position within 6 (six) weeks unless there is another mutually agreed upon date.

- G) Nurses who desire to bid on a position in another area of the hospital may request to cross train to that area to determine if the position is one that the nurse desires or may elect to bid on the position without first floating to that area.

Nurses who apply for and are granted a position shall be provided with the necessary orientation per unit requirements. During the orientation period, the nurse and supervisor shall meet no less than monthly to discuss and document the successes and or deficiencies of the orientation. During the orientation period, the nurse shall have the opportunity to apply for any open position available without any loss of life service hours.

During the orientation period there will be an abbreviated performance improvement process consisting of Steps 1, 3 & 5 as per Article 16.

Article 15. WAGES

- A) The wage schedules for personnel covered hereby are set forth in Appendix A attached hereto and made a part hereof.
- B) All nurses who are required to testify in court or other legal proceedings on behalf of the Hospital, subject to Hospital approval, shall be excused from work for time spent and paid regular straight time and overtime rate of pay.
- C) There shall be no compounding of overtime pay and/or premium pay (see examples Article 8).
- D) A nurse will be hired according to the language in Appendix A.
- E) A nurse's wage will not be decreased due to a transfer or change in position.
- F) When the hospital identifies a block of time longer than 3 weeks unfilled by a Temporary nurse, or would be incompletely filled by positioned nurses, agency personnel may be used. Motivational pay will be paid to nurses who increase their FTE to accommodate the filling of these blocks.

Article 16. DISCIPLINE AND DISCHARGE

- A) After the probationary period, a Nurse may not be discharged except for just cause. Discharges shall be subject to the grievance and arbitration provision of the Agreement. In case of discharge within the probationary period, the employer shall notify the Association in writing, but the Nurse shall have no recourse to the grievance and arbitration procedure.

- B) The Progressive Performance Improvement Process (PPIP) is initiated when a non-probationary Nurse demonstrates incompatible performance or behavior in job knowledge, essential skills and/or attitude. A positive discipline approach stresses the importance of personal accountability and responsibility, individual decision-making, and self-discipline. The desired outcome of this process is to assist the nurse to correct job related deficiencies.

There are 5 steps in the progressive performance improvement process.

Step 1: Leadership Intervention: This intervention takes place when a manager has identified an established standard, policy or procedure (including the concepts of team work and empowerment) that is not being followed and as a result has caused a negative impact on the organization. This intervention should be documented on the Progressive Performance Improvement Process form.

Step 2: Written Expectation: If the initial intervention does not produce the desired result, formal goals and expectations will be developed by the Nurse and manager. These expectations will outline the desired changes and how the Nurse will make the change and include specific timelines.

Step 3: Written Warning: If the formal goals and written expectations are not met, the Nurse will receive a written warning. The written warning shall describe the potential outcomes, specific expectations and a date for review.

Step 4: Think Day: A think day is paid time during the Nurse's regularly scheduled shift during which the Nurse is expected to write a contract that specifically outlines how he/she intends to meet the terms of the original expectation. The Nurse who does not agree to write a contract may instead choose to resign.

Step 5: Discharge: If the Nurse continues to engage in a behavior or performance that has a negative impact on the organization he/she will be discharged.

It is important throughout the process that all parties are treated fairly, with dignity and respect. Each step of the process will be discussed personally with the Nurse, will be documented, and the Nurse will be given an opportunity to review said documentation prior to the documentation being placed in the Nurse's file. The nurse will be given the opportunity to have a Local Unit Representative of his or her choice at each meeting in the process. The Nurse will be asked to sign or initial any documentation generated from discussion with her/his manager, signing does not necessarily mean the Nurse is in agreement with the Manager.

All processes that have not advanced past step 4 will be removed from the Nurses' file within 2 years of the last occurrence. A disciplinary action will not advance up the stages of the process unless it is the same incompatible performance or behavior in job knowledge, essential skills, and/or attitude: it is therefore possible to have multiple disciplinary processes occurring at the same time.

The Hospital/Foundation will make every effort to enforce policies and procedures in a fair and equitable manner. If an adverse action is taken against a Nurse, she/he has the right to appeal through the grievance procedure. If a matter has been brought to a manager's attention, and not been dealt with in a timely fashion, it is the nurse's responsibility to follow the chain of command.

Discharge for Cause

Suspension and/or discharge for cause may occur without the initiation of the Progressive Performance Improvement Process if:

- (1) the Nurse's actions demonstrate a willful failure to satisfactorily perform job duties,
- (2) if there is disruption of the employer's operation,
- (3) other legitimate business reasons.

Examples of actions that may rise to a suspension and/or discharge "for cause" include but are not limited to: felony conviction; theft; breach of confidentiality; intentional falsification of information; destruction or defacement of Foundation property; impaired work performance; fighting; unauthorized possession of weapons or explosives or any behavior that may place the health or safety of a patient or employee in jeopardy.

- C) A discharge notice shall be prepared in writing and presented to the Nurse with a copy thereof to the Association, specifying the reason for the discharge. Such notice must be issued within seventy-two (72) hours of the discharge. Any protest as to the justification of the discharge must be made in accordance with the grievance and arbitration procedure.
- D) Nurses shall abide by all reasonable rules and regulations that the Employer shall establish with respect to the conduct of their work and their duties and obligations as employees. The breach of said duties and obligations may be cause for discipline, up to and including discharge. Rules not inconsistent with the terms of this Agreement that establish significant changes in working conditions shall be posted at least ten (10) days in advance of implementation, and a copy of same be mailed to the Association.
- E) The Hospital and the Association recognize that alcoholism and chemical dependencies are acknowledged to be chronic, treatable medical conditions. Each will support efforts that will enable the chemically impaired nurse to remain in professional nursing practice so long as performance expectations are maintained and the nurse participates in accordance with the Montana Nurse Assistance Program.

Article 17. EARNED TIME PLAN

A)

1. All regular full-time, regular part-time, and casual call nurses will be included in the Earned Time system as provided below.
2. Earned Time for casual call nurses may not be taken for days already committed to on the schedule.
3. Earned Time payroll deductions will be made as provided by law.
4. Earned Time is calculated to replace sick leave, holidays, and vacation.
5. Earned Time will accrue for all worked hours, mandatory meetings/in services and low census hours.
6. Unless otherwise noted, if a nurses' combined hours of worked time, low census, low census on call, on call and call back hours do not meet their FTE, earned time will be used. This does not mean that a nurse can use premium pay hours to state their FTE has been met and refuse to work the remainder of their regularly scheduled hours.
7. In the event a nurse receives workers compensation as a result of " on the job injury" such nurse shall be entitled to utilized accumulated earned time and sick leave benefits to supplement the difference between workers compensation payment and their regularly scheduled FTE.
8. When a nurse is ill, the House Supervisor shall be notified daily before the shift begins, giving as much notice as possible, or provide a physician's statement specifying length of time off due to illness. This will be documented on the time clock as earned time. Day shift nurses shall provide one (1) hour notice, and evening and night shift nurses shall provide two (2) hours notice to the House Supervisor before the scheduled shift begins.
9. Earned Time hours accumulate from year to year to maximum accumulation of 560 hours, and are payable to the employee at the nurse's current base rate of pay.

10. Earned Time for all nurses eligible to receive earned time will be calculated at the following schedule:

-0-	to	1,920	.0959
1,921	to	3,840	.1042
3,841	to	5,760	.1083
5,761	to	7,680	.1125
7,681	to	9,600	.1167
9,601	to	11,520	.1208
11,521	to	13,440	.1250
13,441	to	15,360	.1292
15,361	to	17,280	.1334
17,281	to	19,200	.1375
19,201	and over		.1417

Employees who successfully complete probation may apply for any bona fide sick leave absence after the earned time accrual has been placed in the employees bank, provided that there will be no compensation in excess of eighty (80) hours per pay period.

- B) The following shifts will be considered holidays:

New Year's Day	12/31 eve and night, 1/1 day
Easter Sunday	night shift prior to and day & evening of
Memorial Day	night shift prior to and day and evening of
Fourth of July	night shift prior to and day and evening of
Labor Day	night shift prior to and day and evening of
Thanksgiving Day	night shift prior to and day and evening of
Christmas Day	12/24 evening and night shift & 12/25 day and evening shift

Night Shift is 11-7:30 am
 Evening Shift is 3-11:30 pm.
 Day Shift is 7-3:30.

Nurses working holidays shall be entitled to a Holiday premium pay of one and one half the regular rate of pay for actual hours worked during the holiday shift. If a Nurse requests to be off on a regularly scheduled shift that falls on a holiday earned time must be taken. If a department closes on a non-listed holiday, a nurse is not required to take earned time unless they desire to do so.

- C) Time off for holidays and public school spring break will be requested thirty (30) days in advance of the posting of a confirmed schedule. Time off for holidays and public school spring break will be determined by the Nurse Manager and will be rotated year to year. Requests for low census on holidays will also be rotated year to year.
- D) A nurse may be limited to four (4) consecutive calendar weeks off for an Earned Time absence during the period between May 1 and October 1, if necessary, to accommodate Earned Time absence requests of all employees.

Article 18. MEDICAL PROGRAMS

- A)
 1. The Hospital will arrange for a group health insurance program for voluntary participation by regular full time and part time nurses and their families. The employer shall be at liberty to make an independent selection of the insurance carrier to be utilized in providing health insurance coverage. The terms and conditions of the master insurance contract or policy between the employer and the insurance carrier, including but not limited to provisions relating to coordination of benefits, shall govern the participation of employees and their dependents in such insurance plan.
 2. Such group insurance will provide coverage for major medical, outpatient and emergency room fees with recommended x-rays and diagnostic tests, in addition to the regular medical, surgical, obstetrical coverage.
 3. During a leave of absence the cost of insurance premiums will be prorated for any benefit time paid during the leave of absence. When all benefit time has been exhausted, the nurse will be responsible to pay the entire cost of insurance premiums. If not so paid in advance, the nurse will be dropped from the group coverage.
 4. The Hospital will provide term life insurance to all RN's normally scheduled to work 1,000 hours per year (.5 FTE), in the amount of one (1) times their estimated annual earnings.

RN's shall be allowed to purchase an equal amount of insurance at their own expense providing that at least one-half (1/2) of the eligible employees at Deaconess Hospital opt for the additional insurance. Terms shall be as outlined in the Master Contract.
 5. The Hospital shall provide a disability insurance program for all nurses normally scheduled at thirty (30) worked hours per week (.75 FTE). Terms of the disability program shall be determined by the provisions of the Master Contract.

- B) The Hospital will contribute the same premium amount to the nurses as all other employees. The Hospital's contribution will be a minimum of 90% towards the premium for nurses holding a full time position and 50% toward the premium for nurses holding a part time position. In addition the nurses shall be eligible for any other health related benefits and/or discounts that are offered to all other hospital employees at the same level of participation.

Nurses who accept a temporary position for 4 months or longer shall be eligible to participate in the hospital insurance as above. The Hospital agrees to maintain the current coverage for the term of the agreement. The Professional Conference Committee shall be given notice of changes in levels of benefits and deductibles prior to implementation.

- C) Extended Medical Hours Bank: A bank of hours a nurse who holds a position of .4 or higher can accumulate and utilize for short term or long term illness in addition to his/her earned time.

1. Nurses accumulate 0.021 hours per hour worked in his/her Extended Medical Hours Bank. The maximum accrual rate for the EMHB will be 240 hours. EMHB can be used for time off for medically related reasons following the use of 32 hours of earned time. The EMHB must be taken if the nurse is taking a medical leave of absence. The details of how to apply will be available in the Human Resources policies and procedures.
2. There is no buy out of hours left upon leaving employment. Hours are lost upon termination of employment or when changing status to casual call status.
3. If an employee has no earned time, EMHB may be accessed after thirty two (32) hours of lost work due to medically related reasons.

Article 19. WORKERS' COMPENSATION

All nurses shall be covered by Workers' Compensation Insurance carried by the Hospital for the protection of the nurses. Injuries received at work, no matter how minor, must be reported as soon as possible to the supervisor who will arrange for treatment. The employee will notify Employee Health and report the injury via the DHS occurrence reporting system within six (6) days of the injury.

Article 20. LEAVES OF ABSENCE

General Information

- A) A leave of absence (LOA) is defined as approved time away from work, other than an approved extended vacation, for periods greater than three (3) weeks but less than one year.

- B) All LOA requests must be presented in writing to the nurses' department manager at least thirty (30) days in advance of the requested beginning date of the LOA unless emergency circumstances exist. Except in emergency cases, failure to provide notice may result in the denial of the LOA.

Each LOA will be reviewed and approved by the manager and Director of Human Resources on a case-by-case basis. Any LOA longer than three (3) months may be forwarded to the Senior Staff members in charge of that area.

- C) The combination of any LOAs will not exceed twelve (12) months.
- D) Issues involving benefits must be resolved with the Human Resources Department prior to the approval of any LOA greater than three (3) weeks. Failure to do so may result in loss of benefits.

Specific Information

- A) Family Medical Leave (FMLA): This leave will be granted and administered according to current Federal Law.
1. An approved FMLA shall not result in loss of seniority or accrued benefits. When Nurse returns from an approved FMLA, he/she shall be assigned to the same position, shift and department held before the LOA. Changes may occur with the Nurses consent. Management will seek to notify Nurses on any LOA of position openings to allow for job bidding by those Nurses.
 2. If the FMLA is due to a serious medical condition of the nurse, he or she must present a release from a physician, physician assistant, or nurse practitioner to **the Human Resources Department** prior to returning to work.
 3. The manager and the nurse will work together in advance of the expected return date to plan and facilitate a smooth transition. There may be circumstances when a nurse is not released on the expected date due to medical complications. Both the nurse and the manager will make every effort to communicate about return to work issues. If the cyclic schedule has been completed the nurse may not be placed in the rotation until the next schedule unless open shifts are available.
 4. The Hospital's contribution to insurance will continue at the same rate as if the nurse was working. The nurse must take at least enough earned time or applicable EMBH to pay the monthly premium for his/her health insurance and any other voluntary benefits that require a premium from the employee. If there is no earned time, the nurse must make arrangements with the Department of Human Resources to pay for the premium(s) prior to the start of the FMLA. Exceptions will be made in unusual circumstances or when FMLA is unplanned.

5. The Hospital may recover its share of premium payments by law for nurses who terminate employment during or do not return to work after the FMLA.
6. Other employment opportunities may not be accepted during FMLA if the FMLA is due to the nurse's personal illness. If the FMLA is as a result of a family illness and the LOA requires the nurse to be out of the area, the nurse may accept employment.

B) Non-FMLA Leaves of Absence:

Types of leaves are maternity, parental, personal illness, military, educational, seniority, and other leaves the Hospital may grant for other reasons.

1. For those not qualifying for FMLA, the following conditions must be met:
 - a. Maternity/Parental: A statement from a physician, physician assistant, or nurse practitioner as to the necessity and length of the leave. A leave of four (4) months will be granted with an additional two (2) months if staffing accommodations can be made.

Except in extenuating circumstances, the total time for leave, including any leave granted under FMLA may not last more than six (6) months. The same or similar position will be guaranteed for the first four (4) months. Earned time/Extended Medical Hours must be used during the leave. Other employment opportunities may not be accepted while on maternity LOA.

- b. Personal Illness: A statement from a physician, physician assistant, or nurse practitioner as to necessity and length of the leave. A physician's, physician assistants, or nurse practitioner's certification must be given to the Hospital for every three (3) months of leave granted. The certification must be received within two (2) weeks of the end of the previous ratification. The same or similar position will be guaranteed for the first four (4) months. A written work release from treating physician, physician assistant, or nurse practitioner must be provided in order to return to work. The manager and the nurse will work together in advance of the expected return date to plan and facilitate a smooth transition. There may be circumstances when a nurse is not released on the expected date due to medical complications. Both the nurse and the manager will make every effort to communicate about return to work issues.

Earned time/Extended Medical Hours must be used during the leave. Other employment opportunities may not be accepted while on personal illness LOA.

- c. Military: By law.

d. Educational: A course of study directly relating to upgrading clinical skills and/or related to health care at the Hospital, a request must be submitted within a reasonable amount of time to accommodate the staffing needs. The request will be granted only if the staffing needs can be met. A leave for up to twelve (12) months may be granted. The same or similar position will be held for the first four (4) months. Earned time must be used during the leave. Other employment opportunities may be accepted while on educational LOA if the nurse is out of town.

e. Seniority: After five (5) continuous years of employment a nurse who holds a full-time or part-time position shall be granted two (2) weeks LOA as long as departmental needs can be met. After ten (10) years of continuous employment a nurse who holds a full-time or part-time position shall be granted four (4) weeks LOA as long as departmental needs can be met. This option may be exercised a maximum of once every two (2) years.

f. Bereavement: The Hospital will pay up to three (3) working days for the death of an immediate family member (father, mother, spouse, domestic partner, children, father or mother in-laws, grandparents, brother or sister having at least one parent in common, and those relationships generally called "step" provided the person in such relationship has lived in the family home and has continued an active family relationship and anyone considered a dependent in the home). In addition, the employee may request earned time or up to five (5) additional days without pay. Up to five (5) days without pay may be granted for bereavement of a non-immediate family member. Other employment opportunities may not be accepted while on Bereavement LOA. Working days are based on the hours worked in the employee's regularly scheduled shift.

2. Benefit Coverage during Non-FMLA

In order to maintain full-time and part-time benefits, including health insurance premiums, the nurse must use earned time or applicable EMBH up to their regularly scheduled FTE. Once earned time is exhausted the nurse is responsible to pay for benefits. Failure to make insurance payments within thirty (30) days may result in cancellation of coverage and issuance of COBRA notice.

3. Jury Duty

If a nurse is summoned to jury duty, he/she will be allowed time off for that time on jury duty, without loss of seniority. It may be necessary to request that a nurse be excused from jury duty if his/her services are vital to the operation of the department at that time.

Nurses will be paid their regular straight-time rate for the scheduled hours they would have otherwise worked, up to the maximum of ten (10) days or eighty (80) hours per pay period. Total hours paid by the Hospital shall not exceed forty (40) hours in any one-week.

In order to be eligible for such payments, the nurse must furnish a written statement from the appropriate public official showing the date, time served, and the amount of jury pay received. Prior to payment, jury pay from the court for scheduled working hours at Deaconess Hospital must be turned over to the payroll department.

If the nurse is released early or if the nurse does not have to report for jury duty at all that day, he/she is expected to notify the Supervisor and report for work or be disqualified from receiving any jury duty pay.

Article 21. Education

A) Mandatory Education

When, at the direction of the Hospital, a nurse is requested to attend any educational workshop or meeting, the Hospital will pay all transportation (including airfare, and/or mileage), food, lodging and tuition expenses, in addition to the Nurses hourly wage (at base wage) for all hours at said workshop, conference or meeting.

1. If ACLS, PALS, Neonatal Resuscitation Course (NCR), or other mandatory education is required as a condition of employment:
 - a) The Nurse must pay the tuition cost of the initial and subsequent classes, including any associated fees.
 - b) Upon successful completion of the class, the Nurse will receive reimbursement for the hospital tuition charge and any other fees collected prior to the class.
 - c) The Hospital will supply books for study purposes to all Nurses; if the Nurse desires to purchase a book, the Hospital discount will apply.

2. At the option of the Hospital, Nurses attending such events may be requested to render a one (1) hour in-service training for each meeting day or fraction thereof. The Hospital will assist the Nurse in obtaining Continuing Education Credit for these in-service to his /her co-workers if the Nurse or department desires.
3. Nurses who are instructors for any requested or required courses offered by the Hospital will be compensated for preparation time, up to four (4) hours per course depending on the material and the number of times the nurse has presented a course. The Nurse will be compensated according to the wage agreement for hours required to teach the course. All applicable differentials will apply.
4. The Hospital will, if requested by a Nursing Department, have all in-service training of one (1) hour length or longer that is required or requested by the Hospital have Continuing Education Credits through an approved provider of continuing education in nursing if available.

B) Non-Mandatory Education

The Hospital will pay sixteen (16) hours (at base wage) of approved Continuing Education hours per year per Nurse covered by this agreement. Use of the 16 hours must take place in the calendar year the hours were used. (These hours will be in addition to the hours in Article 21 section A above).

For workshops, conferences, or meetings requested by the Nurse, but not requested or required by the Hospital, applications for such events will be considered not less than four (4) weeks in advance and may require sharing of transportation (airfare/mileage) and lodging when considering several applications for the same event. Once approved for attendance, the Hospital will assist in paying for those expenses according to the Hospital and/or Departmental Policy.

Nurses may opt to utilize their Continuing Education hours time off when taking professional nursing certification exams.

Article 22. SECURITY

The Hospital will endeavor to provide for the safety, security and well-being of its employees while on Hospital premises.

Article 23. RESPONSIBILITY FOR WASTE

Deductions shall not be made from a nurse's gross wages for the cost of medications improperly prepared and wasted or lab tests, x-rays, EKG's, or EEG's ordered on the wrong patient, provided however, that this provision shall not restrict the Hospital's right to take any other appropriate corrective action as the Hospital deems necessary to the circumstances.

Article 24. NURSES FACILITIES

- A) A glass enclosed bulletin board of reasonable size provided by MNA for Association use will be placed at the staff entrance. In addition they will be allowed to use an 8"X10" portion of the bulletin board in each nurses' lounge.
A designated unit representative from each area will be assigned to post and maintain current and appropriate information.
- B) The Hospital will provide parking space for use by nurses.
- C) The Hospital agrees to provide room at the Hospital for pre-scheduled regular meetings for the purpose of conducting business related to the internal affairs of the bargaining unit or the administration of the collective bargaining agreement. Use of the facilities is subject to prior approval from the Hospital.

Article 25. PROFESSIONAL CONFERENCE COMMITTEE (PCC)

The Association, on behalf of its members, agrees to cooperate with the Hospital to attain and maintain full efficiency and maximum patient care. The Hospital jointly with the appointed representatives of the nurses covered by this Agreement, shall establish a Hospital Professional Conference Committee (PCC) to assist with areas of concern.

The Committee shall consist of five (5) representatives from the Hospital Management and three (3) representatives selected by the Association representing different areas of Nursing, and the four (4) Local Unit Executive Committee Members or their designees.

The Vice President of Patient Services and the Local Unit Chair, or their designees shall act as co-chairs of the Committee.

All Bargaining Unit Members of this committee shall be paid their base wage and appropriate differentials for meeting time.

- A) The purpose of the PCC is to foster improved communications between the Hospital and Nursing staff, support staff Nursing and Management in the delivery of quality patient care, including improved conditions conducive to the delivery of quality care and the recruitment and retention of Nurses. The participating members will represent the views of their respective groups. The PCC may address any issues related to wages, hours of work, working conditions, including hostile work environment, and/or the practice of nursing.
- B) The PCC will implement any majority decisions reached and shall be implemented in a timely fashion so long as such decisions do not violate the terms and conditions of this Collective Bargaining Agreement. In the event a recommendation of PCC is in conflict with the contractual agreement, the Association and the Hospital may by mutual agreement, through a letter of understanding, change the contract language. The PCC is not intended to replace the negotiations or grievance process.

- C) The PCC will meet monthly unless mutually agreed; the meeting schedule will be established in advance on an annual basis. Meetings shall not exceed one hour unless mutually agreed. The parties agree to engage in good faith discussions exploring options for nurses to donate Earned Time to another employee in need. Either side may call extra meetings. Meetings of the PCC shall be held on Hospital property and use Hospital facilities.
- D) The Association shall be permitted to use a meeting room at a time acceptable to the persons involved.

Article 26. NO STRIKE NO LOCKOUT

- A) During the life of this Agreement, the Association agrees it will not authorize, encourage, engage or participate in any strikes, slowdowns, work stoppages, or picketing; nor will the Hospital engage in any lockout.
- B) In the event of any violation of the provisions of this section, the Association will promptly order its members to return to work and if the Association does so, the Hospital will not hold the Association liable for unauthorized acts or activities of its members, provided that the Association immediately takes steps to remedy the situation. Nothing herein shall abridge the rights of nurses as defined in the National Labor Relations Act.

Article 27. GRIEVANCE AND ARBITRATION

- A) PURPOSE: The parties intend that the grievance procedures, as set forth herein shall serve as a means for the peaceful settlement of all disputes that may arise between them concerning the interpretation or application of this Contract, without any interruption or disturbance of the normal operation of the Hospital.
- B) DEFINITIONS:
 - 1. Grievance shall be defined as a complaint by a Nurse or group of Nurses based upon an event, condition, or circumstance allegedly caused by violation or misinterpretation of any provision of the Contract.
 - 2. An aggrieved person shall mean the person or persons making the complaints, either individually or through their Association.
 - 3. The term “days” shall mean working (Monday – Friday) days.
 - 4. The Hospital will in no way discriminate, reprimand, or cause undue pressure on any Nurse who may have cause to use this procedure.

- C) Any time line in the following steps in the grievance process may be extended by mutual agreement of the parties utilizing the form found in Appendix B. If either party misses a timeline, the grievance shall move to the next step.

If any grievance arises, it is encouraged the issue be addressed and signed off by a bargaining unit representative prior to initiating the following steps:

STEP 1: The nurse shall first attempt to resolve the problem with the nurse's manager within fifteen (15) days of the individual nurse of the MNA having knowledge that the grievance exists. The manager shall be given ten (10) days to resolve the problem.

STEP 2: If the matter is not resolved to the nurse's satisfaction at STEP 1, the nurse shall reduce the grievance to writing on the grievance form and shall present same to the Director of Human Resources for processing to the Senior Staff member in charge of the area within ten (10) days of the manager's decision. Within ten (10) days from the written grievance, a conference between the nurse, grievance committee representatives who are available and the Senior Staff member shall be held. The responsibility for scheduling this meeting rests with the Hospital. The Senior Staff member shall issue a written reply to the Director of Human Resources for processing within ten (10) days following the conference.

STEP 3: If the matter is not resolved at STEP 2 to the nurse's satisfaction, the grievance shall be referred in writing within ten (10) days to Director of Human Resources for processing. The CEO, the aggrieved nurse, the State Association Representative, and the Grievance Committee Representative shall meet within fifteen (15) days for the purpose of resolving the grievance. The responsibility for scheduling this meeting rests with the Association or aggrieved nurse.

The CEO shall issue a written reply to the grievance within ten (10) days following the conference to the Director of Human Resources for processing.

STEP 4: If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue in writing to arbitration within ten (10) days following the CEO's written response to the grievance. Within ten (10) days of notification, the parties shall select an arbitrator. If said parties are unable to agree upon said selection within three (3) days, then both shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) names of individuals that would serve as a neutral arbitrator in the dispute. Each party shall alternately strike one (1) name from the list and the remaining named person shall act as the sole arbitrator. A coin flip shall determine which party shall exercise the first challenge to the list of arbitrators. The arbitrator shall be requested to render a written decision within thirty (30) days following the arbitration hearing. The decision of the arbitrator shall be final and binding upon both parties.

The decision of the arbitrator shall be within the scope and terms of this contractual agreement and shall not change any of its terms or conditions.

- D) The cost of the arbitrator shall be borne equally by both parties.
- E) Unless a grievance is presented by the procedures set forth in this Article, it shall be deemed null and void unless the time periods are extended by mutual agreement.
- F) The Hospital may file grievances with the Association.
- G) The whole grievance procedure must be exhausted before the Association may submit a grievance to arbitration.
- H) Grievance meetings may be held outside of scheduled working hours of the nurse and representatives of the Association. If such grievance and arbitration meetings are held outside of regular scheduled hours for the nurse and the Association Representatives, such hours shall not be deemed as hours worked and shall not be paid for by the Hospital. If meetings are scheduled during their normally scheduled working hours, the nurse and the Association Representatives will be released and replaced from duty, without pay for the purposes of attending the meeting.

Article 28. EFFECT OF LEGISLATION - SEPARABILITY

All provisions of this Agreement are subject to applicable laws now or hereafter enacted, and to the lawful regulations, ruling and orders of regulatory commissions or agencies having jurisdiction. If any provisions of this Agreement contravene the laws or regulation of the United States or the State of Montana, such provision shall be superseded by negotiated provisions in conformity with the appropriate provisions of such law or regulation. All other provisions of this Agreement shall continue in full force and effect.

Article 29. CONTRACT MINIMUMS

The terms hereof are intended to cover only minimums in wages, hours, working conditions and other employee benefits. The employer may place superior wages, hours, working conditions and other employee benefits in effect, after notification to the Association and may reduce the same to minimums herein prescribed, after notification to the Association without the consent of the Association.

This provision shall apply to wages, hours and working conditions and other Employee benefits that have been uniformly granted to all Employees in the bargaining unit.

Article 30. TERMS OF AGREEMENT

- A) The terms and conditions set forth herein shall become effective September 8, 2017 and shall remain in effect through May 1, 2019 and annually thereafter, unless one of the parties hereto serves notice in writing of termination or desire for modification upon one of the parties hereto, not less than ninety (90) days nor more than one hundred twenty (120) days prior to the above specified expiration date, or any anniversary thereof. Within 30 days of the initial notice to modify the CBA, there will be a discussion of how bargaining will proceed.
- B) Should no accord be reached by the parties by the expiration date, the entire Agreement shall expire on such date. The parties hereto by written agreement may extend said period for the purpose of reaching a new Agreement.
- C) Service shall be deemed complete on the postmarked date of all notices submitted by mail hereunder.

Dated this 8th day of September, 2017

BOZEMAN DEACONESS HOSPITAL



Hospital COO



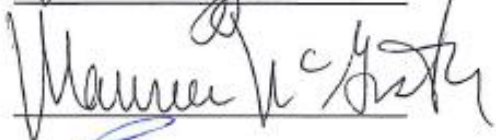
Chief Nursing Officer


Interim Human Resources Director

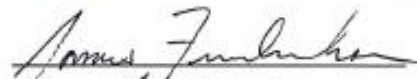
MNA LOCAL #4 BARGAINING TEAM



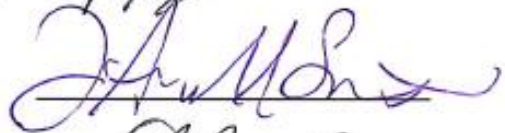














MNA Labor Representative

APPENDIX A

Adjustments for corrections for “years of experience” will be made for Years, 2017 and 2018 to the base wage, only for nurses covered under the collective bargaining unit at DH as of January 1st, 2015 as defined below. Nurses hired after January 1, 2015 will receive a base rate change each year as defined below.

Definitions:

Years of Experience: Total months of experience as an RN divided by 12. 12 months = 1 year. No credit given for partial years. Years of experience will be calculated beginning with the nurses’ first date of employment as an RN. Periods of unemployment will not be utilized in the calculation of years of experience. A discussion will be held with HR at date of hire to calculate the years of experience.

Effective first full pay period of 2017:

1. Newly employed nurses with 1 year or more experience will be placed on the 2017 wage scale per years of total experience with a maximum of 15 years for prior RN experience.
2. Newly employed nurses with less than 1 year will be placed at the “1-11 month” level on the wage scale.
3. Newly employed nurses with zero months of experience will be placed at “0” level on the wage scale.
4. All currently employed nurses will move over to the same numbered step on the 2017 wage scale. All currently employed nurses will then move to the next higher step on the scale.
5. Nurses who were covered by the collective bargaining agreement as of January 1, 2015 who have 18 years or greater will be placed at step 18+.
6. Nurses receiving less than a 2% wage increase will receive the difference in the wage and 2% in a lump sum (see examples above).
7. Nurses greater than step 18 or whose wage is higher than their calculated step will receive a 2% increase to base wage.
8. 15 and 20 DH years as a nurse will receive a 2% increase to their base wage.
9. Preceptor pay will be increased by \$0.25

Effective the first pay period of 2018 as defined by the Hospital (i.e. at the same time other employees receive their annual raises) but no later than the first full pay period of 2018:

Add 7.25% to the new grad wage on the “old” 2018 wage scale. Newly employed nurses with 1 year or more experience will be placed on the 2018 wage scale per years of total experience with a maximum of 15 years for prior RN experience.

1. Newly employed nurses with less than 1 year will be placed at the “1-11 month” level on the wage scale.
2. Newly employed nurses with zero months of experience will be placed at “0” level on the wage scale.

3. All currently employed nurses will move over to the same numbered step on the “new” 2018 wage scale. All currently employed nurses will then move to the next higher step on the scale.
4. Nurses who were covered by the collective bargaining agreement as of January 1, 2015 who have 20 years or greater will be placed at step 20+.
5. Nurses greater than step 20 or whose wage is higher than their calculated step will receive a 7.25% increase to base wage.
6. 15 and 20 DH years as a nurse at DH will receive a 7.25% increase to their base wage.
7. Preceptor pay will be increased by \$0.25

Effective the first pay period of 2019 as defined by the Hospital (i.e. at the same time other employees receive their annual raises) but no later than the first full pay period of 2019:

Add 2% to the new grad wage on the newly negotiated 2018 wage scale.

1. Newly employed nurses with 1 year or more experience will be placed on the 2019 wage scale per years of total experience with a maximum of 15 years for prior RN experience.
2. Newly employed nurses with less than 1 year will be placed at the “1-11 month” level on the wage scale.
3. Newly employed nurses with zero months of experience will be placed at “0” level on the wage scale.
4. All currently employed nurses will move horizontally to the same numbered step on the 2019 wage scale. All currently employed nurses will then move to the next higher step on the scale.
5. 15 and 20 DH years as a nurse at DH will receive a 2% increase to their base wage.

Years experience	2017 Wage Scale	Old 2018 Wage Scale	New 2018 Wage Scale Adjusted 7.25%	Years experience	2019 Wage Scale Adjusted 2%
0	\$ 25.00	\$ 25.25	\$ 27.08	0	\$ 27.62
1-11mo	\$ 25.25	\$ 25.50	\$ 27.35	1-11mo	\$ 27.90
1	\$ 25.50	\$ 25.76	\$ 27.63	1	\$ 28.18
2	\$ 26.01	\$ 26.27	\$ 28.17	2	\$ 28.74
3	\$ 26.53	\$ 26.80	\$ 28.74	3	\$ 29.32
4	\$ 27.06	\$ 27.33	\$ 29.31	4	\$ 29.90
5	\$ 27.60	\$ 27.88	\$ 29.90	5	\$ 30.50
6	\$ 28.15	\$ 28.43	\$ 30.49	6	\$ 31.10
7	\$ 28.72	\$ 29.01	\$ 31.11	7	\$ 31.74
8	\$ 29.29	\$ 29.58	\$ 31.72	8	\$ 32.36
9	\$ 29.88	\$ 30.18	\$ 32.37	9	\$ 33.02
10	\$ 30.47	\$ 30.77	\$ 33.00	10	\$ 33.66
11	\$ 31.08	\$ 31.39	\$ 33.67	11	\$ 34.34
12	\$ 31.71	\$ 32.03	\$ 34.35	12	\$ 35.04
13	\$ 32.34	\$ 32.66	\$ 35.03	13	\$ 35.73
14	\$ 32.99	\$ 33.32	\$ 35.74	14	\$ 36.45
15	\$ 33.65	\$ 33.99	\$ 36.45	15	\$ 37.18
16	\$ 34.32	\$ 34.66	\$ 37.17	16	\$ 37.92
17	\$ 35.01	\$ 35.36	\$ 37.92	17	\$ 38.68
18	\$ 35.71	\$ 36.07	\$ 38.69	18	\$ 39.46
19		\$ 36.79	\$ 39.46	19	\$ 40.25
20+		\$ 37.53	\$ 40.25	20	\$ 41.06
				21+	\$ 41.88
15 (at BDH)	\$ 40.76	\$ 41.98	\$ 45.02	15 (at BDH)	\$ 45.92
20 (at BDH)	\$ 42.59	\$ 43.87	\$ 47.05	20 (at BDH)	\$ 47.99

APPENDIX B DIFFERENTIALS/ PREMIUM PAYS

DIFFERENTIALS

Shift differential 19:00-23:00	\$1.90
Shift differential 23:00-7:30	\$4.00 This is only for those working the night shift, not the first 30 minutes of a day shift
Weekend Friday 1900-Monday 0700 <i>(New timing effective January 2018 with other economic changes).</i>	\$1.25
Charge Pay	\$2.00
Cert Pay	\$1.50
Regular Call Pay	\$3.00
Preceptor Pay:	
January 2017	\$1.25
January 2018	\$1.50
Low Census Call Pay	\$5.00
Float with PT Load	\$2.50
Motivational # 1 > FTE	\$2.50
Mileage	\$0.31
Casual Call Differential	5% of base rate plus ET

PREMIUM PAYS

NO COMPOUNDING OF PREMIUM PAYS (SEE EXAMPLES- ARTICLE 8 PAY RULES)

Motivational #2 < 24 hours	(1 ½) Time and one-Half
Incentive Pay	(1 ½) Time and one- Half

APPENDIX C PREMIUM PAY GRID

Intentionally Omitted 2015- contents of table encompassed in other parts of the agreement

APPENDIX D JOB SHARE

Contract Language for Job Share

- An established nursing position can be shared by two RN's that can fulfill all responsibilities inherent to the original position. **
- Administration may limit the number of job share positions on a given unit and must approve the FTE division.
- Only two people may participate in each job share position.
- Job share positions are limited to full time positions (.9 or 1.0 FTE).
- The shifts would remain patterned as the master schedule.
- The job share will be split in a way that every two week pay-check is able to cover employee deductions.
- Benefits will be prorated according to the split FTE.
- When there are multiple requests for a job-share (RN 1) they will be granted per seniority.

- RN 2 will be determined by job bidding per contract.
- Job sharers may not hold another part-time position in the hospital, *but may cross train to other areas for supplemental staff.* (In the same Dept. it is okay to hold Job Share and another position)*

Job Bidding

- If a RN holds a position (RN 1) that is deemed appropriate for job sharing she/he is the "primary holder" of the position.
- RN 1 is the "primary holder" of the job.
- RN 2 is the "sharer" of the position.
- If RN 1 (primary holder) of the job terminates the position, the original position is put up for bid (as per contract).
- If RN 1 terminates the job share position, here are the options left to RN 2.
 1. Bid on an open position.
 2. Go to casual-call.
- If RN 2 terminates from the job share position, here are the options left to RN 1.
 1. Take the full position themselves.
 2. Terminate the position.
 3. Rebid the job-share RN 2 position and FTE.
 4. During the rebid period RN 1 will fulfill the FTE.

Holidays

- Holidays will be covered as assigned and dependent on department rotations.
- The job sharers must notify the manager at least 8 weeks prior to schedule posting to indicate how the job sharers intend to split the holiday shifts their position has been assigned.

LOA

The hospital will make every attempt to fill a LOA in a job share, however if every attempt has been made and there is none to fill the shifts, it is the responsibility of the other job share partner to fill the shifts in the FTE during the LOA.

Low Census: RN 1 and RN 2 each rotate through low census per person.

Days off without pay: is applicable to both RN 1 and RN 2.

**This provision is not subject to binding arbitration.

* Added per Conference Committee



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