

# **Collective Bargaining Agreement**

**Holy Rosary Healthcare**

**And**

**Montana Nurses Association**

**Local Unit #44**

**AFT, AFL-CIO**

**July 1, 2017**

**through**

**June 30, 2020**



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# **HOLY ROSARY HEALTHCARE – MONTANA NURSES ASSOCIATION AGREEMENT**

## **PURPOSE**

The purpose of this Agreement is to promote harmonious relations between the Hospital and the Nurses, to secure efficient operations, and to establish standards of wages, hours and other working conditions for Nurses within the Collective Bargaining Unit.

The service of the hospital and its employees is the care of the infirm, and the Hospital and its Professional Nurses have a dual accountability for the care and safety of such patients within the areas of responsibility of care.

The Hospital, the Nurses, and the Association agree their primary obligation is to serve the needs of such patients without interruption and without discord;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereunto agree as follows:

## **ARTICLE 1 – RECOGNITION**

Pursuant to the National Labor Relations Board election conducted on July 16, 2009 Holy Rosary Healthcare (“Hospital” or “Employer”) recognizes the Montana Nurses Association, National Federation of Nurses, AFL-CIO (“Association”) as the exclusive collective bargaining representative of the Registered Nurses (“RN” or “Nurse”) employed at the Hospital in the Registered Nurse bargaining unit:

**Included:** All full-time, regular part-time, and all on-call Registered Nurses employed by the Employer at the Hospital, Residential Living and Clinic located in Miles City, Montana in the following positions – RN-Residential Living, RN-ICU, RN-UC, RN-Obstetrics, RN-Medical/Surgical/Swing Bed, RN-Team Leader, RN-Out-Patient Chemotherapy, RN-Surgical Services (including RN-Same Day Surgery-PAR and OR Staff RN), Hospice and Palliative Care RN, RN-Clinic, Infection Control RN, RN-Case Manager, Medicaid Waiver CMT RN, MDS/Care Plan/PPS Coordinator-Residential Living, Cardiac Rehab RN, RN-Acting House Supervisor, ED RN, Trauma Nurse Coordinator, Clinical Informatics Specialist (when occupied by an RN) Float Pool RN and Quality Analyst/Education Coordinator.

Excluded: All other employees, the Chief Nursing Officer, Director-Residential Living, Director of Nursing, Director of Quality Improvement, Director of Critical Care and Acute Care, Manager Critical Care, Manager Obstetrics, Manager Medical/Surgical, Manager Outpatient Chemotherapy, Manager Surgical Services, Manager Swing Bed, Manager Clinic, Supervisor Surgical Services, Manager Hospice, Combined Risk Management/Infection Control RN, Providers, EVS, Food Services, Engineering, Laboratory, Radiology, Respiratory, Physical Therapy, Occupational Therapy, Speech and Language Therapy, Social Services, Mission staff and volunteers, office clerical employees, confidential employees, guards, and supervisors as defined by the National Labor Relations Act, as amended.

## **ARTICLE 2 – ASSOCIATION REPRESENTATION/AGENCY SHOP**

- A.** Any present or future nurse who is not an Association member and who does not make application for membership within thirty (30) days of hire or thirty days (30) from the signing of this contract shall, whichever is later, as a condition of employment, pay to the Association, a representation fee in an amount lawfully determined by the Association. Nurses who fail to comply with this requirement shall be discharged by the Hospital within 30 days after written notice to the Hospital from the Association. The Association agrees to indemnify and hold the Hospital harmless against any and all claims, suits, orders or judgments brought or issued against the Hospital as a result of any action taken by the Hospital under the provisions of this section.
- B.** The Hospital shall, upon receipt of signed authorization forms from the nurse, deduct the established monthly amount of Association dues and forward the same to the Montana Nurses Association along with a record of the amount and the names of those for whom deductions have been made.
- C.** The Association security provisions of this section relate solely to dues and initiation fees uniformly and periodically required of all members of the Association.
- D. NOTICES**
  - 1. The *Association* shall be permitted to post the following types of notices, hereinafter referred to as “Notices:”
    - a. Union meeting Notices,
    - b. Union election Notices,
    - c. Notices of appointment to Union offices, and
    - d. Notices of Union social affairs.

2. No other Notice shall be posted unless it has been approved for posting by the Hospital's Human Resources Director, or her designee and such approval will not be unreasonably withheld, typically one (1) to two (2) day turnaround is expected.
3. The Union Notices must be factual and cannot, in any way, defame the Hospital, its management, its employees, and/or patient care. The Hospital agrees not to defame the union, its employees or members.
4. The Notices shall only be posted on the bulletin boards in the locations set forth below:
  - a. Clinic back hall bulletin board,
  - b. Surgical Services employee break room,
  - c. ER employee break room,
  - d. ICU employee restroom,
  - e. OB employee restroom,
  - f. Med/Surg employee restroom,
  - g. Residential Living employee locker room,
  - h. Hospice Nurses bulletin board,
  - i. Out Patient/Chemo employee break room.
5. The notices shall not be posted during work time; however, posting while on breaks or during lunch periods is acceptable.

**F. CONTRACT COPIES**

At the time of employment, a copy of this Agreement, provided by the Association, shall be distributed by the Hospital to each Nurse. Further, copies shall be available to any currently employed Hospital RN, without cost, in the Human Resources Department.

**G. REGISTERED NURSE LISTS**

The Hospital will provide the Association with the name, address, and contact information of each newly hired RN or a Nurse who transfers into the bargaining unit on a monthly basis.

The Hospital will provide the Association with name of a terminated Nurse or a Nurse who transfers out of the bargaining unit on a monthly basis.

The Hospital will provide the Association with a list of all RN's covered under the Agreement, including date of hire as a bargaining unit RN in January, April, July and October of each year.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

Subject to the laws and regulations governing the healthcare industry, the Hospital retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated or deleted by a provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Hospital and not expressly abridged by this Agreement include, but are not limited to, the following: (i) to manage, direct and maintain the efficiency of its business and personnel; (ii) to manage and control its departments, buildings, facilities, equipment and operations; (iii) to create, change, combine or abolish jobs, departments and facilities in whole or in part; (iv) to subcontract or discontinue work for business, economic, medical or operational reasons; (v) to utilize personnel from nursing registries or other temporary help agencies, as well as travelers; (vi) to direct the work force; (vii) to increase or decrease the work force; (viii) to lay off Nurses; (ix) to hire, transfer and promote Nurses; (x) to demote, suspend, discipline and discharge Nurses; (xi) to maintain the discipline of its Nurses; (xii) to establish schedules of operations; (xiii) to specify or assign work requirements and overtime when required by exigent patient care needs and volunteers are unavailable; (xiv) to assign work and determine the qualifications of Employees to perform such work; (xv) to schedule the workforce, including the determination of working hours, shift assignments and days off; (xvi) to adopt rules of conduct, appearance and safety, and penalties for violations thereof; (xvii) to determine the type and scope of work to be performed and the services to be provided to patients; (xviii) to determine whether work will be assigned to bargaining unit Nurses or other non-bargaining unit employees, so long as such assignments do not violate the scope of practice for registered nurses; (xix) to determine the methods, processes, means and places of providing service to patients; (xx) to determine the quality of patient services; (xxi) to acquire and dispose of equipment and facilities; (xxii) to pay wages and benefits in excess of those required by this Agreement in accordance with Article 21 herein; (xxiii) to effect technological changes in its equipment and operations; and (xxiv) to sell, close, or dispose of all or part of the Hospital. The Hospital's failure to exercise any right, prerogative, or function hereby reserved to it or the Hospital's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Hospital's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

### **ARTICLE 4 – EMPLOYEE STATUS**

#### **A. PROBATIONARY RN**

All Nurses shall be considered Probationary RN's during the first six (6) months of employment ("Probationary Period") during which time the Hospital may terminate her employment with or without cause or the Nurse may terminate her employment, with two (2) weeks written notice. At the Hospital's sole discretion, a Probationary RN's Probationary Period may be extended up to three (3) additional months for documented performance related matters.

**B. FTE**

For the purposes of this Article an FTE is defined as 0.05 per four (4) hours of an RN's regular pay period.

**C. FULL-TIME RN**

A full-time Nurse is an RN who is not in a temporary status and is regularly scheduled to work seventy-two (72) hours or more per pay period. All full-time Nurses are eligible for benefits pursuant to the terms set forth in Article 11- Paid Time Off & Benefits of this Agreement.

**D. PART-TIME RN**

A part-time RN is a Nurse who is not in a temporary status and is regularly scheduled to work at least thirty-six (36) but less than seventy-two (72) hours per pay period. All part-time Nurses are eligible for benefits pursuant to the terms set forth in Article 11 – Paid Time Off & Benefits.

**E. PER DIEM RN**

Per diem Nurses are those nurses employed to provide supplemental staffing for sick calls, scheduled vacations and at other times when additional staffing is needed by the Hospital. A per diem RN is not classified as a full-time RN or part-time RN. A per diem Nurse does not work on a regular basis but is willing to work when the need requires.

Per diem Nurses are required to work a total of five (5) shifts per quarter of which two (2) are weekend shifts subject to nursing unit needs.

Per diem Nurses are required to work one (1) holiday per calendar year subject to nursing unit needs.

Per diem Nurses will continue to receive a 15% differential in their wages in lieu of benefits, excepting retirement if otherwise eligible.

Per diem Nurses are eligible for benefits pursuant to the terms set forth in Article 11 – Paid Time Off & Benefits.

A per diem Nurse who is called-off will be considered to have satisfied one (1) of her required shifts for each day she is called-off.

**F. PRECEPTOR NURSE**

RN's who precept new RN's/ LPN's shall be eligible to receive a preceptor differential of 10 % for each hour worked precepting and/or orienting newly hired nurses and nurses who have permanently transferred from one clinical area to another clinical area. The Hospital and the RN's through a nursing based council and/or unit-based councils will jointly develop preceptor guidelines/qualifications and applicable training programs. The Hospital will have ultimate authority to determine which RN's precept new nurses, attempting to distribute precepting opportunities equitably among qualified staff. The provisions set forth herein shall not apply to the RN's acting as a resource to RN's/LPN's who float to another unit and/or RN's who are mentoring nursing students.

## **G. TRAVEL NURSES**

Travel Nurses are Nurses that have been contracted by the Hospital to work for a specific length of time. Such Nurses shall not be covered by the provisions of this Agreement, provided however, that Travel Nurses shall not be used to defeat the right of bargaining unit Nurses as specifically provided for in this Agreement.

## **H. AGENCY NURSES**

Agency Nurses are Nurses that are scheduled through a subcontracting employment agency on an as needed, daily basis. Such Nurses shall not be covered by the provisions of this Agreement, provided however, that Agency Nurses shall not be used to defeat the right of bargaining unit Nurses as specifically provided for in this Agreement.

## **I. FLOAT NURSES WITH PATIENT ASSIGNMENT- VOLUNTARY PROGRAM**

Float nurses are responsible for floating to other units in which the nurse has the proper skill level required for the unit patient assignment(s) and accepts a patient care assignment(s) as directed by the Hospital.

Float nurses will have appropriate certifications and unit specific competencies required for the specific patient care assignment(s) according to the unit's guidelines as defined by the Hospital.

Float nurses shall possess at least 1 year of nursing experience for all nursing departments, except ED and ICU where at least two (2) years of nursing experience is preferred.

Float nurses shall be assigned low census and low census call on the same basis as the other nurses in the specific units assigned.

Float nurses shall receive a differential of one dollar and fifty cents (\$1.50) per hour for each hour worked while floating and accepting a patient care assignment.

Float nurses who accept a patient care assignment shall not be recalled to their home unit unless the Hospital provides a replacement nurse or the assignment ends.

## **J. CROSS-TRAINED NURSES-VOLUNTARY PROGRAM**

Cross trained nurses are those that volunteer to work extra shifts in another unit(s).

The Hospital shall provide training for nurses who volunteer to be cross trained to another unit(s). Nurses shall contract their immediate supervisor to arrange further training.

The Hospital, at their discretion, will provide cross-training opportunities for nurses who volunteer. Cross training opportunities shall not be unreasonable withheld. Cross-trained nurses are responsible for accepting assignments to other units in which the nurse has the proper skill level and training required for the unit/assignment and accepts a patient care assignment as directed by the Hospital.

Nurses will have appropriate certifications and unit specific competencies according to unit guidelines as defined by the Hospital.

It is preferred that nurses possess or acquire at least 1 year of acute care nursing experience for all areas.

Nurses shall be assigned low census and low census call on the same basis as other nurses.

Nurses who are cross-trained will receive a differential of two dollars (\$2.00) per hour for each hour worked outside of their home unit once they have demonstrated competency and training as defined by each unit.

#### **K. TEMPORARY NURSES**

Temporary nurses are employed on a temporary basis, usually for ninety days, for completion of a specific task or project.

### **ARTICLE 5 – SENIORITY**

Seniority as used herein shall be based upon the original date of hire by the Hospital as an RN into a bargaining unit position, provided there is not a break in service greater than one (1) year.

Seniority shall be used for purposes such as determining criteria for job lay off/recall, job transfers and low census. In the event two (2) RN's are hired on the same date, their seniority shall be determined by their birth date, the RN with the earliest birth date will be the most senior. Nurses who accept temporary bargaining unit positions will accrue and retain seniority in accordance with the above.

If an RN takes a position out of the bargaining unit, her seniority will be frozen during the time she is out of the bargaining unit and will be resumed upon re-entry into the bargaining unit. The only exception is: If an RN begins employment as a bargaining unit nurse and then takes a position with the Hospital in Nursing Administration and subsequently returns to a bargaining unit position within 2 years, she will retain all her seniority including the credit earned for the time spent out of the bargaining unit as long as it is not greater than the two (2) year time period.

The Hospital will maintain a current seniority list and will revise the RN seniority by the fifth (5<sup>th</sup>) day of April and October of each year in the Human Resources Department. Provided further, if an event arises where seniority will be a determining factor (i.e. a layoff) the HR department will generate a new seniority list. The RN seniority list will be available in the Human Resources Department and on the HRH intranet. In the event an RN believes that her seniority placement is incorrect, she must protest such placement within thirty (30) calendar days of the posting of the seniority list. The nurse will contact HR with her written protest and will receive a written response within thirty (30) calendar days.

## **ARTICLE 6 – FILLING OF VACANCIES**

When a bargaining unit Nurse vacancy is approved to be filled by the Hospital, the vacancy will be posted on the Hospital web site and the posting shall include: position title and unit, FTE status, hours of work, basic requirements, and position summary. A vacancy list will be distributed to each department and will be posted in the Human Resources Department.

Any bargaining unit Nurse, who wishes to be considered for an open RN vacancy, should submit her on-line application within five (5) calendar days of the vacancy posting. When two (2) or more RNs have applied for the same vacancy, consideration will first be given to the qualifications described in the job posting. If qualifications and abilities are equal, then seniority will prevail. A Nurse who has written disciplinary action in her personnel file that occurred within the six (6) months prior to the application date will not be permitted to transfer.

Applicants will be notified of acceptance or rejection within seven (7) calendar days after a decision is made. Preference will be given to bargaining unit Nurses for five (5) calendar days. If the position is not filled with a bargaining unit Nurse, outside applications will be considered.

Upon acceptance of a new position, the Nurse shall assume the new position based on a mutually agreeable transfer date. A Nurse who commits to a regularly scheduled position will not be eligible to transfer to another open position for a period of six (6) months, except as provided in Article 7 (Layoff/Recall) of this Agreement.

When the Hospital opens a new RN category within the bargaining unit, this information will be reported to the Association as soon as possible after creation and before the position is posted.

## **ARTICLE 7 – LAY-OFFS & RECALL**

A layoff is defined as a separation from employment for seven (7) calendar days or more for reasons not related to discipline. If in the Hospital's judgment a Nursing layoff becomes necessary, the Hospital will determine the services and/or level of patient care to be provided and the staffing structure which will best meet these objectives. The Hospital shall be the judge of qualifications and ability. Affected Nurses and the Association will receive as much notice as is reasonably practicable, but not less than seven (7) calendar days notice, or pay in lieu thereof, prior to the effective date of the layoff. When an affected Nurse receives her lay off notice she shall be permitted to transfer to any open Nursing position within the facility for which she possesses the qualifications and abilities to perform the required work. Transfer assignments will be awarded according to seniority provided the Nurse possesses the qualifications and abilities to perform the required work.

The Hospital shall lay off nurses in the following order: Temporary Nurses, followed by Probationary Nurses, followed by Full and Part time Nurses in the affected department(s). Travel Nurses will be permitted to fulfill the remainder of their contract period, provided however, the Hospital agrees not to contract additional Travel Nurses during the layoff period if a Nurse with the same qualifications and abilities is on layoff.

Provided qualifications and abilities are equivalent, the Nurse(s) in the affected department(s) with the least seniority will be laid off first. If all three (3) of the following criterion are met, the Hospital will re-assign the laid off Nurse(s) to displace the Nurse(s) with the least seniority in the bargaining unit: 1) The Nurse on lay off has greater than or equal to two (2) years of seniority in the bargaining unit. 2) The Nurse on layoff may only displace a Nurse with less seniority than she has. 3) The Nurse on lay off must possess the qualifications and ability to perform the job duties for her re-assigned position. The *Displaced* Nurse may not displace another nurse and will be placed on the recall list. If more than one (1) Nurse is being laid off, the Nurse with the most seniority, provided she possesses the qualifications and ability to perform the duties of the position, shall have the first choice of re-assignments and this process shall continue until the least senior laid off Nurse is re-assigned. If a position later opens in the re-assigned Nurses' home unit, she will be able to, in seniority order, fill the open position notwithstanding the six (6) month internal transfer constraint.

Nurses on the recall list and Nurses reassigned by the hospital shall be permitted to request open shifts as they become available in an attempt to make those Nurses whole. The Hospital will make every attempt to equitably distribute these shifts among laid off and displaced Nurses. Nurses on recall who work open shifts will be paid at the hourly per diem premium pay.

If there is a need to hire for a bargaining unit position during a layoff, the Hospital will post the position. Nurses who have been reassigned or on recall who possess the qualifications and ability will have first opportunity to fill that position based on seniority.

The Hospital shall first recall, in writing, laid off Nurses in order of seniority, provided the Nurse is qualified to perform the work required. The Hospital will provide the affected Nurse(s) with their recall notice via email or actual physical delivery by FedEx, UPS or similar means with proof of delivery. All such notices will be sent to the last email or physical address provided by the Nurse(s) on layoff status, who shall have sole responsibility for providing the Human Resources Department with written notice of their current personal email address (if any), physical delivery address and telephone number.

The recalled Nurse(s) will have three (3) calendar days (excluding weekend days) following the day of delivery of such recall notice within which to advise the Human Resources department of their acceptance or rejection of recall. A Nurse(s) who accepts recall shall coordinate with management or its designee not later than seven (7) calendar days from delivery of the recall notice for the purposes of being scheduled. A recalled Nurse(s) will not be scheduled for duty sooner than fourteen (14) days from delivery of the recall notice, unless by mutual agreement or if required by an emergency outside the control of the Hospital. The recall of nurse(s) beyond six (6) months from their last day of work, shall be subject to the successful completion of the Hospital's standard background check, drug screen and orientation, and such Nurse(s) must provide all necessary information and provide the drug screen sample within seven (7) calendar days of the recall notice.

A nurse who is not recalled because she is not qualified to perform the work will retain her position on the recall list for one (1) year from her original date of the layoff. A Nurse who refuses recall to a position she is qualified to fill or a Nurse who fails to respond to her recall notice shall be removed from the Recall and Seniority List and shall lose all accrued seniority.

In addition, a Nurse on layoff status must maintain her license, certification(s) and competencies. A Nurse on layoff status may attend Hospital education classes, at no charge, to maintain such certification(s), and Nurse(s) on layoff who have met the per diem shift requirements during the three (3) preceding calendar months will be eligible to be paid for the hours spent in such training. With prior management approval, which will not be unreasonably denied, Nurse(s) may voluntarily attend other educational offerings at the Hospital at their own expense and on their own uncompensated time.

The Hospital agrees to maintain a current job posting list on its website. During a layoff a Nurse may elect to use her PTO, in her existing FTE status, until her PTO is exhausted or may elect to receive a lump sum payment at the time of layoff. A Nurse electing to use her PTO for this purpose shall not continue to accrue PTO/ESL. In the event a Nurse does not elect to use her PTO or receive a lump sum payment at the time of layoff, such PTO shall be paid to the Nurse, in one lump sum, if such Nurse remains on layoff status for three (3) consecutive months. Lump sum payments shall be subject to any applicable local, state, and federal withholding taxes. Provided further, Nurses on layoff status, whether or not being paid PTO, may elect to continue participating in the Hospital's Medical, Dental and/or Vision benefit plan(s) ("Plan") pursuant to the continuation provisions of the applicable Plan.

## **ARTICLE 8 – HOURS OF WORK & SCHEDULING**

### **A. SCHEDULING**

The Manager/Director of each nursing unit will develop the schedule according to staffing and patient care needs with input from the unit nurses. Schedules will be posted two (2) weeks prior to the first day of the new schedule and shall be a minimum of four (4) weeks. Upon mutual agreement of the Hospital and the Association, a unit may be scheduled for six (6) or eight (8) weeks; however, if such scheduling does not in the Hospital's judgment satisfy its operating needs, the Hospital may revert a unit to its former four (4) week schedule after notice to the Association.

If Nurses in a specific unit request, self-scheduling may be permitted according to unit-specific criteria developed by the unit Manager/Director with input from the Nurses in the nursing unit. The unit Manager/Director shall approve the schedule before it is posted.

A Nurse must request days off prior to the posting of the schedule in accordance with unit-specific requirements. In addition, a Nurse must be available to fulfill her F.T.E. status during the duration of the schedule period, unless PTO has been requested and approved.

The Hospital will utilize its best efforts to provide mutually agreed upon schedule coverage before and after posting. In the event, nurses, through self-scheduling process cannot come to agreement about the shifts they desire, the Manager/Director may assign coverage in an equitable fashion and break the disagreement among the nurses in conflict before the schedule is posted.

After the schedule is posted, no schedule changes may be made without approval of the affected parties. After exhausting all other options to meet emergent staffing needs including utilizing Per Diem staff, On-Call staff, floating, low census, supervisor/manager working shift, Management may assign the unfilled shift to the least senior Nurse on a rotating basis.

If the Nurse wishes to change her posted schedule, the RN must arrange to have another Nurse who is equally qualified fill the shift and must obtain her Manager/Director or their designee's approval of such change. Such approval will not be unreasonably withheld.

## **B. LOW CENSUS**

During periods of low patient census, the Hospital may reduce staff on a short term, temporary basis.

A Nurse on overtime will be the first RN reduced during periods of low census. In the event there are no RN's on overtime the following order will be used to distribute low census time:

### **1. Voluntary Low Census**

Subject to operational requirements, the Nurse whose turn is next in the rotation has the first choice to volunteer. If she does not volunteer, then the low census shift shall be awarded to an RN who volunteers to be released from duty. If more than one (1) Nurse volunteers, low census will be distributed on a rotating basis. Unless a Nurse is placed on low census call, such Nurse will have no commitment to the Hospital for that shift.

### **2. Assigned Low Census**

Nurses may be released from the low census shift as mutually agreed upon by the affected Nurses.

- a. To the extent an RN does not volunteer, and the Hospital determines ability, qualifications, and relevant clinical experience are approximately equivalent, staff reductions for low census will be assigned beginning with the least senior RN progressing through the most senior RN on a rotating basis.
- b. If the above affected full-time or part-time Nurse on the affected unit and shift has already been assigned low census hours or placed on low census call in a pay period and a per diem Nurse has been scheduled to work in the affected unit and shift then such per diem Nurse will be assigned low census before the above affected Nurse will be assigned additional low census hours in that pay period.

- c. Unless a Nurse is placed on low census call, such Nurse will have no commitment to the Hospital for that shift. The Hospital will utilize its best efforts to equitably distribute low census between RN's in the affected unit subject to operational requirements.

### **C. LOW CENSUS CALL**

Upon request by the Hospital, the nurse may be placed on Low Census Call during low census time off. If on Low Census Call, the nurse will be provided with a portable pager, if requested by the Nurse.

A Nurse may elect to use available PTO as compensation when such RN has been relieved from duty due to low census or an RN may elect not to utilize PTO. Provided further, an RN who is relieved from duty due to low census, whether or not such Nurse is paid for such low census time, will accrue PTO, seniority and other benefits including retirement. The provisions of this paragraph shall not apply to non-benefit eligible Nurses.

If a Nurse is scheduled to work a shift and is not needed, the Hospital will give the RN as much notice as practicable.

Tracking of Voluntary Low Census, Assigned Low Census and Low Census Call will be the responsibility of the RN's, with management oversight.

Contract agency Nurses (travelers) shall not be subject to the Low Census provisions set forth above.

Travelers may be floated to another area of the Hospital where a need exists to perform tasks, transport or other duties as assigned by the Hospital.

### **D. FLOATING**

A Nurse may be required to assist in patient care needs on a unit to which she is not permanently assigned in order to provide adequate nursing personnel to ensure patient safety and to maintain a high quality of patient care. Floating is not normally used to cover sick calls. If the workload is such that assistance with task-oriented duties will meet the patient's needs, floating will be utilized to cover the sick call. Floating is the use of already available nursing resources in the event that additional Nurses are required in a particular unit for adequate patient care and safety.

All Nurses shall be expected to float to other departments within the Hospital to assist with patient care in times of disaster, high census, LOA coverage or other emergent situations.

Decisions regarding nursing personnel to float should be made involving the unit Nurse's, respective department managers (if available) and/or the House Supervisor. If issues arise regarding that decision, the Vice President of Patient Care Services or the A/C on Call shall make the final decision.

All Nurses may be required to float in the event that patient care and safety requires additional RN's in a particular unit. Float RN's shall be rotated within the individual departments. Tracking of floating will be the responsibility of the RN's in each unit, with management oversight.

The Nurse to be floated will function under the guidance of a regularly scheduled nurse from the receiving unit who will serve as the RN's resource person. If floated, the Nurse shall be given only task oriented duties as to assure that if the need arises, she may return to, her assigned unit unless required to maintain safe patient care.

A Nurse will be floated to an area where she could best provide a high level of basic patient care.

The unit receiving the floated Nurse should assure the Nurse receives appropriate guidance, orientation to that unit, and a resource Nurse will be assigned.

Float Nurses are responsible to report any immediate concerns with a patient assignment or the support she is receiving from the Nurses in the unit to the RN responsible for assignment of patient care.

The House Supervisor should be made aware of, and involved in, all staffing decisions regarding the need for extra staff or low census of staff to ensure adequate Nurses are on duty to ensure patient safety and maintain a high quality of patient care.

#### **E. VOLUNTARY TRANSPORT NURSE**

The Emergency Department RN's, with management oversight, will maintain a current list of nurses initially arranged by seniority who have volunteered and, in the judgment of the Hospital, are qualified and have completed the required competencies to accept assignments, outside of their normal duties, as transport nurse for the Hospital. The Nurse at the top of the list shall be called first when there is need to find a transport nurse. Once a Nurse accepts a transport assignment, her name will be dated and placed at the bottom of the list. For subsequent transports, the Nurse at the top of the list shall be called first and if she declines the assignment, the next Nurse on the list will be called until a volunteer is found.

Nurses who voluntarily accept assignment as transport nurse will be considered as employees of the Hospital for the purposes of liability insurance and workers' compensation coverage. All applicable health, life and accident policies in which Nurses participate are not affected by virtue of their performing the assigned duties of a transport Nurse. Any monies due and payable under the provisions set forth in this paragraph shall be paid to the affected RN's designated beneficiary or estate.

Should the transferring physician be unavailable, the Hospital agrees to have a medical control provider available via telephone and/or radio during the transport to provide direction to the transport Nurse.

In the event that airway or ventilator management is needed for the safe transport of the patient, a Respiratory Therapist will accompany a transport if deemed necessary by the Provider.

Any Nurse who accepts an assignment as a transport Nurse shall be compensated at one and one half times (1 ½) their regular rate of pay for actual hours worked.

#### **F. WEEKENDS**

The weekend shall be defined as Friday from 1900 hours through Monday at 0700 hours, and Nurses shall receive a weekend differential of \$1.75 for actual time worked during that time period.

#### **G. REPORTING NOTICE**

When a Nurse is unable to report for work at her regularly scheduled starting time, such Nurse must give her supervisor, or designee, as much advance notice as possible, but in no event less than two (2) hours notice of her inability to report, explain the reason therefore and the probable duration of her absence.

Both the Hospital and the Association recognize the importance of reporting an absence or late report as soon as possible to optimize success of finding a replacement Nurse.

#### **H. REST PERIODS**

Nurses working a scheduled shift of eight (8) hours or more may take a fifteen (15) minute rest period during the first half and last half of her scheduled shift. Nurses scheduled to work less than eight (8) hours may take one (1) fifteen (15) minute rest period. Notwithstanding the foregoing and consistent with applicable law, the parties recognize that rest breaks may be precluded by patient care and other operational needs. However, Nurses on each unit are strongly encouraged to relieve one another to facilitate rest period coverage and to take their rest periods on the Hospital premises. Time for rest periods taken on the Hospital campus is compensated time. If a Nurse leaves campus for her rest period, she must clock out and the time will be unpaid. A Nurse may not take rest periods consecutively, in conjunction with a meal period, or at the start and/or end of a shift.

#### **I. MEAL PERIODS**

Nurses working shifts of four and one-half (4½) hours or more may take a thirty (30) minute meal period, which includes time spent going to and from her work area. In the event a Nurse is unable to take her meal period due to patient care or other operational needs, the Nurse will be compensated and will be responsible for canceling her meal deduction in accordance with the applicable procedure. Clinic Nurse(s) who currently take an unpaid one (1) hour meal period due to their provider's schedule will be able to continue doing so to the extent consistent with the Hospital's operational needs.

**J. SHIFT TIMES AND LENGTHS**

A scheduled shift will typically consist of up to twelve (12) hours work per day. The Association shall be given as much notice as reasonably practicable of changes in shift hours, starting or ending times. Upon timely Association request, the Parties will meet and confer regarding any such action giving due regard to fairness and the operational/economic needs of the Hospital.

**K. SPLIT SHIFTS**

Unless mutually agreed by the Nurse and the Hospital, Nurses will not be scheduled to work a split shift, except as provided in Article 8, "Low Census Call".

**L. MANDATORY OVERTIME**

Except as permitted by Article 3 (xiii), Nurses will not be required to work mandatory overtime, unless obligated by the Montana Nurse Practice Act and regulations thereunder.

**M. ATTENDANCE**

Any Nurse(s) who fails to report to work or complete her entire scheduled shift, shall be charged with an occurrence. Consecutive days of absence, regardless of the number of days involved will be considered as a single occurrence.

An occurrence will not be charged when a Nurse cannot report to work because of a weather emergency declared by the Hospital or the City of Miles City or the County of Custer. Nor will a Nurse be charged with an occurrence if she has traded her shift or otherwise changed her posted schedule pursuant to Article 8 A above.

Absence from work due to any approved leave of absence shall not be considered an occurrence. Moreover, nothing herein shall preclude the Hospital from disciplining a Nurse for excessive tardiness.

Verbal Warnings

Any Nurse(s) who has three (3) attendance occurrences during a rolling twelve (12) month period will be issued a verbal warning.

Written Warnings

Any Nurse(s) who has four (4) attendance occurrences during a rolling twelve (12) month period will be issued a written warning.

Suspension/Termination

Any Nurse(s) who has an additional single occurrence within the rolling twelve (12) month period following a written warning will be suspended from work for two (2) scheduled work days without pay. Any Nurse(s) who has an additional single occurrence following suspension within the rolling twelve (12) month period shall be subject to termination.

Any Nurse(s) who is scheduled to work and fails to report for two (2) consecutive work shifts without notifying the appropriate supervisor will be deemed to have voluntarily resigned their employment.

In order to return to work from an absence of three (3) or more consecutive shifts because of the nurse's illness, a Nurse(s) must present to their immediate supervisor a written release to return to work, with or without reasonable accommodations, from a qualified healthcare provider.

#### Arbitrator's Jurisdiction

In any disciplinary Grievance/Arbitration related to the administration of this Article, the Arbitrator shall have no jurisdiction to modify the penalty provided by the Article if the Arbitrator finds that the Nurse was properly charged with the occurrences.

### **ARTICLE 9 – COMPENSATION**

No Nurse shall suffer a reduction in her base hourly rate of pay as a result of this Agreement.

All newly employed RN's starting wage shall be determined by years of experience as an RN. Newly employed RNs shall be given credit for all years of actual working nursing experience up to a maximum of 15 years credited. The years of service shall be truncated as of the date of hire.

**Retroactive to July 1, 2017**

The parties agree to wage scales below and Nurses will advance a single experience-step on the wage system if applicable. Full and part time nurses currently at step 24 shall receive a lump sum bonus of \$1,000 payable effective July 1, 2017.

This paragraph will not apply to any mutually-agreed "Red Circled" Nurses. "Red Circled" Nurses are any currently employed nurses at or above the Step associated with their years of experience.

Step	H & NH	Clinic	Q&E/ MDS/ Case Mgmt	CI Spec
	Step Rate	Step Rate	Step Rate	Step Rate
0-2	24.30	20.79	26.21	25.15
3	24.55	21.01	26.49	25.42
4	24.81	21.22	26.77	25.68
5	25.24	21.60	27.23	26.13
6	25.68	21.97	27.71	26.58
7	26.13	22.36	28.20	27.05
8	26.59	22.75	28.69	27.52
9	27.05	23.15	29.19	28.00
10	27.52	23.55	29.70	28.49
11	28.00	23.97	30.22	28.99
12	28.50	24.38	30.75	29.50
13	29.00	24.82	31.29	30.02
14	29.50	25.24	31.84	30.54
15	30.02	25.69	32.40	31.07
16	30.54	26.14	32.96	31.62
17	31.08	26.60	33.53	32.17
18	31.62	27.06	34.12	32.74
19	32.18	27.53	34.72	33.31
20	32.74	28.02	35.33	33.89
21	33.32	28.51	35.94	34.48
22	33.89	29.01	36.57	35.09
23	34.49	29.51	37.22	35.70
24	35.09	30.03	37.87	36.33

**Effective July 1, 2018:**

The parties agree to the wage scales below and Nurses will advance a single experience-step on the wage system if applicable. Full and part time nurses currently at step 24 shall receive a lump sum bonus of \$1,000 payable effective July 1, 2018.

This paragraph will not apply to any mutually-agreed “Red Circled” Nurses. “Red Circled” Nurses are any currently employed nurses at or above the Step associated with their years of experience.

	Step Growth Rate		2.5%	
Step	H & NH	Clinic	Q&E/ MDS/ Case Mgmt	CI Spec
	Step Rate	Step Rate	Step Rate	Step Rate
0-2	24.91	21.31	26.87	25.78
3	25.16	21.53	27.15	26.05
4	25.43	21.76	27.44	26.32
5	25.87	22.14	27.91	26.78
6	26.32	22.53	28.40	27.24
7	26.78	22.91	28.91	27.73
8	27.25	23.32	29.41	28.21
9	27.73	23.73	29.92	28.70
10	28.21	24.14	30.44	29.20
11	28.70	24.56	30.98	29.71
12	29.20	25.00	31.52	30.24
13	29.72	25.43	32.07	30.77
14	30.25	25.89	32.64	31.30
15	30.77	26.32	33.21	31.85
16	31.31	26.79	33.78	32.41
17	31.85	27.26	34.37	32.97
18	32.41	27.74	34.97	33.56
19	32.98	28.22	35.59	34.14
20	33.56	28.71	36.21	34.74
21	34.15	29.22	36.84	35.34
22	34.75	29.73	37.48	35.97
23	35.35	30.26	38.15	36.59
24	35.97	30.78	38.82	37.24

**Effective July 1, 2019**

The parties agree to the wage scale below and Nurses will advance a single experience-step on the wage system if applicable. Full and part time nurses currently at step 24 shall receive a lump sum bonus of \$1,000 payable effective July 1, 2019.

This paragraph will not apply to any mutually-agreed “Red Circled” Nurses. “Red Circled” Nurses are any currently employed nurses at or above the Step associated with their years of experience.

	Step Growth Rate		2.875%	
Step	H & NH	Clinic	Q&E/ MDS/ Case Mgmt	CI Spec
	Step Rate	Step Rate	Step Rate	Step Rate
0-2	25.63	21.92	27.64	26.52
3	25.89	22.15	27.93	26.80
4	26.16	22.38	28.23	27.08
5	26.61	22.78	28.71	27.55
6	27.08	23.18	29.22	28.02
7	27.55	23.57	29.74	28.53
8	28.03	23.99	30.26	29.02
9	28.53	24.41	30.78	29.53
10	29.02	24.83	31.32	30.04
11	29.53	25.27	31.87	30.56
12	30.04	25.72	32.43	31.11
13	30.57	26.16	32.99	31.65
14	31.12	26.63	33.58	32.20
15	31.65	27.08	34.16	32.77
16	32.21	27.56	34.75	33.34
17	32.77	28.04	35.36	33.92
18	33.34	28.54	35.98	34.52
19	33.93	29.03	36.61	35.12
20	34.52	29.54	37.25	35.74
21	35.13	30.06	37.90	36.36
22	35.75	30.58	38.56	37.00
23	36.37	31.13	39.25	37.64
24	37.00	31.66	39.94	38.31

**D. PAY PERIOD**

The workweek shall commence at 00:01 on Sunday and end on Saturday at 24:00. For the purposes of computing overtime and premium pay, a shift, which is scheduled, to be worked in two (2) separate calendar days shall be deemed to have been worked during the day the shift begins. A pay period consists of fourteen (14) consecutive days. All hours worked will be paid as rounded to the nearest one-tenth (1/10<sup>th</sup>) hour.

## **E. DIFFERENTIALS**

Preceptor/per Article 4 F

Weekend/per Article 8

Night shift differential begins at 2300 and ends at 0700. Nurses shall receive \$2.75/hour differential for all hours worked during that time period.

Evening Shift differential begins at 1500 and ends at 2300, nurses shall receive \$1.50/hour differential for all hours worked during that time period.

Team Leader/ Nurses designated by their manager to serve as Team Leader on a specific shift shall receive an hourly differential of \$1.50 for actual time worked in that capacity.

House Sup-ED/ Nurses designated by their manager to serve as House Sup-ED on a specific shift shall receive an hourly differential of \$1.75 for actual time worked in that capacity.

## **F. REGULARLY SCHEDULED ON CALL AND CALL BACK PAY**

RNs who work in departments which require participation in a regularly scheduled on-call rotation will be designated as on-call RNs. The on-call RN will be available by telephone or hospital beeper for all hours during the on-call shift and are expected to report back to work according to policy and/or protocol when called back by the Hospital. On-call RNs will receive three (\$3.00) dollars per hour on-call pay for all hours during the on-call shift. On-call RNs who are called back to work during the regularly scheduled on-call shift will receive one and one-half (1 ½) times their base hourly rate for all hours worked while called back during the on-call shift.

## **G. LOW CENSUS ON CALL AND CALL BACK PAY**

A "low census call back shift" shall be defined as a shift worked by an RN who is called back into work by the Hospital while on low census call. In addition to regular PTO accrual, an RN shall receive a set bonus of three (3) P.T.O. hours for each such shift worked.

## **H. SHORT NOTICE CALL IN PAY**

A "short notice call-in shift" shall be defined as an unscheduled shift worked by an RN who is called in by the Hospital with less than eight (8) hours advance notice of the designated start time. In addition to regular PTO accrual, an RN shall receive a set bonus of three (3) P.T.O. hours for each such shift worked.

## **I. OVERTIME**

RNs will be compensated at one and one half (1½) times their regular rate of pay for all hours worked in excess of (40) hours per workweek in accordance with applicable law. There shall be no pyramiding of overtime or any premium pay, with the exception of the current practice as to holiday pay.

## **J. HOLIDAYS**

Holiday pay will be governed by Article 11; however, the current holidays are New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

## **ARTICLE 10 – LEAVES OF ABSENCE**

### **A. FAMILY MEDICAL LEAVES**

Family Medical Leaves of Absence shall be granted in accordance with applicable Federal law. FMLA absences shall not be considered an episode of absenteeism.

### **B. MILITARY LEAVES**

Military Leaves of Absence shall be granted in accordance with applicable Federal law.

### **C. PERSONAL LEAVE**

A Nurse may request a Personal Leave of Absence (“PLOA”) from work, which may be granted by the Hospital at its sole discretion, to full time and part time Nurses who have successfully completed twelve (12) months of employment at the Hospital.

1. The Nurse must exhaust her PTO and any other applicable benefits prior to being placed on unpaid status.
2. A Nurse is required to submit a written request for PLOA at least two (2) weeks prior to the commencement date of the requested PLOA. The written request should include: reason for the leave; length of time desired; date of commencement and anticipated return to work date.
3. Time taken for an unpaid PLOA does not constitute time for accumulating PTO, ESL or other benefits per policies.
4. The full expense of health, dental and vision insurance premiums will be paid by the Nurse if the Nurse wishes to maintain the coverage. The Nurse should contact the Human Resource department to find out the cost, the date, and place of remittance.
5. A Nurse must give two (2) weeks notice when applying for reinstatement after her PLOA. The ability to return will be subject to the employment conditions at the time of return. The Nurse may be reinstated provided that the Nurse: has not worked elsewhere while on her PLOA and is qualified for the position to which she has applied (if she is not returning to her prior position).
6. A Nurse that does not return to work and does not request an extension before the leave has expired, will be terminated and her name will be removed from the Seniority List. Provided further, the extension of a PLOA shall be at the sole discretion of the Hospital.

#### **D. ACCRUALS**

Paid Time Off shall not accrue during any unpaid time off, except during low census unpaid time off.

#### **E. RETURN FROM LEAVE OF ABSENCE NOTIFICATION REQUIREMENTS**

A Nurse must notify her department Director or Manager, as applicable, of her availability to return to work at least two (2) weeks prior to expiration of the applicable leave of absence.

#### **F. BEREAVEMENT LEAVE**

Full-time and Part-Time Nurses may use up to twenty-four (24) consecutive paid hours of are provided paid Bereavement Leave for a death of an immediate family member. Bereavement pay shall only be paid for the hours the Nurse was originally scheduled to work. Bereavement Leave will override Paid Time OFF (PTO). Absences incurred due to death of an immediate family member are to be coded as bereavement leave instead of PTO.

Bereavement leave for a set number of hours as follows:

- Full time (0.9 – 1.0 FTE) = 24 hours
- Part time (0.45 – 0.899 FTE) = 24 hours

Associates needing additional time away from work beyond the bereavement leave hours may use hours available in their PTO Banks; management approval is required as with all PTO requests.

Bereavement leave is effective immediately upon hire.

Immediate family is defined as:

- Spouse or equivalent, as defined by applicable state law
- Child/Step Child
- Parents/Step Parent/Guardian
- Sister/Step Sister or Brother/Step Brother
- Grandparent
- Grandchild
- Mother-in-Law or Father-In-Law
- Daughter-In-Law or Son-In-Law
- Sister-In-Law or Brother-In-Law

Absence from work due to qualified Bereavement Leave is not considered an episode of absenteeism.

**G. JURY DUTY LEAVE**

Nurses receiving a jury duty summons are to notify the department manager immediately upon the initial and subsequent notifications, keeping manager informed and providing proof of jury duty participation if requested.

The Nurse will be paid her base rate of pay, for her missed scheduled shifts for the duration of the jury participation.

In addition, the Nurse must notify her manager immediately at the completion of jury duty if only part of the day is spent on jury duty if during her regularly scheduled shift. At the time the Nurse's manager will determine whether the Nurse needs to return to the Hospital to complete her shift.

**H. HOSPITAL REQUIRED TESTIMONY**

When a Nurse is called for testimony on behalf of the Hospital, she will be paid her hourly rate of pay by the Hospital for preparation and the time spent testifying. The Hospital will reimburse the Nurse for travel time and expenses associated with the Hospital required testimony.

**ARTICLE 11 – PAID TIME OFF & BENEFITS**

Registered Nurses shall be eligible to participate in Hospital benefit plans, including, but not limited to, extended sick leave plan (ESL), holiday pay, longevity bonus, medical plan, dental plan, vision plan, long-term disability plan, life insurance, accidental death and dismemberment insurance, meal discount and retirement plans, on the same terms and conditions applicable to other hospital employees.

With respect to paid time off (PTO), the Hospital will continue to administer a PTO program as set forth in Appendix "A" hereto.

**ARTICLE 12 – GRIEVANCE & ARBITRATION PROCEDURE**

**A. DEFINITION**

A grievance is defined as a dispute as to the interpretation, meaning or application of a specific provision of this Agreement. A grievance may be filed by a Nurse individually, by the Association on behalf of a Nurse individually, by the Association on behalf of the Nurses as a unit, or by the Hospital. The written grievance must state the issue(s) in dispute, the relevant facts concerning the circumstances of the dispute and the requested remedy. Both the Hospital and the Association acknowledge the goal of resolving disputes quickly and on the lowest level involving the fewest individuals.

If either party fails to comply with time limits set forth herein, the grievance will be considered resolved in favor of the party that was in compliance with the provisions of this Article. The time limits referred to in this Article may be extended by mutual agreement of the parties and shall be confirmed in writing as soon as practicable. In the event one party requests a grievance be submitted for mediation in accordance with Step 3 of this Article, the other party must mutually agree to the mediation process.

## **B. PROCEDURE**

Grievances shall be processed in accordance with the procedure set forth below:

### STEP 1

A Nurse should make a reasonable effort to resolve the possible grievance informally in a discussion with her immediate supervisor.

If an RN is unable to resolve the possible grievance, an Association representative (if requested by the Nurse) and the RN will have a meeting with the immediate supervisor.

This requirement must be satisfied before a written grievance is submitted at *Step 2* below.

### STEP 2

If the grievance cannot be resolved informally, it shall be reduced to writing and submitted to the Director of Human Resources with a copy to the appropriate department director within thirty (30) calendar days after the event on which it is based. Within ten (10) calendar days after receipt of the written grievance, a meeting shall be held with the Director of Human Resources to discuss the grievance. The grievant and/or the Association representative may be present at the meeting. Within ten (10) calendar days after the meeting, the Hospital shall respond to the grievance in writing.

### STEP 3

In the event the parties are unable to resolve a grievance, either party may request in writing within ten (10) calendar days of the final written response the issue be submitted to mediation in an effort to avoid arbitration. Any such mediation shall be non-binding unless the parties reach mutual agreement on a compromise, in which event the grievance will be resolved. Selection of the mediator will be by mutual agreement of the parties. The expenses of mediation shall be born equally by the parties. If mediation is requested, the time for notice for arbitration shall be tolled until completion of mediation.

### STEP 4

If either party does not agree to mediate the dispute, if the dispute is not resolved at Step 3 or the Hospital's response in Step 2 is not satisfactory, the Association may submit the grievance to arbitration by notifying the Hospital in writing of its intent to do so. In order to be timely, the Association's notice must be received by the Hospital within ten (10) calendar days after the Association's receipt of the Hospital's *Step 2* response or the conclusion of the mediation.

## **C. WAIVER**

Failure of either party to file a grievance within thirty (30) calendar days of the event on which such grievance is based shall constitute a permanent waiver and bar.

**D. TIME LIMITS**

The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of the Association and the Hospital. Such agreement shall be reduced to writing.

**E. ARBITRATION PROCEDURE**

The following procedure shall apply if a grievance is submitted to arbitration:

The parties will request a list of seven (7) arbitrators who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service (FMCS); an impartial arbitrator may be selected by mutual agreement.

If the parties cannot reach agreement, the parties will select an arbitrator by alternately striking names from the list until one arbitrator remains. The selection of the arbitrator must be completed no later than thirty (30) calendar days from receipt by the Hospital and the Association of the list of arbitrators from the FMCS.

1. A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Hospital and the Association shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Hospital and the Association. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit Nurses. The parties shall request the arbitrator to issue his/her decision not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.
2. The arbitrator's authority is derived from this Agreement and his jurisdiction is limited to the interpretation and application thereof. He shall not have authority to (a) amend or modify any provision of this Agreement; or (b) render an award on any grievance arising before the effective date, or after the termination date of this Agreement.
3. The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of the mutual facilities shall be borne equally by the Hospital and the Association.

**F. WRITTEN RESPONSE**

All written responses shall comply with the provisions Article 28 (Notices) of this Agreement.

### **ARTICLE 13 – DISCIPLINE & TERMINATION**

Nurses may be disciplined or terminated for cause, except as provided in Article 4 A (Employee Status) of this Agreement. In taking disciplinary action, the Hospital will normally follow the principle of progressive discipline directed toward the goal of correction. The parties acknowledge that the Hospital may define circumstances justifying immediate suspension or termination subject to just cause.

Formal disciplinary action shall take place in a private area. All bargaining unit Nurses have the right to have an Association representative present for disciplinary proceedings. All disciplinary proceedings are subject to Article 12 – Grievance & Arbitration Procedure of this Agreement.

All disciplinary entries in the personnel file not involving termination shall state the required corrective action and date for re-evaluation. Written documentation of a performance issue which is not used in a formal process may be removed from the Nurse's personnel file after one (1) year upon her request. Disciplinary actions greater than three (3) years old may not be utilized for progressive discipline purposes provided there have not been further disciplinary action(s) of a similar nature.

### **ARTICLE 14– PROFESSIONAL CONFERENCE COMMITTEE**

- A. The purpose of the Professional Conference Committee (“PCC”) is to facilitate communications and cooperation between the Nurses and the Hospital. The PCC will establish a forum for open discussion of mutual concerns; discussion regarding changes in the workplace; identifying concerns between Nursing and other departments in the hospital; and to develop possible problem solving strategies.

The Hospital members of the PCC shall consist of the C.N.O., or her designee, a Human Resource representative and two (2) nurse managers. The Association members of the PCC shall consist of three (3) Nurses employed at the Hospital, who are selected by the Association's Local Unit, as well as the Association representative. Time spent by the PCC's Local Unit members will be uncompensated, except for up to an aggregate collective total of three (3) hours per quarter for actual time spent attending PCC meetings. The PCC will normally meet on an every other month basis for an hour, unless (1) otherwise agreed by a majority vote of the PCC, or (2) an emergency meeting is mutually agreed to by the CNO and Local Unit Chair.

In the event a problem is perceived regarding a policy adopted by the Hospital relating to nursing employment conditions, the policy will be discussed in the PCC. In the event a recommendation of the PCC is in conflict with this Agreement, the Association and the Hospital may by mutual agreement through a letter of understanding change the conflicting language.

When the Hospital makes a final decision to implement a new RN pay classification within the bargaining unit, it shall be reported to the PCC at its next meeting. Upon the PCC's timely request, the most recently compiled list of unfilled Nursing positions, vacancy and bargaining unit turnover rate will be provided to the PCC. Upon timely request, the most recent minutes of the Hospital's Safety and/or Education committees will be available for review by the PCC's Local Unit members, subject to their execution of a confidentiality agreement relating to such information.

The PCC's function is strictly advisory; therefore, nothing herein shall be deemed or construed to diminish the Hospital's rights under Article 3, "Management Rights", to create any additional obligation to bargain, to replace the grievance processes, or to make arbitral any issue not otherwise subject to arbitration under Article 12.

- B. The Employer will make its best effort to make policies and procedures readily accessible to RNs while working for the Employer with a target date of completion of 4/1/2018

#### **ARTICLE 15-SUPERVISORS' PERFORMANCE OF RN DUTIES**

Supervisors may continue to perform RN duties; however, the Hospital may not utilize supervisors to perform such work in order to undermine the integrity and viability of the bargaining unit. They may, however, provide assistance to meet patient care needs, assist with training and orientation of new Employees, cover bargaining unit Employees for meal periods and breaks, work shifts related to unexpected absences, emergencies or other intermittent work.

#### **ARTICLE 16-ORIENTATION**

Orientation for newly hired Nurses will normally be for a period of six (6) weeks, which may be extended, decreased or modified by the Hospital based upon the Nurse's prior experience and work area.

Orientation for newly hired Nurses at Holy Rosary Clinic will normally be for a period of two (2) weeks, which may be extended, decreased or modified by the Hospital based upon the Nurse's prior experience and work area.

Orientation for Nurses who transfer from one department to another department will normally be for a period of three (3) weeks, which may be extended, decreased or modified by the Hospital based upon the Nurse's prior experience or familiarity with the new department.

The department manager, the newly hired or transferred nurse and a preceptor will discuss whether a Nurse has completed her orientation as evidenced by completion of the orientation skills checklist and whether the Nurse is able to function on a sufficiently independent basis. The department manager shall make the final determination as to whether or not a Nurse has completed her orientation.

The terms set forth herein shall not apply to Nurses who are floated to another area in accordance with Article 8 D – Floating.

A copy of this Agreement will be included in the new hire Nurse’s orientation packet.

A Local Unit Representative shall meet with newly hired nurses for 30 minutes during Employee Orientation. The Employer will notify the Local Unit’s designee, in advance, with details of the upcoming orientation to include date, time, place and names of nurses. Time spent by the Local Unit member will be uncompensated.

#### **ARTICLE 17 – NON-DISCRIMINATION**

The Hospital and the Association agree that there shall be no discrimination against any Nurse or RN applicant because of race, color, religion, national origin, sex, sexual orientation, age, disability, marital status, union status or activities or any other characteristic protected by law.

#### **ARTICLE 18 – UNLAWFUL HARRASSMENT**

The Hospital will comply with all applicable laws and regulations relating to sexual and other legally prohibited forms of harassment. The Hospital will post all legally required notices relating to unlawful harassment, reporting mechanisms and other related information.

- A. It is a responsibility of all Nurses to report any episodes of unlawful harassment. If a Nurse is subject to or witnesses any unlawful harassment, she must report the matter immediately to her manager or designee. If a Nurse is uncomfortable reporting this to her manager she must report the incident directly to Human Resources.
- B. The Hospital will initiate a prompt investigation following reports of unlawful harassment in the work place and will advise the Nurse who has reported the unlawful harassment of the final results of the investigation.
- C. Any act of retaliation against a Nurse due to her reporting, participation or involvement in an investigation is strictly forbidden.

#### **ARTICLE 19 – EXPOSURE TO INFECTIOUS DISEASE**

All Nurses are required to follow the Hospital’s Standard Precautions and Transmission-Based Precautions Policies (“Policies”). Pursuant to the Policies, a Nurse who is exposed to an infectious disease will be referred to an appropriate provider. Based on epidemiology of infection transmission in a healthcare setting and the Nurses’ susceptibility to infection, testing and/or treatment will be provided at the Hospital’s expense. Provided further, if appropriate, work restrictions may be required in accordance with the recommendations of the Infection Control Committee.

#### **ARTICLE 20 – WORK RELATED INJURIES**

All Nurses are covered by Worker’s Compensation through the Hospital. Injuries occurring at work must be reported immediately to her supervisor and/or designee. The Nurse will complete and submit the required form(s) to Human Resources.

## **ARTICLE 21-CONTRACT TERMS AS MINIMUMS**

The terms hereof are intended to cover only minimums in wages, hours, working conditions, and other employee benefits. The Hospital may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimums herein prescribed. The Association shall, however, be given advance notice of all such changes. Upon request, the Parties will meet and confer regarding any such action giving due regard to fairness and the operational/economic needs of the Hospital.

## **ARTICLE 22 – NO STRIKE/NO LOCKOUT**

During the term of this agreement, no Nurse shall engage in any strike, picketing, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the Hospital. However, notwithstanding the foregoing, nothing herein shall be deemed or construed to prohibit Nurse(s) from participating in or supporting on their non-working time any lawful demonstration or rally related to the Hospital by another labor organization. The prohibitions of this Article are intended to apply regardless of the motivation for the strike or other conduct. By way of illustration only, this Article expressly prohibits (1) sympathy strikes (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit); (2) strikes over disputes that are not subject to arbitration; and (3) strikes in protest of alleged violations of state or federal law.

The Association, its officers, agents, representatives and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in or sanction any stoppage or interruption of work, as mentioned above, or ratify or condone or lend support to any such conduct or action.

In addition, to any other liability, remedy or right provided by applicable law or statute, should a stoppage or interruption of work, as mentioned occur, the Association within 24 hours of request by the Hospital shall (a) publicly disavow such action by the Nurses, (b) advise the Hospital in writing that such action by the Nurses has not been called or sanctioned by the Association, and (c) notify Nurses of its disapproval of such action and advise the local unit chairperson to instruct such Nurses to cease such action and return to work immediately. The Hospital agrees that it will not lock out Nurses during the term of this agreement.

## **ARTICLE 23 – PROFESSIONAL RIGHTS AND RESPONSIBILITIES**

The Nurse's personnel file shall be available for her review, during normal business hours, in a private viewing area; an Association representative may also be present for the review. Requests are to be made to the Director of Human Resources and the review process will be supervised by the Director of Human Resources or her designee. The Nurse may request a copy of her personnel file at \$.10 (ten cents) per page.

For all Nurses, the practice of nursing in the Hospital shall be in compliance with the Montana Nurse Practice Act and the American Nurses Association Code of Ethics for Nurses.

**ARTICLE 24 – OMNIBUS CLAUSE**

Whenever the terms she, her, Nurse or RN are used in this Agreement, such terms shall be interpreted to include the male gender.

**ARTICLE 25- SUCCESSORS AND ASSIGNS**

This agreement is binding upon and will inure to the benefit of the parties to this agreement, and their respective successors and/or assigns.

**ARTICLE 26 – SAVINGS CLAUSE**

If any provision of this Agreement is held to be in conflict with any State or Federal law, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect.

**ARTICLE 27 – ENTIRE AGREEMENT**

The parties agree that this Agreement constitutes the entire contract between them governing wages, hours and conditions of employment of bargaining unit Nurses covered during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. Accordingly, the Association and the Hospital expressly waive their rights during the term of this Agreement to demand negotiations upon any subject matter, whether or not such subject matter is specifically contained in this Agreement or whether such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this Agreement.

**ARTICLE 28 – NOTICES**

Notices by the Association to the Employer shall be mailed, by certified mail, return receipt requested, or e-mailed with a delivery and read receipt or delivered to the following address:

Director of Human Resources  
Holy Rosary Healthcare  
2600 Wilson Street  
Miles City, Montana 59301

Notices by the Hospital to the Association shall be mailed, by certified mail, return receipt requested, or e-mailed with a delivery and read receipt or delivered to the following address:

Montana Nurses Association  
20 Old Montana Highway  
Clancy, Montana 59634

## **ARTICLE 29 – TERM OF THE AGREEMENT**

### **A. TERM**

This Agreement shall be effective July 1, 2017, and shall continue in full force and effect until June 30, 2020.

### **B. REOPENING NOTICE**

Either party may serve written notice to the other party of its intent to amend the Agreement not less than ninety (90) days, nor more than one hundred twenty (120) days prior to the expiration date.

## APPENDIX A

### PAID TIME OFF

The Hospital will grant Paid Time Off (PTO) to full and part time Nurses for vacation, holiday, personal days or personal illness. Eligible employees will accrue PTO based on hours paid up to eighty (80) hours maximum per pay period.

PTO hours begin accumulating during the first day period the Nurse works based on the number of hours paid.

Nurses will use PTO for scheduled hours missed as soon as there is a balance of PTO hours in their bank. PTO hours accrue during paid Extended Sick Leave (ESL) and PTO periods, qualified short term disability leave, Family and Medical Leave Absence (FMLA), Jury Duty, and Bereavement. PTO will not accrue on Military leave nor Non-FMLA unpaid leave of absence.

#### Maximum PTO Accrual Limit

Once the maximum PTO bank balance is met, PTO accrual will stop. PTO accruals will restart once the PTO bank balance is below the designated maximum accrual threshold.

The table below reflects the maximum accrual limits designated for years 2017-2020.

Year	Maximum accrual/PTO balance	Effective Pay Period Start Date	Effective Pay Date
2017	400		
2018	360	6/3/18	6/22/18
2019	350	6/2/19	6/21/19
2020	340	1/12/20	1/31/20

A one-time Cash Out in 2018, will be allowed. The cash out will be up to 80 hours, the Nurses' PTO bank must not drop below 120 hours. The Nurse must complete a cash-out form December 1-31, 2017 to be cashed-out in the first payroll of July or December 2018. PTO will be paid at the wages at the time of election.

Upon termination or change to Per-Diem status, accrued and unused PTO will be paid with the next regular payroll cycle, not to exceed the maximum accumulation.

<u>Length of service</u>	<u>Hourly Accrual Rate</u>
0-4 years	0.0885
5-9 years	0.1077
10-14 years	0.1269
15+ years	0.1462

PTO accrual for employees is based on hours paid up to eighty (80) hours maximum for each pay period.

Nurses are permitted to donate PTO hours to another employee per PTO Donation program below:

### **Holidays**

If the Nurse is normally scheduled to work on an observed holiday in which their home department is closed or on reduced staffing levels, PTO will be deducted from their PTO bank for the holiday.

### **USE of PTO**

PTO must be used to bring the total worked hours for the pay period to the Nurses FTE, except when on approved unpaid leave, short term disability. PTO in combination with hours worked must not exceed the Nurses FTE in a given week.

Nurses may use but are not required to use, PTO if sent home during a low census day.

Nurses may not use PTO in less than 15 minute increments.

Nurses may be allowed, with manager approval, to use up to 16 hours of PTO that has not yet been accrued. If a Nurse terminates employment with a negative PTO balance, the value will be deducted from their final paycheck.

Nurses may use PTO during the Short Term Disability benefit elimination period and may elect to "top up" their disability payment(s) to 100% of their regular weekly earnings while receiving benefits under short term disability.

Nurses are not permitted to use PTO while receiving disability payments under Long Term Disability or Workers Compensation.

### **Scheduling Paid Time Off (PTO)**

PTO must be requested for approval by the immediate supervisor as far in advance as possible. The request must have a written response no later than two (2) weeks of the date of the request was made. Nurses shall work holidays as per their unit's holiday rotation unless they find a nurse volunteer to trade/replace the nurse for the holiday.

## **PTO Donation Program**

### Donating Nurse:

- The PTO Donation option is available in the unfortunate event another Nurse/Associate must be absent from work for an extended period of time.
- The Nurse/Associate receiving the PTO Donation must have exhausted both their PTO and any Legacy Sick Bank (ESL Or EIB), if the extended absence is due to a serious health condition affecting the Nurse/Associate themselves, or have exhausted their PTO, if the serious health condition is affecting his/her spouse, child(ren), or parents for whom the Nurse/Associate is needed to provide care.
- Donations may not decrease the donating Nurse's PTO balance below 80 hours.
- Donated hours will not be deducted from the donating Nurse's PTO bank until the hours are needed by the receiving Nurse/Associate.
- Legacy Sick Bank (ESL or EIB) hours are not eligible to be donated.
- Donated hours will be converted to a cash equivalent based on the donating Nurse's base rate. This cash equivalent will then be used to calculate the number of PTO hours that will be credited to the recipient's PTO bank.
- In order to donate hours, Nurses must complete the PTO Donation Form\*, and turn the form into HR services the Wednesday prior to the pay period end date in order to be applied for the current pay period.
- The donating Nurse will not be taxed on the transfer of accrued hours.

### Receiving Associate/Nurse:

- Receiving Associate/Nurse must be on an approved medical leave, for either the Associate's or Nurses own or family member's serious health condition, in order to receive PTO donations. Use the PTO donation hours does not eliminate any FMLA regulation requirements.
- The receiving Associate/Nurse must have exhausted their PTO balance. If the Associate/Nurse has a legacy sick leave balance and the leave is due to a serious health condition affecting the Associate/Nurse themselves, the legacy sick leave balance must also be exhausted.
- Receiving Associate/Nurse will continue to receive and accrue benefits during periods when donated PTO time is being paid.
- The receiving Associate/Nurse may not be paid for time in excess of their standard hours.
- Donated PTO hours are paid at the recipient's base hourly rate.
- The receiving Associate/Nurse will be paid as if he/she were a regular Associate/Nurse with all normal tax/benefit deductions and during normal payroll schedule.\*PTO Donation Form can be obtained on The Landing or by contacting HR Services.

MONTANA NURSES ASSOCIATION

By: Denise Singleton Date: 11-13-17  
By: Diana Laughon Date: 12-06-17  
By: Lorie A. Vandonsel Date: 12-06-17  
By: Ann Finckler Date: 12-6-17  
By: Nette Mitchell Date: 12-7-17  
By: Severly J. Steaford Date: 12-10-17  
By: [Signature] Date: 11-13-17

HOLY ROSARY HEALTHCARE

By: [Signature] Date: 12/22/2017

Chief Executive Officer





This Contract was printed In-House using Union Labor