

AGREEMENT

BETWEEN

**MONTANA NURSE'S ASSOCIATION
LOCAL UNIT #16, Registered Nurses**

AND

Barrett Hospital and Health Care

August 2, 2023 ---- August 1, 2025

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AGREEMENT

This agreement entered into this 2nd day of August 2023, by and between Barrett Hospital & HealthCare, Dillon, Montana, hereinafter referred to as "Hospital" and MNA Local #16 of the Montana Nurses Association, hereinafter referred to as "Association". All members of the bargaining unit hereinafter will be referred to as "Registered Nurse(s)", "Nurses", or "Employees".

ARTICLE 1 – INTENT AND PURPOSE

The purposes of this Agreement are:

- 1.1 - To promote good systematic labor-management relations between the employer and employees.
- 1.2 - To promote a safe and high-quality working environment.
- 1.3 - To promote the highest degree of employee morale.
- 1.4 - To promote implementation of programs designed to aid employees and the Hospital in achieving mutually acknowledged and recognized objectives (e.g., orientation, floating, design of patient care and training programs).
- 1.5 - To address immediately the differences arising between the Association and the Hospital related to matters covered by this labor/management agreement; and
- 1.6 - To establish standards or wages, hours and working conditions for Nurses.
- 1.7 - Nothing in this agreement shall preclude any RN at the Hospital from bringing a personal concern to the attention of the appropriate member of administration, without fear of penalty or reprisal, and resolving such matters to mutual satisfaction provided there is no conflict with the terms of this agreement. All nurses are expected to follow established chain of command.

ARTICLE 2 – RECOGNITION

2.1 - The Hospital recognizes the Association has been elected as the exclusive collective bargaining representative with respect to rates of pay, hours of employment and other working conditions identified in this agreement for all full-time, regular part-time, and per diem (PRN) Registered Nurses or Seasonal Registered Nurse employed at or out of the Employer's Barrett Hospital & HealthCare, Barrett Hospital & HealthCare Clinic facilities in Dillon, Montana; excluding all other employees, clinical informatics specialist, utilization review-discharge planning and swing bed coordinators, infection prevention-employee health coordinators, physicians, APRN, technical employees, skilled maintenance employees, business office clerical employees, independent contractors, travel/agency nurses, Administration, and supervisors as defined by the Act.

2.2 – The employer will deduct membership dues and fees from the salary of each RN who voluntarily agrees to such deduction on the Association application. Authorization is for an annual period and shall be revocable one (1) year from the date of the signature. Such authorization shall be automatically renewed for successive periods of one (1) year unless the RN gives written notice of the revocation to the Association. Withheld amounts shall be forwarded to the Association on a monthly basis following the actual withholding together with a record of the amount and names of those for whom deductions have been made.

A present or future nurse who is not an Association member and who does not make application for membership within 90 days of hire or 90 days 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.

ARTICLE 3 – ASSOCIATION SECURITY

3.1 – To the extent permitted by law it shall be a condition of 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; or the nurse shall pay an and appropriate representation fee in an amount lawfully determined by the Association, within ninety (90) calendar days of their employment. The Hospital and Association will comply with all applicable regulations governing Association membership. Specifically, the Association shall provide information on members' and nonmembers' rights via the mail or electronic method at least once a year, whether an employee has requested the information or not; and to all newly eligible employees upon hire.

3.2 - -An Association representative will be given 15 minutes to provide in-person membership information to nurses during the employee orientation.

3.3 - To the extent permitted by law, any Nurse who fails to comply with the foregoing provisions regarding becoming a member and paying union dues or remaining a nonmember but paying an appropriate representation fee shall be discharged by the Hospital no later than ninety days (90) days after receipt of a written request for such discharge from the Association. Provided, however, if the affected Nurse complies with the provisions of the Article prior to actual discharge, the Nurse may continue in employment. All Registered Nurses will have education completed by an Association representative (as outlined in section 3.2) prior to termination.

3.4 - In the event of any discharge pursuant to the terms of this Article, the Association agrees to indemnify and hold the Hospital harmless from any loss as a result of discharge, any damages, and for any legal fees incurred.

3.5 - On a monthly basis, the Hospital shall provide the Association and a Local Unit Officer with a list containing notice of hiring, termination, and nurses on an approved leave of absence for all Nurses covered by this Agreement. Quarterly, or upon request, the Hospital shall supply a complete list of all Nurses in the bargaining unit and include the name, complete mailing address, phone number, unit, employee status, department, and date of hire. Lists and notices of hiring and termination will be submitted to the Association electronically. At the time of employment, a copy of this Agreement shall be given to each Nurse and the Association shall supply copies of the Agreement. The Association will keep the Hospital advised of its current electronic address.

ARTICLE 4 - RIGHTS OF MANAGEMENT

4.1 - The Association recognizes the absolute and unqualified right of the Hospital to operate and manage the Hospital in its sole discretion, including but not limited to the right to determine the quality and quantity of patient care; to manage the business and its operations; to schedule work, to schedule hours of departments or department operations; to hire, to promote, demote, transfer, layoff, discharge employees, including Registered Nurses; to discipline Registered Nurses; to determine job classifications and specification; to require observance of the Hospital rules and regulations; to maintain efficiency of Registered Nurses; and to control and regulate the use of facilities; provided the exercise of such rights do not violate any of the specific provisions of this Agreement. The Hospital has the right to have supervisors or non-unit employees perform unit work, including but not limited to assistance to meet patient care and staffing needs.

The foregoing shall not be deemed to exclude other functions. The right to manage all aspects of the Hospital's operations shall be made in the Hospital through its Management and shall not be impaired in any way as long as the exercise of these rights will not be in conflict with the specific provisions of this Agreement.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management functions. All matters not covered by the language of this agreement shall be administered by the hospital on a basis in accordance with such policies and procedures as it from time to time shall determine.

4.2 - Pursuant to the provisions of the Americans with Disabilities Act (ADA), the Hospital retains all rights to directly discuss with employees, reasonable accommodations to permit employees to perform the essential functions of their jobs. Further, the Hospital retains the right to take all necessary steps to comply fully with the terms of the Americans with Disabilities Act, provided, however, the Association retains the right to contest any action taken by the Hospital to comply with the ADA pursuant to the grievance and arbitration provision of the Agreement that it believes is in violation of a specific provision in this Agreement.

In order to ensure a professional and safe work environment the hospital has the right to conduct criminal background checks and pre-employment physicals including drug and alcohol screening on new nurses and at time of reasonable suspicion per hospital policy. Employer maintains the right to contract out bargaining unit work i.e.: Travelers.

ARTICLE 5 – PROFESSIONAL RIGHTS

5.1 – A Nurse will not be assigned as solely responsible for a patient area until determined competent to do so according to standard orientation procedures. A Nurse is not solely responsible for an area when a supervisor, charge nurse, or preceptor is available in the same patient area.

5.2 – A Nurse may refuse an assignment requiring acceptance of sole responsibility in a patient area to which the Nurse has not received orientation.

Prior to transferring a nurse to an area where the nurse has ultimate responsibility the Employer shall provide the nurse with in-service education and/or orientation in the particular area of responsibility. Such education and/or orientation must have been completed within 1 year. Such education may be either in-service or outside of the Employer's facilities. The hospital shall determine the extent and content of orientation based upon the Registered Nurses' prior training, experience, and demonstration of acquired skills and knowledge.

5.3 – The Hospital shall ensure each nurse has access to an up-to-date policy manual of its rules, regulations and policies and procedures on employment and clinical related matters. Each nurse has access via the Barrett Policy Manager, also known as BPM.

Nothing contained herein shall relieve the Hospital of bargaining changes in working conditions with the Union.

5.4 – Nurses shall have reasonable access to their individual personnel file. Upon request the Nurse may obtain a copy of material from their personnel file from the Human Resource Office as outlined by the Hospital's policy.

5.5 – The Hospital shall provide space on bulletin boards for the Association to post official notices of union business and social events. The notices posted shall be courteous and professional in all locations. Barrett Hospital & HealthCare shall provide bulletin board space in the Clinic facility.

ARTICLE 6 - NON-DISCRIMINATION

6.1 – The Hospital and the Association each agree that they will not discriminate against any nurse applicant or nurse employee because of protected class, including race, color, religion, national origin, gender, marital status, sexual orientation, membership, non-membership, or activity on behalf of the Association, ADA-defined disability, or age in violation of any law. Any allegations of discrimination by any nurse may be raised as a grievance under the provisions of this contract.

6.2 – The Hospital and the Association strongly believe that all employees have a right to work in an environment free of discrimination, bullying and harassment or sexual harassment. BHH is committed to maintaining a harassment-free workplace and will not tolerate harassment of hospital employees by anyone including supervisors, other employees, nurses, patients, visitors, or others. Incidents of harassment in any form shall be handled in accordance with BHH Non-Harassment policy. Any individual, regardless of position held or union membership status, engaged in discriminatory

behavior, may be disciplined and/or terminated by the Hospital. Any claims of discrimination contained herein, or those that arise from situations not specifically covered by this section may be grieved by the Registered Nurse or the Registered Nurse may seek remedy under federal, state, and local law. Individual claims of unlawful discrimination are not subject to the provision of Article 21 (Grievance and Arbitration), of the Agreement and may not be processed and pursued by the Association or by an individual employee. Nothing in this provision prevents an employee, the Employer, or the Association from filing or contesting a claim of discrimination in an appropriate forum.

ARTICLE 7 - EFFECTIVE LEGISLATION AND SEVERABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulation, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provisions of this agreement are in contravention of the laws or regulations of the United States or the State of Montana, such provisions shall be superseded by the appropriate provisions of such law or regulation, so long as the same are in force and effect. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 8 - EMPLOYEE DEFINITIONS

8.1 – Probationary Nurse: All nurses shall be probationary for the first six (6) months of their employment. The Hospital may extend the six (6) month probationary period in individual cases but shall not extend it beyond six (6) additional months. During the probationary period and extended probationary period the employee may be terminated without recourse to the grievance procedure. Fringe benefits will be provided after the waiting period specified for each benefit plan (typically the first of the month following 60 days of employment). The employee's anniversary date is the nurse's date of hire or effective hire date due to rehire.

8.2 – Full-Time: Full-time nurses are regularly scheduled to work thirty (30) or more hours (0.75 FTE) per week. Classification is eligible for all applicable benefits.

8.3 – Part-Time: Part-time nurses are regularly scheduled to work less than thirty (30) hours (less than a 0.75 FTE) but at least eight (8) hours per week. These employees are eligible for PTO. Other benefits may apply.

Section 8.4 – PRN (Per Diem): PRN nurses are supplemental to regular staffing and will not be used to replace regularly scheduled nurses. PRN nurses are used to supplement work schedules but will not be guaranteed hours worked and shall work as needed on a fill-in basis. Some limited benefits apply.

PRN Nurse positions shall be defined as follows:

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, has no set schedule or guaranteed number of hours but is willing to work when the need requires.

Per diem Nurses are required to be available and/or work a total of five (5)-shifts per quarter.

Per diem Nurses will receive a one dollar and fifty cent (\$1.50) differential on their wage in lieu of benefits, excepting retirement if otherwise eligible. If consistently working part time to full time hours, for four out of six consecutive pay periods, the PRN nurse will be offered a part time or full-time position respectively and be provided benefits as defined by those positions.

Per Diem Nurses are eligible for benefits pursuant to the terms set forth in the Hospital policy.

A Per Diem Nurse who is called-off will be considered to have satisfied one (1) of their required shifts for each day they are called-off.

8.5 - Seasonal - The hiring manager and Seasonal RN will identify the season or seasons that the RN will be available. A season shall be defined as a period of two weeks or more in which a RN is committed to work any shift and any day of the week. The Seasonal RN is not benefit eligible.

8.6 – Every bargaining unit RN shall have a written position description established which outlines the duties and expectations of their position. All Nurses will be provided a document at the time of hire that states the position shift and status (full or part time) for which that Nurse is hired. Any time management makes a change in this information as described in Article 4, notification in writing will be given to the Nurse. The nurse will also be required to sign off on their job description annually during annual check-ups as defined by the Hospital.

8.7 – Agency/Traveler Nurses shall not displace any bargaining unit nurse. Agency/Traveler Nurses positions will not be used to reduce or prevent the addition of bargaining unit positions, alter any schedules, or reduce the work hours of bargaining unit RNs. If mandatory low census is required, Agency/Traveler Nurses will be placed in on low census rotation along with bargaining unit RNs, unless mutually agreed upon between the bargaining unit and the hospital. Agency/Traveler Nurses are not covered by this Agreement. The low census nurse will remain on call for the remainder of the shift as required by the department.

8.8 – Evaluation Period for Nurses Obtaining New Positions – Nurses employed by the Employer who apply for and obtain new positions shall be required to serve at least a thirty-day (30) day evaluation period in their new position. During such evaluation period, if the nurse decides that they want to return to their previous position, such nurse shall be allowed to do so provided an open position exists. Nurses acknowledge that transfers may not occur immediately because Employer may need time to make arrangements to cover the position being vacated, but the time necessary to complete such transfers may not exceed thirty (30) days unless mutually agreed upon by both the receiving and releasing managers.

In the event an employee does not successfully complete this 6-month transitional period, the employee may apply and be considered for other openings for which they qualify.

ARTICLE 9 - PROFESSIONAL CONFERENCE COMMITTEE

9.1 – The purpose of this committee will be to facilitate communication and collaboration between professional nurses and nursing administration; to establish a forum for open discussion of mutual concerns. The Professional Conference Committee (PCC) shall not negotiate the terms of this agreement.

9.2 – The committee shall consist of no more than three (3) people selected by the Hospital and no more than three (3) nurses selected by the Association. The committee shall meet no more frequently than once every ninety (90) days unless the parties mutually agree. Additional meetings may be requested by the Chief Clinical Officer (CCO) or the Local Unit President. Meetings shall last no longer than one (1) hour unless the parties mutually agree to a longer meeting.

9.3 – Meetings of the committee shall be held on Hospital property, or virtually, and shall have use of Hospital equipment. All time spent in (PCC) and nursing department standing committee meetings will be considered time worked at nurses' straight time current wage. At no time is the nurses' attendance at these meetings able to put the nurse into overtime status.

9.4 – The (PCC) may make recommendations to Nursing Administration in regard to establishment, development and maintenance of projects to enhance the standards of nursing care.

9.5 To consider constructively the professional practice of Nurses, and to make objective professional evaluation in order to assist management and Nurses. To work constructively for the improvement of patient care and nursing care. To recommend to Employer ways and means to improve patient care. Collaboratively, the CCO and the nursing representative will create the agenda and shall be submitted 1 week prior to a scheduled meeting. The PCC will place on

its agenda, on a quarterly basis, a specific review of staffing matters and related issues. A recorder will take the minutes of the committee and provide minutes to all members of the committee.

ARTICLE 10 - DEFINITION OF HOURS

10.1 – An employee may be scheduled to work more than five (5) consecutive eight-hour (8) shifts, four (4) consecutive nine- or ten-hour (9 or 10) shifts, or three (3) consecutive twelve-hour (12) shifts based on business need, self-scheduling and possibly during the holidays and times of crisis/need with nurse(s) mutual agreement. For the purposes of computing overtime, an employee must work more than 40 hours in one of their scheduled weeks on the bi-weekly schedule. Overtime shall not be compounded or pyramided, meaning that the hours will not be counted more than once for any and all overtime calculations or computations.

In addition, a Nurse must be available to fulfill their FTE during the schedule period, unless PTO has been requested and approved.

After the schedule is posted, no schedule changes may be made without mutual agreement between the affected nurse and Supervisor. If the Nurse wishes to change their posted schedule, the RN must arrange to have another Nurse who is equally qualified fill the shift and must obtain their Manager/Director or their designee's approval of such change. Such approval will not be unreasonably withheld. Exchange of scheduled shifts and/or days off may be arranged so long as the nurse and an equally qualified replacement submit a written request and secure written approval of the appropriate supervisor at least 24 hours in advance. Exchange of the scheduled shifts/days off may not be approved if the exchange results in overtime for either of the affected nurses.

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 a minimum of two (2) weeks prior to the first day of the new schedule and shall be a minimum of four (4) weeks, or longer as determined by the department. If Nurses in a specific unit request, self-scheduling will be permitted according to unit-specific criteria developed by the unit Manager/Director with input from the Nurses.

A Nurse must request days off prior to the posting of the schedule in accordance with unit-specific requirements.

10.2 – MEAL PERIODS: Employees who work 8–12-hour shifts are entitled to a 30-minute meal break. The time clock system automatically deducts 30 minutes (1/2 hour) once an employee has clocked in for six (6) or more hours. Staff are expected to leave their work area during an unpaid meal period to ensure they are completely relieved from duty. Registered Nurses are not permitted to work through a meal period unless approval from a Department Manager or designee is obtained prior to the scheduled meal break. Meal breaks are to be taken away from patient care areas.

Employees who are directed to perform any duties, whether active or inactive, while eating are not considered relieved from duty and will be paid for the meal period. This may include personnel working in acute care, perioperative services, or other clinical settings who are assigned to direct patient care and are not permitted to leave Hospital premises during meal and rest breaks without Department Manager authorization.

Employees may also take two paid 15-minute rest breaks throughout an 8-12-hour shift provided that such break does not adversely affect patient care or other business operations. Employees who leave the Barrett Hospital & HealthCare campus for a meal or rest break, must clock out of the time clock system and clock back in upon return to duty.

10.3 – Nothing in this article shall constitute a guaranteed workday or work week.

10.4 – Employees who are required to testify in court on Hospital-related business will receive their regular rate of pay for all time they are required to prepare for and give such testimony. This time will be counted as hours worked in computing overtime pay; however, an employee's schedule may be modified in an effort to reduce or eliminate overtime.

10.5 - After completion of the probationary period, employees who are called for jury service on a district or federal court jury shall be excused from work for the time period for which they serve and shall be paid the difference between their jury pay and their regular pay. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. Once an employee is notified of potential jury duty, they will notify their supervisor immediately. If a nurse cannot be spared for jury duty without compromising the hospital's ability to provide services, or if the Hospital would risk serious financial loss, the manager may submit a request to the judge asking that the nurse may be excused from jury duty. An employee's schedule may be modified in an effort to reduce or eliminate overtime.

10.6 – Employees are not to clock in more than seven (7) minutes prior to the start of their scheduled shift, unless needed for immediate direct patient care.

10.7 – In the event the disaster plan is activated, the Hospital may require nursing staff to report to work and remain until dismissed.

ARTICLE 11 – SENIORITY

Seniority as used herein shall be based upon the effective date of hire by the Hospital as an RN into a bargaining unit position, provided there is not a break in service greater than six months in a three (3) year period.

Seniority shall be used for purposes such as determining criteria for job lay off/recall and job transfers. In the event two (2) RNs 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, their seniority will be frozen during the time they are out of the bargaining unit and will be resumed upon re-entry and successful completion of competency evaluation 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 any supervisory, administrative or management position and subsequently returns to a bargaining unit position within 2 years, they will retain all their seniority (upon successful completion of competency evaluation) 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, with the assistance of the Association, and provide a copy to the Association within seven (7) workdays of request. If an event arises where seniority will be a determining factor (i.e., a layoff) the Hospital will generate a new seniority list.

The parties agree to review and maintain a seniority list together.

ARTICLE 12 – 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. Open nursing positions will be posted on the employee bulletin board the same day it is posted online.

Any bargaining unit Nurse, who wishes to be considered for an open RN vacancy, should submit their on-line application within seven (7) days of the vacancy posting. When two (2) or more qualified 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 if both nurses are qualified for the position. Applicants will be notified of acceptance or rejection within seven (7) calendar days after a decision is made. 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 13 - NO STRIKE, NO LOCKOUT

There shall be no strike, sympathy strike, lockouts, or other stoppages or interruptions of work during the life of this Agreement. All disputes arising out of the Agreement shall be settled by the grievance and arbitration procedures outlined by this Agreement. In case of violation of this clause, the parties shall have all legal remedies available to them. Any violation of this provision by a Registered Nurse may be made the subject of disciplinary action, including discharge. In the event there is a work stoppage or slowdown in violation of the Agreement, the Association and the Hospital, its officers, directors, representatives, and agents agree that they will immediately take and continue to take all reasonable steps to restore full operation, including going back to work.

ARTICLE 14 - PAID TIME OFF

14.1 – All regularly scheduled full-time, full-time temporary, part-time Registered Nurses accrue Paid Time Off (PTO) hours. PTO is earned on all hours worked and hours called off for low census.

14.2 – The Accrual Schedule is shown below (unless grandfathered at previous accrual rate):

YEARS OF SERVICE	PTO Accrual Rates (Vacation and Holiday)
1-4 years	0.0770
5-9 years	0.0846
10-14 years	0.0924
15-19 years	.1000
20 or more years	.1116

Accruals are pro-rated based on hours worked up to a maximum of 80 hours per pay period for regular hours worked.

PTO accrual is capped at 240 hours and no further PTO hours will be accrued once a nurse's balance reaches 240.

14.3 – One (1) time annually, Registered Nurses will be allowed to voluntarily sell back accrued PTO hours to a minimum of eighty (80) accrued hours. Nurses will be able to sell back a maximum of one-hundred fifty (160) hours of PTO in a given fiscal year. PTO sell back will be paid at the nurse's current base hourly rate of pay. PTO Sell Back form is located in BPM.

14.4 – PTO hours are earned from the Registered Nurse's date of hire and are available to use following completion of three (3) months of employment.

14.5 – PTO hours must be accrued before they can be taken off with pay. PTO will be paid in minimum units of fifteen (15) minutes (¼ hour) increments.

14.6 - Non-emergency PTO must be requested in advance and approved by the appropriate manager. Approved requests for time off must be forwarded to payroll by the Department Manager or designee. Appropriate management shall respond to all time off requests within two (2) weeks of receiving request and approval or acknowledgement of receipt if approval cannot be provided within two (2) weeks.

All leave requests must be submitted on the request for time off via the payroll platform.

14.7 – Upon termination of employment with a minimum of three (3) months' service, or change of employment to an ineligible job category, employees will be paid out all accrued, unused PTO.

14.8 – PTO hours paid are not considered worked hours for overtime purposes.

14.9 – Nurses may transfer PTO hours to another employee if the receiving employee has 1) completed the *Request for PTO Donation Form*, 2) received Department Manager approval on the form and 3) HR has verified that the leave is for an approved FMLA (Family Medical Leave Act) purpose. Once the form has been approved by the Manager and HR, HR will notify the appropriate employees. Nurses who choose to donate PTO hours will need to complete the *PTO Donation Form* and submit it to Payroll. PTO may be transferred in four (4) hour increments. All transferred hours shall be paid at the receiving employee's current regular rate of pay. PTO hours transferred to another employee shall reduce the donating employee's accrual by one hour for each hour donated and increase the recipient employee's accrual by one hour for each hour donated on the next payroll cycle. Once the requested amount of PTO has been donated, Payroll will stop processing any further donations. All PTO donations will be treated anonymously.

14.10 – **Extended PTO Bank:** Effective January 3, 2015, employee PTO balances over 160 hours will be frozen at current value in an Extended PTO Bank. Employees may use or sell back these hours subject to the above policy guidelines.

14.11 – PTO in relation to annual competency completion expectations:

Employees who fail to complete all assignments, trainings, and components of the Performance Management (check-up) by October 31 of each year will subject themselves to the following consequences:

Employees eligible for PTO accrual will have PTO accrual suspended beginning with the first payroll of November. The suspension will remain in place until the employee completes all requirements. PTO accrual will resume on the payroll period following completion. Resumption of PTO accrual is NOT retroactive to the date of suspension. The payroll freeze is for a minimum of one two-week pay period.

Employees not eligible for PTO accrual will be required to report early and/or stay late at their next scheduled shift after October 31st in order to complete their assignments.

Consideration will be given to the employee if the delays are attributed to the Department Manager.

ARTICLE 15 - SICK LEAVE, BEREAVEMENT LEAVE, OTHER LEAVES

15.1 – **Sick Leave:** the payment for necessary absence from duty caused when an employee suffers from illness, injury, or other serious health condition (based on FMLA definition), or the necessary absence from duty to receive a medical, dental or eye examination or treatment.

Sick leave may also be used to attend to an immediate family member based on FMLA definition or to attend a medical, dental, or eye appointment if the family member requires assistance from the employee. All regular full-time employees are eligible to accrue sick leave as defined in this contract.

- A. Sick leave hours are available following completion of three (3) months of employment in a benefit-eligible status. Once eligible, an employee may not “opt out” of using sick leave. If the employee’s absence fits the definition under “Purpose” above, then sick leave must be used.
- B. Sick leave accrual is based on a maximum of eighty (80) hours worked each pay period.
- C. Sick leave hours are earned on hours worked on hours called off for low census and/or hours of PTO used in lieu of low census.
- D. The maximum sick leave accrual per employee is **480 hours**.
- E. Sick leave hours cannot be advanced on anticipated hours of work.
- F. Procedures for Use of Sick Leave:
1. Requests for the use of paid sick leave should be made in advance whenever possible. When an emergency prevents prior approval, the request should be submitted as soon as possible. Review and written approval by the Department Manager is required for the payment of sick leave benefits. All leave requests must be submitted via the request for time off on the payroll platform whenever possible.
 2. Employees working in direct patient care departments must call at least two hours prior to the start of their shift (one hour prior for non-direct patient care employees) and notify the Department Manager/House Supervisor or designee. Notice to a “non-designee” co-worker is neither sufficient nor allowed. Employees must call in each day they are going to be absent unless directed otherwise by their Department Manager. In order that the Registered Nurse’s position be covered during an illness, it is necessary for the Registered Nurse to keep the Supervisor informed as to when they can return to work.
 - a. Medical and dental appointments may be charged to sick leave. Each absence shall be reported separately and authorized in advance by the employee’s Department Manager. The Department Manager or Human Resources may request documented verification.
 - b. Employees accessing sick leave hours may need a physician’s certificate clearing the requested after 3 days’ absence. A Supervisor may request that the Registered Nurse obtain a statement from the Registered Nurse’s physician/provider for an absence of over three (3) consecutive days or in the event of a pattern of absenteeism or a reasonable suspicion of abuse. The practice of requesting physician/provider statement shall be equitable across the bargaining unit.
 - c. Sick leave is paid at the employee’s base rate of pay.
 - d. Hours paid under this section are non-productive and are not considered worked time for overtime purposes.
 - e. Sick leave hours are not payable at premium rates such as weekend, shift or holiday differential.
 - f. Abuse of sick leave is cause for disciplinary action up to and including termination. Abuse occurs when an employee misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes. The Department Manager may require written documentation to substantiate a claim for sick leave.

Employees changing status from Full Time to Part Time will cease accrual of additional sick leave, however, shall retain his/her unused sick leave balance and may use such paid sick leave per policy.

Employees changing status from Full Time or Part Time to Per Diem (PRN) status are not eligible for paid sick leave and will have their paid sick leave balances reduced to zero (0).

There is no payout of an employee's sick leave balance upon termination or change to an ineligible status. Nurses who terminate employment will have their paid sick leave balance reduced to zero (0).

g. **Sick Leave Restoration**. Employees returning to an eligible status within 12 months of a break-in-service or change to ineligible status will be credited with a prorated amount of their previous sick leave balance as follows:

$$\text{Pre-Break/Status change balance} \times \frac{(12 - \# \text{ full months break})}{12} = \text{Restored Sick balance}$$

Sick Leave restoration may occur only one-time in a nurse's career with BHH

h. Sick leave is accrued on regular worked hours only and hours called off for low census and/or hours of PTO used in lieu of low census. The accrual schedule for sick leave follows:

YEARS OF SERVICE	Sick Leave Accrual
All years of service	0.03081

15.2 – **Bereavement**: Employees are eligible to use up to three (3) days of paid bereavement leave (maximum 36 hours) for bereavement needed to attend the funeral of their family members including mother, father, brother, sister, daughter, daughter-in-law, son, son-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, husband, wife, domestic partner, grandparent or grandchild, step-children, or ex-spouse/domestic partner sharing minor children and domestic partners family as defined in this section. Nurses may use additional PTO (based on eligibility) for any additional bereavement days with mutual agreement between the nurse and Supervisor.

15.3 – **Other Leaves**:

- A. **Military Leaves** shall be granted according to the provisions of the U.S. Selective Service laws, 38 U.S.C. Section 2021. Military leaves are without pay; however, the Registered Nurse may choose to take Personal Leave.
- B. **FMLA Leaves** shall be granted according to the provisions with Federal Family and Medical Leave Act and with the current BHH Family and Medical Leave Act policy.
- C. **Sabbatical Leave of Absence**. Educational leaves may be granted for up to six (6) months following three years of continuous employment. The hospital will consider and may grant extensions to the leave if more time is requested. All allowable, accrued Paid Time Off must be utilized before an unpaid leave will be granted. An employee may elect to continue their health, dental and life insurance coverages, while on an unpaid leave of absence by paying the monthly premiums as provided by COBRA Subject to the operating needs of the Hospital, reasonable time off be allowed for nurses to attend professional or educational meetings. Should more nurses within any nursing department apply than may be excused because of operational needs, the application of the senior nurse(s) within the nursing department shall be given priority unless they have exercised their seniority for the same purpose in the previous twelve (12) month period.
- D. **Personal Leave**. Nurses with at least six (6) months of continuous employment are eligible to request a personal leave of absence not to exceed 12 weeks any twelve (12) month period. The reason for the leave, impact on the

department and the employee's length of service will be considered before approving personal leaves. Accrued Paid Time Off must be utilized before an unpaid leave will be granted. A nurse may elect to continue their health, dental and life insurance coverages, while on an unpaid leave of absence, by paying the monthly premiums up to twelve weeks. For continued coverage COBRA will be offered. Employees on leave of absence shall not be permitted to engage in gainful employment without the Hospital's written consent, which shall not be arbitrarily withheld. Failure to return to work from a leave of absence on time or to give written notice of inability to do so shall be considered a voluntary resignation from employment. Continuation of a leave beyond the original date of expiration shall be at the discretion of the Hospital.

ARTICLE 16 – LOW CENSUS DAYS

16.1 – Low Census represents a timeframe in which the workload is reduced as a result of fewer patient visits, and when the Department Manager or designee decides that a reduction in staff is needed to offset the lower patient volumes while at the same time keeping an adequate number of Registered Nurses (full-time and part-time) available with the qualifications necessary to accommodate the patients in the Facility. Low census reduction shall be instituted in the following order: Overtime Registered Nurses (if the shift would create overtime for the nurse on that shift); volunteer Registered Nurses; PRN Nurses, Traveling Nurses then by rotation based on date of last low census logged by nurses in that department that shift; depending on proficiency in the unit worked.; Rotation is based on the date of low census and logged in each individual department.

Employees who choose to be paid for low census days off must use Paid Time Off or request leave without pay. Employees who choose not to be paid for low census days need to clock in using the low census pay code to receive credit towards their benefits, and use of the payroll system shall constitute notice to the department Manager.

For all Clinic registered nurses, if a provider is out of work and the clinic has no additional needs applicable to the nurse job role, the manager may have the nurse take a low census day.

16.2 – When a nurse is given low census and if the nurse is placed on-call they shall receive call pay. A nurse shall receive one- and one-half times (1 ½) the base rate of pay for hours worked if called back to work Nurses shall receive on-call pay (\$3.50) during the time they are actually working and receiving call-back pay.

16.3 – The Facility will attempt to give Registered Nurses at least two (2) hours' notice not to report to work as scheduled. Registered Nurses will attempt to give the Facility at least two (2) hours' notice when not able to report to work. Employees who are scheduled to work, and who, without having been notified not to report, do report as scheduled, will receive one (1) hour of pay at their regular hourly rate if they are subsequently required to not work their regularly scheduled shift. When a Registered Nurse is requested by the Facility to go home during a shift due to lack of work, the Registered Nurse will be paid for actual time worked, with a minimum of one (1) hour.

16.4 – In instances when low census opportunities are anticipated to last longer than one (1) published schedule, Nursing Administration, the department manager, and/or members of the scheduling committee as applicable, will develop a staffing plan to meet the needs of the department. Once completed, the plan will be shared with the remaining impacted staff.

ARTICLE 17 - EDUCATION

17.1 - To require employees to undergo training and professional development applicable to their job classification

17.2 – IN-SERVICE EDUCATION: In-Service education programs will be provided on a consistent basis. New procedures and equipment will be covered by in-service programs before being implemented for use in departments. It is the professional responsibility of the Registered Nurses to attend mandatory in-service programs. In-service educational opportunities shall be offered on more than one occasion. Nurses shall select the opportunity that does not result in overtime being

accrued, when possible. Advanced approval will be required from Administration if OT will be earned due to in-service education.

a) All Registered Nurses who are required by the Facility to attend ACLS/PALS/NRP/TNCC certification(s) will be paid at their regular rate of pay while attending such classes. It is the responsibility of the nurse to maintain their required certifications and guarantee that certification is maintained by registering for the appropriate classes in the necessary timeframe to prevent lapse of certification. If certification lapses, the nurse will be taken off the schedule without pay until proof of certification is shown. Advance notice of expiring certification shall be provided via facility email. In the event there are extenuating circumstances, BHH will provide exceptions for recertifications. All newly hired nurses shall receive their required certifications within 12 months from hire date, with exception of ACLS which needs to be completed within six months.

17.3 – **EDUCATION HOURS:** Upon successful completion of their probationary period all nurses will be provided the opportunity to use a minimum of twelve (12) hours for education or up to two hundred (\$200) dollars will be granted for nurse continuing education. Educational opportunities may be offered via video, or remote attendance, and may be utilized in lieu of personal attendance. Education must be approved in advance by the Manager and/or CCO. Education hours shall be reimbursed at the Registered Nurses regular rate of pay for appropriate hours and any reimbursements shall be granted with advanced department manager approval.

a. Available education hours and education reimbursements may be available each fiscal year, without carry-over year to year.

b. Reimbursement for travel, registration, or other expense reimbursement will be made in accordance with the Hospital's Travel Expense Policy.

17.4 - Education Assistance To encourage and promote nurses to further their self-development through academic pursuit; a Registered Nurse may apply for Education Assistance in an amount not to exceed three thousand dollars (\$3,000) per calendar year, upon request of the nurse per policy guidelines.

ARTICLE 18 – PROTECTION FROM VIOLENCE

18.1 - The Hospital will continue providing The Reflex Protect, annual compliance training, an opportunity to serve on the Safety Committee, and any other provided workplace violence prevention opportunities. Nurses will be required to attend violence prevention training. Time spent in required training shall be paid at the nurses' regular wage without opportunity for other differential pay. Attendance shall not put the nurse into overtime status without administrative approval.

18.2 - The employer shares in the responsibility to have all violent events reported to police promptly and any individual witnessing any such event, shall notify police promptly, provided the employee assaulted consents

18.3 - In the event that an employee is injured in an act of violence or witnesses an employee injured in an act of violence, the employer will conduct a private meeting to offer support that is available economically, professionally, and emotionally. The employer will ensure reasonable accommodation, if needed, so the employee may attend up to six (6) counseling sessions through the hospital provided employee assistance program.

18.4 - If a nurse is injured in the line of duty by an act of workplace violence, workers compensation will go into effect.

ARTICLE 19 – COLLABORATIVE COMMUNICATION

19.1 **Crucial Conversation:** Crucial Conversations shall mean a nurse or Association representative-initiated conversation between a RN, or group of RNs, and a unit Director, Manager, HR, and/or Nursing Leadership for the purpose of proactively addressing issues promptly that arise in the course of operations that allegedly cause a violation

or misinterpretation of any provision of the contract. Crucial Conversations are the front lines in making corrections and/or reaching understanding and resolutions. The parties agree to extend any grievance timelines to allow for a resolution.

19.2 – **Professional Coaching/CELIAS:** When a more severe action is not warranted, such as termination, before the Hospital initiates the first step of formal corrective action (verbal warning), the supervisor shall discuss with the Registered Nurse the opportunities for improvement or preferred practices. Professional coaching/CELIAS is not disciplinary and not subject to grievance process defined in Article 20. It is supportive in nature but will be documented and become part of the supervisor's file and may be considered when disciplinary action is imposed. The Registered Nurse will receive a copy of the notes reflecting the outcome of the Professional Coaching/CELIAS. Any Registered Nurse may request a nurse representative at the Professional Coaching/CELIAS. This process will be notated on a CELIAS coaching form. An acceptable timeframe to improve/modify the actions identified in this coaching will be established by the nurse and manager. Follow-up coaching sessions may be scheduled as determined between the nurse and their manager.

ARTICLE 20 - DISCIPLINE

20.1 – The Hospital/Management and Association/Nurse may attempt to resolve issues using the Article 19 Collaborative Communication approach.

20.2 – In taking corrective action, unless circumstances warrant otherwise, the Hospital shall follow the principle of progressive discipline directed toward the goals of correction and no nurse shall be disciplined without reasonable cause or discharged without good cause following Just Culture-algorithm principles, or in violation of Federal or Montana law. The Association agrees, however, that there may be circumstances justifying immediate suspension or discharge. Examples of immediate discharge include but are not limited to the behavior displayed constitutes patient abuse, social media misconduct, willful misconduct and/or gross insubordination. For imposing discipline, "reasonable cause" means, on a case-by-case basis, sufficient facts or circumstances demonstrating a violation of Hospital's policies or procedures; deviation from Hospital's Mission, Vision or Values; or violation of Hospital's compliance obligations or Code of Ethics.

20.3 – The Hospital may place a non-probationary Registered Nurse on paid administrative leave for the purpose of conducting an investigation. The Hospital will attempt to conclude the investigation within eight (8) business days from the Hospital's knowledge of an infraction. In complex cases the Hospital shall provide written notice to the Association that a ten (10) day extension of the investigation deadline shall be implemented. At the end of this investigation, corrective action shall be instituted if appropriate. The Hospital shall have the right to conduct an investigation prior to concluding which corrective action should be taken.

20.4 – Except in circumstances justifying immediate suspension or discharge, the following corrective action steps taken will follow the principles of progressive discipline and will normally occur in the following order: verbal warning, written warning, suspension as needed, discharge.

20.5 – The Hospital recognizes the right of a Registered Nurse to have the presence of the Association representative at a meeting of disciplinary or investigative nature. The options for representation are as follows: 1) MNA Labor Relations Representative; 2) Officer or Unit representative.

20.6 – A Registered Nurse who receives a written warning(s) or a suspension may request a follow-up evaluation six (6) months after the occurrence of the incident. The Hospital will conduct periodic check-ins after each written warning as applicable. Such follow-up evaluation will be placed in the Registered Nurse's personnel file.

20.7 – The time period provided in this Article may be extended by the mutual agreement of both parties and neither party shall unreasonably withhold such agreement, except for good cause shown.

20.8 – All formal disciplinary actions shall be provided in writing, read and acknowledged by the signature of the nurse. A nurse's signature does not indicate agreement of the discipline, only that they have read and received a copy. All written reprimands, notices of suspension and notices of discharge shall become a part of the associate's personnel file. Any action plan formulated as a result of a disciplinary action will be in writing and discussed during the disciplinary meeting. Follow-up meetings to discuss adherence to the action plan are expected and attendance by the nurse is understood. If any nurse refuses to sign the disciplinary form, the hospital will note the nurse's refusal.

ARTICLE 21 - GRIEVANCE & ARBITRATION

Purpose: The parties intend that the grievance procedure, as set forth herein, shall serve as a means for the peaceful settlement of disputes that may arise between them concerning the interpretation or application of this contract, without any interruption or disturbance of the normal operation of Employer's facilities. The Hospital already has a Workplace Dispute Resolution in place to address issues exclusive of this contract; however, in order to maintain consistency, the hospital's expectation is that the following process be followed.

Definitions:

Grievance shall mean a complaint by a nurse, or a group of nurses based upon an event, condition, or circumstance under which the nurse works allegedly caused by a violation or misinterpretation of any provision of this Agreement.

An aggrieved person shall mean the nurse or nurses making the complaint, either individually or through their Association.

The term "days" shall mean working days. Working days are further defined as Monday through Friday, except that holidays falling on Monday through Friday shall not be counted as a working day.

Employer and employees bargaining unit will in no way discriminate, retaliate, reprimand, or cause undue pressure on any nurse who may have cause to use this procedure.

If any grievance arises, it shall be submitted to the following steps:

The nurse shall first attempt to resolve the problem immediately with the supervisor on shift during the incident in question within ten (10) working days of the date the nurse discovers that the grievance exists, but no later than ninety (90) calendar days after the incident in question. The immediate supervisor shall be given ten (10) working days to resolve the problem and provide a response in writing.

STEP 1: If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall reduce the grievance to writing on an approved grievance form and shall present same to the Department Manager and/or Human Resources (HR) within ten (10) working days of the immediate supervisor's decision. Within ten (10) working days, a conference between the nurse, MNA representative, and Director of Nursing, HR, or appropriate supervisor (herein after "Administration") shall be held. Administration shall issue a written reply within ten (10) working days of the conference.

STEP 2: If the matter is not resolved at Step 1 to the nurse's satisfaction, the grievance shall be referred in writing within ten (10) working days to the appropriate Leadership Council representative. The Leadership Council representative and/or including Human Resources, the MNA representative, aggrieved nurse, and a Local unit representative shall meet within fifteen (15) working days for the purpose of resolving the grievance. The Leadership Council representative and/or Human Resources may have equal representation of participants at the aforesaid meeting. The Leadership Council representative shall have ten (10) working days to issue a written decision regarding the grievance.

STEP 3: If the grievance is not settled or resolved in Step 2 the grievance shall be referred in writing within 10 working days to the CEO. The CEO or designee shall meet with the parties involved and render a decision in writing to the Nurse within 10 business days.

In the event the parties are unable to resolve a grievance pursuant to the foregoing procedure, either party may request within seven (7) days of the decision in Step 3 that 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. If the parties cannot agree on a mediator, the parties agree to utilize the Federal mediation and Conciliation Service (FMCS) for mediation. If mediation is requested, the time for notice of arbitration shall be tolled until the completion of mediation. If applicable, the cost of the mediator shall be borne equally by both parties. Each party is responsible for the cost associated with presenting their own case.

STEP 4: In the event the grievance is not settled on the basis of the foregoing procedures, the Association may request that the grievance be submitted to arbitration. Such request shall be made within ten (10) working days following the issuance of the Chief Executive Officer's decision or the conclusion of mediation, if any, whichever is later. Within ten (10) working days of such notification, the parties shall attempt to agree upon a Montana arbitrator and in the event they are unable to agree within the ten (10) working day period, the Association shall request a list of seven (7) arbitrators from the FMCS. The parties will alternately strike a name from the list of names until, but one name remains, and that party shall be the arbitrator. The Association shall exercise the first challenge to the list of arbitrators. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall not have the authority to alter, amend, or change the scope and terms of this Agreement and the decision must be within the scope and terms. The parties may mutually agree to waive the aforesaid steps in the grievance procedure and move directly to final and binding arbitration.

The cost of the arbitrator shall be borne equally by both parties. Each party is responsible for the cost associated with presenting their own case. Unless mutually agreed otherwise a grievance not presented by the procedures set forth in this Article, shall be deemed null and void. In the event the Association should miss any of the time limits prescribed in the various steps of the grievance procedure, the grievance shall be conclusively presumed to have been abandoned and null and void. In the event that Employer shall miss any of the aforesaid time periods, it shall be conclusively presumed that Employer has denied the grievance and the Association may then proceed to the next step in the grievance procedure. The time periods provided herein may be extended by the mutual agreement of the parties hereto. The whole grievance procedure must be exhausted before the Association may submit a grievance to arbitration.

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 working 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 Employer.

When a grievance is submitted, the nurse shall continue to work as directed by the Employer pending final settlement of the contract dispute, except in the instances of termination by Employer.

In instances of disciplinary action by Employer resulting in discharge of a nurse except in justified situations, the MNA, on behalf of the terminated nurse, may skip to STEP 1 of the Grievance and Arbitration procedures.

ARTICLE 22 - HOLIDAYS

The Hospital shall provide Paid Time Off (PTO), premium pay for time worked on designated holidays, or allow a nurse to take the holiday without pay that occurs during the designated work week/shift.

22.1 – Designated Holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

22.2 – Eligibility for Paid Time Off (PTO) Benefits:

Full and Part-time nurses must use accrued PTO for designated holidays to bring the nurse to their designated FTE level. All PTO is paid at the nurse's base rate of pay for their regularly scheduled work hours.

22.3 – Eligibility for Holiday Premium Pay:

Nurses who are required to work on designated holidays shall receive premium pay at one and one-half (1 ½) times their base rate of pay, including differentials for all hours worked on a designated holiday. Nurses will be paid 1 and ½ times their base rate of pay for holiday hours worked between 6:00pm the evening before the holiday ending at 6:00am the morning after the holiday. All other hours in their shift will be paid at straight time.

22.4 – A nurse who is scheduled to work on a holiday and fails to do so or fails to work on the day scheduled immediately before or after a holiday may be subject to disciplinary action. If a nurse misses work the day before a holiday, the holiday, or the day immediately following the holiday due to illness, the employee may be required to furnish their supervisor with a provider/physician's note.

ARTICLE 23 - Change of Ownership

This Contract shall be binding upon the successors and assigns of both the Employer and the Association and no provisions, terms or obligations contained in this Contract shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party to this Contract, or affected, modified, altered or change in any respect whatsoever by any change of any kind of the legal status, ownership, or management of either of the parties to this Contract. The Employer promises that its operations covered by this Contract shall not be sold, conveyed, transferred, or assigned to any Successor-In-Interest without first securing the contract of the Successor to the Employer obligations under this Contract.

ARTICLE 24 - HEALTH INSURANCE AND RETIREMENT BENEFITS

24.1– Barrett Hospital & HealthCare will provide the following benefit options for eligible nurses as they do for all other employees. Health insurance, Health Savings Account (HSA), dental insurance, vision insurance, life insurance, accidental death and dismemberment insurance, short-term disability insurance, long-term disability insurance coverages, as well as the ability to contribute to a retirement plan.

Eligibility: Nurses whose employment status is scheduled to work 30 hours/week (.75 FTE) are eligible to participate in the above insurance plans.

Coverage: Coverage begins on the first day of the month following sixty (60) days of employment for new employees; or the first day of the month following a change to an eligible employment status for current employees. BHH will also contribute annually five hundred (\$500) dollars for individual elections, and one thousand (\$1000) dollars for family elections for an HSA for those who participate in the high deductible plan.

24.2 – Retirement Plan. All eligible nurses may elect to be enrolled in the Deferred Compensation Plan (403B) per policy.

24.3 – There shall be no reduction in any benefit provided within this article for the term of this agreement.

ARTICLE 25 - WAGES

	NEW 2% Step Scale (Bridge scale)	Effective Date 2023 (YR1) 2%	Effective Date 2024 (YR2) 3%
1	\$ 29.33	\$ 29.92	\$ 30.81
2	\$ 29.92	\$ 30.51	\$ 31.43
3	\$ 30.51	\$ 31.13	\$ 32.06
4	\$ 31.13	\$ 31.75	\$ 32.70
5	\$ 31.75	\$ 32.38	\$ 33.35
6	\$ 32.38	\$ 33.03	\$ 34.02
7	\$ 33.03	\$ 33.69	\$ 34.70
8	\$ 33.69	\$ 34.36	\$ 35.40
9	\$ 34.36	\$ 35.05	\$ 36.10
10	\$ 35.05	\$ 35.75	\$ 36.83
11	\$ 35.75	\$ 36.47	\$ 37.56
12	\$ 36.47	\$ 37.20	\$ 38.31
13	\$ 37.20	\$ 37.94	\$ 39.08
14	\$ 37.94	\$ 38.70	\$ 39.86
15	\$ 38.70	\$ 39.47	\$ 40.66
16	\$ 39.47	\$ 40.26	\$ 41.47
17	\$ 40.26	\$ 41.07	\$ 42.30
18	\$ 41.07	\$ 41.89	\$ 43.15
19	\$ 41.89	\$ 42.73	\$ 44.01
20	\$ 42.73	\$ 43.58	\$ 44.89
21	\$ 43.58	\$ 44.45	\$ 45.79
22	\$ 44.45	\$ 45.34	\$ 46.70
23	\$ 45.34	\$ 46.25	\$ 47.64
24	\$ 46.25	\$ 47.18	\$ 48.59
25	\$ 47.18	\$ 48.12	\$ 49.56

Base Wage increases will be as follows:

1. The new Step Model contains a two percent (2%) delta between each Step. (Example from Step 1 to Step 2 moving down is 2%)
2. The new Step Model contains 25 steps and is based on date of hire as a RN for nurses hired after ratification.

3. The new Step Model will be effective on the first full pay period after ratification, on the “implementation date: August 6, 2023.
4. On August 6, 2023, initial placement on the “Bridge Scale” will occur in one of the following ways:
- a. All current RNs will be placed on the “Bridge Scale” on the Step that is commensurate with the nurse's years of experience as a registered nurse. If placement on the “Bridge Scale” results in step movement of more than five (5) steps, that nurse will be placed at that step (initial placement on “Bridge Scale”, plus 5 steps).
 - b. If initial placement results in a wage reduction for the nurse, they will be placed at the closest base wage that does not result in a negative wage impact. No nurse shall suffer a reduction in pay with implementation of this Wage Scale.
 - c. If a nurse is on a higher step than their years of experience, the RN will stay at the current step until the years of experience warrants a step down. The RN will go over, just not down a step.
 - d. All current Lead RNs shall be placed on the wage scale defined above and maintain their current Lead RN differential pay. Any RN who accepts Lead RN duties shall receive a differential of two dollars and fifty cents (\$2.50) per hour for all hours worked as a Lead RN.
 - e. On the second pay period following the implementation date: August 6, 2023, all nurses will be moved to the “Year 1” column and receive a 2% across the board (ATB) base salary increase. Nurses-will receive the 2% step down on their date of hire anniversary as applicable.
 - f. In the second year following the “implementation date (Yr2)” (occurring on August 2, 2024) all nurses will be moved to the “Year 2” column and receive a 3% across the board (ATB) base salary increase based upon the Performance Excellence metrics below. Nurses-will receive the-2% step down on their date of hire anniversary as applicable.

**Registered Nurses capped at the top of their range shall receive all “implementation date” wage increases. **

- g. **Performance Excellence** raise (3%) will be applied to all Registered Nurses beginning the first full pay period of Year 2 (following implementation date) of this agreement.

Performance Excellence will be adjusted to all Registered Nurses who complete a minimum of three objectives in (previous year) as listed in the table below. The annual objective performance metrics listed in the table are based on individual performance and will be tracked by the Registered Nurse and validated by the unit nurse leader. These objectives will be used for performance excellence in (year) with compensation to be negotiated in the future Agreement. Changes made to the objectives/metrics will be with mutual agreement of the parties.

Annual OBJECTIVE PERFORMANCE METRICS	DEFINITION	PERFORMANCE EXCELLENCE ACHIEVEMENT
CHART AUDIT COMPLETION	Chart audit designed by unit leader. To be completed by the RN and submitted to unit leader.	3 PER QUARTER
MEDICATION BARCODE SCANNING RATE	Scanning of medication rate only.	95% OR ABOVE
SAFETY EVENT REPORTING	HCA	1 PER QUARTER
EDUCATIONAL ATTENDANCE	<u>Attendance at non-mandatory events/year</u>	2 PER YEAR
IDEA GENERATION AND IMPLEMENTATION RELATED TO CARE EXPERIENCE	Idea by RN to implement positive changes to the department culture or patient experience or safety/quality. To be approved by the DON or ADON	1 PER YEAR
STAFF MEETING ATTENDANCE	Attendance at department meetings – absence not included if excused by DoN or ADoN.	100% attendance
AUDIT USE OF AIDET	Audit of peers' use of AIDET with patients.	3 PER QUARTER
MANDATORY EDUCATION CLASSES	Attendance is mandatory for mandatory education classes	100% Attendance
REQUIRED CERTIFICATIONS	Take personal responsibility in enrollment and attendance in mandatory certifications such as ACLS, NRP, PALS, BLS, etc.	Per quarter for BLS 100% Every two years or certification cycle as applicable 100%
Annual Evaluation	Nurses have a satisfactory evaluation	annually

5. Registered Nurses hired without experience shall receive the base wage rate as provided at Step 1 on the Step System provided in Wage Scale above.

Registered Nurses who are hired AFTER ratification, with prior registered nursing experience defined in years of service at BHH or at other health care institutions shall be credited for pay step placement purposes, as provided below:

A. 100% credit for “like” hospital or “like” clinic/home health Registered Nurse experience and 100% credit for any registered nurse experience at BHH. For unlike registered nurse experience, 50% credit will be provided.

B. No Registered Nurse will be hired at a higher rate than any presently employed Registered Nurse with the same credited years of experience.

All or part of the above prior Registered Nurse experience credit may be given at the date a Registered Nurse is hired. Evaluation of prior experience will be based on the application materials submitted by the new employee.

6. **Preceptor** - Registered Nurses who are interested in being a Preceptor will successfully attend the BHH Preceptor Class. After successful completion of the class, nursing preceptors will receive an additional Two dollar (\$2.00) per hour for each hour worked as Preceptor. The initial BHH Preceptor Class will be offered and completed

by any existing preceptor (or any interested registered nurse) within sixty (60) days of ratification of this Agreement. Preceptors will keep an accurate log of their precepting hours and submit the log with their payroll.

7. **House Supervisor Nurse** - Registered Nurses assigned as the House Supervisor nurse shall receive additional Two Dollars and Fifty Cents (\$2.50) per hour for each hour worked as House Supervisor.

8. **Night Shift** - All Registered Nurses who work between 1800 to 0600 will receive a night shift differential of Three Dollars and Fifty Cents (\$3.50) per hour (differential paid for any hours worked during the defined time).

9. **Weekends:** The Hospital reserves the right to schedule part-time and full-time nurses according to the staffing and patient care needs of the Hospital (as defined by management). Consideration will be given to scheduling every other weekend off if the staffing mix (full time/part time) is such on the unit that adequate staffing will be maintained. Adequate staffing will be defined by the Nursing Administration. Any regularly assigned associate working the weekend shift will receive a differential of Two Dollars and Fifty Cents (\$2.50) per hour for all hours worked on that shift.

The weekend will be defined as Friday at 1800 through Monday at 0600 (differential paid as long as you work at least 2 hours during the defined time).

10. **Certification Pay** - Registered Nurses who obtain and maintain certification with the hospital's consent in a nursing specialty will be paid a differential. Certification must be with a nationally recognized organization. Nurses interested in seeking specialty certification will discuss the need with their Manager and Administrative Supervisor for approval. BHH Administration may approve additional certifications. The data is maintained in the Employers LMS and payroll systems. It is the Registered Nurse's responsibility to provide verification of certification upon renewal to maintain certification pay. Certification Pay will be paid an additional one dollar (\$1.00) hour not to exceed two certifications unless prior approval from Administrative Supervisor. All certifications must be applicable to current role within BHH.

11. **Critical Shift** - A critical shift is any shift deemed by senior nursing management as critically short staffed. RNs shall be notified of a "critical shift" by text message or phone call if last minute but may also be notified in other ways if time allows (i.e., email, signs on unit). "Critical Shifts" shall be compensated at a rate of two times (2x's) the nurse's current base salary rate of pay. Prior to hiring a travel nurse to cover urgent shifts due to an extended absence, the parties agree to discuss offering any open shifts as critical shifts to currently employed nurses. However, such discussion will not prevent the hospital from hiring travel nurses to fill these identified needs. The hiring of travel nurses will occur if current staff members do not respond to the requests for shift coverage in a timely manner that prevents the hospital from filling the needs without paying a travel premium.

12. **OB Differential** - Registered Nurses assigned as the OB nurse(s) shall receive Four Dollars (\$4.00) per hour for each hour worked as an OB nurse.

13. **On-Call/Call Back Pay** – Registered Nurses scheduled or requested to be "on call" for their department shall be paid at the rate three dollars and fifty cents (\$3.50) per hour. Registered Nurses who are on call for their department shall be compensated at one and one-half (1½) times the regular straight time hourly rate of pay, in this Agreement for all hours worked during the on-call period. Registered Nurses called to work shall be compensated for the time worked or a minimum of one (1) hour, whichever is greater. When called back to work, nurses must clock in and clock out and shall receive on-call pay (\$3.50) during the time they are actually working and receiving call-back pay.

14. Employees who are on-call 100 hours or more during a two-week pay period will be eligible for a bonus lump sum of \$100.

ARTICLE 26- TERM OF AGREEMENT

This Agreement shall become effective as of August 2, 2023, and shall remain in full force until August 1, 2025. A notice to open this Agreement for negotiations may be given either party by the other not less than ninety (90) days prior to August 1, 2023, or the expiration date of any extension of this Agreement. All notices provided for in this Agreement shall be served by Certified Mail, Return Receipt Requested. If neither party serves notice to open this Agreement for negotiations on the other at least ninety (90) days prior to August 1, 2025, or the expiration date of any extension of this Agreement, this Agreement shall automatically renew for another year under the same terms and conditions.

ARTICLE 26 – SCOPE OF AGREEMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties. It is understood that the specific provisions of this Agreement and any provisions of the National Labor Relations Act that guarantee employee rights that are not provided in the provisions of this Agreement shall be the sole source of the rights of the Union and the rights of any employee covered by this Agreement and shall supersede all previous oral and written agreements between the Employer and the employees.

If an act occurs through an error of omission or commission on behalf of the Employer, upon discovery of such act, the Employer may discontinue the practice and it shall not be deemed to constitute a past practice.

If either party asserts and proves that a practice is clearly established, then the exact terms and definitions of the same shall be reduced to writing and become a part of this Agreement.

For Montana Nurses Association, LOCAL NO. 16

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8/4/2023

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Robin Haux, MNA Labor Program Director

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Emily J Peterson

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Taylor Rose, Chief Executive Officer



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