

AGREEMENT

BETWEEN

MONTANA NURSES' ASSOCIATION
LOGAN HEALTH - CUT BANK
LOCAL UNIT #25

AND

NORTHERN ROCKIES MEDICAL CENTER,
INCORPORATED DBA LOGAN HEALTH – CUT BANK
CUT BANK, MONTANA

August 1, 2024

to

July 31, 2027

Montana Nurses' Association
20 Old Montana State Hwy.
Clancy, MT 59634
(406) 442-6710

Logan Health - Cut Bank Local Unit #25

If you have any questions concerning the interpretation or application of this Agreement or about any other matter concerning wages, hours, or working conditions, or other terms and conditions of employment, contact your local unit chair or the MNA office.

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE ----- 1

ARTICLE 2 RECOGNITION ----- 1

ARTICLE 3 CHECKOFF AND INDEMNIFICATION ----- 2

ARTICLE 4 ASSOCIATION MEMBERSHIP ----- 2

ARTICLE 5 USE OF HOSPITAL FACILITIES ----- 3

ARTICLE 6 MANAGEMENT RIGHTS ----- 4

ARTICLE 7 PROFESSIONAL RIGHTS ----- 4

ARTICLE 8 NO DISCRIMINATION ----- 6

ARTICLE 9 HOSPITAL RULES AND REGULATIONS ----- 6

ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE ----- 7

ARTICLE 11 COACHING AND DISCIPLINE ----- 10

ARTICLE 12 STRIKES AND LOCKOUTS ----- 11

ARTICLE 13 HOURS OF WORK AND OVERTIME ----- 11

ARTICLE 14 JOB DESCRIPTION AND EMPLOYEE STATUS ----- 16

ARTICLE 15 ORIENTATION ----- 17

ARTICLE 16 EDUCATION ----- 18

ARTICLE 17 PROMOTIONS AND TRANSFERS ----- 19

ARTICLE 18 SENIORITY, LAYOFF, AND RECALL ----- 20

ARTICLE 19 LEAVE OF ABSENCE ----- 23

ARTICLE 20 EARNED TIME BANK ----- 23

ARTICLE 21 CONTINUED ILLNESS BANK ----- 24

ARTICLE 22 HOLIDAYS AND HOLIDAY PAY ----- 24

ARTICLE 23 INSURANCE ----- 25

ARTICLE 24 RETIREMENT ----- 25

ARTICLE 25 WAGES ----- 25

ARTICLE 26 HEALTH, SAFETY, SECURITY, AND SANITATION ----- 26

ARTICLE 27 CHANGE OF LAWS ----- 27

ARTICLE 28 TOTALITY OF AGREEMENT ----- 27

ARTICLE 29 EFFECTIVE DATE ----- 28

APPENDIX A ----- 29

SALARY SCHEDULE FOR REGISTERED NURSES ----- 31

AGREEMENT BETWEEN NORTHERN ROCKIES MEDICAL CENTER, INC. DBA
LOGAN HEALTH - CUT BANK

AND

MONTANA NURSES' ASSOCIATION,
LOGAN HEALTH - CUT BANK
LOCAL UNIT #25

AGREEMENT

This Agreement dated August 1, 2024, is between NORTHERN ROCKIES MEDICAL CENTER, INCORPORATED DBA LOGAN HEALTH – CUT BANK of CUT BANK, MONTANA, hereinafter referred to as the "Hospital", and the MONTANA NURSES' ASSOCIATION, LOGAN HEALTH - CUT BANK - LOCAL UNIT #25, hereinafter referred to as the "Association".

ARTICLE 1 - PREAMBLE

It is the intent of this Agreement to assure sound and mutually beneficial relationships between the parties hereto and between the Hospital and its employees and patients; to provide an orderly and peaceful means of resolving grievances; to accomplish and maintain the highest working efficiency and level of service; to ensure against interruption of work, slowdown, or other interference with the full, faithful and proper performance of duties; to strengthen goodwill, mutual respect, and cooperation; and to set forth herein the full agreement between the parties covering rates of pay, wages, hours of work, and other terms and conditions of employment

ARTICLE 2 - RECOGNITION

The Hospital recognizes the Association as the exclusive bargaining representative of all full-time and regularly scheduled part-time registered nurses (RN)s employed by the Hospital and clinic, but excluding all supervisory employees; Chief Nursing Officer (CNO), Director of Clinical Services, Managerial Employees, Confidential Employees, and all PRN Employees (defined as employees not regularly scheduled to work) for the purpose of collective bargaining with respect to salaries, rates of pay, hours of employment and other terms and conditions of employment. The word "registered nurse" or "registered nurses", when used in this Agreement, shall be construed to mean only such persons as are within the bargaining unit as herein defined.

ARTICLE 3 - CHECKOFF AND INDEMNIFICATION

SECTION 3.1 – CHECKOFF

Each calendar month the hospital may deduct from the pay of each RN covered by this Agreement monthly membership dues in the amount regularly required by the Association, provided that the Hospital has received from each such RN, on whose account such deductions are made, a written authorization signed by each such RN. Authorization may be for a period of one year and shall so state on the authorization and such authorization shall be automatically renewed for successive periods of one year unless written notice of revocation is given by the RN to the Hospital.

All such dues shall be deducted within each calendar month as by the facility's biweekly pay periods and such deductions shall be forwarded by the Hospital to the Association, together with a record of the amount and names of those for who deductions have been made.

Other than the aforementioned dues checkoff, RNs may also choose to pay membership dues directly to MNA through a personal checking account or credit card.

The employer shall notify the Association of any new hires, terminations, or leaves of absences of bargaining unit RNs in occurrence and/or monthly.

SECTION 3.2 - INDEMNIFICATION

The Association shall defend, indemnify, and hold harmless against any and all claims, demands, suits, or other forms or liabilities by reason of action taken or not taken by the hospital for the purpose of complying with this provision of the Agreement.

ARTICLE 4 - ASSOCIATION MEMBERSHIP

SECTION 4.1 - REPRESENTATION FEE

Any present or future RN who is not an Association member and who does not make an application for membership (to include National, State, or Local) shall, within ninety (90) days of active employment, pay to the Association a representation fee not to exceed the amount of dues regularly charged members as a contribution toward the administration of this Agreement. Any RN who fails to comply with this requirement shall be discharged by the Employer within thirty (30) days after written notice to the Employer from the Association.

SECTION 4.2 RELIGIOUS OBJECTION

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor

organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used may be documented and declared in writing to the Union. Any employee exercising their right of religious objection may provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

SECTION 4.3 - INDEMNIFICATION

The Association shall defend, indemnify and hold the Hospital harmless against any and all claims, demands, suits, orders, or judgments brought or issued against the Hospital as a result of any action taken or not taken by the Hospital for the purpose of complying with the provisions of the Article.

SECTION 4.4 – UNION NEGOTIATIONS

Hours spent in negotiations on behalf of the union members will not be the obligation of the “Hospital” to pay. The representing RNs are not obligated to use Earned Time Bank (ETB); however, Union members may utilize ETB for hours spent if so desired.

SECTION 4.5 NEW HIRES

The Hospital will keep the Association informed of the New Hire Orientation schedule to allow the Association to contact to arrange time with new hires. The Association may utilize time either before or after scheduled orientation to meet with new RNs. Time spent between newly hired RNs and the Association will be unpaid time.

ARTICLE 5 - USE OF HOSPITAL FACILITIES

The Association shall have the right to use a designated hospital bulletin board to announce Association meetings, elections, or election results. By advance notification to the CNO or designee and with their permission, which shall not unreasonably be denied, an authorized representative of the Association shall be permitted to enter designated areas of the Hospital for the purpose of transacting Association business. The Association shall further be allowed to request, with appropriate notice, meeting rooms to conduct legitimate Association business. Upon arrival at the Hospital, the representative shall contact the CNO or their designee to determine which areas may be visited. Such visits shall not interfere with the RN's performance of work and shall occur during the RN's non-duty time. The bargaining unit shall be allowed use of the Hospital conference room to conduct business. Use of the conference room must be scheduled and pre-approved subject to the approval of the Hospital President or their representative. Abuse of the right to post or the use of meeting rooms shall result in the loss of these privileges. The Association shall have no further rights to use Hospital facilities except as required by law or as otherwise provided in Article 10.

ARTICLE 6 - MANAGEMENT RIGHTS

SECTION 6.1 - BASIC RIGHTS

The Management of the Hospital shall have the sole exclusive right to manage and operate the Hospital including all of its operations, activities, and the direction of its working force of employees, with the right to hire, suspend, discipline, discharge for just cause, promote, demote, assign, transfer, lay off, recall or relieve employees from duty and to maintain discipline and efficiency among employees; to decide the number of employees; to establish Hospital policies and procedures; to determine the type and scope of services to be furnished to patients and the nature of the facilities to be operated; to establish schedules of operation; to determine work schedules of employees; and to determine the methods, procedures, and means of providing services to patients. The Hospital shall also have the right to introduce new or improved working methods or facilities and to subcontract work. Nothing in the above provisions is intended to limit any rights of the Hospital not specifically and expressly covered, provided that in the exercise of any of the above rights, the Hospital shall not violate any specific provisions of this agreement.

SECTION 6.2 - SUBCONTRACTING

It is the general policy of the Hospital to refrain from subcontracting work performed by RNs. However, the Hospital does reserve the right to subcontract work if such subcontract is determined by the hospital to be in the Hospital's best interest and is mutually agreeable between the employer and the Association. Before the Hospital subcontracts work normally performed by RNs, where the effect of such subcontract will result in a significant economic detriment to one or more bargaining unit members or will result in a transfer of one or more RNs to the night shift, the Hospital will, absent an emergency, give the Association at least fifteen (15) days advance notice and provide the Association an opportunity to discuss the matter and provide possible alternative solutions. In addition, it is understood that the nursing staff shall be given the right of first refusal for any position which is proposed to be subcontracted. We define sub-contractors as RNs working through an agency. Individuals on the payroll are employees.

ARTICLE 7 - PROFESSIONAL RIGHTS

SECTION 7.1 - GENERAL

It is the RN's responsibility to provide nursing care in compliance with the Montana Nurse Practice Act and the Hospital's rules, regulations, policies, and procedures. A new graduate will not be scheduled or required to work in an area in which they have sole responsibility for nursing care to be delivered until state licensure is in effect.

Acute Care RNs coordinate care with other disciplines and services for pediatric, adolescent, adult, and geriatric populations. They provide professional nursing care within Medical-Surgical, Obstetrics, Surgery, and Emergency Departments. This will include the ability to function independently in these departments.

Hospital will provide orientation for all staff in these departments. When staff has not yet completed training in these areas to function independently, senior staff will be expected to assist through schedule changes or "on-call" availability. The Association will encourage the attendance of bargaining unit members at Nursing Department and shift meetings, orientation, in-service, and other meetings appropriate to the RN's professional role. All time spent in meetings required by the Hospital to be attended by RNs shall be paid at RN's regular rate of pay up to 40 hours and 1.5 thereafter.

SECTION 7.2 – TRANSFERS BETWEEN ACUTE CARE AND CLINIC:

If a temporary transfer of a RN is found necessary by management; management will first seek a volunteer to agree to the temporary transfer. If the necessary volunteers cannot be found, a transfer may be assigned in the order of reverse seniority. RNs shall not be required to perform work in areas where they have not been oriented. If a RN feels they are not qualified to temporarily transfer to a work area where they have sole responsibility and is thereafter required to so transfer, the RN shall document the event with a copy to the CNO and to the Association. RNs may use an Assignment Despite Objection (ADO) form to document such an event.

SECTION 7.3 - PERSONNEL FILES

RNs shall have a right to examine their individual personnel file at reasonable times with Human Resources present. Copies of material in the personnel file shall be provided to the individual RN at cost.

SECTION 7.4 - PROFESSIONAL CONFERENCE COMMITTEE (PCC)

The purpose of this committee shall be to facilitate communication and cooperation between professional RNs and management; to establish a forum for open discussion and mutual concerns; to identify problem areas between nursing service and other departments in the Hospital; to improve understanding of the problems and needs of professional RNs and management.

The committee shall consist of no more than three persons selected by the Hospital and no more than three RNs selected by the Association. The committee shall establish its own meeting schedule. The committee shall determine its own officers and facilitator.

Meetings of the committee shall be held at the Hospital facilities. All time spent in professional conference shall be compensated at straight time. Hours in PCC shall not be considered time worked; therefore, not counted in the calculation of overtime.

The committee will make recommendations to management and examples of topics that may be considered for discussion; are staffing, quality of patient care, the efficiency of service, and any other topics of mutual concern.

SECTION 7.5 ADO FORMS

RNs shall cooperate with the Hospital to attain and maintain full efficiency and safe patient care. The RN shall act to safeguard the patient when their care and safety are affected and address immediate concerns. It shall be the RN's obligation to promptly inform their immediate supervisor of any concerns and follow Hospital protocol in completion of appropriate paperwork. RNs may utilize Assignment Despite Objection (ADO) forms to document any concerns about safety or security and may also bring their concerns forward to CNO or designee and Risk. If necessary, an RN may contact Administration On Call (AOC). Review of ADO's shall be a standing agenda item of the Professional Conference Committee (PCC).

SECTION 7.6 PROFESSIONAL ENVIRONMENT

The Hospital strongly believes that all employees have a right to work in a respectful environment free of bullying and harassment. The Hospital is committed to maintaining a harassment-free workplace and will not tolerate harassment of hospital employees by anyone. The parties understand complaints of bullying and harassment should be routed to the Employee Relations department.

ARTICLE 8 - NO DISCRIMINATION

SECTION 8.1

The Hospital and the Association agree that neither party will discriminate against any RN for being part of any legally protected category. All items contained in this section are not subject to the provisions of Article 10 (Grievance and Arbitration Procedure) of this agreement.

SECTION 8.2

The Hospital shall maintain policies that prohibit illegal discrimination and harassment, including illegal hostile work environment harassment.

SECTION 8.3

The Hospital agrees that it will not discriminate against a RN because of the RN's Association activities.

ARTICLE 9 - HOSPITAL RULES AND REGULATIONS

SECTION 9.1

The Hospital may establish reasonable rules and regulation provided that all such rules and regulations are related to the orderly, efficient and safe operation of the Hospital and the performance that the hospital can reasonably expect of the RN, they are applied evenhandedly within the bargaining unit and are subject to all provisions of the Collective Bargaining Agreement. All changes to the Hospital's rules and regulations shall be communicated in writing to the RN at least fourteen (14) calendar days prior to implementation.

SECTION 9.2

The Hospital shall ensure to the Association that each RN has access to up-to-date rules, regulations and policies and procedures on employment and clinical related matters. The policy and procedures shall be available and shall be readily accessible to the RNs on duty.

SECTION 9.3

To the extent where possible, RNs shall be notified in writing of any change or additions to RN policies and procedures issued by the Hospital a minimum of fourteen (14) days in advance of implementation. Notice shall be delivered to the RNs' email account to allow for discussion and comment; RNs will be responsible to access, review and provide comment to the updated policy in the time period allotted prior to implementation. Changes to policies and procedures that impact or change nursing practice shall also be presented at nurse staff meetings to ensure understanding and compliance.

SECTION 9.4

Any improvements policies referenced in the AGREEMENT that increase any benefit shall also apply to the nurses covered by this agreement. Nothing contained herein shall relieve the Hospital of bargaining changes in working conditions with the Union.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 10.1 - DEFINITION OF GRIEVANCE

The term "grievance" for the purpose of the Agreement means any difference between the Hospital and the RNs, or between the Association and the Hospital concerning an alleged violation by the Hospital of an express provision(s) of this Agreement.

SECTION 10.2 - CRUCIAL CONVERSATION

Crucial conversations are the front lines in making corrections and/or reaching understanding and resolutions. It is an option that precedes the grievance process. Crucial conversations are not documented, disciplinary, or investigatory for the purpose of discipline. The RN, Director of Clinical Services, or CNO may attempt to resolve issues by initiating a crucial conversation. Within five (5) business days of the conversation, a resolution will be agreed upon or an extension may be granted. Crucial conversations shall mean a conversation between an RN, or a group of RNs, and a Director/CNO 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.

SECTION 10.3 - PROCESSING OF GRIEVANCES

The procedure for the settlement of disposition of grievances shall be as follows:

Step 1 - The matter will first be discussed verbally not later than seven (7) working days after its occurrence or when the RN should have reasonably known of the occurrence between the aggrieved RN or RNs and an Association representative if desired, and the RN's immediate supervisor or their designee, with the RN specifically stating that they are raising a "verbal grievance". If the RN's immediate supervisor is the CNO, then the grievance shall begin at Step 2.

Step 2 - If the supervisor's decision is not acceptable to the Association or if no response has been received from the supervisor at Step 1 of the procedure, the Association may, within seven (7) working days after the verbal discussion outlined in Step 1, appeal the decision by presenting a grievance in writing to the CNO, or designee which is to be dated and signed by the aggrieved RN and an authorized Association representative. A meeting between the grievant(s), Association representative, and the CNO or designated representative shall be held to discuss the grievance within seven (7) working days after it has been presented to the CNO. Within seven (7) working days after this meeting has been held, the CNO shall in writing advise the RN and the Association representative of the CNO's decision.

Step 3 - If the matter is not resolved in Step 2, the grievance may be appealed to the Hospital President Logan Health - Cut Bank within seven (7) working days after the CNO's Step 2 decision is received by the grievant or the association. Thereafter, a meeting shall be called by the Hospital President and shall be attended by the Association representative, the grievant, and the Hospital President or designee. The CNO or any person(s) having information concerning the grievance as designated by the President may also attend this meeting if desired by the President. If the matter is resolved, a signed, written decision shall be made by the President or designee.

SECTION 10.4 – MEDIATION

In the event the parties are unable to resolve a grievance pursuant to the foregoing procedure, the parties may, by mutual agreement within fifteen (15) working days of the decision in Step 3, request that the issue be submitted to mediation in an effort to avoid arbitration. A joint request shall be submitted to Federal Mediation and Conciliation Services (FMCS). Any such mediation shall be non-binding unless the parties reach a 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. Each party shall bear the costs of presenting their own case. If mediation is requested, the time for notice of arbitration shall be tolled until the completion of the mediation.

SECTION 10.5 - DEMAND FOR ARBITRATION

If a grievance has not been satisfactorily settled by the foregoing procedure, the Association, if it so desired, may request arbitration in accordance with the following Section by so advising the hospital in writing within fifteen (15) working days after

receiving the Hospital's decision under the Third Step of Section 10.2 of this Article or within fifteen (15) working days after the completion of the mediation.

SECTION 10.6 - SELECTION OF ARBITRATOR

When arbitration is requested by the Association, the parties within ten (10) working days after the request has been served upon the Hospital shall attempt to agree on the appointment of an impartial Arbitrator and if no agreement is reached the parties will jointly request the Federal Mediation and Conciliation Service to supply both parties with a list of five (5) impartial Arbitrators, all of whom shall be members of the National Academy of Arbitrators, and be located in the Western United States. Either party shall have the right to reject the entire list and to request the submission of another panel. Thereafter, the party requesting arbitration shall strike a name and so forth, with the name of the person last remaining on the list designated as the Arbitrator and their appointment shall be binding on both parties.

SECTION 10.7 - AUTHORITY OF ARBITRATOR

The arbitrator shall have authority only to determine compliance with the express provisions of this agreement and shall have no authority to add to the terms hereof or to impose on either party limitations or obligations not specifically provided for in this agreement. All grievances submitted to arbitration shall be limited to claims submitted during the procedure and shall not be enlarged unless otherwise agreed to by the Hospital and the Association.

SECTION 10.8 - EFFECT OF ARBITRATION AWARD

Any decision or award on an Arbitrator rendered within the limitations of Section 10.7 shall be final and binding on the Association, the Hospital, and the RNs.

SECTION 10.9 - BACK PAY AWARDS

In the event of any back pay award by an Arbitrator, any interim earnings and unemployment compensation benefits received by the RN shall be deducted from the amount due.

SECTION 10.10 - ARBITRATOR'S EXPENSE

Expenses and fees of the Arbitrator shall be equally divided between the Hospital and the Association. If a transcript is requested, the cost of the transcript for the party and the arbitrator shall be borne by the requesting party. Each party shall bear the costs of presenting their own case.

SECTION 10.11 - TIME LIMITS

Unless the time limits set forth in this Article are extended or waived in writing, failure to comply therewith will constitute a waiver of the grievance and the Hospital's last decision shall be final and binding. In the event a Hospital representative does not answer a grievance in any step within the time limit for the answer therein specified, the grievance will automatically be referred to the next step in the grievance procedure.

SECTION 10.12 - GRIEVANCE MEETINGS

Grievances shall be processed outside of a RN's scheduled shift unless otherwise mutually agreed.

SECTION 10.13 - WORKING DAYS

The term "working days" as used in this Article means calendar days exclusive of Saturdays, Sundays, and Holidays.

ARTICLE 11 – COACHING AND DISCIPLINE

SECTION 11.1 - PROFESSIONAL COACHING

Professional Coaching is a non-disciplinary tool that may be used prior to initiating the disciplinary process. The supervisor may discuss with the RN any opportunities for improvement or preferred practices. RNs shall be informed of a professional coaching session prior to the beginning of the coaching session. Individual notes reflecting the outcome of the professional coaching may be maintained in RN's files. Professional coaching is not disciplinary it is team building in nature and allows for the opportunity to communicate upon areas where improvement is necessary.

SECTION 11.2 - JUST CAUSE

The Hospital will not administer a verbal corrective action, written corrective action, suspend or discharge any post-probationary RN without "just cause". Corrective counseling involving a minor offense will be imposed within fourteen (14) days of the Hospital becoming aware of the offense. Corrective counseling involving a major offense shall be imposed in a reasonably timely fashion upon completion of the Hospital's reasonably timely investigation. Written corrective actions, disciplinary suspensions, and discharges are appealable up to and through the arbitration step of the grievance procedure contained herein unless otherwise stated in this Agreement.

SECTION 11.3 - MISCELLANEOUS MATTERS

All progressive discipline shall take place in a private area. The RN shall be advised with reasonable notice of the right to have an Association representative present at formal meetings of any investigatory nature or that may result in disciplinary action. If the RN declines union representation, it will be documented and signed by the RN. All disciplinary action shall be documented as such, and copies shall be provided to the RN with the goal of correction. Prior to being placed in the RN's file the RNs shall be required to sign the disciplinary action documentation as evidence of receipt; signature is not an admission of guilt. A RN's refusal to sign any corrective action form shall be documented as a refusal to sign on the form and placed in the RN's file. When requested by the RN, a follow-up interview shall be scheduled to discuss observed behavioral changes, or each thereof, by the RN in response to disciplinary action. RNs shall have the right to respond, in writing, to any discipline. All such responses shall be attached to the disciplinary documentation and placed in the RN's personal file.

SECTION 11.4 - PROGRESSIVE DISCIPLINE

RNs are subject to the corrective action terms and conditions described Logan Health Corrective Action Policy, HR500 and Logan Health Attendance Policy HR100. In taking disciplinary action where minor offenses are involved, the Hospital shall follow the principles of progressive and corrective counseling. Discipline under this Agreement shall include, but not be limited to, the following:

- 11.4.1 Verbal Warning;
- 11.4.2 Written Warning;
- 11.4.3 Final Warning; and
- 11.4.4 Termination

When the Hospital believes there may be sufficient cause for discharge, it may place a post-probationary RN on paid administrative leave pending an investigation and final decision.

ARTICLE 12 - STRIKES AND LOCKOUTS

SECTION 12.1 - NO STRIKES OR WORK STOPPAGES

No officer or representative of the Association shall authorize, encourage, instigate, promote, or engage in, or condone, nor will any RN encourage or engage, in any strike, sympathy strike, boycott, work stoppage, slowdown, interruption or impeding of work or the provision of health care services or any other type of interference with the Hospital's business during the life of this Agreement. If a RN participates in any such activities they shall be subject to disciplinary action up to and including immediate discharge.

SECTION 12.2 - NO LOCKOUTS

The Hospital shall not lock out the RNs during the life of this Agreement.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

SECTION 13.1 - INTENT

This Article is intended to define the payroll week and to provide a basis for computing overtime or premium pay. It shall not be construed as a guarantee of, or limitation on, the hours of work.

SECTION 13.2 - PAYROLL WEEK

The payroll week shall begin at 0001 on Sunday and shall end at 2400 on Saturday of the following week.

SECTION 13.3 - PAYROLL DAY

A RN's payroll day shall consist of a twenty-four hour period beginning at 0001 and ending at 2400 hours on the same day.

SECTION 13.4 - NORMAL WORK DAY AND HOURS

The normal schedule of workdays for full-time RNs shall be five (5) eight and one half (8 ½) hour days, forty (40) hour week, four (4) ten and one half (10 ½) hour days, forty (40) hour week, or three (3) twelve and one half (12 ½) hour days, thirty-six (36) hour week. Other schedules may be implemented upon mutual agreement between a RN and the Hospital. During an emergency, the Hospital reserves the right to implement a change if mutual agreement cannot be reached. If such a change is mandated, the Employer shall assign the schedule change in the reverse order of seniority on a rotating basis with the necessary skills and abilities.

1. Each RN shall be allowed a fifteen (15) minute paid break during each four (4) hours of work.
2. Each RN shall be allowed a thirty (30) minute unpaid meal break. If a RN is required to work through a meal period, or during any portion of a meal period, the RN shall document the occurrence in writing and will be compensated at their current rate of pay for time worked during their meal period.
3. A day shall be a twenty-four (24) hour period beginning at 0001 and ending at 2400 hours on the same day. Other shifts may be; day shift starting time beginning at 0545 and ending at 1815 , mid-shift starting time beginning at 1145 and ending 0015, and the night shift beginning at 1745, and ending the following day at 0615.

SECTION 13.5 - SCHEDULING

The acute care RNs may self-schedule the next schedule in order of seniority using the online scheduling program for consideration of the CNO or designee four weeks prior to the next schedule being finalized. The Hospital shall finalize the schedule fifteen (15) days prior to the effective date of the schedule. For the purpose of scheduling, the following shall act as a guideline for the Hospital and the RNs:

1. A RN requesting time off must submit their request through the scheduling platform online to the CNO or designee at least thirty (30) days before the schedule is finalized. Requests will be honored to the extent that staffing permits and the Hospital will provide a response to time-off requests three (3) weeks prior to posting. A RN who has worked the same holiday the previous year shall have priority of having that holiday off as staffing permits.
2. To the extent that staffing permits, the Hospital shall schedule RNs so they have every other weekend off unless mutually agreed to by the RN and the Hospital. Weekend for this purpose is defined as Saturday and Sunday, for day and evening shifts, and Friday night and Saturday night for night shifts. The Association recognizes that emergencies may arise that make it necessary to schedule RNs more than every other weekend.

3. The schedule may be changed after it is finalized by the Hospital in case of emergency, illness/injury of a RN where the absence will be long term and create issues with the schedule, or by mutual agreement with the Hospital and the RN. RNs affected shall be given reasonable notice when possible. If a change in the finalized schedule is required by the Hospital and the appropriate number of volunteers cannot be found, such schedule changes shall be assigned in the order of reverse seniority, on a rotating basis with the necessary skills and ability.
4. For Clinic RNs, any changes in current scheduling practices will be discussed at PCC prior to the changes taking effect.

SECTION 13.6 - EXCHANGE OF WORK SHIFTS

Exchange of scheduled shifts and/or days off may be arranged so long as the following are met:

1. The RN secures replacement with documentation in writing
2. The RN secures the approval of the CNO or designee, with such approval secured, when possible, at least twenty four (24) hours in advance; and
3. Overtime pay will not result from the exchange unless previously approved by Nursing Administration.

Exchange of work hours or workdays without first obtaining such permission shall be treated as a failure to report for scheduled work without prior notification. Approval of the CNO or designee for an exchange of scheduled shifts and/or days off will not unreasonably be withheld.

SECTION 13.7 - PAY FOR TESTIFYING

RNs who are required to testify in court on behalf of and in support of the Hospital will receive their regular hourly rate of pay for the time they are required to be away for such purposes, including prep time required by the Hospital, minus any pay received as a witness.

SECTION 13.8 - EMERGENCY OPERATIONS PLAN

The Hospital has a disaster plan to which all RNs will comply.

SECTION 13.9 - OVERTIME WORK

If the Hospital in its sole discretion determines that overtime work is necessary to maintain or improve the level of patient care, the Hospital shall first seek volunteers for such work among those RNs performing the work. If there is more than one volunteer, the Hospital will assign the overtime to the volunteer with the most seniority where skill and ability among the volunteers are equal. If the necessary number of RNs performing the work in question cannot be obtained through voluntary means, the Hospital has the right to require overtime work and RNs will

be expected to perform such work on request provided that no RN shall be required to work in excess of sixteen (16) hours in a workday or in excess of twenty-four (24) hours overtime in a workweek.

For the purposes of mandatory overtime, RNs shall generally be considered in the following order, along with skills and abilities, and assigned based on reverse seniority within each of the following groups:

1. RNs who have not volunteered for any additional overtime during that workweek
2. RNs who worked the same holiday during the previous year
3. RNs who have volunteered for additional overtime during that workweek
4. RNs on approved vacation

The Hospital shall notify the RNs at least fourteen (14) days prior to the time that the overtime work is required, except in an emergent situation. All RNs shall cooperate in the working of overtime. No RN shall be dropped from a scheduled shift to avoid overtime.

SECTION - 13.10 OVERTIME PAY

Overtime pay at the rate of one and one-half (1 1/2) time the employer's regular straight-time hourly rate shall be paid for all work actually performed by the RN in excess of either;

1. Forty (40) for clinic or thirty-six (36) for acute care patient care hours in a payroll week; or
2. Eight (8) hours in a payroll day or eighty (80) hours in a two-week period.

At the election of management.

Overtime must be approved in advance except in the case of emergency and/or when an immediate supervisor is not available to approve the overtime. If a supervisor is not available to approve the overtime, the RN must obtain overtime approval at the earliest possible date and such approval may not unreasonably be denied by the Hospital.

SECTION - 13.11 REPORTING, CALL-BACK, CALL-IN AND ON CALL PAY

1. A RN required to be on-call shall be paid according to on-call pay in Appendix A for all hours scheduled to be on on-call. RNs shall not be required to be on-call on consecutive weeks if RN has been on-call for five

- (5) days in one week except in cases of emergency or where patient care would be compromised if RN was not on-call.
2. RNs on-call will be available to report to work within thirty (30) minutes of being called in to work. If circumstances require more time by on-call RN, the Charge Nurse must be notified as soon as possible.
 3. At the time a RN is asked to take call they shall be advised of the length of standby status, either 2, 4, 6, 8, or 12 hours. A RN will not be requested to remain on-call beyond the end of his/her scheduled shift unless it is by mutual consent or deemed to be an emergency by the Hospital.
 4. Low Census: A RN scheduled to work who is not needed as scheduled, due to low census, will be notified one and one-half (1-1/2) hours prior to scheduled shift start. Two (2) telephone calls placed to the RN shall be a sufficient effort to give notice.
 5. A RN, who reports to work as scheduled, who was not notified not to report as provided in section 4 above shall be given a minimum of three (3) hours work or pay in lieu thereof. A RN working more than the three (3) hour minimum shall be paid for all hours worked. If the RN requests to leave within the first three (3) hours of the shift, and is sent home with management's approval, the RN shall be paid for time worked and will be allowed to leave on-call – no minimums will apply.
 6. RNs called in to work on a scheduled day off, and who report to work, shall be compensated at one and one-half (1 ½) times the RN's regular straight-time hourly rate and be paid a minimum of two (2) hours. If work exceeds two (2) hours, then the minimum shall be four (4) hours. If the work exceeds four (4) hours, then the minimum shall be six (6) hours. Over six (6) hours shall be guaranteed eight (8) hours of pay. If the RN requests to leave and it is granted by mutual consent of management, the RN shall only receive overtime pay for actual time worked and waive their right to the guaranteed minimums.

If such RN has already completed their normal workday when called back, of eight (8) ten (10) or twelve (12) hours, the pay for after-hours work shall be at the overtime rate. If a RN in said department is sent home due to low census and is recalled they shall be paid a minimum of one (1) hour's pay at time and one-half (1-1/2).

SECTION 13.12- LOW CENSUS

Due to economic reasons or fluctuation in patient census, the Hospital may relieve RNs from duty or direct them not to report for duty. If a RN is sent home on low census the RN will be automatically placed on-call. If a RN has reported for work without prior notification to stay home and is then relieved of work because of low census, that RN shall be paid a minimum of two (2) hours pay or actual time

worked whichever is greater. If the hospital requires the RN to take low census and the RN is called back, the RN is paid at 1.5 times the regular pay for the minimum of 2 hours or actual time worked, whichever is greater. If the RN requests to take low census and it is granted by management, then the RN is paid at the regular hourly rate of pay for call back. When time permits, volunteers will be sought first. If no RN volunteers, low census will be assigned according to seniority where skill and ability are equal, beginning with the least senior RN scheduled per shift. With the next occurrence, the second least senior nurse will take low census until all RNs have gone through the rotation. If the RN is called off on low census, they will continue to accrue all benefits that they would have accrued if they had worked. Vacation days may not be taken in lieu of low census days.

SECTION 13.13 - AMBULANCE DUTY:

RNs will not be required to perform ambulance duty.

ARTICLE 14 - JOB DESCRIPTION AND EMPLOYEE STATUS

SECTION 14.1 - JOB DESCRIPTION

1. Each RN upon employment shall be provided with a written job description by the Hospital, setting forth in general terms the job requirements, duties, and general responsibilities. Changes made to a RN's job description will be notified through PCC.
2. Such written job descriptions shall be made available to the RN immediately upon employment, as well as to those RNs who may through job promotions, attain different positions.
3. All full-time and part-time employees shall be assigned a FTE (full time equivalent) designation that reflects the number of work hours that the employee shall be schedule to work per week. (e.g., 1.0 FTE = 40 scheduled hours per week, 0.75 FTE = 30 scheduled hours per week, 0.5 FTE = 20 scheduled hours per week, etc.)

SECTION 14.2 - EVALUATION

1. At the end of each of the RN's probationary period as defined in Article 18, and on each anniversary date thereafter, each RN shall receive a written performance evaluation from their immediate supervisor.
2. Newly hired RNs shall receive, in addition, an oral evaluation of their performance from their immediate supervisor half way through their probationary period as defined in Article 18.

3. The RN will have an opportunity to add any comments to the evaluation and will acknowledge the evaluation by signature to indicate only that it has been reviewed, and not necessarily agreed with.
4. Evaluations are to be performed within two (2) months of their due date. Evaluations shall be discussed with the RN relieved of patient care duties and in a private area away from patients.

ARTICLE 15 - ORIENTATION

SECTION 15.1-

The Hospital commits to supporting newly hired nurses throughout their orientation process and employment. Orientation of the new graduate RNs shall not be superseded by staffing requirements without mutual agreement between the new RN, their preceptor, and management. Throughout the orientation process, new hires will be paired with a preceptor.

SECTION 15.2 – TIME PERIOD

Orientation for new RN shall normally be a minimum of six (6) weeks for new graduate nurses, which may be extended. For newly hired RNs with previous nursing experience, orientation shall normally be a period of six (6) weeks, which may be extended, decreased or modified based upon Hospital circumstances and upon the RN'S prior experience, prior employment with the Hospital or familiarity with the assigned position. Any decrease to the six (6) week orientation shall be by mutual agreement between the RN, the staff providing orientation, and nursing administration.

SECTION 15.3 - Content

Orientation provided to RNs shall normally include, but not be limited to, a complete tour of the Hospital and an explanation of the disaster manual; a thorough tour of the floor or floors and department(s) to be worked; a review of the medication procedures; orientation to patient care and charting system; orientation to crash carts and emergency procedures; orientation to the departments assigned to learn the routine and individual procedures of the area; and a review of the current job description. Employees shall be required to complete a skills check off during orientation.

SECTION 15.4 - Transfers

Orientation of RNs who permanently transfer to another department shall normally be for a period of one (1) week, which may be extended, decreased or modified, with mutual consent of the RN and the Hospital, based upon Hospital circumstances, the RN'S prior experience or familiarity with the new department. Orientation will also be provided to RNs who perform work on temporary assignments to other units where they have had no prior orientation. The time period for such orientation shall normally be three (3) days, which may be extended

or decreased by mutual agreement between the RN and the Hospital. In cases of emergencies, a RN may be required to perform work in another unit to assist without prior orientation. In such cases, a nursing administrator shall be available on call for assistance.

SECTION 15.5 - Materials Upon Hire

At the time of the RN'S hire, a Union Member shall deliver to the RN materials which shall include a copy of the current Agreement between the Association and the Hospital.

ARTICLE 16 - EDUCATION

SECTION 16.1

In-service education programs will be provided on a regular basis for all RNs to the extent determined appropriate by Hospital management, taking into consideration financial resources and time constraints. Applicability to specific RNs will be indicated on the program announcements. Program announcements will be posted well in advance of the offering on a specific bulletin board designated for continuing education in each nursing unit. Interested RNs shall arrange attendance with their immediate supervisor. All RNs will be compensated for attendance at in-service education and specific in-service planning sessions upon prior approval of Hospital management.

SECTION 16.2

Attendance by RNs at in-service educational programs shall be considered of utmost importance by the Association. In order to ensure that RNs maintain the highest possible professional skill, ability, and knowledge, attendance at all in-service programs shall be considered to be mandatory when so indicated. RNs shall be expected to attend mandatory in-services except in an emergency (the Hospital may require a doctor's verification for illness if abuse is suspected) or when on vacation.

SECTION 16.3

RNs required by the Hospital to attend education offerings outside the Hospital shall be reimbursed for registration fees, public transportation at cost, or personal transportation expenses at the standard rate per mile being paid by the Hospital. Lodging and meals shall be reimbursed on the basis of reasonable and prudent expense. Time spent in travel to and from educational offerings required by the Hospital shall be reimbursed in accordance with the Fair-Labor Standards Act. RNs required to participate in educational offerings may also be required to participate in in-service education programs to pass along information obtained in the above educational offerings.

SECTION 16.4

If RNs are interested in attending education offerings outside the Hospital, they may negotiate with the Hospital on an individual basis as to what, if any, wages or

expenses will be paid by the Hospital. The agreement will be in writing and signed by the RN and CNO and the Hospital President. If the RN is paid for their time to attend an educational offering, the RN may be requested to pass along information obtained from the educational offerings.

SECTION 16.5

RNs may request time off to attend educational offerings outside the Hospital; Association meetings, conventions, or workshops at their own expense. Applications for time off should be submitted in writing to the Hospital at least thirty (30) days prior to the posting of the work schedule covering the dates of the requested time off. The requested time off may be granted or denied at management's discretion, and time off requests shall not be unreasonably denied as staffing permits. RNs attending said educational offerings will take the day off without pay or take a vacation day at the RNs option.

SECTION 16.6

Appropriate outside educational offerings shall be posted on the specific bulletin board designated for continuing education in each nursing unit.

ARTICLE 17 - PROMOTIONS AND TRANSFERS

SECTION 17.1 - SKILL AND ABILITY

It is agreed that for the Hospital to provide the best patient care, it is necessary that all RNs have the present skill, ability, physical ability to do the job and interest to do their work properly and efficiently. Hereafter, the word "skill" will include "skill, ability, physical ability to do the job, interest and present ability to do the job without further training."

SECTION 17.2 - PROMOTIONS AND TRANSFERS

New permanent and job vacancies, if within the bargaining unit, shall be posted in Workday for a minimum of seven (7) calendar days with notice given by email to all association members, when alerts are set up in Workday. Applications shall be presented in writing to the Hospital within the seven (7) day posting period. RNs shall apply in Workday. RNs may bid on job openings other than their position of hire after completion of the probationary period. Association members will be required to give 18-day resignation notice.

SECTION 17.3 - MANAGERS AND SUPERVISORS

Promotions to managerial or supervisory positions shall be made in the sole discretion of the hospital and are not subject to review in the grievance procedure or otherwise.

SECTION 17.4 - PROMOTIONS FROM WITHIN

The Hospital agrees, as a general rule and to the extent practical and economic under the circumstances, to fill bargaining unit vacancies or new jobs which are clearly not due to temporary causes, by promotion of present RNs. Among two or

more in-hospital RNs who apply for new positions or job vacancies, such positions or vacancies shall be awarded according to seniority, provided skill and ability are substantially equal. In-house applicants shall be notified within five (5) calendar days after the position is awarded.

SECTION 17.5 - TEMPORARY VACANCIES

Temporary vacancies are defined as those occasioned by illness, vacation, leave of absence, or other temporary situations and which are not likely to last more than three (3) months. Temporary vacancies which the Hospital decides should be filled will be filled by volunteers or, if no qualified RN volunteers, then by temporarily transferring a RN who is qualified to do the work or by hiring a new RN at the Hospital's discretion. If a temporary transfer of a RN is required, it shall be assigned in the order of reverse seniority of RNs, on a rotating basis with the necessary skills and abilities.

ARTICLE 18 - SENIORITY, LAYOFF, AND RECALL

SECTION 18.1 - SENIORITY DEFINED

Bargaining unit seniority is defined for regular full-time and regular part-time RNs as the length of employment with the Hospital from their last date of hire as a bargaining unit RN uninterrupted by resignation from a bargaining unit position, discharge or unpaid leave of absence as provided in Section 18.8. Bargaining unit seniority shall be used solely to determine rights existing between bargaining unit RNs and for no other purpose. A RN's bargaining unit seniority will be frozen for a maximum period of one (1) year, during which no seniority shall accrue if the following are met:

1. The RN must have been employed in a position covered by this Agreement for a period of at least three (3) years,
2. The RN must actually work an average of at least twelve (12) hours per pay period performing nursing duties for the entire frozen seniority period.

SECTION 18.2 - PART-TIME RNS

Part-time RNs shall accrue seniority rights. Part-time nurses are those nurses assigned FTEs less than 0.75. Part-time RNs shall receive all benefits for part-time RNs according to their FTE as specifically stated in other portions of this Agreement.

SECTION 18.3 - FULL-TIME RNS

Full-time RNs shall accrue seniority rights. Full time RNs are those assigned FTEs of 0.75 to 1.0 FTE.

SECTION 18.4 - TEMPORARY RNS

Temporary RNs do not accrue seniority rights. A temporary RN is a RN hired to fill a temporary vacancy as described in Article 17, Section 17.5.; however, if a

currently employed bargaining unit RN is transferred to fill a temporary position, they shall continue to receive all wages, benefits and seniority of their bargaining unit position.

SECTION 18.5 – PRN RN

PRN RN is defined as a RN who works less than 936 hours in a six month period. PRN RNs are scheduled randomly and used to supplement regular staffing. PRN RNs shall not be used to replace regularly scheduled employees. PRN RN's hours shall be computed for the period from January 1 to June 30 each year and for the period July 1 to December 31 each year. Any PRN position which is regularly working 24 hours or more per week for a period of at least 4 (four) consecutive months shall be considered a new bargaining unit position. PRN RNs are not covered by any other provisions of this agreement.

SECTION 18.6 - SENIORITY LISTS

The Hospital shall within fifteen (15) days after the signing of this Agreement furnish the Association with a seniority list showing the seniority dates for all RNs within the bargaining unit. One copy shall be posted in the schedule book. During the term of this Agreement the list shall be revised and posted every six (6) months by the Hospital. The Hospital may rely on the list unless errors are brought to the Hospital's attention within fourteen (14) days of the posting.

SECTION 18.7 - PROBATIONARY PERIOD

For the first 180 days of employment all RNs shall be considered probationary. During this period the Hospital may terminate the RN without cause, and the RN shall have no recourse to the grievance procedure. Upon completion of the probationary period, the RN's anniversary date shall relate back to the last date of hire in a bargaining unit position for accrual of benefits and seniority. A RN's probationary period may be extended for an additional 90 days at the discretion of the CNO by informing the RN of the decision and the reasons for it. RNs will be eligible to participate in group insurance plans the first of the month following the first full month of employment.

SECTION 18.8 - TERMINATION OF SENIORITY

Employment shall terminate and seniority for all purposes when a RN:

1. Resigns or retires;
2. Is discharged for just cause;
3. Is absent exceeding the period for which a leave of absence has been granted or extended in writing or obtains a leave of absence under false pretenses;
4. Is absent for two (2) consecutive scheduled shifts without notification to the Hospital;

5. Fails to advise the Hospital of intent to return to work within three (3) working days after receiving a notice of recall from layoff directed to the RN's last known address;
6. Fails to report for work following expiration of a disability leave within three (3) days after release by their doctor;
7. Accepts other employment during a leave of absence or while on an education leave unless agreed to in writing by the hospital;
8. Is not recalled within nine (9) months of layoff;
9. Does not perform work for the Hospital (except for layoff or military leave or approved leave of absence) for a period in excess of six months or the length of the RN's service when the absence began, whichever is shorter.

SECTION 18.9 - LAYOFFS AND RECALLS

If in the Hospital's judgment, a layoff becomes necessary, the Hospital will determine the services and/or the level of patient care to be provided and the staffing structure which will best meet these objectives.

1. The Hospital will determine which RNs will be retained based upon the services and/or level of care to be provided. Provided the qualifications and abilities are substantially equal, the Nurse with the least seniority will be the first laid off.
2. Before any full-time or regular part-time post probationary RN is laid off, the Hospital will lay off temporary RNs as defined in Section 17.5, and probationary RN as determined appropriate by the Hospital provided the temporary RN is not a regular member of the bargaining unit on temporary assignment as determined appropriate by the Hospital.
3. The Association and the affected RNs will, absent an emergency, receive at least fifteen (15) calendar days' notice prior to the effective date of the layoff (Notice to RN deemed given when mailed).
4. Health-related insurance coverage may be continued during a layoff per COBRA terms.
5. RNs on layoff status shall keep the Hospital informed of their recall availability and current address and phone number.

6. Recalls from layoff shall be in order of seniority, provided they are qualified to perform the work involved. A RN who is passed over due to lack of qualifications retains their position on the recall list. If no recall occurs within 180 days, the RN will be terminated.

SECTION 18.10 - RESIGNATION

A RN shall give at least thirty (30) calendar day's written notice of intended resignation, which notice must be served to the CNO.

ARTICLE 19 - LEAVE OF ABSENCE

SECTION 19.1 LEAVE OF ABSENCE

RNs may participate in unpaid leaves of absence on the same basis as non-union employees, as described in Logan Health policy Leave of Absence, HR120.

SECTION 19.2 – BEREAVEMENT LEAVE

RNs may participate in bereavement leave benefit on the same basis as non-union employees, as described in Logan Health policy Bereavement, HR400.

SECTION 19.3 – JURY DUTY

RNs may participate in jury duty/court appearance benefit on the same basis as non-union employees, as described in Logan Health policy Jury Duty/Court Appearance, HR405.

SECTION 19.4

If the Hospital makes changes to the policies reference in this article, the Hospital shall notify the Association prior to implementation.

ARTICLE 20 – EARNED TIME BANK (ETB)

SECTION 20.1 - ELIGIBILITY

RNs shall be eligible to participate in the Earned Time Bank (ETB) benefit on the same basis as non-union employees, as described in the policy Logan Health Earned Time Bank (ETB) HR 410.

SECTION 20.3 –

All RNs hired prior to October 1, 2001 shall receive an ETB annual accrual rate of 296 hours annually with a maximum accrual of 512 hours.

ARTICLE 21 – CONTINUED ILLNESS BANK (CIB)

SECTION 21.1 - ELIGIBILITY

RNs shall be eligible to participate in the Continued Illness Bank (CIB) paid time off benefit on same basis as non-union employees, as described in the policy, Logan Health Continued Illness Bank (CIB) HR411.

ARTICLE 22 - HOLIDAYS AND HOLIDAY PAY

SECTION 22.1 – RECOGNIZED HOLIDAYS

Subject to the provisions of this Article, the Hospital will observe the following six (6) holidays on the calendar days on which they occur:

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

SECTION 22.2 - QUALIFICATIONS FOR HOLIDAY PAY

To qualify for holiday pay a RN must meet each of the following requirements:

1. The RN must be a regular full-time or part-time RN.
2. The RN must have completed the RN's probationary period.
3. The RN must have worked a scheduled day before or after a holiday to receive holiday pay.

SECTION 22.3 - AMOUNT OF HOLIDAY PAY

For each full holiday designated in Section 22.1, an eligible full-time RN shall utilize ETB as necessary to offset any scheduled hours missed due to the holiday.

SECTION 22.4 - PAY FOR WORK PERFORMED ON A HOLIDAY

For each full holiday designated in Section 22.1, an eligible RN who performs work on the holiday shall be paid time and one-half the hourly rate for work performed on the holiday (See Section 22.8 for holiday time defined). A RN who voluntarily agrees or is scheduled to work on a holiday and who fails to report for such work shall receive no holiday pay and may be subject to other disciplinary action. A regular part-time RN who works during a holiday shall receive time and a half pay for each holiday hour worked.

SECTION 22.7 5 - PAY DURING LAYOFF

RNs who are on layoff when a holiday occurs will not receive holiday pay.

SECTION 22.8 6 - HOLIDAY DEFINED BY SHIFTS

Holidays for the purpose of this Section shall begin at 6:00 A.M. the morning of the holiday, until 6:00 A.M. (24 hours) the following morning.

ARTICLE 23 - INSURANCE

SECTION 23.1 - COVERAGE

Eligible part-time and full-time RNs may participate in group health, vision, dental, long-term disability, supplemental employee life, and dependent life insurance on the same basis as non-union employees.

SECTION 23.2

The Hospital shall provide, at no cost to the RN Hepatitis B, T-Dap (Tetanus/Diphtheria/Pertussis), and flu shots, if requested.

ARTICLE 24 - RETIREMENT

All employees 18 years old or older can participate in the Logan Health Retirement Savings Plan. After the new employee hire date they can enroll into Vanguard and elect their payroll contributions. In order to opt out of this benefit, you will need to enroll online in your account online and set up your payroll contributions to 0% pre-tax and Roth deferral. An employee who does not make an election will be automatically enrolled at a 3% traditional deferral, with a 1% annual contribution increase based on the date of hire, up to a 10% cap. Employees can adjust their salary deferral percentage at any time during the year. To receive matching contributions, the employee must be set up with a salary deferral (pre-tax or Roth) with the plan. Logan Health will contribute 200% of the first 3% deferral of eligible earnings. Vesting is a two year cliff model. The employee is fully vested in self-deferral contributions immediately, and company contributions vest after two years.

ARTICLE 25 - WAGES

SECTION 25.1 - MINIMUM WAGE RATES

The minimum beginning hourly rates which shall be effective during the term of this Agreement are set forth in Appendix A and made a part thereof. The Hospital reserves the right to increase but not decrease these wages without first consulting with the Association.

SECTION 25.2 - NOCTURNAL SHIFT DIFFERENTIALS

A shift differential as defined in Appendix A will be paid for the nocturnal shift. For the purpose of applying the shift differential pay, all hours worked by a RN during their workday shall be considered as being worked on his regular shift.

SECTION 25.3 - ON-CALL PAY

On-call pay as defined in Appendix A will be paid to any RN who is required to be on-call and expected to report for work if called. Please see Section 13.11 for further clarification.

ARTICLE 26 - HEALTH, SAFETY, SECURITY, AND SANITATION

SECTION 26.1

The Hospital may make reasonable rules concerning the health, safety, and sanitary working conditions of its RNs during the hours of their employment. All RNs shall follow the Hospital's health, safety, and sanitation rules including those on the wearing and use of safety equipment and proper work clothing.

SECTION 26.2

The Hospital will endeavor to provide for the safety and security of its RNs while on the Hospital premises in their capacity as RNs.

SECTION 26.3

A minimum of two (2) staff RN's, if available, must be on staff within the Hospital at all times. At no time shall an RN be expected to work independent of another licensed health care professional without mutual agreement of the RN and management.

SECTION 26.4

The Hospital and the Association agree that violence in the workplace is form of serious misconduct.

In the event that a RN is injured in or witnesses an act of violence, it is the RN's responsibility to notify their supervisor or designee by end of shift. A debriefing will be conducted in a timely manner to determine the RN's immediate needs for the duration of their shift. Additionally, the supervisor or designee will conduct a private meeting in a timely manner to assess the needs of the RN and to provide information regarding available services. The Hospital will make every attempt to make necessary scheduling accommodations, if needed, so the RN may attend counseling sessions through the Employee Assistance Plan or other programs offered for the RN.

Reporting workplace violence is critical to the Hospital's ability to promptly respond and take action to prevent violence in the workplace. No RN will be subject to retaliatory action of any kind because they report violent conduct, participate in an investigation regarding violent conduct, or seek assistance from local emergency services or law enforcement when a violent incident occurs. Nursing staff is encouraged to utilize local law enforcement at the nurse's discretion and this action will be supported by the Hospital. All reports of violent conduct will be taken seriously and will be thoroughly investigated, and all complaints reported to management will be treated with as much confidentiality as possible. Significant

events and trends of reported workplace violence will be presented and discussed at PCC and shall be treated with as much confidentiality as possible.

SECTION 26.5

The Hospital commits to prominent hospital and clinic signage stating their Zero Tolerance Policy on Workplace Violence (including verbal and non-verbal threats). The Hospital acknowledges the right of nurses to remove themselves from situations they believe present an immediate risk of violence. The nurse shall immediately contact their supervisor to report the circumstances. The nurse will be expected to participate in follow-up or review of the incident as necessary.

ARTICLE 27 - CHANGE OF LAWS

If at any time during the period covered by this Agreement, an express provision of this Agreement should be finally held to violate any valid law or decision applicable thereto, then that part of this Agreement shall forthwith be terminated and re-negotiated.

ARTICLE 28 - TOTALITY OF AGREEMENT

After this Agreement has been signed and approved, no provision of this Agreement may be modified, changed or amended during the life of the Agreement, except by mutual consent in writing between the Association and the Employer.

This Agreement, upon ratification, as to all bargaining unit personnel supersedes all prior Hospital practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

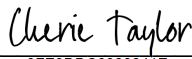
The Hospital and Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Hospital's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. The parties may engage in impact bargaining upon mutual agreement.

ARTICLE 29 - EFFECTIVE DATE


This Agreement shall become effective on the 1st day of August, 2024 upon ratification, and shall remain in full force and effect to and including July 31, 2027 unless changed by mutual consent. Should either party desire to change, modify or renew the Agreement, notice must be given at least ninety (90) days prior to the expiration date. After receipt of such notice, negotiations shall commence.


Signed and entered into this 24th day of July, 2024


NORTHERN ROCKIES MEDICAL
CENTER INCORPORATED, DBA
LOGAN HEALTH – CUT BANK
OF CUTBANK, MONTANA

DocuSigned by:

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MONTANA NURSES ASSOCIATION
LOCAL UNIT #25

DocuSigned by:

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DocuSigned by:

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APPENDIX A

SECTION 1. Wages

- a. The attached salary schedule shall be effective from August 1, 2024 to July 31, 2027. RNs shall progress from step to step based on total years of service.
- b. On-call pay shall be \$4.00 per hour.
- c. Night shift shall begin at 1745 and end at 0615. The differential shall be \$3.25 per hour for hours worked during night shift. If day shift hours are worked that lead into night shift, there must be a minimum of 2 hours into the night shift before differential is paid.
- d. Charge Nurse differential shall be \$2.50 per hour. Prior to any RN filling a Charge Nurse shift, they must have signed the most recent Charge Nurse job description.
- e. RNs shall be paid for certifications, including but not limited to: ACLS, TNCC, NALS/NRP, PALS, STABLE, ENPC, and CPI at twenty-five cents (\$0.25) per hour for each certification. Additional certifications may be approved for pay at the sole discretion of the employer.
- f. RNs who assume the duties of a department head or supervisor shall receive \$1.50 an hour pay differential to their base hourly rate of pay.
- g. Weekends: RNs working between the hours of 1745 on Friday and 1745 on Sunday will be paid a weekend differential of \$2.00 per hour to the base hourly rate of pay.
- h. Call-back pay will be paid to any RN who is called back to work outside of their regularly scheduled hours. If a RN is sent home low census and called back to work during a regularly scheduled shift the RN will be eligible for call-back pay. Call-back pay will be paid at 1.5 times the RN's regular hour rate. Please see section 13.11 for further clarification.
- i. Graduate RNs will be paid at 80% of scale until their licensure becomes official.
- j. RNs with Nationally recognized certifications that are within the spectrum of service lines provided at the facility will receive \$1.00 per hour to their hourly base wage. Certifications must be completed independently and the RN will be responsible for certification fees. The employer retains the sole discretion to determine eligibility of

certifications for this premium. Certifications must be completed independently and the RN will be responsible for the certification fees.

- k. After five (5) years of continuous service at the Hospital the renewal fee for licenses will be paid by Hospital.
- l. The employer retains sole discretion to provide travel allowances.
- m. A preceptor is defined as a RN who has completed the preceptor training through Logan Health Education Department and who is responsible for supervising a student, graduate RN, or orienting a newly hired RN shall receive an additional \$2.00 per hour differential pay while precepting.

SALARY SCHEDULE FOR REGISTERED NURSES

Acute Care					Clinic				
YEARS (Length of credited service)	Current	Effective 8/1/2024 5.5%	Effective 8/1/2025 3.5%	Effective 8/1/2026 3%	YEARS (Length of credited service)	Current	Effective 8/1/2024 5.5%	Effective 8/1/2025 3.5%	Effective 8/1/2026 3%
ENTRY	\$30.39	\$ 32.06	\$ 33.18	\$34.18	ENTRY	\$27.35	\$28.85	\$29.86	\$30.76
1	\$30.97	\$ 32.67	\$ 33.82	\$34.83	1	\$27.87	\$29.40	\$30.43	\$31.34
2	\$31.56	\$ 33.30	\$ 34.46	\$35.49	2	\$28.41	\$29.97	\$31.02	\$31.95
3	\$32.17	\$ 33.94	\$ 35.13	\$36.18	3	\$28.95	\$30.54	\$31.61	\$32.56
4	\$32.79	\$ 34.59	\$ 35.80	\$36.88	4	\$29.51	\$31.13	\$32.22	\$33.19
5	\$33.42	\$ 35.26	\$ 36.49	\$37.59	5	\$30.07	\$31.72	\$32.83	\$33.82
6	\$34.06	\$ 35.93	\$ 37.19	\$38.31	6	\$30.65	\$32.34	\$33.47	\$34.47
7	\$34.71	\$ 36.62	\$ 37.90	\$39.04	7	\$31.24	\$32.96	\$34.11	\$35.14
8	\$35.38	\$ 37.33	\$ 38.63	\$39.79	8	\$31.84	\$33.59	\$34.77	\$35.81
9	\$36.06	\$ 38.04	\$ 39.37	\$40.56	9	\$32.45	\$34.23	\$35.43	\$36.50
10	\$36.75	\$ 38.77	\$ 40.13	\$41.33	10	\$33.07	\$34.89	\$36.11	\$37.19
11	\$37.46	\$ 39.52	\$ 40.90	\$42.13	11	\$33.71	\$35.56	\$36.81	\$37.91
12	\$38.17	\$ 40.27	\$ 41.68	\$42.93	12	\$34.36	\$36.25	\$37.52	\$38.64
13	\$38.91	\$ 41.05	\$ 42.49	\$43.76	13	\$35.02	\$36.95	\$38.24	\$39.39
14	\$39.65	\$ 41.83	\$ 43.29	\$44.59	14	\$35.69	\$37.65	\$38.97	\$40.14
15	\$40.42	\$ 42.64	\$ 44.14	\$45.46	15	\$36.37	\$38.37	\$39.71	\$40.90
16	\$41.19	\$ 43.46	\$ 44.98	\$46.33	16	\$37.07	\$39.11	\$40.48	\$41.69
17	\$41.98	\$ 44.29	\$ 45.84	\$47.21	17	\$37.78	\$39.86	\$41.25	\$42.49
18	\$42.79	\$ 45.14	\$ 46.72	\$48.13	18	\$38.51	\$40.63	\$42.05	\$43.31
19	\$43.61	\$ 46.01	\$ 47.62	\$49.05	19	\$39.25	\$41.41	\$42.86	\$44.14
20	\$44.45	\$ 46.89	\$ 48.54	\$49.99	20	\$40.00	\$42.20	\$43.68	\$44.99
21	\$45.30	\$ 47.79	\$ 49.46	\$50.95	21	\$40.77	\$43.01	\$44.52	\$45.85
22	\$46.17	\$ 48.71	\$ 50.41	\$51.93	22	\$41.55	\$43.84	\$45.37	\$46.73
23	\$47.06	\$ 49.65	\$ 51.39	\$52.93	23	\$42.35	\$44.68	\$46.24	\$47.63
24	\$47.96	\$ 50.60	\$ 52.37	\$53.94	24	\$43.16	\$45.53	\$47.13	\$48.54
25	\$48.88	\$ 51.57	\$ 53.37	\$54.97	25	\$43.99	\$46.41	\$48.03	\$49.47

1. Length of Credited Service = Length of continuous service credited year for year working as an RN.
2. The Hospital may, at its discretion, provide experience credit to newly hired RNs with other appropriate healthcare experience (i.e. paramedics, LPNs) and such time shall count toward step plan progression. In calculating a new hire's position, the Hospital may not place a new hire at a higher wage step level than a presently employed RN with the same credited experience level.
3. RNs shall be placed onto the new wage scale at their current step and shall progress to the next step on their anniversary date of hire. RNs who have reached the top of the wage scale shall receive the average percentage step increase as a lump sum bonus on their anniversary date of hire.

A lump-sum bonus based on years of continuous service as a bargaining unit RN at the Hospital will be paid the pay period following their corresponding anniversary date of the RN's most recent date of hire into the bargaining unit, according to the schedule set forth below:

LONGEVITY BONUS	
Anniversary to be paid on:	
3rd	\$750.00
6th	\$775.00
9th	\$800.00
12th	\$825.00
15th	\$850.00
18th	\$875.00
21st	\$900.00
24th	\$925.00
27th	\$925.00
30th	\$925.00
33rd	\$925.00
36th	\$925.00
39th	\$925.00
42nd	\$925.00
45th	\$925.00
48th	\$925.00
51st	\$925.00
54th	\$925.00
57th	\$925.00
60th	\$925.00

- Any increase in negotiated benefits by another bargaining unit and the hospital shall apply to Local Unit # 25



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