

COLLECTIVE BARGAINING AGREEMENT BETWEEN ROSEBUD
HEALTH CARE CENTER AND MNA LOCAL #38

11-1-2024 through 10-31- 2026

ARTICLE I. CONTRACT PARTIES

Rosebud Community Hospital doing business as Rosebud Health Care Center, a Montana Not for Profit Corporation, operating acute care, long-term care and clinic facilities at Forsyth, Montana (herein Hospital) and the Montana Nurses Association, Local 38 (herein Association), have agreed as follows:

ARTICLE II. OMNIBUS CLAUSE

Whenever the terms “they”, “their”, “theirs” “nurse,” or “employee” are used in this agreement, they shall be interpreted as including or referring to both male and female gender.

ARTICLE III. RECOGNITION, SCOPE OF AGREEMENT

A. Rosebud Health Center (“Employer,” “Company,” or “Rosebud”) recognizes the Montana Nurses Association (“Association” or “Union”) as the exclusive collective bargaining representative for the following bargaining unit:

Included: All registered nurses employed at Rosebud Health Center in Forsyth, Montana, also referred to as employees, nurses, or RNs.

Excluded: Coordinators, supervisors and guards as defined in the National Labor Relations Act (“Act”), and all employees other than registered nurses, provided that any registered nurse supervisor/coordinator can perform work normally performed by members of the bargaining unit.

B. The terms are intended to cover only minimums in wages, hours, working conditions and other employee benefits. The Employer may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimum herein prescribed, without the consent of the Association. The Employer will inform the Association of any changes in a timely manner.

C. During the terms of this Agreement and any extensions, no collective bargaining will occur upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement, unless mutually agreed upon by the Employer and Association.

D. At the time of employment, a copy of this agreement, provided by the Association, shall be given by the Hospital to each nurse.

MNA will be provided 30 minutes during the first ten (10) days of the new employee’s orientation period for union orientation.

E. No nurse will be required to be a member of the Association. However, for the convenience of the Association and those employees who may now be or who may become Association members, the Employer, after receipt of an appropriate written authorization from employees covered, agrees to deduct each month the monthly Association dues and remit such dues to the Association. The check-off regular monthly dues shall be terminable and revocable at will by the employee by informing the Employer in writing. The Association agrees

to indemnify and hold the Employer harmless against any and all claims, by reasons of any action taken by the Employer under this provision.

ARTICLE IV. EMPLOYEE LISTS

Monthly the Hospital will provide a listing of all RNs, including name, address, telephone number, date of hire an RN, years of RN experience, position, FTE, work status (FT, PT, PRN), base rate of pay, and termination date if applicable to the Chairperson of the local unit and MNA.

ARTICLE V. EMPLOYEE STATUS

DEFINITIONS

Probationers: For the first six (6) months of employment, all employees will be considered probationers. During this period the employee may terminate their position or the Hospital may dismiss the employee without further obligation. This is a trial period for both the employee and the Hospital to determine suitability and interest in the work and to provide the opportunity for an adjustment period.

Temporary Nurses: A temporary nurse is a nurse who is hired for a period up to six (6) months and is so informed at the time of hire, and who is hired for a special project or to replace a nurse on leave or on vacation or for other reasons. A temporary nurse in their probationary period may be discharged with or without just cause at the sole discretion of the Employer.

Full-time Nurses: at least 160 hours per month (8-hour shifts) or more than 144 hours per month (12-hour shifts). Exempt employees' (salaried) work month is 174 hours.

Part-time Nurses: An employee scheduled to work and who regularly works 87-144 hours per month.

Per Diem Nurses: A per diem nurse is a nurse who works on an as needed basis on a single unit or in multiple areas of the Hospital but does not hold a regular status position with the Hospital. Periods of per diem status do not affect the nurse's anniversary date of employment. Per Diem nurses will receive ten percent (10%) of their base wage as differential in addition to their base wage for all hours worked in lieu of receiving fringe benefits. Per Diem nurses must work a minimum of six (6) shifts per year. One (1) shift must be holiday as mutually agreed upon between the nurse and the D.O.N. per the holiday rotation schedule or they are ineligible to receive a wage increase that year.

Registry Nurses: Registry Nurses (an employee of a subcontracting employment agency) shall not be covered by the provisions of this agreement, provided however, that registry nurses shall not be used to defeat the right of bargaining unit nurses as specifically provided for in this agreement.

ARTICLE VI. MANAGEMENT RIGHTS

Section 1.

The Association recognizes and agrees that except as specifically limited by the express provisions of this Agreement, the Employer maintains sole and exclusive right to manage its business in such a manner as the Employer shall determine to be in its best interest. The Employer's right to manage its business includes, but is not limited to, the right to:

- Hire, promote, demote, transfer, assign and direct employees;
- Sell, lease, transfer, discontinue or subcontract all or part of the business;
- Move, transfer or change the location of part or all of the operations;
- Discipline, suspend or discharge, or relieve employees of duties;
- Enforce current company rules and regulations;
- Increase or decrease the work force;
- Determine the work to be performed, job content, the employee's performance and methods to be employed;
- Establish quality and work standards;
- Schedule and re-schedule hours, including overtime;
- Determine and re-determine job content and any classifications that are required;
- Determine and, from time to time, re-determine the qualifications of the employees and to maintain safety, efficiency and order.

The exercise or non-exercise of the rights retained by the Employer shall not be deemed to waive any such rights or the discretion to exercise any such rights in some other way in the future.

Nothing in this article shall preclude the Employer from bargaining the impact of its decisions as required by law.

Section 2.

The terms of this written Agreement encompass all limitations and the rights of management and no agreements, promises, customs, benefits, practices or usage, whether written or oral, which were established or in effect before the execution of this Agreement, will be binding upon either party subsequent to the execution of this Agreement.

Section 3.

Any of the rights and powers the Company had before entering into this Agreement are retained by the Employer except as specifically abridged or modified by the express written Agreement with the Union as to the particular subjects.

Section 4.

Notwithstanding the limitations expressed in this Article, further negotiations may occur during the term of this Agreement with the consent of both parties in writing, and if such negotiations do occur and result in an agreement, such agreement shall be reduced to writing and shall be binding upon the parties hereto for any term agreed to by the parties.

Section 5.

No work, operation of any equipment or machinery or use of any equipment, machinery or tools is or may become the exclusive right or jurisdiction of any employee or classification of employees represented by the Union.

ARTICLE VII. HOURS OF WORK, SCHEDULING, AND TIMEKEEPING

WORK WEEK

The basic work week shall begin with the day shift on Sunday and end with the close of the night shift the following Saturday.

PAY PERIOD

Pay period runs from the first (1st) day of the calendar month through the fifteenth (15th) and the sixteenth (16th) day of the month through the last day of the month. Payroll day is the fifth (5th) day of the month and the twentieth (20th) day of the month barring legal holidays or weekends, in which case checks will be issued on the previous working day.

SCHEDULE POSTING AND COLLABORATION:

Time schedules and days off shall be posted two (2) weeks in advance for a four (4) week period. Posted schedules will be changed by mutual consent. Nurses will not be scheduled above their FTE without their consent. The employer and the nurses will collaborate about how best cover the needs of the employer while addressing the interests of the employees. Specific focus shall be around holiday and weekend scheduling to optimize work-life balance of the employees during the holidays.

WEEKENDS:

The weekend will be defined as Saturday and Sunday. In the Hospital, the weekend will begin at 06:45 a.m. on Saturday and end at 0645 a.m. on Monday. In the Nursing Home, the weekend will begin at 05:45 a.m. on Saturday and end at 05:45 a.m. on Monday. RNs will receive two dollars (\$2.00) per hour weekend differential for all weekend hours worked.

TIMEKEEPING

Employees are required to use the computerized time keeping system when reporting to and leaving from work. Employees leaving the premises prior to the regular end of their shift must obtain prior approval from management and are required to clock out and clock in.

All employees are responsible for clocking their own time.

If an error is to be corrected or time clarified, employees must notify their supervisor. The supervisor will then contact human resources for any necessary changes.

TIME AT DESIGNATED COMMITTEES – Nurses shall be compensated at straight time rate of pay for all time spent in any appropriately developed, job related committee.

HOSPITAL REQUESTED TESTIMONY – Nurses shall be paid their regular hour rates when called for testimony on behalf of the hospital. Travel time and expenses will be reimbursed by the hospital.

REPORTING NOTICE

When an employee is unable to report for work at their regularly scheduled starting time, such employee must give the Hospital Supervisor, Director of Nursing Services or Charge RN advance notice of their inability to report, explain the reason therefore and the probable duration of her absence. If permitted by circumstances, such advance notice shall not be less than two (2) hours.

ARTICLE VIII. SENIORITY, LAYOFFS & RECALL, POSITION CHANGES & TERMINATION OF EMPLOYMENT

SENIORITY

- A. Nurses who were hired on or before November 1st, 2012, shall have their seniority determined by their most recent date of hire as a nurse in the facility.

- B. Nurses who were hired after November 1st, 2012, shall have their seniority determined by their date of hire as a bargaining unit nurse.
- C. Per Diem Nurses shall have their seniority date computed by compensable hours.
- D. All newly hired employees shall be probationary employees during their first six (6) months of employment, and during the probationary period they will have no seniority or right to employment and may be discharged or disciplined with or without just cause. Upon successful completion of the probationary period, seniority shall be retroactive to date of employment.
- E. The following applies to Nurses hired after November 1st, 2012: Nurses who leave the bargaining unit for the purposes of accepting a non-bargaining unit position at Rosebud Health Care Center that involves patient care, medical services administration, or other positions which utilize the professional education, and training of the employee, shall have bargaining unit seniority frozen until such time as the RN successfully bids back into a bargaining unit position.

LAYOFFS AND RECALL

A layoff is defined as a separation from employment because of a reduction in force caused by reasons that do not reflect discredit on the nurse or nurses to be laid off.

- A. If in the Hospital's judgment a layoff becomes necessary, the Hospital will determine the services and/or level of patient care to be provided and the staffing structure which will best meet these objectives. The Hospital will notify the Association and provide the Association with an accurate seniority list.
- B. In the event of a layoff, the Hospital will determine which Nurses will be retained based on the determination of services and/or level of patient care to be provided. The Nurse(s) in the affected department with the least seniority will be the first laid off. Layoffs shall be in the following order: temporary Nurses, probationary Nurses, per diem Nurses followed by regularly scheduled Nurses in the affected departments. The Hospital shall be the judge of qualifications and ability.
- C. The laid off nurse will have the right to bump the least senior nurse with less seniority than the laid off nurse in another department if they choose to, provided they have the skills and qualifications to perform the new job.
- D. Laid off Nurses and the Association will receive a written notice of at least thirty (30) calendar days prior to the effective date of layoff or pay to the nurse(s) in lieu thereof.
- E. Nurses on layoff status shall keep the Human Resources Department aware at all times of their recall availability and current address and telephone number. Job vacancies shall be mailed to Nurses who have been laid off.
- F. Nurses will be removed from the recall list after one (1) year.
- G. Recall back to work shall be done in the order of seniority (Nurse with the most seniority goes back to work first and so on).

TERMINATION OF EMPLOYMENT

- A. Discharge shall only be for just cause.
- B. A nurse shall give the Hospital one (1) month written notice of intent to resign, whenever possible.
- C. The employee's personnel file shall be available for the employee's review, during active employment.

DISCIPLINE

- A. No nurse will be disciplined or discharged except for just cause. In taking disciplinary action, the Hospital shall follow the principle of progressive discipline directed toward the goal of correction, provided, however, the parties acknowledge that there are circumstances justifying immediate suspension or discharge.
- B. Discipline, when administered, will be done in accordance with this Agreement and the Hospital's written policies and procedures, in one or more of the following forms and normally, but not necessarily, in the following order: (1) Professional Counseling; (2) Oral reprimand; (3) Written reprimand; (4) Suspension; (5) Discharge.
- C. Formal disciplinary action shall take place in a private area. All disciplinary proceedings are subject to the grievance/arbitration clause. All disciplinary entries in the personnel file not involving termination shall state the corrective action expected of the employee. During the probationary period, an employee may be discharged without the right of grievance or appeal. All written reprimands, notices of suspension and notices of discharge may become a part of the employee's personnel file and shall be read and acknowledged by signature of the employee. If the employee has no further disciplinary action within a one-year period, the action will be removed from the employee's personnel file at the employee's request.
- D. Registered Nurses shall not be subject to the Employer's "Attendance Point System" policy.

ARTICLE IX. NO STRIKE - NO LOCKOUT

It is agreed that during the term of this Agreement, neither employees nor the Association shall cause, encourage, engage, or participate in any strike, sympathy strike, slow-down, work stoppage, or picketing. The Hospital agrees that it will not lock out employees during the term of the Agreement.

ARTICLE X. GRIEVANCE AND ARBITRATION

The provisions of this Article shall be the exclusive method to be followed by the Union and the employees in the adjustment or settlement of all grievances and disputes regarding the interpretation or application of this Agreement.

- The Employer, an employee, or the Union may file grievances.
- The grievant and a Union Representative have the right to be present at each step of the grievance procedure.

- All timelines may be extended by mutual agreement of the parties.
- If one party fails to meet a timeline, the grievance will be resolved in the favor of the party held in compliance with this article.
- All days in this article refer to business days.
- All grievances shall be processed in accordance with the provisions of this article.

Section 1. Time Limitations. STEP 1 of the grievance process must be initiated no later than fifteen (15) days after the grievance occurs or when it becomes known.

Section 2. Processing of Grievances. Grievances shall be processed in the following manner:

STEP 1: The grievance shall first be taken up between the employee involved and their immediate supervisor. It is the intention of the Union and the Employer that every reasonable effort be made to settle grievances at this level. The employer shall have ten (10) days to investigate and respond to the Association and the grievant in writing.

STEP 2: If no satisfactory settlement is reached under STEP 1, the written grievance shall be submitted to the CEO no later than ten (10) days after the written response from STEP 1 is received. The Employer will investigate, meet with the grievant and the Union Representative and issue a written response no later than ten (10) days after STEP 2 is initiated.

STEP 3: If no satisfactory settlement is reached under STEP 2 then the Union may notice the Hospital in writing that the grievance be submitted to binding arbitration. Submission to arbitration shall occur within twenty (20) days of the written response in STEP 2.

- (a) Within ten (10) days after receipt of the request for arbitration, the Employer's representative and the Union's representative shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service and the parties shall select therefrom one (1) arbitrator by alternately deleting names from the list until a last name remains, the parties shall "flip a coin" to determine who shall be entitled to the first list deletion.
- (b) The arbitrator selected in accordance with the above procedure shall decide the dispute and his decision shall be final and binding on the Employer, the Union and the employee(s), provided the arbitrator shall only have authority to decide if the Employer violated the express terms of this Agreement and he shall have no authority to add to, subtract from, supplement or modify this Agreement.
- (c) The arbitrator shall not be empowered to hear more than one (1) Grievance at any time unless it involves identical facts or unless the parties have otherwise agreed in writing prior to the proceeding. The arbitrator shall not be empowered and shall have no jurisdiction to base his award on any alleged custom, practice or understanding which occurred prior to the effective date of this Agreement.
- (d) The arbitrator's decision or award shall be based solely on the evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other, and the arguments presented in the written briefs of the parties. The arbitrator's decision shall be final and binding upon the Employer, the Union and the employee(s) affected.

- (e) The fees and expenses of the arbitrator and the arbitration proceedings shall be borne equally by the parties. Each party will pay their own witness expenses.
- (f) The parties may agree to present a grievance to mediation prior to submission to arbitration and if agreeable, request the mediator to make a non-binding recommendation.

An employee shall not lose time or pay for time spent as a witness in an arbitration proceeding. The Union and the Company will set a schedule for the release of such employees.

ARTICLE XI. POSITION POSTING AND FILLING OF VACANCIES

Section 1. Posting

When vacancies occur or new positions are created, the existence of such vacancies shall be posted on the bulletin board for a period of seven (7) calendar days from the date of the initial posting.

Section 2. Filling of Vacancies

Full-time and regular part-time nurses employed by the Employer may apply for such vacancy or newly created position and shall be given preference in filling such vacancy on a seniority basis provided (a) the nurse is qualified to fill the vacant position, and (b) approval will not adversely affect patient care. Every effort will be made to award the position in a timely manner.

Upon hire or transfer all nurses shall receive a written document from the Employer stating their FTE, rate of pay, years of nursing experience, position, and unit. Upon ratification of this agreement, all currently employed nurses shall receive the same if they have not previously.

ARTICLE XII. SALARIES

WAGE PROVISION

No RN will suffer a reduction in pay or other loss as a result of the ratification of this agreement.

Effective November 1, 2024, the maximum salary cap for currently employed nurses is sixty-five dollars (\$65.00)

All registered nurses will receive a two percent (2%) “year of experience recognition” increase to their base pay on their anniversary date of hire.

Effective November 1, 2024, all registered nurses will receive a thirteen percent (13%) increase to their base pay.

Effective November 1, 2025, all registered nurses will receive a three percent (3%) increase to their base pay.

Nurses’ evaluations will be completed by the last day of the anniversary month. Nurses will sign the evaluation as acknowledgement of the process. Annual reviews will be subject to the grievance procedure.

If the nurses’ wage is greater than the salary cap above, they will receive a bonus calculated by multiplying the percentage of the increase by the number of hours worked during the previous year.

Per Diem nurses must work a minimum of six (6) shifts per year. One (1) shift must be holiday as mutually agreed upon between the nurse and the D.O.N. per the holiday rotation schedule or they are ineligible to receive a wage increase that year.

Nurses shall have their years of experience as an RN calculated on 1:1 basis for of experience as an RN. A maximum of 20 years of experience will be recognized upon hire. RNs with previous LPN experience will be credited with fifty percent (50%) for LPN years total not to exceed twenty years total.

New Hire scale will be increased by 13% on November 1, 2024

New Hire scale will be increased by 3% on November 1, 2025

NEW HIRE WAGE SCALE

HOSPITAL AND EXTENDED CARE FACILITY

Experience	1-Nov-24	1-Nov-25
New Grad	\$ 32.84	\$ 33.82
One Year	\$ 33.50	\$ 34.51
Two	\$ 34.17	\$ 35.20
Three	\$ 34.85	\$ 35.89
Four	\$ 35.55	\$ 36.62
Five	\$ 36.26	\$ 37.35
Six	\$ 36.98	\$ 38.09
Seven	\$ 37.73	\$ 38.86
Eight	\$ 38.48	\$ 39.63
Nine	\$ 39.26	\$ 40.43
Ten	\$ 40.04	\$ 41.24
Eleven	\$ 40.84	\$ 42.06
Twelve	\$ 41.65	\$ 42.90
Thirteen	\$ 42.49	\$ 43.76
Fourteen	\$ 43.34	\$ 44.64
Fifteen	\$ 44.21	\$ 45.53
Sixteen	\$ 45.09	\$ 46.44
Seventeen	\$ 45.99	\$ 47.37
Eighteen	\$ 46.91	\$ 48.31
Nineteen	\$ 47.84	\$ 49.28
Twenty	\$ 48.80	\$ 50.27

CLINIC

Clinic RNs will receive one (1.00) Dollar less per hour than Hospital and Extended Care RNs

BONUS BASED ON YEARS OF SERVICE WITH THE HOSPITAL

Beginning 10-31-09 all RNs will receive an annual bonus prorated based on the amount of hours worked in the previous evaluation cycle. along with their negotiated wage increase based on years of service with the hospital.

RNs who have been employed with the hospital for five (5) years or greater will receive an annual bonus of fifty (\$50.00)/year for each year of service during their anniversary month. Maximum bonus will not exceed one-thousand (\$1000) dollars.

ARTICLE XIII. BENEFITS, HEALTH AND WELFARE

INSURANCE

Employee Eligibility and Premiums:

Eligibility: All regular full-time employees and regular part-time employees who work at least twenty (20) hours per week on a regular basis are eligible to participate in this benefit program.

Employees must wait 59 days after start of employment to apply for the health insurance. Application must be made within thirty (30) days following the 59-day waiting period. The employee will be covered on the first of the month following the 59th day.

Dependents: Dependents shall become eligible as follows:

- A. A spouse may be added within thirty (30) days following date of marriage.
- B. A child may be added within thirty (30) days of birth or acquirement. If the addition of a child requires a change to an additional rate classification, such change must be made effective within thirty (30) days of the date of birth or acquirement.

Premiums: Rosebud Health Care Center will pay eighty-five percent (85%) of the monthly premium cost for the employee's health and basic life coverage. Employees may elect family coverage at their own expense.

Leave of Absence: Any employee on a leave of absence will be responsible to pay the full premium for their group health plan while on leave.

Employees may stay on the Group plan subject to COBRA for up to a maximum of 18 months for employees, up to 29 months if disabled, and up to 36 months for spouses and dependents after they leave Rosebud Health Care Center. The employee should make arrangements for payment of the full premium through Human Resources. Questions on continuation of health coverage for spouse and dependents should be directed to the Human Resources Representative.

Life Insurance: Rosebud Health Care Center will provide life insurance in the amount of \$10,000. Nurses may purchase additional life insurance coverage should they desire.

Retirement: The Hospital participates in Traditional and a Roth 401(K). The 401K was created to assist employees to plan and save for their retirement.

Eligibility: To participate, an employee must be 18 years old or older, have worked for a participating employer at least 1000 hours and still be employed on their first anniversary date; or worked at least 1000 hours in any plan year thereafter. Plan entry dates are quarterly (January 1, April 1, July 1, October 1).

Enrollment: Upon eligibility, employees are auto enrolled at 3% with an automatic increase each year of 1% up to 10%. Employees may opt out of the automatic increase at any time. If an employee is eligible to contribute

with one MEP participating employer, and is hired by another MEP participating employer, the employee may begin making contributions with the new employer immediately.

Contributions: Rosebud Healthcare Center will match \$1.00 per \$1.00 up to 3%. Employees will need to contribute at least 3% to get the full match from the employer.

Hospital Bills:

- If employees cannot pay their bill in full, employees can sign up for a Payroll Deduction Plan.
- RHCC requires a payment minimum of \$25.00 or 10% of the account balance, whichever is greater.
- If an employee pays their account in full within 30 days of discharge or insurance payment the employee will also be eligible for the 10% prompt pay discount.
- All employees are encouraged to complete the Charity Care Application. If an employee qualifies for a Charity Care adjustment, the adjustment could be a greater percentage than the 10%.

ARTICLE XIV. EXPOSURE TO CONTAGIOUS DISEASE

If a nurse has been exposed to a contagious disease a chest x-ray, and/or appropriate laboratory test is indicated, such examination shall be provided by the Hospital without charge to the nurse.

ARTICLE XV. EQUAL EMPLOYMENT OPPORTUNITY, MONTANA NURSE PRACTICE ACT, AND LABOR MANAGEMENT COMMITTEE

EQUAL EMPLOYMENT OPPORTUNITY – The Hospital and the association agree that each will fully comply with applicable laws and regulations regarding discrimination against any employee because of such person’s race, religion, color, national origin, sex, age, sexual orientation, gender expression or disabilities. There also shall be no discrimination by the Hospital against any nurse or applicant for employment on account of membership in or activities on behalf of the Association.

MONTANA NURSE PRACTICE ACT – For all RN’s the practice of nursing in the Hospital shall be in compliance with the Montana Nurse Practice Act and the ANA Code of Ethics for Nurses.

LABOR MANAGEMENT COMMITTEE – Hospital Management, jointly with the designated Local # 38 Association member representatives of the registered Nurses, shall maintain a Labor-Management Committee (LMC) to assist with areas of concern. Assignment despite objection (ADO) forms, staff utilization committee and ethics committee will be standing items on the committee agenda. The purpose of the committee is to foster improved communications between the employer and the nursing staff. The participating members will represent the views of their respective group. Such a committee shall be on a permanent basis and meet monthly or as infrequently as quarterly upon mutual agreement. The activities of the LMC shall not be subject to the grievance procedure. Participating nurses shall be compensated at their regular straight time rate for LMC meetings.

ARTICLE XVI. UNION ACCESS/UNION REPRESENTATION

Section 1.

Upon advance notice, authorized representatives of the Union will be given permission/authorization to access the Employer’s establishment for the purpose of investigation and handling of grievances, union

orientation/welcome of new employees and contract administration; provided that, such advance notice shall be provided in writing or by telephone to the Employer Representative. Any such meeting with bargaining unit member or members shall be held in non-work areas and at non-work times. In this connection, the Union agrees to furnish the Employer with the names of its authorized representatives for the purpose of this Article and only those persons shall be given access to the Employer's premises. The CEO or their designee shall determine the place of a conference between the Union Representative and the nurse. The duration of such visitation or conference shall be subject to the needs of the Hospital and shall not interfere with patient care or the operation of the Hospital.

Section 2.

The Association shall notify the Hospital of the name of the elected President and designees as appropriate.

Nurses can exercise their rights under Section seven (7) of the National Labor Relations Act NLRA providing those activities shall not be unduly interruptive to nursing duties. For example, nurses are permitted to talk about the union and their working conditions during working time since the Hospital permits nurses to talk about other non-work-related matters during working time.

The Local Unit President or designee must be given the opportunity to be present at any interview of a nurse in the bargaining unit by a representative of management in connection with an investigation provided the nurse reasonably believes the investigation interview may result in disciplinary action of their and the nurse requests representation. A Local Unit President or designee who is requested or required to meet with managerial representatives during their scheduled hours of work shall be compensated for such time. Grievance meetings shall be scheduled during non-work time. In the case of a grievance meeting between the Local Unit President or designee and Employer Representative during working hours, the Local Unit President shall be compensated at their regular rate of pay.

ARTICLE XVII. MANAGEMENT, EMPLOYEE, AND UNION COMMUNICATION

Section 1. Employee Policy and Procedure

If an interpretation of the Employer's Policies or Regulations is put in writing, a copy shall be sent to the Union.

Section 2. Bulletin Boards

The Employer will provide space for a Union bulletin board which shall be used to communicate with and inform unit employees. Bulletin board items may include notices of meetings, elections and other related materials pertaining to the welfare of Union members.

Notices submitted for posting must be dated and bear the signature of the Association's authorized representative.

ARTICLE XVIII EDUCATIONAL ASSISTANCE

The hospital will provide employees with interest-free educational loans to help defray the cost of tuition and fees for approved job-related courses. In addition, the facility will pay for training courses/seminars to which it specifically sends employees.

1. Educational Loan Program:

Bargaining unit employees who qualify for higher education in a health-related profession may apply to Rosebud Health Care Center for a no interest loan not to exceed \$1000.00 per year. Up to two loans may be granted each year at the Governing Board's discretion limited to three (3) years for each recipient. Further information may be obtained from the CEO or CFO.

2. Seminars/Training Programs:

Each department is required by the Montana Administrative Code to conduct ongoing programs of continuing education.

A. Reimbursement of outside education costs:

Prior approval for an outside program must be obtained from the CEO for attendance if any compensation is to be given. Expenses of registration plus room and board will be considered. Travel will be paid at the current per mile rate. Approved expenses will be paid upon submission of receipts.

B. Priority for approval will be made on content of the program in relation to departmental need and budgetary concerns.

C. Wages will be paid when a nurse has been granted approval for attendance and included on the timecard of the nurse attending during the pay-period in which the nurse attends the outside education.

D. All questions regarding staff education programs or policy should be referred to the Director of Nursing.

3. Inservice/Continuing Education within the Facility:

A. All employees of the Rosebud Health Care Center must attend mandatory scheduled in-service classes conducted for their professional enhancement. Attendance at in services reflects positively on an employee's evaluations.

B. Excused absences may be granted by the CEO or Department Manager. Mandatory in services must be made up according to facility policy. The rationale for all in-service attendance is to provide a mechanism to keep employees informed of changes in any health care facility policies or procedures as well as improvement in one's profession.

C. Many of our in-services are mandated by the State Department of Health and Environmental Sciences. Quality health care is our prime objective and can only be maintained through continuing education.

D. Any instructional period equal to or greater than one half (1/2) hour may be considered a "class" and should be appropriately documented. Credited time will be handled in the following manner:

Attendance will be paid at the employee's regular day shift rate to those attending on off duty time. Any in-service time spent in addition to a 40-hour week will be paid overtime.

Mandatory in-service education will be conducted at regular intervals and programs will be posted fourteen (14) days in advance so that employees can plan to attend.

The professional employee is responsible for accumulating and maintaining continuing education hours and maintaining a license by availing themselves to relevant available educational experiences. The cost involved in obtaining the necessary contact hours for licensure is the responsibility of the nurse.

ARTICLE XIX. PAID HOURS OFF/PHO

1. Eligibility:

Employees eligible for the Paid Hours Off (PHOs) benefit must work in excess of forty-four (44) hours per pay period.

During the first six months of employment, no PHO is available for use.

However, employees begin to accrue PHO from the date of hire.

2. PHOs are comprised of earned vacation days, sick time, and Holidays (depending on the number of hours worked and the number of years of employment):

- A. PHO hours will be accrued before they can be taken.
- B. The accrual of PHO hours is based on regular hours worked, and in-service hours per month. PHO hours are not accrued on overtime or EIB hours.
- C. Compensation for PHO hours will be paid at the employee's regular rate of pay. If an employee is on a temporary job reclassification, PHOs will be paid at the rate of pay before the accommodation.
- D. It is up to the employee and their Department Manager to see that their PHOs are taken. It is essential to take time off for rest and relaxation.
- E. Any time off, with the exception of that taken due to illness, must be scheduled in advance with the employee's Department Manager and will only be paid with the Department Manager's approval.
A Leave Request Form is required to be completed for all requested hours taken (used).
- F. PHO hours include holiday pay; for those employees, whose departments are closed on a holiday, the employee may opt to take the day off without pay.
- G. Earned PHO will be paid upon termination of employment with the employer. PHO hours cannot be used as termination notice time.
- H. An employee must take available PHO hours prior to a leave of absence.
- I. A maximum of three hundred and seventy-five (375) hours may be accrued in the employee's PHO bank. If an employee is unable to use PHOs due to employer constraints and is at the maximum accrual of three hundred and seventy-five (375) hours, the CEO may provide an extension and the employee will continue to accrue PHOs.
- J. PHO hours shall accrue per the table below:

Employment Period	PHO as % of Hours Worked
Date of Hire to 4.99 Years	8.36%
5 Years to 9.99 Years	10.3%
10 Years to 14.99 Years	11.9%
15+ Years	12.7%

3. PHO Sell Back: An employee must have one-hundred and fifty (150) hours in the PHO bank to make a request to sell back a maximum of forty (40) hours of PHO one (1) time per quarter. The employee will submit their request to Human Resources and the time will be applied to the following payroll.
4. Grandfathered employees: Employees that are currently above the max accrual as of November 1, 2022, will be grandfathered in. If the grandfathered employee drops forty (40) hours below the max accrual; the max accrual will then apply.

ARTICLE XX. EXTENDED ILLNESS BANK

The Extended Illness Bank EIB benefit provides employees paid time off in the event of an illness so that they may be able to care for the health and wellbeing of themselves and their immediate family.

1. Employees who work at least one-hundred and three (103) hours per month will accrue a percentage-based amount of EIB hours up to a maximum of eight (8) hours per month in their EIB.
2. A maximum of four-hundred and eighty (480) hours may be accrued in the EIB.
3. EIB hours accrual will accrue per the table below:

Employment Period	Earned as % of Hours Worked	Monthly Accrual	Maximum Carryover
Date of Hire to .99 years	3.73%		
1 to 4.99 Years	7.31%		
5 to 10.99 Years	9.23%		
11 Years and Above	11.10%		

4. If an employee is hospitalized, they may use EIB hours from that date. An employee becoming ill can use EIB hours from the first day of illness for two (2) illnesses in one calendar year. If an employee becomes ill for the third time in one year, EIB hours may be used after first using sixteen (16) hours of PHO, unless employee is diagnosed with a communicable illness/disease then use of EIB hours may be used starting with the first day. Beginning on the third (3rd) day of illness, an employee must have a physician or advanced practice provider’s statement.
5. EIB hours may be used for care provided by the employee for an immediate family member’s illness. Sixteen (16) hours of PHO are required to be used before EIB hours.
6. For benefits to be received, an approved statement from a physician or an advanced practice provider may be required.

7. An employee or their immediate family who remains ill after the EIB has been exhausted, the employee, must use any PHO they have accrued, or apply for a Leave of Absence.
8. EIB hours are not payable upon termination of employment with the employer.
9. If an employee does not have the required sixteen (16) hours of PHO, including the hours the employee would accrue during the current pay period, the hours shall be taken as leave without pay before EIB can be utilized.
10. Wages shall be paid through the EIB for the first four (4) days of work missed due to a work-related illness or injury.
11. Immediate family is defined as parent (mother or father), spouse, sister, brother, children, grandchildren, or stepchildren who are under the care of the employee.
12. EIB hours may not be used in excess of forty (40) hours per week.

EXEMPTIONS – EIB hours will not be granted for keeping medical and dental appointments.

ARTICLE XXI. PREMIUM RATES

OVERTIME PAY

Overtime will be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of forty (40) hours per work week.

DIFFERENTIALS

Nurse shall receive the appropriate shift differential for each hour worked during that shift. Shift differential only applies to nurses working floor shifts (for example, clinic, infection control and MDS nurses do not receive shift differential).

Day Shift:	0700- 1500	No Differential
Night shift Hospital:	1845-0645	\$5.00/hour
Night Shift Nursing Home:	1745-0545	\$5.00/hour

WEEKEND DIFFERENTIAL

All RNs will receive a weekend differential of two dollars (\$2.00) per hour differential for all weekend hours worked.

PREMIUM DAYS

Employees who work on New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day shall be compensated at 1 ½ times their straight time rate including differentials. Premium Day pay begins at 0645 and 0545 for the Hospital and Nursing Home respectively and continues for a twenty-four (24) hour period culminating with the beginning of dayshift the following day. If holiday and overtime hours coincide, holiday hours will be paid at double (2x) time the regular rate of pay. The Hospital will attempt to equitably assign work on these days so they are not

worked consistently by the same nurses. Nurses must arrange for their own holiday coverage if they request time off during their assigned holiday to work.

All regularly scheduled clinic nurses will receive eight (8) hours of floating holiday pay per year to use for one (1) holiday which falls during the work week.

CERTIFICATION PREMIUM

Nurses who obtain and maintain certification in a nursing specialty by

- ACLS
- PALS
- TNCC
- Bachelors degree in nursing

shall be paid an additional \$0.25 per hour premium. Maximum premium that will be paid for multiple certifications will be \$1.00 per hour.

ABOVE FTE DIFFERENTIAL

Nurses who have an FTE of 0.5 or greater and work shift(s) above their FTE will be paid a differential of fourteen dollars (\$14.00) per hour for each hour worked. Nurses who voluntarily reduce their FTE will have a six (6) month waiting period before being eligible for this differential.

ORIENTATION DIFFERENTIAL

Registered Nurses assigned to orient new or transferred staff shall receive a differential of three dollars (\$3.00) per hour for all hours worked orienting new RNs, LPNs, travelers, and nursing students.

CALL BACK PAY

Nurses who are called back after working a regular scheduled shift will be paid for all additional hours worked at one and one half (1½) times the employee's current rate of pay.

EMPLOYER REQUESTED SCHEDULE CHANGE

If the Employer requests a Nurse to deviate from their posted schedule and change shifts, and the nurse agrees, they shall receive a four dollar (\$4.00)/hour differential for all hours worked during the re-scheduled shift.

SIGN- ON/RETENTION BONUS

In years when the Hospital provides newly hired RN(s) a sign-on/retention bonus, it will trigger a twelve (12) month look-back period for retroactive eligibility consistent with the terms and conditions of the sign-on/retention bonus for newly hired RNs. All other RNs hired within the (12) month look-back period shall also be offered the same sign-on/retention bonus.

ARTICLE XXII. TERM

This Agreement, except as otherwise provided, shall become effective November 1, 2024, and shall continue in effect through October 31, 2026 and will continue from year to year thereafter unless either party notifies the other in writing not more than one hundred twenty (120) days or less than ninety (90) days prior to the expiration date of any year thereafter, of the desire to amend, terminate or change this Agreement.

APPENDIX A

LABOR MANAGEMENT COMMITTEE MISSION STATEMENT

To foster open communication between management and the Association for the enhancement of the operation of the facility as a whole to provide quality healthcare to the Rosebud community in an atmosphere of congeniality and wellbeing for all involved.

In furtherance of this mission the LMC shall address:

- All matters and standing committee agenda items set forth in the contractual provision defining the LMC;
- Recruitment and retention of qualified personnel;
- Equity in wages and benefits;
- The performance evaluation process and annual review; and
- Other matters concerning the terms and conditions of employment of bargaining unit employees as defined by the LMC.
- Other matters concerning how to make the Hospital more financially successful.

This memorandum is not intended to expand, limit, or otherwise alter the contractual definition of the scope and authority of the LMC.