

# **Collective Bargaining Agreement**

between

**Marcus Daly Memorial Hospital  
(DBA Bitterroot Health – Daly Hospital)**

and

**Montana Nurses Association  
Local #35**

---

**December 13, 2024 – June 30, 2028**

# **Table of Contents**

Article 1.0 SCOPE OF AGREEMENT .....	3
ARTICLE 2.0 SEPARABILITY.....	3
ARTICLE 3.0 DURATION AND TERMINATION .....	4
ARTICLE 4.0 RECOGNITION.....	4
ARTICLE 5.0 EXCLUSIVE BARGAINING AGENT.....	4
ARTICLE 6.0 AMENDMENTS.....	4
ARTICLE 7.0 MANAGEMENT RIGHTS .....	4
ARTICLE 8.0 UNION/PROFESSIONAL RIGHTS .....	5
ARTICLE 9.0 RIGHT TO CONTRACT .....	5
ARTICLE 10.0 STAFFING COUNCIL .....	6
ARTICLE 11.0 NEW HIRES .....	6
ARTICLE 12.0 NO STRIKE, NO LOCKOUT .....	7
ARTICLE 13.0 MEMBERSHIP DUES DEDUCTION .....	7
ARTICLE 14.0 EMPLOYEE DIFINITIONS .....	7
ARTICLE 15.0 HOURS OF WORK DEFINITIONS .....	7
ARTICLE 16.0 NEW HIRE ORIENTATION .....	8
ARTICLE 17.0 PROBATIONARY PERIOD .....	9
ARTICLE 18.0 POLICIES .....	9
ARTICLE 19.0 WORK SCHEDULES .....	9
ARTICLE 20.0 LOW CENSUS .....	10
ARTICLE 21.0 NO WORKPLACE VIOLENCE .....	11
ARTICLE 22.0 NON-DISCRIMINATION .....	12
ARTICLE 23.0 NO HOSTILE WORK ENVIRONMENT .....	12
ARTICLE 24.0 REPORTING .....	12
ARTICLE 25.0 RETALIATION .....	13
ARTICLE 26.0 PROFESSIONAL CONFERENCE COMMITTEE .....	13
ARTICLE 27.0 CORRECTIVE ACTION .....	13
ARTICLE 28.0 TERMINATION OF EMPLOYEMENT .....	14
ARTICLE 29.0 GRIEVANCE PROCEDURE .....	14
ARTICLE 30.0 PERSONNEL RECORDS .....	17
ARTICLE 31.0 ASSIGNMENT OF STAFFING (SENIORITY, PROMOTIONS, TRANSFERS, LAY-OFFS) .....	17
ARTICLE 32.0 CONTINUING EDUCATION .....	18
ARTICLE 33.0 EARNED TIME SYSTEM (ETS) .....	18
ARTICLE 34.0 LEAVES OF ABSENCE .....	19
ARTICLE 35.0 INSURANCE PROGRAMS .....	20
ARTICLE 36.0 BENEFITS .....	20
ARTICLE 37.0 WAGE SCALE .....	21
ARTICLE 38.0 COMPENSATION .....	22

## **BITTERROOT HEALTH PACKAGE PROPOSAL 8/7/24**

### **COLLECTIVE BARGAINING AGREEMENT**

This agreement is made and entered into between Marcus Daly Memorial Hospital d/b/a Bitterroot Health, hereinafter referred to as the “Hospital,” the “Employer,” or “Bitterroot Health” and the Montana Nurses Association BHDH Local #35, hereinafter referred to as the “Union,” the “Association,” or “MNA.” In consideration of the mutual covenants set forth herein, the Hospital and the Union agree as follows:

#### **1.0 SCOPE OF AGREEMENT**

- 1.1 All members of the bargaining unit as defined by the Recognition Clause of the contract shall be referred to as the “Employees,” “Nurses,” or “RNs.”
- 1.2 The purpose of this Agreement is to promote the highest level of safe patient care, employee safety and efficiency in operation and to establish wages, hours and working conditions.
- 1.3 The Union and the Hospital will cooperate fully to secure the advancement and achievement of these purposes.
- 1.4 The Agreement expressed herein in writing constitutes the entire agreement between the parties.
- 1.5 It is understood that the specific provisions of this Agreement shall be the sole source of the rights of the Union and the rights of any employee covered by this Agreement and shall supersede all previous oral and written agreements between the Hospital and the employees.
- 1.6 The Hospital is under no obligation to maintain past practices, existing conditions or historical prior benefits, oral or written.
- 1.7 Any amendment to this Agreement shall only be binding if done in writing signed by both parties.
- 1.8 The parties acknowledge that during collective bargaining each party has the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provision of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties.

#### **2.0 SEPARABILITY**

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

### 3.0 DURATION AND TERMINATION

3.1 The Agreement shall be effective 12/13/2024 and shall remain in full force and effect until 6/30/2028. Thereafter, it shall automatically renew for one year in its current form, unless one party gives notice to the other party of such party's intent to terminate or modify the Agreement not less than ninety (90) days prior to the expiration date or any anniversary thereafter. If such notice is served by either party hereto, this agreement shall terminate upon its expiration date.

### 4.0 RECOGNITION

4.1 Bargaining Unit Description: The Hospital recognizes that Montana Nurses Association and Bitterroot Health Local #35 as the exclusive collective bargaining representative for "all registered nurses, including medical/surgical unit, birthing center, emergency department, observation services, ICU, hospice, infusion center, surgery center, , charge nurses and inpatient case managers employed by Bitterroot Health at its main Hospital facility, currently located at 1200 Westwood Drive, Hamilton, Montana. All other employees are excluded, including house supervisors, department heads, supervisors as defined by the Act, RNs in administrative positions, RNs in exempt positions, RNs in non-patient care settings, travel or contract RNs, and , RNs in the provider office setting.

### 5.0 EXCLUSIVE BARGAINING AGENT

5.1 The Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit for negotiations on wages, hours, and working conditions.

### 6.0 AMENDMENTS

6.1 Any provision of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto in writing without, in any way, affecting any of the other provisions of this Agreement.

### 7.0 MANAGEMENT RIGHTS

7.1 All rights of the Hospital to manage the hospital shall continue to rest exclusively with the Hospital, including, but not limited to, the right to hire, demote, promote, transfer, release, lay off, recall, assign, retain, schedule, and direct the employees and to assign work and overtime, to determine qualifications, to establish, expand, reduce, alter, combine, consolidate, or abolish any job classification, operations or services, to determine the size of the work force, scheduling, number of hours worked, to schedule shifts including rotating shifts or split shifts, and to discipline and discharge employees.

7.2 The Hospital retains the right to make, modify, and amend such rules, regulations, or orders, not in conflict with this agreement, as it may from time to time determine to be best for the purposes of maintaining order, safety and efficient operation of Employer's hospital, and the care, welfare, and treatment of its patients.

7.3 The Hospital reserves the right to permit supervisors and employees excluded from the bargaining unit to perform work included in the classifications covered by this agreement where assistance is needed to meet patient care deadlines, in the process of training employees, and where employees on the job need assistance.

- 7.4 The Hospital retains all rights except those which are expressly limited by the specific terms of this Agreement.

## 8.0 UNION/PROFESSIONAL RIGHTS

- 8.1 A duly authorized representative of the Union, upon reasonable notice of not less than 24 hours, will be permitted, at reasonable times, to enter the facilities operated by the Hospital for the purpose of transacting Union business.
  - 8.1.1 The Union's representative shall, upon arrival at the Hospital, shall provide notice to the Administrator or their designee.
  - 8.1.2 Transaction of any business shall be conducted in an appropriate location subject to general Hospital rules applicable to non-employees and shall not interfere with the work of employees and shall be on the employees' own time. No visitations shall disrupt patient care or productivity.
- 8.2 The Hospital will provide seven (7) bulletin board sites which the Union may utilize for official Union business. Bulletin board sites are in non-public areas of Hospice, OB, ICU, Surgery, Emergency, Infusion and Medical/Surgical departments, for posting notices of Union business and social affairs. The Union shall be obliged to post only Association related information that is not defamatory, derogatory, or offensive in nature.
- 8.3 The Local Bargaining Unit shall cooperate with the Hospital to attain and maintain full efficiency and safe patient care.
- 8.4 Nurses shall cooperate with the hospital to attain and maintain full efficiency and safe patient care. The nurse shall act to safeguard the patient when their care and safety are affected and address immediate concerns.
- 8.5 A new graduate may not be scheduled in an area to be solely responsible for a patient's welfare until an R.N. licensure is in effect. The policy for new graduates shall be established by the Hospital.
- 8.6 It shall be the nurse's obligation to promptly inform their immediate supervisor and follow hospital protocol in completion of appropriate paperwork. Nurses may utilize Assignment Despite Objection (ADO) forms to document the situation and bring concerns forward to the Professional Conference Committee (PCC). Review of ADOs shall be a standing agenda item of the Professional Conference Committee.
- 8.7 Bitterroot Health will ensure that Registered Nurses (RNs) assigned to any area receive sufficient training or supervision to provide safe patient care in that area.

## 9.0 RIGHT TO CONTRACT

- 9.1 The Hospital expressly reserves the right to contract bargaining unit work in the event of unforeseeable workloads or for other business reasons.
- 9.2 In the event the Hospital determines to subcontract bargaining unit work on a permanent basis, the Hospital agrees to notify the Union at least thirty days in advance to allow the parties to meet and confer on the issue.
- 9.3 The Hospital expressly reserves the right to contract bargaining unit work on an as needed or temporary basis without notice.
- 9.4 The Hospital will not subcontract to eliminate the Union's representative status.

## 10.0 STAFFING COUNCIL

- 10.1 The Hospital and the Montana Nurses Association (MNA) share a commitment to maintaining the same standard of high-quality nursing care seven (7) days per week, twenty-four (24) hours per day. While staffing decisions are ultimately the responsibility of the Hospital, the valuable input of nursing staff will be actively considered in the decision-making process.
- 10.2 To ensure nursing staff input is meaningfully included, a Staffing Council will be established. This Council will comprise 50% MNA-covered members who provide direct patient care and 50% Bitterroot Health leadership. During the life of the Agreement, the Hospital shall not substantially alter the composition of the Hospital Staffing Council unless by mutual agreement between MNA and the Hospital. The Staffing Council will keep and distribute meeting minutes and will provide regular updates to PCC.
- 10.3 The Hospital's staffing plan, including methods used to create and evaluate acuity-level staffing shall be presented to the Hospital's Staffing Council for review and input.
- 10.4 Staffing levels may increase or decrease within a shift depending on changes in patient volume and/or acuity, emergencies, unforeseen events, and/or unanticipated changes in staff resources. Nurses are encouraged to document staffing level concerns on an Assignment Despite Objection (ADO) form to be discussed at PCC. In such situations, the Professional Conference Committee shall discuss the circumstances precipitating the ADO and openly discuss ideas and suggestions that may help minimize the concerns moving forward. Recurring concerns will be presented to the staffing council for discussion and input.
- 10.5 The parties also agree that the health care delivery model is evolving and significant changes in health care policy, legislation, value-based care, and/or technological advances could necessitate staffing changes. In the event of such changes, the parties recognize that staffing levels may change, and the parties will work together to review and discuss necessary changes through Staffing Council.

## 11.0 NEW HIRES

- 11.1 The Hospital shall notify the Union and local unit representative of any new hires into the bargaining unit within 30 days of their hire date.
- 11.2 Human Resources will communicate with the MNA RN representative when new RNs are hired and provide the RNs name, address, phone number, department, rate of pay, and scheduled date of New Hire Orientation.
- 11.3 Bitterroot Health will keep the Association informed of the New Hire Orientation schedule to allow the Association to contact and arrange time with new hires.
- 11.4 A representative of the local unit will orient new employees to this contract for a period not to exceed one (1) hour during the course of scheduled orientation. The scheduling of the set one hour (1) hour designated period will be at the discretion of the Hospital.
- 11.5 Time spent between Bitterroot Health Employees and the Association will be unpaid time.

## 12.0 NO STRIKE, NO LOCKOUT

12.1 The Union recognizes the essential nature of the services provided by its members in providing health care for the community. In recognition of this fact, the parties agree there shall be no strikes, lockouts, pickets, or other stoppages or interruptions of work during the term of this agreement.

12.2 In the event of a lock-out or strike during the term of this agreement , the parties agree members will return to work immediately.

#### 13.0 MEMBERSHIP DUES DEDUCTION

13.1 The Employer will deduct membership dues from the salary of each Nurse who voluntarily agrees to such deduction (dues covering membership in MNA, ANA, and local unit).

13.2 Withheld amounts shall be forwarded to the Association office in Helena monthly following the actual withholding, together with a record of the amount and names of those for whom deductions have been made.

13.3 Upon request, but not more frequently than quarterly, the Hospital shall supply a complete list of all Registered Nurses in the bargaining unit to include name, complete mailing address, phone number, unit and/or department, employee status, and the date of employment to the Association. This list shall be submitted electronically.

13.4 MNA Local #35 agrees to indemnity and hold harmless the Hospital for any actions arising out of the Hospital's willingness to provide payroll deductions.

#### 14.0 EMPLOYEE DEFINITIONS

All employees of Bitterroot Health are classified into one of the following categories:

14.1 Probationary: All employees are probationary and in a "Trial Period" during their first six (6) months of employment. The probationary period may be extended up to an additional 3 months at the discretion of the Hospital. If a nurse's probationary period is extended a meeting shall be held with the employee to discuss areas of improvement and present written goals. .

14.2 Full Time Employees: An employee whose scheduled work week is thirty (30) hours per week or more and in a posted position. A full-time employee's timecard must reflect an average of sixty (60) hours per pay period to maintain full-time benefits.

14.3 Part Time Employees: An employee whose scheduled work week is less than thirty (30) hours per week and in a posted position.

14.4 PRN Employees: Those employees not in a posted position but who are available when needed. No benefits will be earned as a PRN employee.

14.5 Temporary: Those employees whose service is intended to be of limited duration, such as during the summer months, but not to exceed a period of six (6) months. No benefits will be earned during temporary employment.

#### 15.0 HOURS OF WORK DEFINITIONS

15.1 Regular Work Period:

15.1.1 The regular work period shall consist of forty (40) hours a week, beginning on the Sunday of each week.

- 15.1.2 Each pay period covers two calendar weeks which begin at 12:01 a.m. Sunday and end on Saturday at midnight two weeks later.
- 15.2 Regular Work Shift: A regular work shift shall be determined by the Hospital.
- 15.3 Meal Breaks:
  - 15.3.1 Employees will be eligible for one 30-minute meal break per shift, for any shift of eight hours or more.
  - 15.3.2 An employee will not be paid while they are on a meal break and meal breaks are not counted toward hours worked, unless an R.N. is unable to get an uninterrupted meal break.
- 15.4 Rest Period:
  - 15.4.1 Employees will be eligible for one paid 15-minute relief period in each four-hour period worked, workload permitting.
  - 15.4.2 The hospital will make every effort to ensure employees receive their breaks.
  - 15.4.3 Employees assigned to the Hospital campus shall remain on Hospital property during their breaks.
  - 15.4.4 If an employee works through a rest period, the employee will not receive additional compensation.
  - 15.4.5 Rest periods are counted as hours worked.
- 15.5 Overtime:
  - 15.5.1 Overtime is intended to meet Hospital emergency needs only and must be authorized in advance by the supervisor or Department Manager/Director.
  - 15.5.2 Mandatory overtime hours shall not be assigned, except in extenuating circumstances that require approval from the Administrator On Call.
  - 15.5.3 If such circumstances arise, the Hospital will first seek volunteers for overtime work; if an insufficient number of volunteers are available, then overtime work shall be assigned in order of reverse seniority on a rotating basis.
  - 15.5.4 Employees shall be classified as working a forty (40) hour per week work period. Employees classified as working a forty (40) hour per week work period shall be compensated at one and one-half times the regular straight time hourly rate of pay plus any applicable differentials provided for in this agreement, for all time worked more than forty (40) hours per work period. Overtime is calculated based upon actual worked hours.
  - 15.5.5 Overtime shall be calculated and paid based solely on the straight-time hourly rate plus any applicable differentials. Under no circumstances shall overtime be compounded or pyramided, therefore, only one premium pay of time and one-half rate shall be paid.
- 15.6 In the event the emergency operations plan is activated, management may require staff to report to work and remain until dismissed.  
Holidays: Time and one-half will be paid for all Registered Nurses who work New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.
- 16.0 NEW HIRE ORIENTATION
  - 16.1 New hire orientation shall be defined by each department utilizing a checklist system. The orientation period will be for a minimum of six (6) weeks and will depend on the



RN's needs and previous experience. The orientation period may be shortened only by mutual agreement between the newly hired RN, their preceptor, and the department manager.

16.2 New Hire orientation will not be superseded by staffing requirements.

16.3 All new hires shall attend the hospital orientation.

16.4 New hires will generally be assigned to work with the same preceptor.

#### 17.0 PROBATIONARY PERIOD

17.1 Each new employee undergoes a six-month probationary or "trial" period. This provides the Nurse and the Hospital an opportunity to see if work is satisfying to the Nurse and if the Nurse is suited to the position. During the probationary period, the Nurse can resign without providing notice for any reason or no reason, and the Hospital is able to dismiss the Nurse without notice at any time therein for any reason or no reason. The Nurse's performance will be evaluated in writing at the end of the probationary period. The probationary period may be extended for up to three (3) months at the discretion of the Hospital.

17.2 Once probation is completed, the Nurse will not have to complete another probation period upon changing from full time to part time service or part time to full time service. However, if an employee changes positions and/or departments, a six (6) month transitional period will be required for performance in that position. Benefits will only be affected if there is a change in the full-time/part-time status; an employee's step level shall remain the same. In the event an employee does not successfully complete this six (6) month transitional period, the employee may apply and be considered for other openings for which they qualify.

17.2.1 Orientation to new departments will take priority over staffing requirements, except in exceptional circumstances where patient care or family support would be negatively impacted. The Hospital will make every effort to prevent interruptions to nurse orientation and cross-training. If orientation hours are interrupted due to staffing needs, these hours will be rescheduled and added back to the nurse's orientation schedule.

#### 18.0 POLICIES

18.1 The Hospital shall ensure the Association, and each nurse, access to its rules, regulations and policies and procedures on employment and clinical related matters.

18.2 The policy and procedure shall be available online and readily accessible to nurses on duty.

18.3 To the extent possible, nurses shall be notified of any change or additions to Nursing policies and procedures issued by the Hospital at least fourteen (14) days before implementation.

18.4 Nothing contained herein shall relieve the Hospital of any obligation, if such an obligation exists, to bargain regarding working conditions with the Union.

#### 19.0 WORK SCHEDULES

19.1 Work schedules shall be posted at least four (4) weeks in advance.

- 19.2 As per department policy, once the schedules have been posted, it is the Registered Nurse's responsibility to find coverage for any requested time off after the schedule has been posted.
- 19.3 Once work schedules are posted, it shall not be changed without mutual consent between the Hospital and the Nurse. .
- 19.4 Nothing in this agreement shall constitute a guaranteed work schedule, workday or work week.
- 19.5 Except in cases of emergency, all mandatory meetings and education shall be assigned and posted at least four (4) weeks in advance. If less than four (4) weeks notice is given, failure of a nurse to attend shall not be grounds for corrective action.
- 19.6 If an employee reports to work on a regular schedule and is sent home within one (1) hour for lack of work; or if an employee is asked to report to work, reports as requested, and is sent home within one (1) hour, the employee shall receive one (1) hour's pay. The hospital will make every attempt to contact the employee at least one (1) hour prior to the start of the shift.

## 20.0 LOW CENSUS

- 20.1 Low Census is defined as a temporary lack of need for patient care services relative to the scheduled R.N. nursing staff.
- 20.2 Nurses on Low Census have the option to use ETS or Leave Without Pay for Low Census hours. Low Census ETS hours may only be used up to the nurse's FTE level as assigned by Human Resources.
- 20.3 Nurses who receive a Low Census reduction of hours and utilized paid leave for such Low Census shall continue to accrue benefits based on scheduled paid hours of work.
- 20.4 It is the desire of the parties to distribute Low Census days off as equitably as possible while keeping an adequate number of nurses available with the qualifications necessary to accommodate the patients in the Hospital.
- 20.5 The following order shall govern the application of Low Census to nurses: The first to be placed on low census will be any employee who is working an OT shift. The next to be placed on low census would be any PRN employee. After which, volunteers will be asked and then staff will be assigned on a rotating basis based on dates of last Low Census taken.
  - 20.5.1 Low Census rotation list shall be tracked in each department and made available to nurses for review.
  - 20.5.2 If more than one (1) nurse volunteers for low census, the nurse with the least recent date of last Low Census shall be awarded Low Census.
  - 20.5.3 If more than one (1) nurse has the same date of the last Low Census, seniority shall rule.
  - 20.5.4 For nurses trained to work in multiple departments, their dates of last Low Census shall be considered in the rotation list of each department they are trained to float into when that unit is experiencing Low Census.
- 20.6 Nurses who receive Low Census shall be informed if they are assigned a Low Census Day off or if they are assigned Low Census On Call.

- 20.6.1 Nurses assigned a Low Census Day off shall not be responsible for returning to work for their scheduled shift.
- 20.6.2 Nurses who are assigned Low Census On Call are responsible for responding to and potentially returning to the hospital, if needed, for the duration of their scheduled shift.
- 20.6.3 Nurses who are assigned Low Census On Call shall receive On Call Compensation as described below.

## 21.0 NO WORKPLACE VIOLENCE

- 21.1 The Hospital and the Union agree that violence in the workplace is a form of serious misconduct. If a nurse experiences an act of violence, a debrief will be conducted to determine the nurse's immediate needs for the duration of their shift as soon as reasonably possibly upon discovery of notification of an act of violence. Nurses who have suffered an act of violence while on duty or have witnessed an act of violence shall provide a report of the incident to their immediate supervisor or designee as soon as possible, but not later than 24 hours after the act of violence has occurred. The nurse shall identify any potential witnesses to the act of violence.
- 21.2 The manager or designee will conduct a private meeting in a timely manner to assess the needs of the nurse and to provide information regarding available services. The Hospital will attempt to make necessary scheduling accommodations, if needed, so the nurse may attend counseling sessions through the Employee Assistance Plan or other programs offered for the employee.
- 21.3 If necessary, for nurses injured in the act of workplace violence or for nurses significantly traumatized by an act of workplace violence, up to four (4) counseling sessions after an incident of violence may be scheduled with no loss of regularly scheduled hours at base hourly rate for up to 2 hours per session.
- 21.4 No nurse will be subject to retaliatory action of any kind because they, in good faith, 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. All reports of violent conduct will be taken seriously and will be investigated, as deemed appropriate by the Hospital, and all complaints reported to management will be treated with as much confidentiality as practicable.
- 21.5 All qualifying acts of violence against a healthcare worker will be reported to the Montana Department of Labor in accordance with Montana Law.
- 21.6 Nursing staff from any department that provides direct patient care shall be required to attend and maintain competency as defined by the Hospital, with hands on training for patient de-escalation and workplace violence prevention. Nursing staff shall also have the right to participate in any additional workplace violence training offered by the hospital as well as the right to attend any workplace violence or safety committee meetings. RNs should coordinate with their leadership in advance to ensure that patient care needs are met and to minimize the impact on overtime.

## 22.0 NON-DISCRIMINATION

22.1 The Hospital and the Union agree not to discriminate against any employee based on race, color, sex, age, national origin, marital status, gender, gender identity, sexual orientation, religion, disability or union activity or non-union activity. Article 2.1 above is not subject to the provisions of Article 29 - Grievance and Arbitration Procedure of this Agreement.

## 23.0 NO HOSTILE WORK ENVIRONMENT

23.1 Harassment, including sexual harassment, bullying, or abusive treatment of employees, patients, or other persons by supervisory or non-supervisory personnel, physicians, patients, volunteers, visitors, or vendors, based upon protected class status, is strictly prohibited.

23.2 Conduct or behavior based on protected class status and has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

23.3 Sexual harassment includes unsolicited and unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when such conduct:

23.3.1 Is made explicitly or implicitly a term or condition of employment, or

23.3.2 Is used as a basis for an employment decision, or

23.3.3 Unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or otherwise offensive work environment.

23.4 Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to unwelcome, personally offensive behavior that lowers morale and therefore interferes with work effectiveness. Sexual harassment may take different forms.

23.5 Normal, courteous, mutually respectful, pleasant, non-coercive interactions between employees, that are acceptable to and welcomed by both parties, are not considered to be harassment, including sexual harassment.

23.6 Our work environment is such that hundreds of individuals interact with each other every day. Differences of opinion, discomfort with personality traits, and even anger are inevitable. We want our workplace to be both interactive and professional. Tolerance of others is encouraged.

23.7 At times, the Hospital may deem it appropriate to conduct workplace investigations. Such investigations may be conducted by the Hospital or a third-party, at the Hospital's sole discretion. Nurses are expected to cooperate and comply with all such investigations. Failure to cooperate or comply with an investigation may result in disciplinary action, up to and including termination from employment.

## 24.0 REPORTING

24.1 All employees are responsible for reporting any episodes of harassment or discrimination, or bullying. If you are subject to, witness or suspect any of this type of behavior, report the matter immediately to your director. If you are uncomfortable

reporting this to your director, you should report the incident directly to Human Resources.

24.2 A prompt investigation will follow any validated report of an incident of unlawful harassment or discrimination or reports of bullying. Employees are required to cooperate and comply with any investigation.

24.3 Employees who display behavior which constitutes unlawful harassment, discrimination, or bullying will be appropriately counseled or disciplined, as deemed appropriate by the Hospital. Individuals who are not employees and display this type of behavior, will be addressed in an official capacity through Administration as deemed appropriate by the Hospital.

## 25.0 RETALIATION

25.1 Any act of retaliation against an employee who, in good faith, reports unlawful harassment or discrimination or who reports episodes of bullying or who participates in an investigation related to such is strictly forbidden.

25.2 Any employee found to have retaliated against another person will be subject to the disciplinary process as deemed appropriate by the Hospital.

## 26.0 PROFESSIONAL CONFERENCE COMMITTEE

26.1 A Professional Conference Committee (PCC) shall be formed to address issues related to patient care and systems related to provision of care in the Nursing Departments. It will look at operational changes and educational needs of the Nurses and the Hospital. The purpose is to facilitate those changes by utilizing existing resources with the least disruption and impact on the Nurses, the patients and the Hospital.

26.2 The Committee shall consist of three (3) representatives of the Union and three (3) representatives from Hospital management, including the Chief Nursing Officer. All RNs are welcome to observe PCC meetings and all time spent in PCC shall be considered time worked. Registered Nurses (RNs) planning to attend PCC meetings should coordinate with their leadership in advance to ensure that the needs of the hospital are met.

26.3 The Union shall prepare a monthly agenda at least forty-eight (48) hours prior to the meeting. The Committee shall normally meet once a month; however, by mutual agreement, the committee may meet less often than monthly. The Hospital shall pay up to one (1) hour per month at the normal hourly rate of pay for each of the three (3) union representatives when a meeting takes place. By mutual agreement of the Committee, the meeting may exceed one hour in length without pay.

26.4 Minutes of the meetings shall be prepared by a Hospital representative and approved by the Union prior to posting on the Union's bulletin boards.

26.5 The parties agree that the subject matter addressed in Committee meetings shall not be subject to the grievance procedure unless the subject is a violation of the contract language.

## 27.0 CORRECTIVE ACTION

27.1 In taking corrective disciplinary action related to non-probationary employees, the Hospital shall follow the principle of progressive action directed towards the goal of

correction. Provided, however, the parties acknowledge that there may be circumstances justifying immediate corrective action up to and including termination of employment. The Hospital shall not administer any corrective action to non-probationary employees without just cause.

27.2 The Hospital may choose to utilize coaching and counseling as a non-disciplinary method to provide direction on performance, job expectations, behavior regarding meeting performance standards and to help ensure the Employee has the resources and training needed to succeed in their roles. Coaching and counseling shall take place in a private area. When appropriate, nurses who receive coaching or counseling shall be provided with performance goals and resources to meet such goals.

27.3 Except in instances justifying immediate termination of employment, non-probationary nurses will be advised of their failure to meet expected standards through the following steps:

1. Documented Verbal Warning
2. Written Warning
3. Final Warning
4. Termination of Employment

27.4 All corrective action shall take place in a private area and will be documented in the nurse's personnel file and shall include the date and reason, and the nurse's signature, acknowledging receipt of the warning.

27.5 If the Employee refuses to sign the documentation, the Hospital will note the refusal on the documentation.

27.6 Nurses suspended during an investigation will not generally be paid. Provided, however, the parties agree that if the investigation does not result in discipline, the nurse will be reimbursed for any scheduled shifts they've missed.

27.7 Nurses 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 nurse's personnel file.

27.8 Corrective actions related to disciplinary issues will not be removed from an employee's record. However, when addressing new issues, the Hospital will consider the time elapsed since previous infractions. Corrective actions older than 12 months will only be referenced in cases involving significant concerns related to patient or employee safety or other issues involving serious misconduct.

## 28.0 TERMINATION OF EMPLOYMENT

Reasons for termination of employment are set forth in the Employee Handbook.

## 29.0 GRIEVANCE PROCEDURE

29.1 The parties believe it is essential that employees be given the opportunity to have complaints or concerns relating to their employment impartially reviewed. The parties acknowledge the goal of resolving disputes quickly and at the lowest possible level. The Hospital will not discriminate, reprimand, or cause undue pressure on any Nurse who may use this procedure. Failure of a grievant to follow the deadlines set forth herein shall result in waiver of any further grievance process. Failure of the Hospital to follow

the deadlines set forth herein shall result in the grievant being permitted to move to the next step in the process. All grievances must be processed using the steps outlined in this Article (Article 29).

29.2 Definitions:

- “Grievance” shall be defined as any alleged violation of this Agreement, policy, or any dispute with any disciplinary action or termination taken against a nurse.
- An “aggrieved person” shall mean the person or persons making the complaint(s), either individually or through the Association.
- The term “days” shall mean calendar days.

29.3 Any of the time limits herein may be extended by mutual agreement of the Parties in writing.

29.4 Not more than two Association Representatives and two Human Resource representatives are welcome to participate at any level of the grievance process, unless by mutual agreement. A nurse may choose not to have Association representation throughout the grievance process

29.5 Step 1: Informal Grievance:

The Nurse shall first attempt to resolve the problem by meeting to discuss the issue with the Nurse’s Department Director within ten (10) days of when the individual nurse has knowledge that the grievance exists. The Department Director shall be given ten (10) days from the date of the meeting to respond in writing to the informal grievance.

29.6 Step 2: Initiation of a Formal Grievance:

If the Employee is not satisfied with the Department Director’s response at Step 1, the employee may file a written grievance containing relevant facts, including, if applicable, the contract article and section alleged to have been violated and the expected resolution of the grievance, to the appropriate Senior Director within ten (10) days after receiving the response from step one. The Senior Director and the employee shall meet to discuss the grievance. The Senior Director responds in writing to this grievance within ten (10) calendar days of the Step 2 meeting. If the employee is not satisfied with this response, the nurse or the Association may, within ten (10) days of receiving the Step 2 response, continue to Step 3 of the grievance procedure.

29.7 Step 3: Executive Leader:

If the Employee is not satisfied with the Senior Director’s response at Step 2, the employee may advance the grievance to Step 3 within ten (10) days of receiving the Step 2 response and shall present the written grievance to the appropriate Executive Leader. The Executive Leader and the employee may meet to discuss the grievance. The Executive Leader responds in writing to the grievance within ten (10) days of the Step 3 meeting.

29.8 Step 4: Administrator:

If the employee is not satisfied with the Step 3 response, the nurse or the Association may, within ten (10) days of receiving the Step 3 response, appeal to Step 4 of the grievance procedure. The Administrator reviews the Executive Leader’s response and seeks additional information as they deems appropriate, which may include a meeting with the employee, the affected management representative, the Director of Human Resources and the Association Representative to discuss the grievance. The

Administrator provides the Hospital's final written answer to the employee with fifteen (15) days after the receipt of the request to appeal the Step 3 response.

29.9 Step 5: Mediation & Arbitration:

- 29.9.1 In the event the parties are unable to resolve a grievance through the above process, either party may request within five (5) days of the decision in Step 4 that the issue be submitted to mediation in an effort to avoid arbitration. Any such mediation shall be non-binding unless the parties reach mutual agreement on a compromise, in which event the grievance will be resolved. Selection of the mediator will be by mutual agreement of the parties. The expense of mediation shall be borne equally by both parties. If mediation is requested, the time for notice of arbitration shall be tolled until completion of mediation.
- 29.9.2 If neither party requests mediation, and the subject matter is an employee pay/wage miscalculation or corrective action including termination, the Association may submit the issue in writing to arbitration by providing Bitterroot Health written notice of arbitration within ten (10) days following the Step 4 response to the grievance. Within ten (10) days of the notification, the parties shall select an arbitrator. If the parties request mediation and it is unsuccessful, the Association may submit the issue in writing to arbitration by providing Bitterroot Health written notice of arbitration within ten (10) days following the mediation.
- 29.9.3 If the parties are unable to mutually agree upon an arbitrator, then both shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) names of individuals who would serve as a neutral arbitrator in the dispute. Within 15 days of receipt of such list, each party shall alternatively strike one (1) name from the list and the remaining named person shall act as the sole arbitrator.
- 29.9.4 If any question arises as to arbitrability, such questions shall first be ruled upon by the arbitrator.
- 29.9.5 The arbitrator shall be requested to render a written decision within thirty (30) days following the arbitration hearing and such a decision shall be binding upon the parties. The decision of the arbitrator shall be within the scope and terms of this contractual agreement and shall not change any of the terms or conditions. The arbitrator shall have no power to alter, add to, or subtract from or modify the specific terms of this Agreement. The arbitrator shall not have any authority to substitute their discretion for management's discretion.
- 29.9.6 The cost of the arbitrator shall be borne equally by both Parties. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the cost of the transcript. If both parties request transcripts, they shall share equally the costs
- 29.9.7 It is expressly understood that arbitration shall be limited to corrective actions including terminations and pay/wage miscalculations only and shall not apply to any other grievance. Arbitration is the sole and exclusive remedy for issues related to corrective actions, termination, and/or wages.



### 30.0 PERSONNEL RECORDS

- 30.1 All official employee records will be maintained in the Human Resource Department to ensure accurate, confidential, and required records of the education, experience, attendance, and performance of each employee. Nothing shall be placed in the personnel file without written acknowledgment by the Registered Nurse if the information relates to a performance or disciplinary issue.
- 30.2 Employees are responsible for informing their Department Manager and/or the Human Resource Department of any changes such as: Name and address, telephone number, marital status, citizenship, registration, certification, licensure, dependents, beneficiaries, and other pertinent information. An employee payroll system change form must be completed and initialed, as required.
- 30.3 Employment related Health Information Files are kept in the Human Resource Department and are kept separate with limited access by the Administrator, Human Resource Director, Employee Health Nurse, Infection Control Nurse, and appropriate governmental agencies.

### 31.0 ASSIGNMENT OF STAFFING (SENIORITY, PROMOTIONS, TRANSFERS, LAY-OFFS)

- 31.1 The decision to hire, schedule, transfer, assign, promote and lay off employees shall be based on skill, ability, qualifications, recency of experience, training, length of service and work record as determined solely by the Hospital. If all the above criteria are equal, and in the sole judgement of the Hospital, the employee with the greatest length of service within the bargaining unit shall be given priority.
- 31.2 All nurses shall accrue seniority from the date of their most recent employment as a bargaining unit nurse with the Hospital. Seniority shall be determined by the length of continuous employment. Bargaining unit nurses who leave a bargaining unit position and remain employed at Bitterroot Health, but who return to a bargaining unit position within 1 year shall have their previous bargaining unit seniority reinstated.
- 31.3 Seniority shall be cancelled, and an employee's length of service broken if:
  - They leave a bargaining unit position and do not return within 1 year
  - They are terminated
  - They fail to respond within five (5) calendar days following notice of a recall from a layoff. Notice is sufficient if sent to the employee's last known address.
- 31.4 Union covered position vacancies will be posted for three (3) consecutive working days (Saturday, Sunday and holidays excepted). Applications should be submitted online to the Human Resources Department. Internal position vacancy announcements will generally contain, at a minimum:
  - 31.4.1 Department
  - 31.4.2 Shift
  - 31.4.3 Position status (full-time or part-time)
  - 31.4.4 On-call requirement
  - 31.4.5 Basic requirements and qualifications
- 31.5 Nursing positions shall be governed by a Job Description which includes job title, areas of competency, regulatory requirements, skill requirements of the position

## 32.0 CONTINUING EDUCATION

- 32.1 The Hospital recognizes its responsibility to its employees to provide quality education and training programs. The Hospital is required to meet certain state, federal, and other regulatory agency regulations regarding mandatory education and training.
- 32.2 Compensation for attendance at mandatory and required meetings or required education, including education on certifications required by a nurse's job description, during normal time off will be considered worked time.
- 32.3 Nurses shall not be required to pay out of pocket for certifications required by job description unless they choose not to utilize BHDH offerings for education when made available.
- 32.4 Nurses shall be eligible for twenty-four (24) hours of paid non-mandatory education per year, as mutually agreed upon between the RN and manager/director at their base rate of pay. Non-mandatory education shall include non-mandatory in-service, conferences, and seminars authorized by the manager/director.
- 32.5 Optional education hours will not result in overtime as they are not required by the Hospital. RNs may be required to give in-service training after completing a course.
- 32.6 In-service education programs will be provided on a continuing basis for all nursing personnel. All nursing employees are responsible for attending mandatory in-service programs. Applicability to specific personnel will be indicated on the program notices and/or on monthly hospital activity calendar per supervisor's approval. All nurses will be compensated for attendance at all mandatory in-service education meetings.

## 33.0 EARNED TIME SYSTEM (ETS)

- 33.1 Both Earned Time System and Accrued Medical Leave begin accruing with the first day of employment and may be taken immediately upon accrual with Department Director approval and documentation of an AML qualifying event. ETS and AML hour accrue based on hours worked to a maximum of 80 hours per pay period.
- 33.2 Earned Time may be used to offset a loss incurred during a scheduled time off or vacation for the night and weekend differentials. Nurses can use an additional half-hour (0.5) of ETS for every four (4) hours of ETS taken for regularly scheduled shifts in their home department working evening or night, to a maximum of forty (40) hours per week.
- 33.3 ETS must generally be submitted through the timekeeping system and approved by the Department Director to ensure that the needs of the hospital are met. Nurses must work with Employee Health & Benefits to request AML. Documentation may be required to support the need for AML. There is no guarantee that the requested leave will be granted. Time-off requests in excess of two weeks must also be approved by the Executive Director.
- 33.4 An employee shall use ETS for the first scheduled 24 hours of a documented illness (non-FMLA). Should the documented absence go beyond 24 hours of scheduled shifts, the employee may use AML and may be required to complete FMLA paperwork. Returning to work for one full scheduled week will restart the ETS requirement.

33.4.1 An employee may use AML immediately for the following purposes (documentation may be required):

- Surgery (from date of surgery)
- Hospitalization
- Approved FMLA (coinciding with leave policy) or FMLA qualifying event
- Documented illness after 24 hours of ETS

33.5 Employees may choose to cash in 40 to 80 hours of ETS each calendar year on their hire anniversary date. A minimum balance of 40 hours must remain in the account. Requests for ETS payment must be approved by the Department Director and submitted to Human Resources

33.5.1 If an employee is denied requested time off and reaches the maximum ETS, they may cash out an additional 40 hours of ETS with the same process once per 12-month period.

33.6 Accrued ETS will be paid out upon termination on the next regular pay cycle. AML is not paid out upon termination and has no cash value.

33.7 Earned Time (ETS) hours will accrue per paid hour according to the following schedule:

Years Employed	Accrual Rates	Accrual Per Year	ETS Hour Bank Maximum
0-4.99	0.092	192	240
5-9.99	0.112	232	240
10+	0.131	272	280

33.8 Accrued Medical Leave (AML) will accrue at .023 hours per hour worked up to 80 hours per pay period. Maximum unused and accrued hours cannot exceed 480 hours.

#### 34.0 LEAVES OF ABSENCE

34.1 A Leave of Absence may be granted up to a maximum of three (3) months, at the sole discretion of Bitterroot Health. Employees must communicate with Employee Health and Benefits to receive a Request for Absence form.

34.2 Employees are generally required to exhaust all applicable ETS/AML before a non-paid Leave of Absence will be granted. Any exception to this guideline will be determined by Human Resources in conjunction with Employee Health and Benefits.

34.3 An employee will be required to pay all insurance premiums during their non-FMLA leave, first by any remaining ETS/AML, and then by personal payment. If an employee misses a payment, insurance may be cancelled, and the employee

may move into a COBRA eligible status. Benefit payments shall be made out to Bitterroot Health and sent to Employee Health and Benefits.

### 35.0 INSURANCE PROGRAMS

#### 35.1 HEALTH AND DENTAL

35.1.1 Health and Dental Insurance are governed by the policies in the employee handbook and the insurance plan documents, which are subject to change in the Hospital's discretion.

35.1.2 If a full time RN's premium contribution exceeds 20% of the premium for the individual, the Union shall be notified and may request to re-open Section 35.1 of this Article.

#### 35.2 RETIREMENT PLAN

35.2.1 The Hospital agrees, for the life of this contract, to the benefits described in the retirement benefit plan currently in effect. The retirement benefits outlined in the plan documents may be increased or improved, in the discretion of the Hospital, and such increase or improvement will apply to the nurses covered by this Agreement, to the extent they are plan participants and consistent with the plan documents.

#### 35.3 GROUP LIFE AND DISABILITY INSURANCE

35.3.1 Group Life and Disability Insurance are governed by the policies in the employee handbook and the insurance plan documents, which are subject to change in the Hospital's discretion.

### 36.0 BENEFITS

36.1 The Hospital shall notify the Association thirty (30) days in advance in the event the Hospital intends to change the benefits identified below:

- Holiday pay
- Pharmacy discount

36.2 Compassionate Leave: All employees will be granted up to 24 hours off with pay in lieu of scheduled work hours at the time of a death or up to one year after the death of an immediate family member. Employees shall also have access to AML for Compassionate leave as outlined in the current employee handbook. Immediate family member is defined as spouse, parent (stepparent), siblings, children (stepchildren), grandchildren, parents-in-law, sister/brother-in-law, son/daughter-in-law, or any family member living in the employee's home.

Upon the death of close associates or a family member not defined above, the employee may request the use of Compassionate Leave or be allowed time off without bereavement pay as approved by the department management and/or Human Resources.

36.3 Jury Duty: If an employee is called for jury duty, they must notify their Department Supervisor as soon as they learn of your selection and provide them with a copy of the summons.

Employees may receive their regular rate of pay, for regularly scheduled shifts to a maximum of fifteen (15) days per year for jury duty. Compensation received for jury duty by the court will be given to the Payroll Department within 30 days of your work absence. Jury compensation shall mean monies for jury attendance, selection, mileage or per diem payments.

- 36.4 Employee Medical Discount: In accordance with applicable law a forty percent (40%) discount for hospital and Bitterroot Health solely owned clinic services will be granted to all eligible employees not utilizing the high deductible plan and their eligible family members on the balance due after insurance payment. This does not apply to co-pays as the full co-pay is due at the time of service.

If the employee or eligible family members do not have insurance coverage, the forty percent (40%) discount will be allowed from actual amount billed. Family members who are considered eligible are those who qualify to be on your insurance coverage.

### 37.0 WAGE SCALE

- 37.1 Annual step adjustment for employees who have been with Bitterroot Health longer than 6-months go into effect the first full pay period following July 1 of the applicable year. Nurses who have been with Bitterroot Health less than 6-months the first full pay period following July 1 of each year shall receive their step adjustment the first full pay period after completion of 6 months of employment with Bitterroot Health. Once step adjustments have been made, the nurse shall be notified of their step placement and base wage amount.
- 37.2 Annual step adjustments shall go into effect the first full pay period following July 1 of each year. In lieu of an annual step adjustment, nurses who have reached the top of the wage scale shall receive a 2.25% annual lump sum calculated based on actual hours worked over the previous 12 months. Annual step adjustments are discretionary as determined by the Employer only for financial reasons to avoid layoffs.
- 37.3 In the event the Employer determines that an annual step adjustment will not be granted, the Employer will meet and confer with the Union for the purpose of providing financial information. Additionally, the hospital will ensure that all non contract staff receive an equitable reduction in anticipated wage adjustment.
- 37.4 Currently employed nurses who request that their step placement be reviewed, and who submit such request and supporting documentation within 30 days of contract ratification, shall have their step placement reevaluated and where necessary shall be placed on the wage step based on the total credited relevant years of experience, effective the first full pay period following July 1, 2025, as outlined in Section 38.4 without experiencing any decrease in pay.
- 37.5 The Parties agree to the following pay scale for base compensation:

	2024	Ratification	Jul-25	Jul-26	Jul-27
Step	2.50%	9%	6%	5%	3.5%
0		\$ 36.09	\$ 38.26	\$ 40.17	\$ 41.57
1	\$ 33.11	\$ 36.90	\$ 39.12	\$ 41.07	\$ 42.51
2	\$ 33.86	\$ 37.73	\$ 40.00	\$ 42.00	\$ 43.47
3	\$ 34.62	\$ 38.58	\$ 40.90	\$ 42.94	\$ 44.44
4	\$ 35.40	\$ 39.45	\$ 41.82	\$ 43.91	\$ 45.44
5	\$ 36.20	\$ 40.34	\$ 42.76	\$ 44.89	\$ 46.47
6	\$ 37.01	\$ 41.24	\$ 43.72	\$ 45.91	\$ 47.51
7	\$ 37.84	\$ 42.17	\$ 44.70	\$ 46.94	\$ 48.58
8	\$ 38.70	\$ 43.12	\$ 45.71	\$ 47.99	\$ 49.67
9	\$ 39.57	\$ 44.09	\$ 46.74	\$ 49.07	\$ 50.79
10	\$ 40.46	\$ 45.08	\$ 47.79	\$ 50.18	\$ 51.93
11	\$ 41.37	\$ 46.10	\$ 48.86	\$ 51.31	\$ 53.10
12	\$ 42.30	\$ 47.14	\$ 49.96	\$ 52.46	\$ 54.30
13	\$ 43.25	\$ 48.20	\$ 51.09	\$ 53.64	\$ 55.52
14	\$ 44.22	\$ 49.28	\$ 52.24	\$ 54.85	\$ 56.77
15	\$ 45.22	\$ 50.39	\$ 53.41	\$ 56.08	\$ 58.05
16	\$ 46.23	\$ 51.52	\$ 54.61	\$ 57.34	\$ 59.35
17	\$ 47.27	\$ 52.68	\$ 55.84	\$ 58.64	\$ 60.69
18	\$ 48.34	\$ 53.87	\$ 57.10	\$ 59.95	\$ 62.05
19	\$ 49.43	\$ 55.08	\$ 58.38	\$ 61.30	\$ 63.45
20	\$ 50.54	\$ 56.32	\$ 59.70	\$ 62.68	\$ 64.88
21	\$ 51.68	\$ 57.59	\$ 61.04	\$ 64.09	\$ 66.34
22	\$ 52.84	\$ 58.88	\$ 62.41	\$ 65.54	\$ 67.83
23	\$ 54.03	\$ 60.21	\$ 63.82	\$ 67.01	\$ 69.35
24	\$ 55.24	\$ 61.56	\$ 65.25	\$ 68.52	\$ 70.92
25	\$ 56.49	\$ 62.95	\$ 66.72	\$ 70.06	\$ 72.51

Upon ratification, nurses shall be placed on their current step and shall move laterally onto the ratification wage scale.

### 38.0 COMPENSATION

#### 38.1 ON CALL COMPENSATION

- 38.1.1 Nurses assigned to be on call shall receive compensation of \$5.00 per hour. On call compensation will not be paid for hours worked when called back.
- 38.1.2 Nurses assigned to be on call and called in to work within their normally scheduled shift will receive time and a half for hours worked.
- 38.1.3 Nurses who are assigned to be on call will receive call back pay when they respond to calls. Call back pay will be at time and one-half times the regular rate

of pay.

## 38.2 CERTIFICATION COMPENSATION AND ADVANCED EDUCATION

- 38.2.1 Nurses who obtain and maintain current national certification as recognized by the American Nurses Association, National Commission for Certifying Agencies (NCCA), and/or the American Nurse Credentialing Center (ANCC), shall be paid an additional two dollars (\$2.00) per hour.
- 38.2.2 The certification must have written approval by the Chief Nursing Officer and be directly applicable to their home department in which they are regularly scheduled.
- 38.2.3 Up to one (1) certification will be recognized for compensation per individual nurse.
- 38.2.4 Nurses with a BSN degree will receive a \$1.00 per hour differential for advanced education.
- 38.2.5 Nurses with an MSN degree or higher will receive an additional \$1.00 per hour differential for advanced education.
- 38.2.6 Nurses who hold a national certification and advanced degrees (BSN, MSN or higher) may receive up to a maximum of \$4.00 per hour differential in recognition of that certification and degrees.
- 38.2.7 When the RN certifies or re-certifies their relevant certification or obtains their advanced degree, they must scan and email the relevant documentation to the Human Resources Office ([humanresources@bitterroothealth.org](mailto:humanresources@bitterroothealth.org)).
- 38.2.8 Any increase in pay will be effective during the first full pay period following receipt of scanned documentation by Human Resources. Once documentation has been received by Human Resources, the nurse shall be provided proof of receipt of the documentation
- 38.2.9 If relevant documentation of re-certification is not given to the Human Resources Office, certification pay will cease upon expiration of his/her certification.
- 38.2.10 If documentation is submitted after certification or subsequently obtained, retroactive pay will not be granted for time certified without the necessary documentation being provided to Human Resources.

## 38.3 MILEAGE

- 38.3.1 Mileage will be reimbursed at the current IRS standard mileage reimbursement rate.

## 38.4 PARTIAL RECOGNITION FOR YEARS OF PAST EXPERIENCE

- 38.4.1 New hires will be given one step for every one (1) year of RN nursing work experience.
- 38.4.2 New hires will be given one step for every two (2) years of Full-Time LPN nursing experience.

## 38.5 DIFFERENTIALS

- 38.5.1 Night differential - A differential of five (\$5.00) per hour will be paid for all hours worked during the night hours of 1900-0700, the designated night shift.

- 38.5.2 Charge Differential – A differential of four dollars (\$4.00) per hour will be paid for all hours worked as a charge nurse. Nurses shall not be expected to perform in the role of Charge Nurse without completing Charge Nurse training.
- 38.5.3 Weekend Differential – A differential of two dollars and fifty cents (\$2.50) per hour will be paid for all hours worked during shifts scheduled to start between the hours of Fridays at 1900 and Sundays at 1900.
- 38.5.4 Float/Resource Differential – A differential of two dollars (\$2.00) per hour for all hours worked shall be paid for nurses hired into a permanent resource nurse role. Nurses trained and competent to work in more than one nursing department shall receive this differential for hours spent floating when working a full shift outside their home department.
- 38.5.5 Preceptor Differential - After nursing management approval, a preceptor differential of two dollars (\$2.00) per hour will be paid for hours worked by nurses who are designated preceptors when precepting students, new graduate nurses, when cross training a nurse to a specialty area where new skills are required, and when re-entering the profession after an extended leave from the profession at the manager's discretion. The RN preceptor pay will only be paid for those shifts when the preceptor is working with the nurse or student nurse in training. The RN Preceptor will be assigned by the Manager of the department. The RN Preceptor must demonstrate knowledge and skill in the assigned department.
- 38.5.6 Extra Shift – A differential of fifteen dollars (\$15.00) per hour shall be paid for any extra shift worked beyond an RN's FTE status.
- 38.5.7 PRN nurses shall receive a differential for all hours worked. The differential will be 15% of the base rate.

IN WITNESS WHEREOF, the Parties have executed the Agreement in multiple originals as of the dates below:

BITTERROOT HEALTH

Signed by:	
<u>John Bishop</u>	1/7/2025
Signed by: 63AE960B4B5A4D2...	1/6/2025
<u>Kathy Padilla</u>	
Signed by: 63AE960B4B5A4D2...	1/7/2025
<u>Jennifer Bush</u>	
Signed by: 3BC19397717644E...	1/20/2025
<u>Jennifer Dunn</u>	
Signed by: 1DBDEA2FD4C841F...	1/15/2025
<u>Emily Stockwell</u>	
Signed by: 8E105CEB5606463...	1/6/2025
<u>Becci Conroy Bangs</u>	
Signed by: 3AEE8011D8764DF...	

MONTANA NURSES ASSOCIATION  
BHDH LOCAL #35

Signed by:	
<u>Corey E. Rouse</u>	1/6/2025
Signed by: 5A3066B4B1140C...	1/6/2025
<u>Brianne Amos</u>	
Signed by: 6D5A84EC...	1/10/2025
<u>Heather Reynolds</u>	
Signed by: 2ECC06783C09422...	1/6/2025
<u>Kristi Stuech, MSN, RN</u>	
Signed by: 6D5A84EC...	1/6/2025
<u>Leslie Shepherd, BSN, RN</u>	
Signed by: 016070389CA84FD...	