

# COLLECTIVE BARGAINING AGREEMENT

Between  
Northern Montana Hospital  
Havre, MT

And

Montana Nurses Association  
Local Unit #12

December 1, 2017

Through

November 30, 2020



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## AGREEMENT

This Agreement is made and entered into this 16<sup>th</sup> day of May 2018, between NORTHERN MONTANA HOSPITAL, a Montana corporation with principal offices at Havre, Montana, herein referred to as "Hospital" and MONTANA NURSES' ASSOCIATION, on behalf of Local Unit #21 herein referred to as "Association".

### SECTION 1: SCOPE OF AGREEMENT

- A. This Agreement covers all registered nurses, including office nurses employed by the hospital in physician offices, except:
1. Supervisors as defined by the NLRA.
  2. All registered nurses performing services for the Hospital in capacities other than as staff registered nurses.
  3. All certified registered nurse anesthetists employed by the Hospital.
  4. Registered nurses employed by the Hospital as review coordinator, not to exceed three at any one time.
  5. Registered nurses employed by the Hospital as education coordinators, not to exceed three at any one time.
  6. Registered nurses employed by the Hospital as temporary nurses as defined herein.
  7. Registered nurses employed by the Hospital as casual nurses are covered and such status and the rights and benefits arising there from are specifically set forth in.
- B. The terms hereof are intended to cover only minimums in wages, hours, working conditions and other employee benefits. The Hospital may establish superior wages, hours, working conditions and other employee benefits, and may reduce the same to the minimums herein prescribed, without the consent of the Association. The Hospital will inform the Association of any changes in a timely manner.
- C. This Agreement comprises the full Agreement between the parties hereto as to the matters herein contained. No pre-existing, concurrent, or subsequent agreement shall be effective to alter or modify any of the terms, covenants, or conditions herein contained unless such alterations shall be approved and adopted by the Association and the Hospital in writing.

38 D. During the term of this Agreement and any extensions hereof, no  
39 collective bargaining shall be had upon any matter covered by this  
40 Agreement or upon any matter which has been raised and disposed of  
41 during the course of the collective bargaining which resulted in the  
42 consummation of this Agreement, unless mutually agreed upon in  
43 advance by the Hospital and the Association in writing.  
44

#### 45 SECTION 1A: CASUAL NURSES

46  
47 Casual nurses, as defined herein, shall be entitled to the following, and to  
48 no other rights or benefits under this Agreement or by virtue of their  
49 employment by the Hospital:

- 50 1. Wages, shift differential, time and one-half the Nurse's base rate  
51 of pay for all hours worked on holidays, and for overtime.
- 52 2. Discipline and termination.
- 53 3. Orientation.
- 54 4. Grievance and arbitration.
- 55 5. Evaluation and personnel files.
- 56 6. Effective December 1, 2012, casual RNs shall retain and accrue union seniority.  
57 Currently employed Nurses shall have their seniority date calculated as of their date  
58 of hire as bargaining unit nurse.  
59

#### 60 SECTION 2: RECOGNITION AND MEMBERSHIP

- 61
- 62 A. The Hospital recognizes the Association as the sole representative for  
63 bargaining purposes of the Registered Nurses covered by this  
64 Agreement with respect to wages, hours of work and conditions of  
65 employment.  
66
- 67 B. Any present or future nurse who is not an Association member and  
68 who does not make application for membership within ninety (90) days  
69 of hire or ninety days (90) from the signing of this contract shall,  
70 whichever is later, as a condition of employment, pay to the  
71 Association, a representation fee in an amount lawfully determined by  
72 the Association. The representation fee shall be equal or less than the  
73 regular monthly Association dues. Nurses who fail to comply with this  
74 requirement shall be discharged by the Hospital within seven (7) days  
75 after written notice to the Hospital from the Association. The  
76 Association agrees to indemnify and hold the Hospital harmless against  
77 any and all claims, suits, orders or judgments brought or issued against  
78 the Hospital as a result of any action taken by the Hospital under the  
79 provisions of this section.

80 C. The Hospital will deduct membership dues from the salary of each  
81 nurse who voluntarily agrees in writing to such deduction (dues  
82 covering membership in MNA). Authorization once filed shall be  
83 revocable at any time upon written notice of the revocation given by  
84 the nurse to the Hospital. Withheld amounts shall be forwarded to the  
85 Association office on a monthly basis following the actual withholding,  
86 together with a record of the amount and names of those for whom  
87 deductions have been made.

88  
89 D. The Hospital shall not discriminate against any nurse because of the  
90 nurse's membership in the Association.

91  
92 E. On a monthly basis the Hospital agrees to furnish to the Association  
93 and local unit chairperson a monthly listing of all nurses covered by this  
94 Agreement; all newly employed nurses; nurses who have had change  
95 in status and terminated nurses; including names, rate of pay, recorded  
96 mailing addresses and telephone numbers, and employee status and  
97 number of hours per pay period.

98  
99 F. The Hospital will distribute a copy of this Agreement to all newly hired  
100 nurses covered by this Agreement at the time of employment. The  
101 Association will provide the Hospital copies of the Agreement for this  
102 purpose.  
103

### 104 SECTION 3: CODE OF PROFESSIONAL CONDUCT

105  
106 A. The Hospital and the Union agree that harassment or abusive  
107 treatment of or by registered nurses is prohibited. This includes but is  
108 not limited to conduct or behavior that has the purpose or effect of  
109 unreasonably interfering with the individual's work performance or  
110 creating an intimidating, hostile or offensive work environment.  
111 Registered Nurses agree to adhere to the Hospital's Professional Code  
112 of Conduct. A Union representative will present new hire MNA packet  
113 and Code of Professional Conduct during formal orientation, if  
114 applicable. The Hospital shall notify via Hospital Email, the Local  
115 President and Vice President the names, telephone numbers and  
116 departments of the newly hired nurses as soon as possible and in  
117 advance of formal orientation. The Hospital shall also apprise the  
118 Local President and Vice President of the date, location and scheduled  
119 time for the Union Representatives' presentation at the formal  
120 orientation.

121 B. Nurses shall have access to and shall adhere to facility policies and  
122 procedures. Nurses are required to report violations through chain of  
123 command and facility reporting systems.

124  
125 C. MNA Local #12 President or designee shall be granted up to an  
126 aggregate of four (4) hours paid time quarterly to represent nurses and  
127 investigate grievances.

#### 128 129 SECTION 4: HOURS OF WORK AND OVERTIME

##### 130 131 A. Pay Period and Hours Worked

- 132 1. A pay period consists of fourteen consecutive days.
- 133 2. All hours worked will be paid as rounded to the nearest one tenth  
134 hour.

##### 135 136 B. Work Day

- 137 1. In departments where deemed reasonable by the Hospital, a work  
138 day will consist of eight hours work completed in eight and one-  
139 half consecutive hours, including one thirty minute unpaid meal  
140 period. In addition to the unpaid meal period, a paid rest period of  
141 fifteen minutes will be allowed for nurses during each four hours of  
142 work.
- 143 2. In departments where deemed reasonable by the Hospital, a work  
144 day will consist of twelve hours work completed in twelve and one-  
145 half consecutive hours, including one thirty minute unpaid meal  
146 period. In addition to the meal period, a paid rest period of fifteen  
147 minutes will be allowed for nurses during each four hours of work.
- 148 3. In departments where deemed reasonable by the Hospital, a work  
149 day will consist of ten hours work completed in ten and one-half  
150 consecutive hours including one unpaid thirty minute meal period.  
151 In addition to the unpaid meal period, a paid rest period of fifteen  
152 minutes will be allowed for nurses during each five hours of work.
- 153 4. Nurses may work shared shifts if mutually agreed to by the  
154 Hospital and the nurses. Shared shifts are shifts where two  
155 nurses, with the prior approval of the Hospital, divide a work day  
156 and each work a part thereof.

162 5. A nurse may work a split shift if mutually agreed to by the Hospital  
163 and the nurse. A split shift is a shift during which, with prior  
164 approval of the Hospital, a nurse works part of the shift, is excused  
165 to leave the Hospital for an unpaid period of one hour or more, and  
166 returns to the Hospital to complete the assigned shift.

167 A nurse will not be required to work split weekends without prior  
168 notification to the RN.

169 6. The Hospital shall endeavor to assure uninterrupted meal breaks. If a  
170 nurse is called back to duty by her/his supervisor, she/he will be paid  
171 for the entire 30 minute meal period. If the nurse is called back to  
172 duty by an individual other than the supervisor, the nurse will  
173 complete a punch exception and submit it to the supervisor for  
174 approval.

### 175 176 C. Overtime

177 1. All work performed after 9 1/2 hours at work on a regular 8 hour  
178 shift, all work performed in excess of 11 1/2 hours at work on a  
179 regular 10 hour shift, and all work performed in excess of 13 hours  
180 at work on a regular 12 hour shift shall be compensated at 1 1/2  
181 times the nurse's regular hourly rate of pay.

182 Nothing herein shall be construed to require the payment of  
183 overtime or premium pay for work performed prior to 40 hours in a  
184 work week unless specifically paid under this sub-paragraph.

185 2. Except in the case of an emergency, overtime must be approved in  
186 advance by the nurse's immediate supervisor.

187 3. Time paid for sick leave, vacations, leaves of absence, and non-  
188 worked holidays will not be counted as hours worked in computing  
189 overtime.

190 4. The Hospital shall not schedule any nurse above her/his work  
191 agreement without the nurses' consent. If out of the ordinary  
192 staffing insufficiencies arise, the Hospital and the Association shall  
193 develop a mutually agreeable plan to move forward and provide  
194 safe patient care. This article is not designed to be routinely used  
195 as a scheduling tool

196  
197 All work performed in excess of 14 consecutive hours in one work day  
198 will be compensated for at two (2) times the nurse's regular hourly rate  
199 of pay. The work day as defined in this paragraph is a twenty-four hour  
200 period beginning at the start of the nurse's regularly scheduled shift.

203 D. Time Recording

- 204 1. Nurses must use the time clock when reporting to and leaving  
205 work. A nurse who wishes to leave the premises for personal  
206 reasons including but not limited to meal periods, must notify the  
207 nurse's immediate supervisor that the nurse is leaving and the  
208 reason for the nurse's absence, and must clock out when the nurse  
209 leaves and clock in upon the nurse's return.
- 210 2. If a time keeping error requires correction or the time recorded  
211 requires clarification, the nurse must note the punch exception on  
212 the appropriate form. The nurse's immediate supervisor or  
213 designee shall approve and make the necessary correction or  
214 clarification, if justified, and date and initial the punch exception.

215  
216 E. Schedule of Hours

217  
218 All nurses' hours shall be posted for a six (6) week period, two (2) weeks  
219 in advance of the first work day scheduled. Nursing Administration will  
220 arrange the schedules of all nurses based on the modular concept.  
221 Modules will be repetitive unless the hospital is temporarily unable to  
222 make such available because of sickness, vacations, leaves, or inadequate  
223 available staffing, though this is not intended to be used as a routine  
224 staffing tool.

- 225 1. If a nurse wishes to change the schedule after posting, the nurse  
226 must arrange to have another nurse who is experienced in the  
227 same service exchange with the nurse. Such change must be  
228 approved at least 24 hours prior to the commencement of the  
229 scheduled work day by the nurse's immediate supervisor. If the  
230 Hospital makes a change in the schedule after posting, it will be  
231 done with mutual agreement of the nurse. All exchanges will be  
232 entered into the computer.
- 233 2. For all nurses working in departments in which the Hospital  
234 schedules regular weekend shifts, the hospital shall schedule the  
235 shifts of such nurses so that they may have four out of six  
236 weekends off, unless the hospital is unable to make such  
237 weekends available because of sickness, vacations, leaves, or  
238 inadequate available staffing, though this is not intended to be  
239 used as a routine staffing pool. It is understood that the Hospital  
240 and a nurse may agree in writing to a schedule providing for work  
241 other than as provided in this subparagraph. The weekend  
242 schedule can have exception if mutually agreed to by the nurse  
243 and the hospital or stated in the work agreement.

244 An employee regularly scheduled to work weekends shall receive  
245 \$4.00 per hour premium for all hours worked on a weekend shift  
246 after fulfilling all weekends according to work agreement.

247  
248 Weekends are defined as Saturday at 0700 through Sunday at 1900  
249 for hospital day shift.

250  
251 Weekends are defined as Saturday at 0600 through Sunday at 1800  
252 for Care Center day shift.

253  
254 Weekends are defined as Friday at 1900 through Sunday at 0700 for  
255 hospital night shift.

256  
257 Weekends are defined as Friday at 1800 through Sunday at 0600 for  
258 Care Center night shift.

259 3. The Hospital shall not schedule a nurse to work on two different  
260 shifts in one pay period without the nurse's permission, unless  
261 defined by the module.

262 4. If a nurse is scheduled to work two different shifts, a period of  
263 forty-seven (47) hours shall elapse between the two different shifts  
264 unless the nurse's permission is obtained.

265

## 266 SECTION 5: TYPES OF PAY

267  
268 A. Minimum wages shall be based upon the following wage scales  
269 covered by this Agreement and shall be paid upon receiving  
270 satisfactory performance evaluations at the last annual review prior to  
271 reaching the next step of the following schedule. The evaluations will  
272 be made at the end of the probationary period, the following November  
273 and each November thereafter. Nurse's pay changes will be processed  
274 after the nurse has completed the Annual Mandatory Education and  
275 Employee Latex Screen as per Hospital policy. The Hospital will  
276 distribute the necessary screening forms by November 1. All Annual  
277 Mandatory Education requirements shall be clearly noted as such and  
278 communicated to all nursing staff in writing (email is acceptable) by  
279 May 1 of each year. Nurses who fail to complete Annual Mandatory  
280 Education Requirements by November 30 of each year shall not have  
281 pay increases be retroactive.

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286 Upon the first pay period following ratification and Retroactive to  
 287 December 1, 2017, all RN's shall be placed upon the following 2017  
 288 Transition Scale at the closest wage to their current base hourly rate  
 289 of pay and no nurse shall suffer a decrease in pay due to this initial  
 290 placement. For existing nurses this resets their base step. Upon the  
 291 second pay period following ratification all nurses shall move laterally  
 292 across on their current step on the following 2017 Wage Scale (1%)  
 293 and down to the next step on the wage scale.

294  
 295 Effective December 1, 2018, all nurses move to the 2018 wage scale  
 296 and step down to the next step on the following wage scale.

297  
 298 Effective December 1, 2019 all nurses move to the 2019 wage scale  
 299 and step down to the next step on the following wage scale.

300 **WAGE SCHEDULE HOSPITAL AND LONG-TERM CARE**

301 **2017**

302	303	304	305	306
Transition	Step	12/01/17	12/01/2018	12/01/2019
Scale%		Scale	Scale	Scale
		1%	1.50%	2%
\$23.11	Step 1	\$23.34	\$23.69	\$24.17
\$23.57	Step 2	\$23.81	\$24.17	\$24.65
\$24.04	Step 3	\$24.28	\$24.65	\$25.14
\$24.52	Step 4	\$24.77	\$25.14	\$25.64
\$25.02	Step 5	\$25.27	\$25.64	\$26.16
\$25.52	Step 6	\$25.77	\$26.16	\$26.68
\$26.03	Step 7	\$26.29	\$26.68	\$27.21
\$26.55	Step 8	\$26.81	\$27.21	\$27.76
\$27.08	Step 9	\$27.35	\$27.76	\$28.31
\$27.62	Step 10	\$27.89	\$28.31	\$28.88
\$28.17	Step 11	\$28.45	\$28.88	\$29.46
\$28.73	Step 12	\$29.02	\$29.46	\$30.05
\$29.31	Step 13	\$29.60	\$30.05	\$30.65
\$29.90	Step 14	\$30.19	\$30.65	\$31.26
\$30.34	Step 15	\$30.65	\$31.11	\$31.73
\$30.80	Step 16	\$31.11	\$31.57	\$32.20
\$31.26	Step 17	\$31.57	\$32.05	\$32.69
\$31.73	Step 18	\$32.05	\$32.53	\$33.18
\$32.21	Step 19	\$32.53	\$33.02	\$33.68
\$32.69	Step 20	\$33.02	\$33.51	\$34.18
\$33.18	Step 21	\$33.51	\$34.01	\$34.69

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**WAGE SCHEDULE OFFICE AND SENIOR CONNECTION**

<b>2017</b>		<b>12/01/17</b>	<b>12/01/2018</b>	<b>12/01/2019</b>
<b>Transition</b>	<b>Step</b>	<b>Scale</b>	<b>Scale</b>	<b>Scale</b>
<b>Scale %</b>				
		<b>85%</b>	<b>87%</b>	<b>89%</b>
\$19.6	Step 1	\$19.84	\$20.61	\$21.5
\$20.0	Step 2	\$20.24	\$21.02	\$21.94
\$20.4	Step 3	\$20.64	\$21.4	\$22.38
\$20.85	Step 4	\$21.05	\$21.87	\$22.82
\$21.26	Step 5	\$21.48	\$22.3	\$23.28
\$21.69	Step 6	\$21.90	\$22.76	\$23.75
\$22.12	Step 7	\$22.34	\$23.2	\$24.22
\$22.56	Step 8	\$22.79	\$23.6	\$24.70
\$23.02	Step 9	\$23.25	\$24.1	\$25.2
\$23.4	Step 10	\$23.71	\$24.6	\$25.7
\$23.95	Step 11	\$24.18	\$25.1	\$26.22
\$24.42	Step 12	\$24.67	\$25.6	\$26.74
24.91	Step 13	\$25.16	\$26.14	\$27.28
\$25.4	Step 14	\$25.67	\$26.66	\$27.82
\$25.79	Step 15	\$26.05	\$27.06	\$28.24
\$26.1	Step 16	\$26.44	\$27.47	\$28.66
\$26.57	Step 17	\$26.84	\$27.88	\$29.09
\$26.97	Step 18	\$27.24	\$28.30	\$29.5
\$27.37	Step 19	\$27.65	\$28.72	\$29.97
\$27.79	Step 20	\$28.06	\$29.15	\$30.42
\$28.20	Step 21	\$28.48	\$29.59	\$30.88

Effective December 1, 2018 all nurses at Step 21 who have not received a step increase shall receive a 1.25% increase to their 2018 base hourly rate (\$34.01/\$29.59). Effective December 1, 2019 all nurses at step 21 who have not received a step increase shall receive a 1.245 increase to their 2019 base hourly rate (\$34.69/\$30.88).

No Nurse shall suffer a reduction in base wage as a result of this Agreement.

359 B. Recognition for Experience.

- 360 1. Credit for prior experience will be given to new employees so that  
361 he or she may begin at a higher than minimum rate. Credit is  
362 granted for experience in full year increments only, as of the date  
363 of employment. Credit is only granted for time the nurse was  
364 actively employed. Recognition for previous experience is subject  
365 to confirmation through reference checks.

366  
367 Credit will be given for up to 10 years of relevant experience as  
368 detailed below:

- 369 • Direct experience. New hires receive 1 year credit for each 1  
370 full years' experience. Direct experience is defined as experience  
371 in a similar or same unit as the position applied for. For example:  
372 ICU to ICU.
  - 373 • Indirect experience. New hires receive 1 year credit for each 3  
374 full years' experience. Indirect experience is defined as  
375 experience in a dissimilar unit from the position being applied  
376 for. For example: Med Surg to ICU or Clinic to Med Surg.
- 377 2. For previous experience at Northern Montana Hospital after a  
378 break of service of less than one year from the last shift worked,  
379 the nurse shall return at one step less than she held prior to her  
380 break, until completion of her probation period per Section 23, 1;  
381 the nurse will then move up one step.
- 382 3. Transfer between the hospital/Long Term Care and Office  
383 Nurses/Senior Connection Nurses. Nurses transferring will transfer  
384 at the same numbered step on the appropriate scale than he/she  
385 held before the transfer.

386  
387 C. Cardiac Rehab RN shall be placed on the Hospital/ECU wage scale (as  
388 is Sletten Nurse(s).

389  
390 D. Shift Differential

- 391 1. For the Hospital: Effective the first pay period following December  
392 1, 2014, day shift shall be designated as 7AM-7PM. Effective  
393 first pay period following December 1, 2104, no differential shall  
394 be paid for hours worked during the day shift.
- 395 2. For the Care Center: Effective the first pay period after December  
396 1, 2014, day shift shall be designated as 6AM-6Pm. Effective the  
397 first pay period following December 1, 2014, no differential shall  
398 be paid for hours worked during the day shift.

400 3. For the Hospital: Night shift shall be designated as 7PM-7AM.  
401 Effective the first pay period after December 1, 2014, nurses  
402 working night shift shall be paid one dollar seventy-five cents  
403 (\$1.75) for each hour worked during the night shift. Day shift  
404 nurses shall not receive night shift differential for time at the end  
405 of the shift giving report.  
406 For the Care Center: Night shift shall be designated as 6PM-6AM.  
407 Effective the first pay period after December 1, 2014, nurses  
408 working night shift shall be paid one dollar seventy-five cents  
409 (\$1.75) for each hour worked during the night shift. Day shift  
410 nurses shall not receive night shift differential for time at the end  
411 of the shift giving report.

- 412
- 413 E. Scheduled On Call and Call Pay for departments utilizing scheduled  
414 call:
- 415 1. The Hospital shall post the "on call" schedule for a period of six  
416 (6) weeks, two (2) weeks prior to the first scheduled "on-call"  
417 day.
  - 418 2. Nurses "on call" will be paid \$2.75 for each hour "on call".
  - 419 3. When a nurse "on call" reports to the Hospital for work, the nurse  
420 will be paid at the rate of one and one-half times the nurse's  
421 straight time hourly rate of pay for all hours worked. The nurse  
422 will be paid for a minimum of two (2) hours when called in,  
423 regardless of the actual time worked.
  - 424 4. Voluntary Acute Care call is a voluntary on-call among the  
425 inpatient units (Med/Surg, ER & ICU) in an attempt to insure  
426 adequate staffing and patient safety. On-Call shifts will be  
427 identified by the Hospital and posted in Share Point for staffing  
428 needs. RN's may pick up "on call" hours in an area of their choice  
429 in which they are qualified.
    - 430 (a) All staff nurses are eligible to participate in the Voluntary  
431 Acute-Care Call Program.
    - 432
    - 433 (b) "On call" nurse(s) will be called once all other options are  
434 exhausted, for example, utilizing nurses who would otherwise  
435 be sent home on low census; recalling nurses from low census  
436 on-call; Hospital designee (staffing, administration) shall  
437 contact nurses who are not scheduled to work that shift.
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(c) If the "on call" nurse is called in and the staffing need is not on the nurse's home-unit or the unit the nurse volunteered, the decision of where the "on call" nurse will be assigned shall be mutually agreed upon and will be based on the appropriate skill level to be meet patient care needs. The "on call" nurse will not be called to flex to another unit other than their home unit or the unit on which they volunteered to be on call, unless the nurse feels they are competent to accept a patient care assignment on the other unit.

(d) The nurse on call would only be called in, in the event a unit is short RNs per the unit matrix or crisis scenario. "On Call" nurse(s) will not be used to flex assist other departments to provide routine assistance.

(e) In the event staffing needs remain after all possible options have been exhausted, including utilizing nurse(s) on call, the hospital designee will contact the manager of the unit in need in an attempt to fill the staffing shortage(s).

(f) Bonus pay does not apply to voluntary on-call shifts.

(g) Flex pay will apply if the "on call" nurse is called in to work, not on the nurse's home-unit or unit the nurse volunteered.

F. Low Census on call. Refer to Section 19.

G. Nurses Assigned by the Hospital as charge nurse shall receive a differential of \$1.75 per hour for each hour worked in the charge nurse role.

H. Bonus Shift

The Hospital will pay nurses a premium or bonus of \$5.00/hour for each hour worked in a bonus shift.

Casual nurses shall qualify for bonus shift pay after they have fulfilled their work agreement.

Regular full-time and part-time nurses shall qualify for bonus shift if they work greater than their work agreement.

482 It is the nurse's responsibility to complete the punch exception during  
483 the applicable pay period.

484  
485 The Administrative Supervisor or the staffing clerk may initiate and  
486 then the department director will approve and initial extra shift bonus  
487 each pay period.

488  
489 The bonus shift will be considered as a shift separate and apart from  
490 the regularly scheduled work week. The bonus pay will not be  
491 affected if the required numbers of shifts are not worked due to a  
492 Hospital requested low census day off or a previously approved  
493 vacation day(s) noted on the posted schedule.

494  
495 The bonus pay will not be compounded or pyramided for the purposes  
496 of computing overtime or other premium pay.

497

#### 498 I. Flex Assignments

499 All nurses are required to float. A nurse who is assigned one hour or  
500 more of a shift to another Hospital department or Care Center wing,  
501 shall be paid an additional \$2.00 per hour. Clinic nurses who assume  
502 a primary role for an alternate provider will be eligible for flex pay.

503

504 It is the nurse's responsibility to complete the punch exception during  
505 the applicable pay period.

506

507 If a part-time nurse has a work agreement for casual or part-time in a  
508 second department, the flex benefit will not apply to either  
509 department.

510

511 If the parties wish to entertain the concept of primary and secondary  
512 flex nurse assignments, the Hospital and the Association will meet  
513 and confer and enter in to a MOU if agreement is reached.

514

#### 515 J. Certification Pay

516 Nurses who maintain nationally recognized clinical nursing  
517 certifications will be paid an additional two dollars (\$2.00) per hour.  
518 In order to be eligible for certification pay the nurse must work in a  
519 clinical area that is appropriate for the certification. Nurses will not  
520 be paid for more than 1 applicable national certification.

521

522

523 The nurse is responsible to submit original certification card to Human  
524 Resources in order to receive certification pay. The Nurses'  
525 certification pay will be paid on the first full pay period after  
526 submission of appropriate paperwork.

527

#### 528 K. Contract Negotiations

529 Each nurse who participates in contract negotiations shall receive  
530 lunches at the Hospital cafeteria each day of negotiations at no cost  
531 to the nurse. If a nurse choose to, he/she may take unpaid leave  
532 hours up to a maximum of forty (40) hours for the purposes of  
533 contract negotiations.

534

### 535 SECTION 6: JOB SHARE

536

537 A. The following conditions apply to nurses who desire to job share.

- 538 1. A nursing position can be shared by two RN's that can fulfill all  
539 responsibilities inherent to the original position.
- 540 2. Administration may limit the number of job share positions on a  
541 given unit and must approve the FTE division.
- 542 3. Only two people may participate in each job share position.
- 543 4. Job share positions are limited to full time positions (.9 or 1.0  
544 FTE).
- 545 5. The shifts would remain patterned as the master schedule.
- 546 6. The job share will be split in a way that every two week pay-  
547 check is able to cover employee deductions.
- 548 7. Benefits will be prorated according to the split FTE.

549

550 B. If either RN terminates from the job share position, the following are  
551 the options left to the remaining RN.

- 552 1. Take the full position his/herself.
- 553 2. Terminate from the position.
- 554 3. Apply for another position.

555 C. Holidays will be covered as assigned and dependent on department  
556 rotation.

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564 SECTION 7: HOLIDAYS

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A. After completion of the probationary period, full time nurses shall be entitled to the following six paid holidays per year.

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

Nurses shall be paid time and one half (1 ½) for all hours worked on Easter. Easter will not be considered an additional holiday for any other purpose.

B. Holiday pay is the nurse's base rate of pay (not including any differential) for the work day the nurse is regularly working as defined in Section 4 B 1, 2, or 3.

1. For all holidays not worked, a full time nurse will be paid holiday pay if the nurse qualifies under Section 7 B 3.
2. For all holidays worked, all nurses will be paid time and one-half the nurse's base rate of pay plus shift differential, if applicable, for all hours worked, and a full time nurse will also be paid holiday pay if the nurse qualifies under Section 7 B 3.
3. To receive holiday pay a full time nurse must have worked the last complete scheduled shift prior to and the next complete scheduled shift after such holiday, unless the absence is as a result of the Hospital's request; or, the result of the emergency hospitalization of the nurse, the nurse's spouse, children, parents or siblings for illness/accident or death on the qualifying day.
4. Holiday pay will be paid in the pay check covering the period in which the holiday occurs, regardless of the days taken off.

C. Recognizing that nursing service is needed every day of the year and that it is not possible for all nurses to be off duty on the same day, the Hospital will have the right, in its sole discretion, but on an equitable basis, to require any nurse to work on any holiday as long as it is not in conflict with any other part of this Agreement.

605 D. The nurse may elect to take another day off, without pay, in a period  
606 commencing thirty days before and ending thirty days after the  
607 holiday, if requested of the Hospital in writing thirty days prior to the  
608 posting of the schedule of hours for the period in which the holiday  
609 occurs.

610  
611 E. Personal Holidays. After completion of the probationary period, full  
612 time nurses shall be entitled to 24 hours of Personal Holidays time per  
613 year and part-time and regular part-time nurses shall be entitled to 12  
614 hours of Personal Holiday time per year. The nurse should request the  
615 Personal Holiday prior to the posting of the department work schedule  
616 in compliance with departmental policy. It is the employee's  
617 responsibility to use the Personal Holiday in the year available.  
618 Personal Holidays time does not carry over to the next year and is not  
619 cashed out upon termination.

620  
621 SECTION 8: VACATIONS

622  
623 A. Accrued vacation may be used after the nurse has completed  
624 his/her probationary period. Vacations must be scheduled and  
625 approved in advance by the appropriate director in accordance with  
626 that department's policy. Approval or denial of vacation requests is  
627 dependent on the operational needs of the department.

628  
629 B. Vacation is accrued for nurses in accordance with the following  
630 schedule:

631

Length of Service	Accrual
First Five (5) years	.03846 hour for every straight time hour worked, up to a max accrual of 3.077 hours per pay period for 80 hours.
Six (6) through ten (10) years	.05769 hour for every straight time hour worked, up to a max accrual of 4.615 hours per pay period for 80 hours.
Eleven (11) or more years	.07692 hour for every straight time hour worked, up to a max accrual of 6.154 hours per pay period for 80 hours.

632  
633 C. The maximum vacation accrual is 400 hours.

634  
635 D. Vacation hours are NOT accrued on sick leave hours, scheduled on-  
636 call hours, or overtime hours.

- 640 E. Regular part time and regular full time employees accrue vacation  
641 hours on a pro-rated basis according to the number of straight time  
642 hours worked per pay period, up to the maximum of 80 hours worked  
643 per pay period.
- 644
- 645 F. Vacation time is paid at the employee's straight time rate.
- 646
- 647 G. Upon termination or resignation, an employee will be paid for  
648 accrued vacation time.
- 649
- 650 H. If a holiday falls during a full time nurse's scheduled vacation, the  
651 nurse will be paid for the holiday as herein provided and will be granted  
652 another day (work day the nurse is regularly working as defined in  
653 Section 4 B 1, 2, or 3) of vacation.
- 654
- 655 I. Vacation schedules will be prepared by the Hospital, taking into  
656 consideration the requests of nurses if presented two weeks or more  
657 prior to posting of the schedule of nurse's hours.
- 658
- 659 J. Payment shall be made in lieu of unused vacation as follows:  
660 1. Only upon the nurse's request;  
661 2. For less than eight hours of payout;  
662 3. When the nurse requests the payout prior to the beginning of the  
663 work week containing the anniversary date.
- 664 These three conditions will be void at the time of agreement to a  
665 personal allowable leave or personal time off system.
- 666

667 SECTION 9: SICK PAY

668

- 669 A. The Hospital provides sick pay for regular part time and full time  
670 nurses. Sick pay is intended for illness of the employee only. This  
671 benefit does not include physician appointments or dentist  
672 appointments. Regular part time and full time nurses accrue sick pay  
673 hours at the rate of .046 hours for every straight time hour worked  
674 per pay period, up to the maximum accrual of 3.68 hours for 80  
675 hours worked per pay period.
- 676
- 677 B. Sick pay time is paid at the employee's straight time rate.
- 678
- 679 C. Sick pay time is not payable upon resignation or termination.
- 680

681 D. Maximum accrual of sick pay time is 480 hours for employees  
682 scheduled to work 8 and 10 hour shifts; or a maximum of 432 hours  
683 for employees scheduled to work 12-hour shifts.

684  
685 E. After completion of the nurse's probationary period, sick pay benefits  
686 will be paid to employees for qualified illness per policy as follows.

687 1. Hospitalized employee, outpatient procedures, and ill employee  
688 not hospitalized – sick pay begins immediately for absent  
689 scheduled shifts.

690 2. Hospitalized employee and outpatient procedure – requires a  
691 statement, using Request for Absence, signed by the  
692 employee's healthcare provider that specifically states the  
693 medical necessity and expected duration that the employee  
694 cannot work. Exception for scheduled Radiation and  
695 Chemotherapy appointments: Any time spent traveling to a  
696 scheduled Radiation or Chemotherapy appointment and the time  
697 spent at the appointment itself is sick time and does not require  
698 a statement from a healthcare provider.

699 3. Ill employee not hospitalized – a statement, using HR form  
700 O149e, is required and the supervisor may require a statement  
701 verifying the illness and signed by the employee's healthcare  
702 provider may be required for any reported illness or any illness in  
703 excess of three (3) days.

704  
705 SECTION 10: WORKSHOPS, SEMINARS AND MEETINGS  
706

707 A. With prior approval, the Hospital shall assist full time and regular part  
708 time nurses in attending relevant professional meetings, workshops,  
709 and seminars to the extent that the nurse's absence does not disrupt  
710 the Hospital's required staffing, and providing the purpose of the  
711 meeting is to advance the education of the nurses professionally.

712  
713 Full time nurses shall receive full salary (not including any differential)  
714 for three days (work day the nurse is regularly working as defined in  
715 Section 4 B 1, 2, or 3) absence per year, and regular part time nurses  
716 shall receive full salary (not including any differential) for two days  
717 (work day the nurse is regularly working as defined in Section 4 B, 1,  
718 2, or 3) absence per year.

722 B. The Hospital will pay full salary (not including any differential) for each  
723 day (work day the nurse is regularly working as defined in Section 4 B  
724 1, 2, or 3) of attendance to nurses participating in workshops or  
725 educational seminars at the request of the Hospital. In addition, the  
726 Hospital will arrange for transportation, registration, and lodging at its  
727 expense.

728  
729 C. Nurses may be required to participate in in-service training classes to  
730 pass along information obtained in this process.

731  
732 SECTION 11: LEAVES OF ABSENCE

733  
734 A. A leave of absence may be granted by the Hospital upon proper  
735 written request of nurses for the following reasons and subject to the  
736 following exceptions and limitations.

737  
738 B. Nurses shall make written application for leave to the Human  
739 Resources Office, in accordance with Hospital policy, at least thirty  
740 (30) calendar days prior to the desired commencement of the leave,  
741 except in the case of emergency illness or injury, or funeral leave. The  
742 application must contain and be accompanied by the information and  
743 evidence noted herein.

744  
745 C. Types of Leave

746 1. Funeral Leave - In the case of death of a member of the nurse's  
747 immediate family, and if the nurse has completed the  
748 probationary period, a nurse shall receive up to thirty-six (36)  
749 hours for nurses working twelve (12) hour shifts and forty (40)  
750 hours for nurses working eight (8) or ten (10) hour shifts (day the  
751 nurse is regularly working as defined in Section 4 B 1, 2, or 3  
752 hereof) with pay. An extension of this leave may be requested  
753 without pay.

754 a. Immediate Family defined: Those persons considered to  
755 constitute the nurse's immediate family are: spouse,  
756 domestic partner, mother, father, son, daughter, brother,  
757 sister, grandparents, grandchildren, and legal guardian, and  
758 the nurse's stepmother or stepfather, and the nurse's  
759 spouse's mother, father, son, daughter, and such spouse's  
760 stepmother or stepfather.

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b. Information and Evidence: Evidence of the nurse's relationship to the deceased may be required in the form of the nurse's sworn statement or other acceptable evidence establishing such facts.

c. Pay for Funeral Leave

(1).The nurse shall receive pay for up to thirty-six (36) hours for nurses working twelve (12) hour shifts and up to forty (40) hours for nurses working eight (8) hour shifts of work.

(2).Payments shall not exceed the number of hours per day in the day the nurse is regularly working as defined in Section 4 B 1, 2, or 3 hereof and shall be at the nurse's regular straight time hourly rate. Paid absence time because of bereavement shall not be counted as hours worked for purpose of overtime.

d. In the case of death of a close associate or family member, not defined as immediate family, a leave without pay for up to three (3) days may be requested after completion of the nurse's probationary period. Such request will not be unreasonable denied.

2. Jury Duty - A nurse required to serve on any municipal, county, or federal jury will be given a leave of absence for the period the nurse is required to serve.

a. Qualifications, Information, and Evidence

(1).The nurse will notify the his/her director/designee within three (3) calendar days after receipt of the summons and advise as to the day or days of anticipated absence, and the nurse must report to his/her director/designee with a copy of the summons within eight (8) calendar days after receipt of the summons and complete and file an application for a leave of absence.

(2).If jury duty continues for more than seven (7) calendar days, the nurse must report to his/her director/designee at the end of each seven (7) calendar days of jury duty.

804 (3).If jury duty and the time required to prepare for work  
805 requires less than four (4) hours on a nurse's scheduled  
806 day of work, the nurse must work for the balance of that  
807 day.

808  
809 (4).The nurse shall not be required to change her/his schedule  
810 to accommodate jury duty.

811

812 b. Pay for Jury Duty

813 (1).A nurse shall be paid for jury duty leave, as herein  
814 provided, if the nurse has completed the probationary  
815 period.

816

817 (2).Except as herein provided, for each day of jury service on  
818 which the nurse is scheduled to work, the nurse will be  
819 paid the difference between jury duty pay and a maximum  
820 of the number of hours in the day the nurse is regularly  
821 working as defined in Section 4 B 1, 2, or 3 of straight  
822 time pay. A nurse shall be entitled to payment of such  
823 difference for the first thirty (30) days of service only.

824

825 (3).When a nurse performs jury duty on one of the holidays  
826 listed in Section 7 on which the nurse was scheduled to  
827 work, the full time nurse will receive holiday pay for the  
828 number of hours in that day the nurse is regularly working  
829 as defined in Section 4 B 1, 2, or 3, with no deduction for  
830 jury duty pay for that day.

831

832 (4).Travel or other expense allowance given a nurse in  
833 connection with jury duty will not be considered jury duty  
834 pay.

835

836 (5).When jury service is completed, the nurse is required to  
837 submit evidence of the total jury duty pay received.

838

3. Court Testimony

839 a. The nurse will notify his/her director within three (3) calendar  
840 days after receipt of a subpoena or a written request to  
841 testify in court. The nurse subpoenaed will be reimbursed  
842 his/her straight time hourly rate for all hours the nurse is  
843 required to be in court, including REASONABLE travel time,  
844 minus the court (witness) fees paid to the nurse.

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- b. The testimony must be in behalf of the Hospital, requested by the Hospital, or caused directly by the nurse's employment at the Hospital.
  - c. If scheduled to work the night before the day of jury duty or court testimony, the nurse shall work from 7:00 p.m. to 1:00 a.m. of the night shift scheduled. Any remaining hours lost after 1:00 a.m. shall be paid at the regular straight time hourly rate, after accounting for fees received.
4. Marriage Leave - For the purpose of marriage, a nurse may request up to five (5) days leave without pay upon completion of the probationary period.
5. Extended Vacation - In isolated instances while a nurse is on vacation (i.e. vacationing overseas), a nurse may request up to five (5) additional days of leave, without pay, after completion of one (1) year continuous service.
6. Maternity Leave - Female nurses may apply for a Maternity Leave of Absence for the purposes of child birth as set forth below and per FMLA:
- a. For the purposes of FMLA the nurse is encouraged to notify her director as soon as possible.
  - b. If, prior to the nurse's estimated delivery date, her provider certifies a medically necessary leave, or from the date of delivery, the nurse is eligible to take her sick leave pay, if any.
  - c. For sick leave use during maternity leave, Employer will follow FMLA guidance.
  - d. During an approved Maternity Leave of Absence, any time away from work that is not covered by sick pay as per 6B above, the nurse will use accrued vacation, if any. If the employee does not have sufficient accrued vacation, the remainder of the FMLA leave will be unpaid.

- 886 7. Educational Leave - The Hospital may allow a nurse a leave of  
887 absence up to twelve (12) months for educational purposes to  
888 further the nurse's profession without pay after completion of  
889 one (1) year continuous service. Nurses furthering their formal  
890 nursing education shall retain their accrued seniority and sick  
891 time accrued at the time the education leave begins. The nurse  
892 will have the option to return to the first available position for  
893 which he/she is qualified.
- 894 8. Adoption Leave - The Hospital may allow a nurse a leave of  
895 absence without pay for up to six (6) weeks, for adoption  
896 purposes after one (1) year of continuous employment.
- 897 9. Paternity Leave - The Hospital may allow a nurse a leave of  
898 absence without pay for up to six (6) weeks, for paternity  
899 purposes after one (1) year of continuous employment.
- 900 10. Other Leaves of Absence - For reasons other than the above,  
901 leaves of absence may be granted on an individual basis at the  
902 discretion of the Hospital President/CEO. With sufficient notice  
903 to immediate supervisor, each nurse may request up to two (2)  
904 days without pay per year without specification of needs.
- 905 11. Unplanned Medical Event
- 906 a. Unplanned Medical Event time can be taken in increments of  
907 one (1) hour, **as authorized by the employee's supervisor**  
908 and will not be unreasonably withheld. Unused, Unplanned  
909 Medical Event time shall not be carried over from year to year.
- 910
- 911 b. After one (1) year of employment each employee shall be  
912 eligible to receive 12 hours of Unplanned Medical Event time for  
913 the purposes of urgent medical, dental, or immediate family  
914 illness or care. After second year of employment each  
915 employee shall be eligible to receive twenty-four (24) hours of  
916 Unplanned Medical Event time for the purposes of urgent  
917 medical, dental or immediate family illness or care. For  
918 purposes of this section, "immediate family" is defined as the  
919 nurse's spouse, domestic partner, parents, children,  
920 grandchildren and persons whom the nurse is a guardian to.
- 921
- 922 c. Unplanned Medical Event time is not to be used in lieu of sick  
923 time.
- 924
- 925
- 926
- 927

928 D. Other Employment - If a nurse who is granted a leave of absence under  
929 this section and while on such leave accepts employment with another  
930 employer or engages in an independent business, the nurse shall be  
931 deemed to have resigned, except if the nurse is on an authorized  
932 education leave this provision shall not apply.

933  
934 E. Benefits - A nurse shall not be entitled to any wages or benefits while  
935 on a leave of absence, except as specifically set forth in this section.

936  
937 SECTION 12: SENIORITY, PROMOTIONS & VACANCIES

938  
939 A. Seniority shall be given for employment in a bargaining unit position.  
940 Seniority date shall begin on the first day of employment in a  
941 bargaining unit position.

942 Nurses moving from the bargaining unit into another position at the  
943 facility which is not covered, shall have bargaining unit seniority  
944 frozen at the time of status change and seniority shall resume when  
945 the nurse transfers back into the bargaining unit.

946  
947 B. Promotion - Promotion shall be made within the Nursing Service  
948 Department whenever possible. All position openings requiring a  
949 nurse will be posted for ten (10) calendar days. Applications shall be  
950 presented in writing to the Human Resources Office within the ten  
951 (10) day period. Applicants for a position shall be notified in writing  
952 of acceptance or rejection within seven (7) calendar days after a  
953 posted position is filled.

954 1. Promotion and the filling of new positions is based on the  
955 following criteria, in order of priority.

956 a. Ability and merit.

957 b. Recommendation of nurse's immediate supervisor and most  
958 recent performance evaluation.

959 2. If the criteria noted above are equivalent, promotions, transfers,  
960 and recall following lay-off shall be governed by seniority. Lay-off  
961 shall be governed by reverse seniority.

962 3. It will be the prerogative of the Hospital to make the selection for  
963 promotions or new positions from all applications.

- 969 C. Vacancies - whenever an existing nursing position at the Hospital is  
970 not to be filled, it is deemed a vacancy.  
971 1. When the Hospital determines that a vacancy temporarily or  
972 permanently will not be filled, notice and a brief explanation will be  
973 given to the Association through the Liaison Committee.  
974 2. The Hospital may temporarily fill a vacancy.  
975 3. If there are no applicants or no qualified applicants for a vacancy  
976 from nurses then employed by the Hospital, the Hospital may offer  
977 the position to the nurse it deems qualified or hire a new nurse for  
978 the position.

979  
980 SECTION 13: HOSPITAL GROUP HEALTH PROGRAM

- 981  
982 A. Nurses shall be eligible to participate in the same group health  
983 coverage as other Northern Montana Hospital employees.  
984  
985 B. A nurse, while on a Leave of Absence, granted in accordance with this  
986 Agreement, shall be eligible to continue to carry Hospital group  
987 coverage providing the nurse pays each month's entire premium in  
988 advance by the first of the month to the Payroll Department. If not so  
989 paid in advance, the nurse will be dropped from the group coverage.  
990  
991 C. If it is determined that a nurse is entitled to benefits under the  
992 Worker's Compensation Law, the Hospital will continue to pay its  
993 portion of the premium for the Hospital Group Health and Accident  
994 Coverage for the number of months that equals the number of  
995 completed years of seniority which the nurse has, or until the  
996 compensation payments cease, or until 12 monthly premiums have  
997 been paid, whichever shall occur first. If a nurse's plan includes  
998 coverage for other members of the family, she must pay that portion  
999 of each month's premium attributable to the nurse's family members  
1000 before the first of the month to the Payroll Department. Should the  
1001 nurse cease to be eligible for benefits under the Act and does not  
1002 return to work, the nurse shall be dropped from the group.  
1003  
1004 D. The Hospital reserves the right to determine the carrier of the group  
1005 health plan. Through the Liaison Committee, the Association will be  
1006 notified of any proposed change in the carrier or health plan.  
1007  
1008  
1009

1010 SECTION 14: LIFE INSURANCE AND RETIREMENT PROGRAMS

1011  
1012 The Hospital presently maintains life insurance and retirement programs for  
1013 eligible Hospital an employee, including eligible nurses, and the Hospital  
1014 anticipates that during the term of this Agreement such programs will  
1015 continue for eligible Hospital employees.

1016  
1017 SECTION 15: WORKER'S COMPENSATION

1018  
1019 A. Nurses shall be covered by Worker's Compensation Insurance carried  
1020 by the Hospital for the protection of the nurses.

1021  
1022 B. Injuries received at work, must be reported and processed in  
1023 accordance with Montana State law. Both the Association and the  
1024 Hospital encourage reporting workplace injuries as soon as possible  
1025 with a goal of twenty-four (24) hours.

1026  
1027 SECTION 16: ORIENTATION

1028  
1029 A. Hospital shall provide an orientation program for all newly hired  
1030 registered nurses, and for currently employed registered nurses who  
1031 are transferred or promoted. The orientation program shall end when  
1032 the nurse and her director have mutually agreed, using the orientation  
1033 checklist for each unit. The orientation checklist shall be the basis of  
1034 the agreement. The checklist will be filed in the employee's personnel  
1035 file.

1036  
1037 B. However, if during an emergency, a nurse is needed to temporarily  
1038 transfer to another area, a nurse who has not been oriented may be  
1039 required to provide nursing care in the other area, in a non-charge  
1040 position unless qualified by prior experience. If such an emergency  
1041 arises, the Vice President of Patient Care Services shall notify the MNA  
1042 in a timely fashion with the circumstances surrounding eh transfer. All  
1043 emergency occurrences shall be reviewed at Liaison Committee.

1044  
1045 SECTION 17: ASSOCIATION ACTIVITY AND BULLETIN BOARDS

1046  
1047 A. No nurse shall engage in Association activities on the nurse's work  
1048 time.

1049  
1050

- 1051 B. Representatives of the Association may enter the Hospital for the  
1052 purpose of meeting and conferring with nurses and ascertaining  
1053 whether or not this Agreement is being observed by the parties hereto,  
1054 if such representatives shall first give twenty-four (24) hours notice of  
1055 their desire to enter to the Vice President of Patient Care and Vice  
1056 President of Human Resources or their designee with  
1057 acknowledgement.  
1058
- 1059 C. The Association may post the following types of notices on locked  
1060 bulletin boards located in each facility. (Care Center – 1<sup>st</sup> floor,  
1061 Hospital – 3<sup>rd</sup> floor, Physician Offices – time clocks) The Hospital may  
1062 authorize other Hospital groups to also use such bulletin board. The  
1063 Hospital may remove any unauthorized material placed on the bulletin  
1064 board and may remove all notices after the date of the meeting or  
1065 event the same relate to:  
1066 1. Association meeting notices.  
1067 2. Association election notices.  
1068 3. Notices of Association social affairs.  
1069 4. Other information pertinent to Association activities which does  
1070 not defame the Hospital or its employees or officers.  
1071
- 1072 D. The form and posting shall be in compliance with established  
1073 Hospital bulletin board policy.  
1074
- 1075 E. A key to the bulletin board will be available in the Human Resources  
1076 Office for local unit officers only.  
1077

## 1078 SECTION 18: EVALUATIONS AND PERSONNEL FILES

1079

- 1080 A. Each nurse will be given a written performance evaluation upon  
1081 completion of the nurse's probationary period, and annually thereafter  
1082 in November.  
1083
- 1084 B. Evaluations will be discussed with the nurse in a private conference,  
1085 away from the work area, and while the nurse is relieved of patient  
1086 care responsibilities. The nurse will have an opportunity to insert in  
1087 the evaluation any comments about the evaluation. The nurse will  
1088 acknowledge the evaluation by signature for the sole purpose of  
1089 acknowledging that the nurse has reviewed it.  
1090  
1091

1092 C. A nurse will have access to the nurse's personnel file at reasonable  
1093 times, and may review the same in the presence of the Hospital  
1094 administrative personnel.

1095  
1096 D. In the case of the assessment of disciplinary action against a nurse,  
1097 the nurse shall be given the opportunity to examine the nurse's  
1098 personnel file and/or other non-confidential Hospital records which  
1099 provide the basis for the action, and will, upon request, be provided  
1100 copies of those matters examined in said file and records which  
1101 provide the basis for the disciplinary action or a pending grievance.

1102  
1103 E. All RNs must update their primary telephone number with HR when  
1104 changes occur.

1105

## 1106 SECTION 19: LOW CENSUS DAYS OFF

1107

1108 During periods of low patient census, it may be necessary to reduce staff  
1109 on a short term, temporary basis. To the extent volunteers are not readily  
1110 available, if ability, qualifications, and relevant clinical experience are  
1111 equivalent, staff reductions for low census will be allocated beginning with  
1112 the least senior nurse. The Hospital will otherwise distribute low census  
1113 days off as equitably as possible among all nurses, understanding the  
1114 necessity of keeping an adequate number of nurses available at all times  
1115 with qualifications required to accommodate the patients in the Hospital.

1116

1117 Upon request by the Hospital nursing service director, the nurse may be  
1118 placed on standby call during low census time off. Standby call shall be  
1119 compensated for at the rate of \$2.00/hour.

1120

1121 When such employees are called out for work, they shall be compensated  
1122 at the regular rate of pay, plus the standby for the balance of the shift.

1123

1124 When a nurse stays home or is on standby call due to low census, the  
1125 nurse may elect to use accrued vacation as compensation for the time off  
1126 work, and shall accrue vacation hours as if she had worked, whether the  
1127 time is paid or not. A nurse who is on standby call due to low census may  
1128 find a qualified nurse to replace her for standby call hours. The nurse must  
1129 notify the Hospital of the standby trade, and obtain approval thereof, within  
1130 one hour of notification of the low census day; provided, however, that the  
1131 substitution shall not create an overtime liability; provided, further, that the  
1132 substitution shall be for the entire standby shift.

1133  
1134 When low census is taken, if a vacancy occurs later in the same week, the  
1135 person taking low census will be given preference in filling the vacancy if  
1136 their experience and ability are equal to the need.

1137

1138 SECTION 20: LIAISON COMMITTEE

1139

1140 A. A Liaison Committee shall be established. The committee shall consist  
1141 of three (3) representatives of the Association and three (3)  
1142 representatives appointed by the Hospital President/CEO. The group  
1143 will select the chairperson or co-chairs of the committee. All members  
1144 of the committee shall be employed by the Hospital with the exception  
1145 of the Association Representative (MNA staff). Minutes of the  
1146 meetings will be recorded, distributed to committee members and  
1147 made available to the parties' respective constituents. All bargaining  
1148 unit members up to three (3) shall be paid their hourly wage for  
1149 attendance.

1150

1151 B. The purpose of this committee is to foster improved communications  
1152 between the Hospital and the nursing staff. The function of the  
1153 committee is advisory only.

1154

1155 C. The committee shall hold regularly scheduled monthly meetings not to  
1156 exceed one (1) hour unless agreed upon by all parties.

1157

1158 D. The objectives of the Liaison Committee shall be:  
1159 1. To consider constructively, improvement in the professional practice  
1160 of nurses at the Hospital, and to make objective professional  
1161 evaluation in order to assist management and nurses.  
1162 2. To work constructively toward the improvement of patient care and  
1163 nursing practice.  
1164 3. To recommend to the Hospital ways and means to improve patient  
1165 care.  
1166 4. To make recommendations where, in the opinion of the committee,  
1167 a nurse staffing problem exists.  
1168 5. Clinical ladder and staffing acuties continue to be proper subjects  
1169 for discussion.

1170

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1174 SECTION 21: GRIEVANCE AND ARBITRATION

1175

1176 A. Grievance Defined - A grievance is defined to be any matter  
1177 involving a violation or alleged violation of this Agreement by the  
1178 Hospital as a result of which the aggrieved nurse or nurses maintains  
1179 that the nurses' rights or privileges have been violated by reason of the  
1180 Hospital's interpretation or application of the provisions of this  
1181 Agreement. Such matter shall be exclusively resolved in accordance  
1182 with the procedure herein provided.

1183

1184 B. The grievance process shall be initiated no later than 10 ten days after  
1185 the facts or events which have given rise to the alleged contract  
1186 violation.

1187

1188 C. Effect of Time Limits - The parties agree to follow each of the  
1189 grievance steps in the processing of a grievance. If either party misses  
1190 a timeline, the grievance will be resolved in favor of the party which  
1191 was in compliance with the terms of this article. If circumstances do  
1192 not allow the aggrieved employee to discuss the grievance with the  
1193 employee's immediate supervisor, the employee may go directly to the  
1194 next-in-line supervisor within the time limit provided.

1195

1196 D. Working Days - For the purpose of this Section, working days are  
1197 Monday through Friday, excluding holidays.

1198

1199 E. Responses – Electronic submissions, responses and advancements  
1200 are preferred via E-mail with delivery/read receipt

1201

1202 F. Procedure - The Hospital and the Association agree to the following  
1203 procedure of presenting and adjusting grievances which must be  
1204 processed in accordance with the following steps, time limits, and  
1205 conditions:

1206 1. STEP 1: The aggrieved nurse and the nurse's representative, if the nurse  
1207 desires, shall discuss the matter with the nurse's immediate supervisor.  
1208 If resolution is not reached no later than five (5) working days following  
1209 the discussion, the grievance shall, be reduced to writing and submitted  
1210 to the nurse's immediate supervisor, Vice President of Patient Services,  
1211 and to the Vice President of Human Resources. The grievance shall be  
1212 signed by the nurse or the union representative and set forth the nature  
1213 of the grievance, the remedy sought, and shall cite the specific  
1214 provision(s) of the Agreement alleged violated.

1215

1216 No later than five (5) working days after receipt of the written  
1217 grievance, the immediate supervisor shall issue a written response to  
1218 the nurse and the Association with a copy to Vice President of Patient  
1219 Services and Vice President of Human Resources.

1220 2. STEP 2: The immediate supervisor's response is final unless, the grievance is  
1221 advanced to the Vice President of Patient Care with a copy to the  
1222 Hospital's Vice President of Human Resources. Advancement to Step 2  
1223 shall occur no later than five (5) working days following the Step 1  
1224 response.

1225

1226 A meeting shall be held with the Vice President of Patient Care, the  
1227 Vice President of Human Resources, the nurse and the nurse's Union  
1228 representative to discuss the grievance at a time mutually agreeable to  
1229 the parties. The Vice President of Patient Care shall issue a written  
1230 response to the nurse and the Association no later than five (5)  
1231 working days after the meeting.

1232 3. STEP 3: The response of the Vice President of Patient Care is final unless, the  
1233 grievance is advanced to the Hospital President/CEO no later than five  
1234 (5) working days following the Step 2 response. A meeting shall be  
1235 held with the Hospital President, the nurse and the nurse's Union  
1236 representative and any other involved parties who may have knowledge  
1237 or information that would assist in resolution of the grievance. The  
1238 Hospital President/CEO shall issue a written response to the nurse and  
1239 the Association no later than five (5) working days following the  
1240 meeting.

1241 MEDIATION: If the parties are unable to resolve the dispute pursuant to the  
1242 foregoing procedure, either the Hospital or the Association may request  
1243 within five (5) days of the decision in Step 3 that the issue be  
1244 submitted to mediation in an effort to avoid arbitration. Any such  
1245 request is optional and mediation shall be non-binding unless the parties  
1246 reach mutual agreement on a compromise, in which event the  
1247 grievance will be resolved. Selection of a mediator will begin as soon as  
1248 practicably possible and will be by mutual agreement of the parties.  
1249 The expense of mediation shall be borne equally by the parties. If  
1250 mediation is requested, the time for notice of arbitration shall be tolled  
1251 until the completion of mediation.

1252 ARBITRATION: If the grievance is not resolved, the Association may appeal the  
1253 grievance to arbitration by submitting written arbitration notice to the  
1254 Hospital within five (5) working days after the Step 3 response or the  
1255 close of mediation. The Hospital and the Association shall request the  
1256 Federal Mediation and Conciliation Service to submit the names of  
1257 eleven (11) arbitrators, and the parties shall alternately strike names  
1258 from the list of names until but one (1) remains and that party shall be  
1259 the arbitrator.

1260  
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1263

- 1264 a. The arbitrator shall be notified of selection by the Hospital and the  
1265 Association requesting that a time and place be set for the hearing,  
1266 subject to the availability of the parties.  
1267  
1268 b. The decision of the arbitrator shall be final and binding upon the  
1269 Hospital, the Association, and the nurse. The arbitrator selected  
1270 shall be requested to render a written decision within thirty (30)  
1271 days following the arbitration hearing.  
1272  
1273 c. The arbitrator shall have no right to add to, subtract from, nullify,  
1274 ignore, or modify any of the terms of this Agreement. The  
1275 arbitrator shall consider and decide only the particular issue  
1276 presented and the decision and award shall be based solely upon  
1277 interpretation of the application of the terms of this Agreement.  
1278  
1279 If the matter sought to be arbitrated does not involve an  
1280 interpretation of the application of the terms or provisions of this  
1281 Agreement, the arbitrator shall so advise the parties in writing.  
1282  
1283 d. The expenses of the arbitrator, including fee, shall be shared equally  
1284 by the Hospital and the Association. Each party shall be responsible  
1285 for their own arbitration expenses.  
1286

1287 G. Extension of Time Limits - Extension of days to answer or move a  
1288 grievance may be granted by mutual agreement.  
1289

## 1290 SECTION 22: DISCIPLINE AND TERMINATION

- 1291  
1292 A. Following completion of the probationary period provided in this  
1293 Agreement, a nurse shall be discharged only for just cause. Nothing  
1294 herein shall limit the Hospital's right to require employees to abide by  
1295 all reasonable rules and regulations that it may establish with respect  
1296 to the conduct of their duties and obligations as employees.  
1297  
1298 B. A nurse shall give the Hospital four (4) weeks written notice of intent  
1299 to resign.  
1300

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- 1308 C. All terminating nurses will be expected to have an exit interview with a  
1309 representative of the Human Resources Department. This interview is  
1310 conducted to insure that the employee is informed of any terminal  
1311 benefits, insurance termination and other items that must be  
1312 considered at termination. Another important purpose of the interview  
1313 is to be sure that the reason for termination is not caused by a  
1314 misunderstanding or condition which could be remedied either by the  
1315 Hospital or the nurse.  
1316
- 1317 D. In taking disciplinary action, the Hospital shall follow the principle of  
1318 progressive action directed towards the goal of correction.  
1319
- 1320 E. Nurses will be advised of their failure to meet expected standards  
1321 through the use of verbal and written warnings.  
1322
- 1323 F. Discipline shall be instituted within ten (10) working days of  
1324 management's knowledge of the infraction giving rise to the discipline.  
1325
- 1326 G. A nurse may request a Union representative or member of the local  
1327 unit to be present at investigatory meetings when disciplinary action or  
1328 termination may occur or if the Hospital is proposing change(s) in the  
1329 nurses' working conditions. The nurse may request the representative  
1330 who will arrange to attend the meeting at the appointed time and on  
1331 the representative's time away from work.  
1332
- 1333 H. Two (2) years after disciplinary warnings/counselings/coachings, a  
1334 nurse may request in writing that they be removed from nurse's  
1335 personnel file or director's file, provided that there have not been  
1336 additional disciplinary warnings/counselings/coachings of a similar  
1337 nature.  
1338

## 1339 SECTION 23: STATUS AND DEFINITIONS

1340

- 1341 A. Probationary Nurse.  
1342 All nurses covered by this agreement shall be probationary for the first  
1343 three (3) months of employment with the Hospital.  
1344
- 1345 B. Full Time Nurse.  
1346 A full time nurse is a registered nurse covered by this Agreement who  
1347 has completed the probationary period and is regularly scheduled 72  
1348 hours or more per pay period.

- 1349 C. Regular Part Time Nurse.  
1350 A regular part time nurse is a registered nurse covered by this  
1351 Agreement who has completed the probationary period and regularly  
1352 works at least 40, but less than 72 hours per pay period.  
1353
- 1354 D. Part Time Nurse.  
1355 A part time nurse is a registered nurse covered by this Agreement who  
1356 has completed the probationary period and regularly works at least 16,  
1357 but less than 40 hours per pay period.  
1358
- 1359 E. Temporary Nurse.  
1360 A temporary nurse is a registered nurse employed by the Hospital who  
1361 is hired for a period up to six (6) months, is so informed at the time of  
1362 hire and is hired for a specific project, vacancy, or to replace a nurse  
1363 on leave or vacation.  
1364
- 1365 F. Casual Nurse.  
1366 A casual nurse will be defined as one who works on an occasional  
1367 basis and is not regularly scheduled. To maintain a casual status, a  
1368 nurse must work at least seventy two (72) hours per quarter, twenty  
1369 four (24) of which must be worked on either nights or weekends if  
1370 requested by the Hospital. In areas that utilize a scheduled "on call"  
1371 system, all casual nurses will cover 3 shifts of call in addition to their  
1372 72 hours per quarter requirement.  
1373 1. When it is observed that the minimum hours are not being satisfied,  
1374 the RN involved will be notified in writing that her casual status is  
1375 terminated.  
1376
- 1377 G. Immediate Supervisor.  
1378 A nurse's immediate supervisor is the nurse's department director or  
1379 designee.  
1380
- 1381 H. It is understood that a nurse will declare the nurse's status as full time,  
1382 regular part time, part time, temporary, or casual in writing upon  
1383 employment and the nurse's status shall thereafter change only upon  
1384 written application for change approved by the Hospital.  
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1390 SECTION 24: MANAGEMENT RIGHTS

1391  
1392 A. The Association recognizes that right of the Hospital to operate and  
1393 manage the Hospital, including, but not limited to the right to require  
1394 standards of performance and to maintain order and efficiency, to  
1395 direct employees and to determine job assignments and working  
1396 schedules, to determine the kind and location of facilities, to determine  
1397 whether the whole or any part of the operation shall continue to  
1398 operate, to select and hire employees, to promote and transfer  
1399 employees, to discipline, demote or discharge employees for just  
1400 cause, to lay off employees, and to promulgate rules, regulations and  
1401 personnel policies, provided that such rights shall not be exercised so  
1402 as to violate any of the specific provisions of this Agreement.

1403  
1404 B. The parties recognize that the above statement of management  
1405 responsibilities is for illustrative purposes only and should not be  
1406 construed as restrictive or interpreted so as to exclude those  
1407 prerogatives not mentioned which are inherent to the management  
1408 functions. All matters not covered by the language of this Agreement  
1409 shall be administered by the Hospital on a basis in accordance with  
1410 such policies and procedures as it from time to time shall determine.

1411

1412 SECTION 25: SEPARABILITY

1413  
1414 A. Every clause of the Agreement shall be deemed separable from every  
1415 other clause of the Agreement and in the event that any clause or  
1416 clauses shall be finally determined to be in violation of any law by  
1417 judgment or decree or any court of competent jurisdiction, then any  
1418 such clause or clauses only, to the extent only that any may be in  
1419 violation, shall be deemed unenforceable without impairing the validity  
1420 and enforceability of the rest of the Agreement.

1421

1422 Should any article or clause, or provision of this Agreement be  
1423 declared illegal by final judgment of a court of competent jurisdiction,  
1424 such invalidation of such article, clause or provision shall not  
1425 invalidate the remaining portions hereof and such remaining portions  
1426 hereof shall remain in full force and effect for the duration of this  
1427 Agreement.

1428

1429

1430

1431 Any provision of this Agreement in conflict with any Federal or State  
1432 law presently in existence or becoming effective during the term of  
1433 this Agreement, shall be automatically superseded by the appropriate  
1434 law.

1435  
1436 Hospital and Association agree that should either be notified that any  
1437 provisions of this Agreement is in conflict with any State or Federal  
1438 statute or void because of Court Decree, that such will notify the other  
1439 thereof and will meet within thirty (30) days to negotiate an effectual  
1440 understanding with respect thereto. Provided always that the  
1441 Association will not strike and Hospital agrees not to implement  
1442 lockout practices during such negotiations.

1443  
1444 B. Captions, Titles, Paragraph Headings  
1445 Captions, Titles, and Paragraph Headings throughout this Agreement  
1446 are for convenience and reference only, and shall not be deemed or  
1447 held to explain, modify, amplify, or aid in the interpretation,  
1448 construction, or meaning of the provisions of this Agreement, not to  
1449 define, limit, or describe the scope or intent of any particular  
1450 paragraph.

1451  
1452 C. Completeness of Agreement  
1453 The parties acknowledge that during the negotiations which resulted in  
1454 this Agreement, each had the unlimited right and opportunity to make  
1455 demands and proposals with respect to any subject matter not  
1456 removed by law from the area of collective bargaining, and that the  
1457 understandings and agreements arrived at by the parties after the  
1458 exercise of that right and opportunity are set forth in their entirety in  
1459 this Agreement. Therefore, the Hospital and the Association, for the  
1460 life of this Agreement, each voluntarily and unqualifiedly waive the  
1461 right and each agree that the other shall not be obligated to bargain  
1462 collectively with the other with respect to any subject or matter not  
1463 specifically referred to or covered by this Agreement, even though  
1464 such subject or matter may not have been within the knowledge or  
1465 contemplation of either or both of the parties at the time they  
1466 negotiated or signed this Agreement.

1467  
1468 D. Past Custom and Practice  
1469 It is mutually understood and agreed by the parties that the Hospital is  
1470 not obligated to continue past customs and practices which were in  
1471 effect prior to the signing of this Agreement.

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SECTION 26: NO STRIKE OR LOCK OUT

- A. During the term of this Agreement, no nurse shall engage in and the Association, its officers, agents, representatives and members shall not directly or indirectly authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Hospital or ratify, condone or lend support to any such conduct or action.
  
- B. In addition to any other liability, remedy or right provided by law, if a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Hospital occurs, the Association shall, within twenty-four hours of a request by the Hospital:
  - 1. Publicly disavow such action by the nurses.
  - 2. Notify the nurses of its disapproval of such action and advise the nurses to cease such action and return to work immediately.
  
- C. The Hospital will not lock out nurses during the terms of this Agreement.

SECTION 27: ELECTRONIC COMMUNICATIONS

Nurses shall continue to be permitted to use the Hospital email system during nonworking time for activities covered under Section 7 of the National Labor Relations Act.

SECTION 28: TERM OF AGREEMENT

- A. This Agreement will become effective on the 1<sup>st</sup> day of December, 2017, and shall continue in full force and effect until the 30<sup>th</sup> day of November, 20120
  
- B. Either party may terminate or reopen this Agreement for modification by serving written notice on the opposite party not less than ninety (90) nor more than one hundred twenty (120) days prior to the expiration date or any anniversary of the expiration date thereafter.

1513 C. Should no accord be reached by the parties by the expiration date,  
1514 the entire Agreement shall expire on such date. The parties hereto  
1515 by written agreement may extend said period for the purpose of  
1516 reaching a new Agreement.

1517  
1518 D. Service shall be deemed complete on the postmarked date of all  
1519 notices submitted by mail or by E-Mail delivery receipt addressed to  
1520 Vice President of Patient Care and Vice President of Human  
1521 Resources hereunder.

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**This Contract was printed In-House using Union Labor**