

AGREEMENT

BETWEEN

**MONTANA NURSE'S ASSOCIATION
LOCAL UNIT #13**

AND

ST. PETER'S HOSPITAL

JUNE 1, 2017----MAY 31, 2020

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AGREEMENT

THIS AGREEMENT entered into this 1st day of June 1, 2017 by and between ST. PETER'S HOSPITAL, a Montana not-for-profit corporation, of Helena, Montana, hereinafter referred to as "Hospital", and the MONTANA NURSES ASSOCIATION, ST. PETER'S HOSPITAL LOCAL UNIT 13, hereinafter referred to as the "Association".

ARTICLE 1 – INTENT AND PURPOSE

The purposes of this Agreement are:

- 1.1 To promote good systematic labor-management relations between the employer and employees.
- 1.2 To promote a safe working environment
- 1.3 To promote the highest degree of employee morale;
- 1.4 To promote implementation of programs designed to aid employees and the Hospital in achieving mutually acknowledged and recognized objectives (e.g. orientation, floating, design of patient care and training programs);
- 1.5 To address immediately the differences arising between the Association and the Hospital related to matters covered by this labor/management agreement; and
- 1.6 To establish standards or wages, hours and working conditions for Nurses.
- 1.7 Nothing in this agreement shall preclude any RN at the Hospital from bringing a personal concern to the attention of the appropriate member of administration, without fear of penalty or reprisal, and setting such matters to the Nurse's satisfaction provided there is no conflict with the terms of this agreement.
- 1.8 All members of the bargaining unit hereinafter will be referred to as "Registered Nurse(s)" or "Employees".

ARTICLE 2 – RECOGNITION AND NONDISCRIMINATION

- 2.1 The Hospital recognizes the Association as the exclusive collective bargaining representative with respect to rates of pay, hours of employment and other working conditions for all Registered Nurses employed at the Hospital at its health care facility in Helena, Montana; but excluding Vice Presidents, Directors/Supervisors to include Nurse Educator, Infection Control Professional, Nurse Navigator(s), Wound & Ostomy Nurse, Case Manager(s), and all other employees, and supervisors as defined in the National Labor Relations Act, as amended.
- 2.2 It shall be a condition of continued employment with the Hospital that Registered Nurses covered by this Agreement shall become and remain members of the Association in good standing to the extent of paying the uniform Association membership dues or a representation fee by the ninetieth (90th) calendar day of their employment. All Nurses employed by the Hospital who are members of the Association by December 1, 1985, must continue their membership. Those Registered Nurses hired prior to December 1, 1985, who are not members of the Association by December 1, 1985, shall be exempt. Provided, such exemption shall be waived by the Registered Nurse agreeing to join the Association. Pool Registered Nurses are covered under Article 8.

- 2.3 Monthly, the Hospital will provide a list of all bargaining unit members, including name, complete mailing address, telephone number, department/unit, date of hire, and employment status to the Association. The Hospital will also provide the Association with a list of newly hired and terminated nurses. The Hospital shall supply lists electronically in the form of an Excel spreadsheet.
- 2.4 The Hospital will notify the Association #13 President and Treasurer or other Local Unit's designee, in advance, with details of the upcoming orientation to include date, time, place and the name and phone number of each new nurse. Th Local Unit may use the Hospital's mail box or locker for delivery of Agreements and notices. The Hospital will ensure that each new hire has received a copy of the current job description. The Hospital shall supply a complete list of all registered Nurses in the bargaining unit at least quarterly, such list to include the name, complete mailing address, phone number, unit, employee status, and the date of employment.
- 2.5 The Employer will deduct membership dues from the salary of each Registered Nurse who voluntarily agrees to such deduction (dues covering membership in MNA, ANA, and local unit). Authorization once filed shall be irrevocable for a period of one (1) year from the date of the signature and such authorization shall be automatically renewed for successive period of one (1) year, unless written notice of the revocation is given by the Registered Nurse to the Hospital. Withheld amounts shall be forwarded to the Association office in Helena on a bi-weekly basis following the actual withholding, together with a record of the amount and names of those for whom deductions have been made.
- 2.6 Any Registered Nurse covered by this Agreement hired after December 1, 1985, who can document a sincere religious belief in a religion which historically has held objection to any participation either financial or by membership in a professional association or labor organization will be held in compliance with this Article provided the Registered Nurse indicated in writing to the Association such objection within ninety (90) days of hire. Such Registered Nurse will be requested to present proof of having contributed an amount equivalent to annual dues, initiation or service fees to any non-religious organization of the Registered Nurse's choice.
- 2.7 Any Registered Nurse who fails to comply with the foregoing provisions shall be discharged by the Hospital no later than thirty (30) days after receipt of a written request for such discharge from the Association. Provided, however, if the affected Registered Nurse complies with the provisions of this Article prior to actual discharge, the Registered Nurse may continue in employment.
- 2.8 In the event of any discharge pursuant to the terms of this Article, the Association hereby agrees to indemnify and save the Hospital harmless from any loss as a result of such discharge.

- 2.9 The Hospital and the Association each agree that they will not discriminate against any Registered Nurse applicant or Registered Nurse employee because of race, creed, color, religion, national origin, sex, marital status, disabled status, age, membership, non-membership or protected activity on behalf of the Association, or in violation of any applicable law. Any claims of discrimination contained herein, or those that arise from situations not specifically covered by this section may be grieved by the Registered Nurse or the Registered Nurse may seek remedy under federal, state and local law. Individual claim of unlawful discrimination are not subject to the provision of Article 20 - Grievance and Arbitration, of the Agreement and may not be processed and pursued, by the Association or by an individual employee, pursuant to Article 20. Nothing in this provision prevents an employee, the Employer, or the Association from filing or contesting a claim of discrimination in an appropriate forum.
- 2.10 St. Peter's Hospital strongly believes that all employees have a right to work in an environment free of discrimination, bullying and harassment. We are committed to maintaining a harassment-free workplace and will not tolerate harassment of hospital employees by anyone including supervisors, managers, co-workers, vendors, contractors, clients, physicians, etc.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The Association recognizes the absolute and unqualified right of the Hospital to operate and manage the Hospital in its sole discretion, including but not limited to the right to determine the quality and quantity of patient care; to manage the business; to schedule work, to hire, to promote, demote, transfer, layoff, recall and discharge Registered Nurses; to discipline Registered Nurses; to determine job classifications and specification; to require observance of the Hospital rules and regulations; to maintain efficiency of Registered Nurses; and to control and regulate the use of facilities; provided such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The foregoing shall not be deemed to exclude other functions. The right to manage all aspects of the Hospital's operations shall be made in the Hospital through its Management and shall not be impaired in any way as long as the exercise of these rights will not be in conflict with the provisions of this Agreement.
- 3.2 Written rules that significantly change, augment, explain, or implement working conditions specifically covered by the terms of the Agreement shall be reviewed by the Professional Conference Committee before being posted ten (10) working days in advance of implementation, provided such written rules shall not be inconsistent with the terms of this Agreement.

- 3.3 Pursuant to the provisions of the Americans with Disabilities Act (ADA), the Hospital retains the right to directly discuss with employees reasonable accommodations to permit employees to perform the essential functions of their jobs. Such management rights shall include, but not be limited to, job restructuring, job assignment, reassignment, modified work schedules, and use of adaptive equipment devices. Further, the Hospital retains the right to take all necessary steps to comply fully with the terms of the Americans with Disabilities Act, provided, however, the Association retains the right to contest any action taken by the Hospital to comply with the ADA pursuant to the grievance and arbitration provision of the Agreement that it believe is in violation of the Agreement.

ARTICLE 4 - PROFESSIONAL RIGHTS AND RESPONSIBILITIES

- 4.1 It is the Registered Nurse's responsibility to provide the nursing care in compliance with the Montana Nurse Practice Act and the ANA Code for Registered Nurses.
- 4.2 If a Registered Nurse feels they are not qualified to temporarily transfer to a work area where the Registered Nurse has sole responsibility, and is required to transfer, the Registered Nurse shall document the event with a copy to the Department Director and one to the Professional Conference Committee using the MNA-supplied Assignment Despite Objection form.
- 4.3 The Association will encourage attendance of bargaining unit members at nursing department and shift meetings, orientation, in-service and other meetings appropriate to the Registered Nurse's Professional role.
- 4.4 By advance notice, an authorized representative of the Association shall be permitted to enter the Hospital for purpose of transaction Association business. Upon arrival, the representative shall notify the appropriate Vice President or Human Resources Director of the intent to transact and shall advice as to which department shall be visited. Such visits shall not interfere with a Registered Nurse's performance at work.
- 4.5 A new graduate may not be scheduled or required to work in an area in which the new graduate would be solely responsible for nursing care delivered, until state licensure is in effect.

ARTICLE 5 – PROTECTION FROM VIOLENCE

- 5.1 The Hospital and Association agree to establish a Workplace Violence Program (WVP) and update as needed by mutual agreement. The WVP shall be developed in collaboration with the appropriate Environment of Care Committees and shall include at least two Association representatives. Prior to publication of the policy, it shall be mutually agreed upon and be presented to PCC and implementation shall be by January 1, 2018.
- 5.2 The employer shares in the responsibility to have all violent events reported to police promptly.

- 5.3 In the event that an employee is injured in an act of violence or witnesses an employee injured in an act of violence, the employer will conduct a private meeting to offer support that is available economically, professionally, and emotionally. The employer will ensure necessary accommodations, if needed, so the employee may attend up to four (4) counseling sessions through the Employee Assistance Program at no cost to the employee and on paid time with no loss of regularly scheduled wage differentials or premium pay.
- 5.4 If a nurse is injured in the line of duty by an act of workplace violence, the Employer will pay the full cost of the employee-only health insurance coverage for up to one (1) year from the date of the injury in the event the employee is unable to return to work at full capacity. This coverage will be provided at no cost to the nurse.

ARTICLE 6 – COMPLETENESS OF AGREEMENT/SEVERABILITY

- 6.1 This Agreement constitutes the entire agreement between the Association and the Hospital, and no alteration, understanding, variation, waiver, change or modification of any terms or conditions of this Agreement shall be applicable unless agreed to in writing by the Hospital and the Association. During the term of this Agreement, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so under existing law or by the express terms of this Agreement, unless by mutual agreement of the parties.
- 6.2 The terms are intended to cover only minimum wages, hours, working conditions and other employee benefits. The Hospital may place superior wages, hours and working conditions in effect and may reduce the same to the minimums herein prescribed without the consent of the Association. Any placement of superior wages, hours and working conditions shall be applied uniformly to all bargaining unit members; any reduction to the minimums prescribed shall be applied uniformly to all bargaining unit members.
- 6.3 The Association agrees the Hospital is not obligated to continue past practices which were in effect prior to the signing of this Agreement. However, the Hospital will provide the Association notice and allow constructive input prior to the implementation of changes.
- 6.4 Every clause of the Agreement shall be deemed severable from every other clause of this Agreement; in the event any clause or clauses shall be finally determined to be in violation by judgment or decree of any court of competent jurisdiction, then any such clause or clauses, only to the extent that they may be in violation, shall be deemed unenforceable without impairing the validity and enforceability of the rest of this Agreement.

ARTICLE 7 – NO STRIKE – NO LOCKOUT

- 7.1 There shall be no strike, sympathy strike, lockouts, or other stoppages or interruptions of work during the life of this Agreement. All disputes arising out of the Agreement shall be settled by the grievance and arbitration procedures outline by this Agreement. In case of violation of this clause, the parties shall have all legal remedies available to them. Any violation of this provision by a Registered Nurse may be made the subject of disciplinary action, including discharge.

7.2 In the event there is a work stoppage or slowdown in violation of Section 7.1, the Association, its officers, directors, representatives and agents agree that they will immediately take and continue to take all reasonable steps to restore full operation, including going back to work.

ARTICLE 8– EMPLOYEE DEFINITIONS

8.1 Probationary Registered Nurse. For the first six (6) consecutive months of employment all Registered Nurses will be considered probationary. During this period the Registered Nurse may resign their position or the Hospital may terminate the Registered Nurse without further obligation. During the probationary period the Registered Nurse may be terminated without recourse to the grievance procedure. This is a trial period for both the Registered Nurse and the Hospital to determine suitability and interest in the work and to provide the opportunity for adjustment. The Hospital may extend the probationary period for three (3) additional months and will notify the Union of the extension. Upon completion of the probationary period, the Registered Nurse’s anniversary date shall relate back to the beginning date of employment for the accrual of seniority. If the Hospital determines the Registered Nurse has not successfully completed the extension of the probationary period, the Registered Nurse may be terminated under the Probationary Period guidelines.

8.2 A Registered Nurse’s full-time equivalent status (FTE) is determined by the position offered at time of employment or transfer or other mutual agreement between the Hospital and the Registered Nurse. A Registered Nurse must regularly be available to be scheduled for work the number of hours that are designated by the Registered Nurse’s FTE status as described in Article 9 of this contract. The Hospital in its sole judgment determines the FTE Assignment of all posted positions.

<u>Hours Scheduled:</u> <u>Status</u>	<u>FTE</u>	<u>Per Pay Period</u>
Regular Full-Time	1.0	80
Regular Full-Time	.9	72
Regular Full-Time	.8	64
Regular Full-Time	.75	60
Regular Part-Time	.7	56
Regular Part-Time	.6	48
Regular Part-Time	.5	40
Regular Part-Time	.45	36
Regular Part-Time	.4	32
Part-Time Partial Benefits	.3	24
Part-Time Partial Benefits	.2	16
Part-Time Partial Benefits	.15	12
Part-Time Partial Benefits	.1	8

8.3 Scheduling above pool or FTE requirements in a specific department greater than 6 months requires assessment of potential FTE position if no FTE is currently posted in that department. The V.P. of Nursing will report pool utilization to the PCC every quarter.

- 8.4 [Regular Full-Time Registered Nurses](#) shall receive all benefits covered by all sections of this Agreement.
- 8.5 [Regular Part-Time Registered Nurses](#) shall receive all benefits for part-time Registered Nurses covered by this Agreement.
- 8.6 [Part-Time Partial Benefit Registered Nurses](#) shall receive base wage per Schedule A, prior experience recognition, appropriate shift differentials, on-call pay, time and one-half (1-1/2) for holidays, weekend bonus, personal leave, any applicable overtime and seniority. Part-time partial benefit Registered Nurses shall be covered by all other sections of this Agreement except additional economic fringe benefit.
- 8.7 [Pool](#) All pool Registered Nurses will be under the direction of the department specific Director. A Pool Registered Nurse receives base wage per Schedule A, prior experience recognition, appropriate shift differentials, on-call pay, time and one-half (1-1/2) for holidays and overtime for hours worked in excess of forty (40) per work week and accrue seniority. All Pool Registered Nurses will receive a salary differential of 10% of the Registered Nurse's base wage rate for each hour worked as a Pool Registered Nurse. Pool Registered Nurses shall be covered by other applicable sections of this Agreement including association membership. RNs with an FTE in a specific department, who are willing to pick up additional hours, are not considered pool Registered Nurses.
- 8.8 [Pool scheduling](#): Pool Registered Nurses are required to submit a calendar of availability to the department specific Director two (2) weeks in advance of the schedule being posted to supplement work schedules but will not be guaranteed hours worked. Formal orientation of pool will be provided. Pool Registered Nurses must maintain same departmental competencies in their area(s) of work.

Minimum Pool Scheduling requirements include:

- a. Based on notification of an MNA vote of unit-specific RNs once per contract term, either;
 1. Three scheduled shifts per six (6) week schedule, including two shifts in the same weekend not necessarily consecutive based on the cut-off dates of the scheduling period, which is defined as a Saturday and Sunday for day shift, or Friday and Saturday for night shift.
 2. Three scheduled shifts per six (6) week schedule, including two weekend shifts not necessarily consecutive, which is defined as Saturday and Sunday for day shift, or Friday and Saturday for night shift.
- b. Pool Registered Nurses are scheduled for two major holidays per year. A Registered Nurse who worked the same holiday the previous year will have priority having the holiday off.
- c. Failure to comply with pool requirements will result in termination from the Pool.

- 8.9 Patient Care Services (PCS) Registered Nurse: PCS Registered Nurses are available to float to all nursing departments for which they are oriented and have completed the required competencies to work in a particular department. Basic competencies are to be determined by each department and an advanced skill level to be determined so that the PCS Registered Nurse is regularly scheduled and has an assigned FTE status. The PCS Registered Nurse is scheduled through Patient Care Services to supplement the staffing in Nursing Departments. A PCS Registered Nurse shall receive all benefits according to the assigned FTE status. This includes rotation house-wide for low census, displacement issues, job postings and seniority issues.

It is the right and responsibility of the Directors of each department to determine what the required competencies/skill mix is for their departments. Displacement of any Department Registered Nurse can only occur when a PCS Registered Nurse has met all competencies to work in that department. The Director of the department shall be the one deemed to determine competency and skill level for working in their department.

- 8.10 Temporary Registered Nurse. A temporary Registered Nurse who is hired for a specific limited time period, not to exceed three (3) months, to temporarily fill a vacant position. A Temporary Registered Nurse receives the base wage per Schedule A, prior experience recognition, appropriate shift differential, on-call pay, time and one-half (1-1/2) on holidays, and any applicable overtime. Temporary Registered Nurses shall be covered under the other provisions of this Agreement, except additional economic, fringe benefits or seniority. However, if a currently employed bargaining unit Registered Nurse is hired to fill a temporary position, the Registered Nurse shall continue to receive all wages, benefits, and seniority as if the Registered Nurse were at the former status. At the end of the temporary position (up to three (3) months), the Registered Nurse will be returned to the former position. If a currently employed pool Registered Nurse is hired to fill a temporary position, the Registered Nurse shall receive regular base wages plus a 10% salary differential.
- 8.11 Nothing contained in this Article shall prevent the increase or decrease in the scheduled number of shifts, temporarily or permanently, provided there is a mutual agreement between the Hospital and the affected Registered Nurse.
- 8.12 FTE status is for purposes of scheduling and is not a guarantee of hours to be worked or actually worked.
- 8.13 Agency and pool Registered Nurses shall not displace any Registered Nurse who holds an FTE position on their regularly scheduled shift and/or unit for which the Registered Nurse is qualified to work. In the event of unfilled vacancies where a schedule cannot be covered by currently employed Registered Nurses scheduled at their assigned FTE status, the Hospital will first offer additional shifts to Department Registered Nurses, then will offer additional shifts to other Association Registered Nurses currently employed by the Hospital, whose clinical skills and experience meet the needs of the affected area provided no overtime results. An Agency Registered Nurse will not displace an Association Registered Nurse scheduled for the shift in an excused leave assignment due to low census. The Hospital retains the right to use the Agency Registered Nurse as supplementary staff during low census shift. The Hospital will attempt to complete work schedules utilizing Association Registered Nurses prior to hiring agency.

ARTICLE 9 – HOURS OF WORK

- 9.1 This Article is intended to define the normally scheduled hours of work and does not constitute a guaranteed workday or workweek.
- 9.2 The normal work period is a regularly recurring period of fourteen (14) days which fall consecutively. Upon authorization by the Registered Nurse, the Hospital shall direct deposit the Registered Nurse's pay in an account in a financial institution of the Registered Nurse's choice every other Thursday for the prior two (2) week work period that begins at 12:01 am Sunday and ends fourteen (14) days later at 12:00 pm Saturday.
- 9.3 Currently existing start-up times shall be maintained. Other start-up times may be implemented as long as there is mutual agreement between the Hospital and affected Registered Nurse(s), except in cases of limited emergency situations.
- 9.4 A workday is a regular recurring period of twenty-four (24) continuous hours commencing on the first day of a work week.
- a. A workday may consist of eight (8) hours work completed in eight and one-half (8-1/2) consecutive hours.
 - b. A workday may consist of ten (10) hours work completed in ten and one-half (10-1/2) consecutive hours.
 - c. A workday may consist of twelve (12) hours work completed in twelve and one-half (12 ½) consecutive hours.
 - d. Each Registered Nurse will be designated as an eight (8) hour, ten (10) hour, or twelve (12) hour shift.
 - e. The Hospital may establish alternative shift schedules. Shift schedules for the purpose of this section means day shift vs. night shift or vice versa. The introduction of alternative schedules on a nursing unit shall not in itself result in any increase in budgeted hours. The Hospital shall determine the number of positions in the nursing units available for alternative schedules. Alternative schedules will require mutual agreement.
 - f. **Break periods.**
 1. Twelve (12) hour shifts. One (1) thirty (30) minute unpaid meal break and three (3) fifteen (15) minute paid breaks. The Registered Nurse may combine one (1) fifteen (15) minute break with the thirty (30) minute unpaid meal break for a forty-five (45) minute break. The timing of breaks are subject to the staffing needs of the department.
 2. Ten (10) hour shifts. One (1) thirty (30) minute unpaid meal break and two (2) fifteen (15) minute paid breaks. The timing of breaks are subject to the staffing needs of the department.

3. Eight (8) hour shifts. One (1) thirty (30) minute unpaid meal break and two (2) fifteen (15) minute paid breaks. The timing of breaks are subject to the staffing needs of the department.
4. Four (4) to six (6) hour shifts. A Registered Nurse working four (4) or six (6) hour shifts would assume the break schedule of other Registered Nurse's on the units for that particular shift.
5. If a break is unfeasible due to extenuating circumstance and the Registered Nurse does not receive an unpaid, uninterrupted thirty (30) minute meal break relieved of nursing responsibilities, the Registered Nurse will be compensated for the half hour as time worked or shall be allowed to leave one-half (1/2) hour early; no additional pay will be given for missed breaks, since this time is already considered time worked.

g. **Personal Leave & Extended Illness.**

1. Personal Leave. Registered Nurses will use personal leave for holidays, sick time, low census, and vacations to reach their current FTE (See Article 12 on ELP and ELU for more information on low census). For Registered Nurses working twelve hour shifts, a personal leave day will consist of twelve (12) hours personal leave. For Registered Nurses working ten (10) hour shifts, a personal leave day will consist of ten (10) hours personal leave. Registered Nurses working alternative schedules shall accrue personal leave at same hourly rate as regular shift Registered Nurses.
2. A Registered Nurse who works twelve (12) hour shifts may use extended illness hours after the Registered Nurse is absent from performance normal work duties for a period of three (3) consecutive days due to an illness or injury and is on an approved medical leave through Employee Health. A Registered Nurse who works ten (10) hour shifts may use extended illness hours after the Registered Nurse is absent from performing normal work duties for a period of four (4) consecutive shifts due to illness or injury and is on an approved medical leave through Employee Health. A Registered Nurse who works eight (8) hour shifts may use extended illness hour after the Registered Nurse is absent from performing normal work duties for a period of five (5) consecutive shifts due to illness or injury and is on an approved medical leave through Employee Health.
3. Sick leave, excused and unexcused absences, shall follow current hospital policy as covered in the Employee Illness Policy #130-0020 and the Attendance Policy # 130-0001, and the Personal Leave & Extended Illness Policy #130-0053, except where the policy differs from this Agreement. In the interest of health privacy, nurses calling off sick will indicate whether or not the illness is a communicable disease/viral syndrome. No further health information should be requested or provided. Sick leave call-offs are for the length of time of the entire shift and on-call status if the nurses shift is immediately followed by being on-call.

- h. Consecutive Work Days. Registered Nurses scheduled to work three (3) twelve-hour shifts in a seventy-two (72) hour period shall have a minimum of forty-eight (48) consecutive hours off, unless mutually agreed otherwise.
 - i. Switching of Schedules. A Registered Nurse may switch schedules with other Registered Nurses with the prior approval of the Registered Nurse's supervisor who schedules that area. Switching shall not result in overtime if it is for the convenience of the Registered Nurse(s) involved.
- 9.5 Registered Nurses shall be compensated at their regular rate of pay for all time spent in meetings requested by the Hospital. Registered Nurses who come in for the meeting only shall be compensated for one (1) hour or the actual time spent in the meeting, whichever is greater.
- 9.6 A Registered Nurse who is called for jury duty service shall be excused from work for the time period for which the Registered Nurse serves and shall be paid the regular rate of pay based on scheduled hours missed due to jury duty. Such hours shall not count towards overtime. In order to be eligible for such payments, the Registered Nurse must furnish a written statement from the appropriate public official to the Registered Nurse's supervisor as soon as possible showing the date and time served. Any Registered Nurse called for jury duty who is temporarily excused from attendance at court must notify the Department Manager to determine whether or not to report for work. However, under no circumstances, unless by mutual agreement between the Hospital and Registered Nurse, should the total combined hours of jury duty and hours worked exceed the hours of the Registered Nurse's regular shift.
- 9.7 Registered Nurses who are required to testify in court on Hospital-related business shall receive their regular rate of pay for all time they are required to be away from assigned work by giving of such testimony. This time shall be counted as hours worked in computing overtime pay. Provided, however, Registered Nurses who appear as a witness for a party adverse to the Hospital in any proceedings shall not receive pay for the time spent testifying, nor shall the time be counted as time worked.

ARTICLE 10 – OVERTIME

- 10.1 A Registered Nurse shall be compensated at one and one-half (1-1/2) times the regular straight time hourly rate of pay including differentials provided in this Agreement as follows:
- a. For a Registered Nurse whose normal workday consists of eight (8) hours, hours worked in excess of eight (8) hours per day or in excess of eighty (80) hours in a two (2) week pay period
 - b. For a Registered Nurse whose normal work day consists of ten (10) hours, hours worked in excess of ten (10) hours in a work day.
 - c. For a Registered Nurse whose normal work day consists of twelve (12) hours, hours worked in excess of twelve (12) hours in a work day.

- d. For all four (4), six (6), ten (10) and twelve (12) hour shift Registered Nurses, hours worked in excess of forty (40) hours in a work week.
 - e. Overtime is not to apply to vacancies that have been created due to vacation, previously known illness or leave of absence, but only to cover unexpected staff absences on a shift by shift basis.
- 10.2 If overtime is necessary to maintain the level of patient care, the Hospital will first ask for volunteers to work overtime. The Hospital promotes safe and effective nursing practice in the interest of protecting public health and welfare. The Hospital recognizes the professional responsibilities of Registered Nurses to accept or decline overtime assignments based on their self-assessment of their ability to provide safe care. In the event a Registered Nurse feels physically or mentally unable to provide appropriate care, including unable to provide appropriate care with the assistance of others, the Registered Nurse will review this assessment with the Registered Nurse's supervisor for the purpose of problem-solving. However, no Registered Nurse will be required to work overtime except in emergency or disaster situations. Overtime will not be compounded or pyramided. For all hours worked during the on-call period appropriate differentials shall be in effect for the hours actually worked.

ARTICLE 11 – SCHEDULING AND TIME AND ATTENDANCE

- 11.1 Schedules shall be posted as a four (4) to six (6) week period, two (2) weeks in advance of the first workday scheduled. A Registered Nurse requesting time-off must submit a request in writing to the immediate supervisor at least one (1) week before the schedule is posted. Registered Nurses will be scheduled four (4) holidays per year, or less if department allows with each department maintaining core staffing during holidays. Registered Nurses may request specific holidays off. Requests will be honored as staffing permits. A Registered Nurse who worked the same holiday the previous year shall have priority of having that holiday off. The Hospital may honor requests for holidays off in other manners if mutually agreed upon by the Registered Nurses in the affected departments.
- 11.2 Registered Nurses shall receive a weekend differential of:
- \$0.50 per hour for all defined weekend hours worked through Sept. 2, 2017.
 - \$1.50 per hour for all defined weekend hours worked effective Sept. 3, 2017.
 - \$1.75 per hour for all defined weekend hours worked effective the first full pay period of June 2018.

Weekend Bonus effective until Sept. 2, 2017, after which the bonus program is terminated: Registered Nurses who work weekend hours will be paid a quarterly bonus for eligible weekend hours worked in the previous quarter. The weekend bonus will be paid as follows for (8), (10), and twelve (12) hour shifts: For every three (3) full, eight (8) hour increments worked greater than 120 weekend hours in a quarter, the Registered Nurse will be paid eight (8) hours of pay at their base rate of pay up to a maximum of 24 hours of pay. To accrue credit for weekend bonus, the majority of hours must be worked during the defined weekend hours.

Eight (8) Hour Registered Nurses and ten (10) hour Registered Nurses shall not be scheduled more than two (2) weekends out of four (4) per four (4) week schedule and twelve (12) hour Registered Nurses shall not be scheduled more than one (1) weekend out of three (3), unless mutually agreed by the affected Registered Nurse and the Hospital.

- a. Weekend hours are defined as beginning at 1900 on Friday and ending at 1900 on Sunday.
- b. Required weekends are not to be split unless mutually agreed by the affected Registered Nurse and the Hospital.

11.3 The Hospital may provide other scheduling arrangements than those set forth above including, but not limited to additional weekend shift, rotating shift or split shifts, if mutually agreed upon by the Registered Nurse(s) affected. Once a six (6) week schedule has been posted, changes shall not be made by the Department Manager or Supervisor without the consent of the Registered Nurse affected. Registered Nurses regularly assigned to a department shall have preference of vacant shifts existing at the time the schedule is posted, provided overtime pay will not result, prior to assigning a Pool Registered Nurse.

11.4 Exchange of scheduled shifts and/or days off may be arranged as long as the Registered Nurse has an equally qualified replacement and secures the approval of the appropriate Supervisor at least twenty-four (24) hours in advance when possible, and overtime pay will not result.

11.5 [Plus Shift Guidelines](#): The purpose of these guidelines is to promote good stewardship and fair practices, with a mature approach toward maintaining cooperation among team members. Critical thinking will be applied in each situation. These guidelines, even though not explicit in minute detail, are intended to be interpreted, accepted and applied in the spirit of good stewardship.

- (1) Extra shifts – above FTE- will be marked on the master schedule with a “+” sign.
- (2) Plus (+) shifts are not automatically paid time and one half.
- (3) Time and one half pay offers will be reserved for covering sick calls, increase in census, or Director discretion. (See Article 10 Overtime and Pay Plan Rule K)
- (4) Staff working the plus (+) shift will be the first one called off. Supervisors may ask the plus (+) shift nurse if they will float.
- (5) If plus (+) shift nurse wants to work and another staff member has requested on call, the request for on call will be granted as long as the plus (+) shift nurse will not fall into overtime and is scheduled to work within the same department as the nurse requesting on call.
- (6) Plus (+) shifts do not count as an EL/OC turn, but will count as a float turn if volunteers to float.
- (7) Excused Leave/On Call is instituted by skill mix, overtime nurses, requests/volunteers, pool nurses (Article 12 Low Census Days)
- (8) Under special circumstances skill mix may take precedent over float rotation as stated above.

- 11.6 All Registered Nurses are responsible to record hours worked using the Hospital's designated time and attendance system. Falsification of time and attendance records will be grounds for corrective action.
- 11.7 If a paycheck error occurs, the Registered Nurse must notify the Supervisor as soon as possible. The Supervisor shall initiate a payroll correction if necessary. No change shall be made in the Registered Nurse's time and attendance records without consulting the Registered Nurse about the changes, except in situations where the affected Registered Nurse is unavailable for consultation. Registered Nurses are required to sign off approval of their hours on the Kronos page before it is submitted to their Director. If the timecard is not approved by the Registered Nurse then a check for the correct amount will not be cut in three (3) calendar days but rather paid out on the next regular pay check.

ARTICLE 12 – LOW CENSUS DAYS

- 12.1 Due to fluctuating patient census, it may become necessary to reduce staff on a day-to-day basis, while at the same time keeping an adequate number of Registered Nurses (full-time and part-time) available with the qualifications necessary to accommodate the patients in the Hospital. Low census reduction shall be instituted in the following order: Skill mix, Overtime Registered Nurses, Plus Shift Nurse, requests/volunteers, Pool Registered Nurses, all other Registered Nurses as determined by rotation within the Nursing Departments. Rotation is based on date of EL/low census and logged in each individual department. If two or more Registered Nurses have the same EL date, the Registered Nurse with the most house-wide seniority shall have the option to take the EL, day or stay and work.

It is the responsibility of the Registered Nurses within those departments to make sure their dates are correct and logged in appropriately.

Excused Leave Paid (ELP) and Excused Leave Unpaid (ELU) should be used in the case of low census to bring the employee's paid hours up to, but not exceeding, the hours appropriate to their current FTE status.

- 12.2 Low census days shall be considered either paid or unpaid excused time off at the Registered Nurse's discretion. The Registered Nurse is accountable for requesting paid time, and must communicate the request to the department Director. If a Registered Nurse is called off for low census days, the Registered Nurse will continue to accrue all paid benefits for the days off.
- 12.3 The Hospital will attempt to give Registered Nurses at least one (1) hours notice not to report to work as scheduled. Registered Nurses will attempt to give the Hospital at least two (2) hours' notice when not able to report to work. Registered Nurses reporting at their regularly scheduled time and who then are asked to go home upon arrival due to low census shall receive one (1) hour of pay. When a Registered Nurse is requested by the Hospital to go home during a four (4), six (6), eight (8), ten (10), or twelve (12) hour shift due to lack of work, the Registered Nurse will be paid for actual time worked, with a minimum of one (1) hour.

- 12.4 Registered Nurses assigned a low census day off shall not be required to remain available beyond the time the Registered Nurse is called off. The Hospital may request the Registered Nurse to be “on call” for a scheduled shift. If on-call, the Registered Nurse receives call pay and, if the Registered Nurse is called in, the Registered Nurse receives one and one-half (1 ½) times base pay for hours worked when called-in. The Hospital may ask the Registered Nurse to work for straight time if called in before the start of the scheduled shift. The Registered Nurse has the right to deny the request of straight time.
- 12.5 Pool Registered Nurses shall not be called in or assigned work in departments where Registered Nurses who have been assigned low census days off are qualified, oriented, available for work, and have notified the Administrator of the Day or the Administrative Manager. Registered Nurses who have been assigned low census days from their regularly assigned departments shall be offered shifts in other departments where they are qualified and oriented to work before Pool Registered Nurses are assigned to that department.
- 12.6 During period of extreme low census when more than two (2) low census days per pay period are being taken by full-time and part-time Registered Nurses, either the Association or the Department Manager shall initiate a meeting to discuss and develop a staffing plan.

ARTICLE 13 – SENIORITY, LAYOFFS AND JOB POSTINGS

- 13.1 Registered Nurses shall accrue seniority on a house-wide basis. Seniority shall be defined as the Registered Nurse’s length of continuous employment with the Hospital from the most recent date of hire subject to the following:
- a. Seniority credit shall be given for continuous employment at the Hospital in any position held prior to August 11, 1987.
 - b. Seniority credit shall only be given for continuous employment at the Hospital in bargaining unit positions for service occurring on August 11, 1987, and after.
 - c. Seniority shall cease upon termination.
- 13.2 A Registered Nurse moving from a bargaining unit position to a supervisory or non-bargaining unit position shall have seniority frozen at the time of such status change and shall not accrue additional bargaining unit seniority for any continuous employment period while serving in a supervisory or non-bargaining position. A supervisory Registered Nurse shall be permitted to utilize accrued and frozen seniority once the Registered Nurse has successfully bid on a position in the bargaining unit. The Supervisory or non-bargaining Registered Nurse, shall be considered as an external candidate for any posted position and shall wait 10 days from posting date prior to applying.
- 13.3 If in the Hospital’s judgment a layoff becomes necessary, the Hospital will determine the services and/or level of patient care to be provided and the staffing structure which will best meet these objectives. The Hospital will meet with the Association to authenticate an accurate seniority list.

- 13.4 In the event of a layoff, the Hospital will determine which Registered Nurses will be retained based on the determination of services and/or level of patient care to be provided. Provided the qualification and abilities are approximately equivalent, the Registered Nurse(s) in the affected department with the least seniority will be the first laid off. Before any seniority Registered Nurse(s) is laid off, the Hospital shall first lay off probationary Registered Nurses, then temporary Registered Nurses, then Pool Registered Nurses in the affected departments. This Hospital shall be the judge of qualifications and ability.
- 13.5 Laid off Registered Nurses and the Association will receive a written notice of at least thirty (30) calendar days prior to the effective date of layoff. Occurrence of a major Hospital facility disaster waives this notice requirement. A layoff is defined as a separation from employment for fourteen (14) calendar days or more for reasons not reflecting discredit on a Registered Nurse originally scheduled.
- 13.6 At a Registered Nurse's option, all or part of accrued personal leave may be taken during a layoff at a rate based on the Registered Nurse's FTE. Registered Nurses laid off prior to completion of the Registered Nurse's probationary period will not suffer loss of personal leave hours if the Registered Nurse is recalled within nine (9) months.
- 13.7 Insurance coverage may be continued during a layoff up to nine (9) months, provided the Registered Nurse pays the full premium cost by the tenth (10th) calendar day of each month, unless the Registered Nurse is receiving personal leave, in which case all economic and fringe benefits shall apply.

A Registered Nurse who is laid off shall have the first opportunity in the order of seniority to bump into the position of the least senior Registered Nurse in any of the nursing units, provided the Registered Nurse is qualified (upon completion of an orientation as provided in Article 23.3) to perform the work. Upon completion of the orientation period, the Hospital shall be the judge of qualifications and ability.

- 13.8 If there is a need to hire for a bargaining unit position, the Hospital will first post the opening according to the provisions of Article 11.11. If openings remain after this procedure, the Hospital shall first recall in writing laid off Registered Nurses in order of seniority, provided the Registered Nurse is qualified to perform the work involved (upon completion of an orientation as provided in Article 2.3.). Upon completion of the orientation period, the

Hospital shall be the judge of qualifications and ability. A Registered Nurse who is passed over retains the position on the recall list. If no recall occurs within nine (9) months of layoff, a Registered Nurse will be terminated.

- 13.9 Registered Nurses on layoff status shall keep the Human Resources Department aware at all times of their recall availability and current address and telephone number. Job vacancies shall be mailed to Registered Nurses who have been laid off.

- 13.10 Openings will be posted house-wide for seven (7) days before being posted externally. Intradepartmental Registered Nurses who apply shall be awarded the position according to Hospital-wide seniority. An intradepartmental Registered Nurse is defined as a Registered Nurse who is currently oriented to, and can presently function in the position which is posted. The Hospital retains the right to determine qualifications and ability.

Applications shall be submitted to the Human Resource Department within the seven (7) day posting period. Registered Nurses who apply shall be awarded the position based on skill, training, and current ability to perform the duties required by the position. The Hospital shall consider all qualified candidates for a posted position, including out-of-house applicants, but will attempt to fill positions with current in-house Registered Nurses.

The posted position will be awarded to either a current FTE Intradepartmental Registered Nurses, or to POOL Intradepartmental Registered Nurses, then offered to house wide Registered Nurse applicants. Intradepartmental departments are defined as:

- Emergency Department Includes: SPH Urgent Care and Trauma Nurse Coordinator
- Intensive Care Unit (ICU)
- Surgical
- Oncology
- Medical
- Dialysis
- Operating Room and PACU
- Same Day includes: Scope nurses, OR admitting, DI recovery, and IPM (pain management)
- Specials Cardiac Cath Lab
- Diagnostic Imaging (DI)
- PCS Nurses
- Home Health
- Hospice
- Cancer Treatment Center
- Cardiac Pulmonary Rehab
- Women and Children's areas include:
 - OB Track includes labor and delivery; antepartum, postpartum, couplet care, nursery, WAC OR and recover.
 - Pediatrics Track includes pediatrics, postpartum, couplet care, nursery, and NICU

- 13.11 Each Registered Nurse who commits to a position shall be required to work in that department for a period of six (6) months before bidding for a position in a different department unless otherwise agreed upon by the Hospital.

- 13.12 In-house applicants for a position shall be notified in writing of their acceptance or rejection within five (5) calendar days after the position is awarded.

- 13.13 Upon notification of acceptance to a position, a Registered Nurse shall assume that position within thirty (30) calendar days, unless other mutually agreed upon time frame. Guidelines for internal transfer shall apply.
- 13.14 Upon signing this Agreement and quarterly thereafter, the Hospital shall furnish to the Association a complete and accurate house-wide seniority list, including bargaining unit seniority, hire date and status of all Registered Nurses covered by this Agreement.
- 13.15 The Hospital is required to post a pool position.
- 13.16 Nothing contained in this Article shall prevent the Hospital from temporarily replacing a position during a leave of absence, medical leave, or during the job posting process.
- 13.17 The Hospital will make every reasonable effort, insofar as it is practicable, to avoid layoffs and daily cancellations. Such efforts may include cross-training, the use of attrition, and shifting of job duties. Nothing in this provision is intended to contradict the Hospital's rights to direct and assign staff as provided in Article III, Management's Rights.

ARTICLE 14 – TERMINATION OF EMPLOYMENT

Employment shall terminate and seniority ceases if a Registered Nurse:

- a. Resigns or retires;
 - b. Is discharged;
 - c. Fails to advise the Hospital of intent to return to work within three (3) working days after receiving a notice of recall from layoff directed to the Registered Nurse's last known address;
 - d. Fails to report to work as agreed following layoff;
 - e. Fails to report to work following expiration of a leave of absence or medical leave;
 - f. Works for another employer during a leave of absence except education leaves or leave as allowed in Article 14.5; or
 - g. Is not recalled within nine (9) months of layoff.
- 14.1 The occurrence of a, c, d, e, f, and g in Section 12.1 constitutes voluntary termination.
- 14.2 Registered Nurse voluntarily terminating will be expected to have an exit interview with a representative of the Human Resources Department. A Registered Nurse other than voluntarily terminating may schedule an exit interview with the Hospital.
- 14.3 Registered Nurse are requested to give the Hospital thirty (30) days written notice of intent to terminate. Nurses shall give the Hospital at least two (2) weeks written notice.

- 14.4 A Registered Nurse, upon request at reasonable intervals and by appointment, shall be permitted to examine at the Human Resources Office the Registered Nurse's entire personnel file and if requested, obtain a copy, with the exception of references.. In addition, at any time when necessary for processing a grievance, the Registered Nurse and if the Registered Nurse requests, an Association representative, together, may examine and copy such documents in the Registered Nurse's personnel file relevant to the subject matter of the grievance and not confidential or privileged.

ARTICLE 15 – PERSONNEL EVALUATIONS

- 15.1 The Registered Nurse will receive a performance and competency evaluation five (5) months after date of hire and an annual evaluation thereafter based on the date of hire. Thereafter, evaluations will be written in the anniversary month or annually according to hospital policy.
- 15.2 Evaluations are to be performed within one (1) month from their due date, and turned in to the Human Resources Department for inclusion in the Registered Nurse's personnel file and a copy to the Registered Nurse. Evaluations shall be discussed with the Registered Nurse in a private conference away from the work area and relieved of patient care responsibilities. Registered Nurses shall have the option of completing the self-evaluation form prior to the session. If more than one (1) management representative is present during the oral evaluation, the Registered Nurse may arrange to have a bargaining unit representative present as an observer only.
- 15.3 The Registered Nurse will have an opportunity to add any comments to the evaluation and will acknowledge the evaluation by signature to indicate only that it has been reviewed, and not necessarily agreed with.
- 15.4 License and certifications: It is the nurse's responsibility to maintain licensure and certification and provide documentation to Human Resources. Registered Nurses will not work until license is active/current and documentation has been provided to Human Resources.

ARTICLE 16 - LEAVES OF ABSENCE

- 16.1 A Leave of Absence is defined as a request for time off in excess of two (2) weeks. All requests for leave of absence, including those for education purposes, shall be presented in writing to the Registered Nurse's Department Manager as far in advance as possible. All requests for leaves of absence must be submitted in writing to the Registered Nurse's Department Director/ Supervisor in advance of the requested beginning date of the leave unless circumstances prevent such notice. Each case shall be approved by the Department Director/ Supervisor based on its own merits on a case-by-case method. Requests for more than three (3) months must also be approved by the Chief Nursing Officer.

- 16.2 Insurance coverage may be continued during a leave of absence, Medical Leave or FMLA Leave. A Registered Nurse taking Personal Leave/ extended illness shall continue to receive all economic and fringe benefits provided for in this Agreement. At such time Personal Leave (extended illness, if applicable) is depleted, the Registered Nurse may continue insurance provided the Registered Nurse pays the employee's portion of any group insurance premiums. Payment is due when returning to work. A grace period of thirty (30) days to make premium payments will be granted. In cases where full payment isn't possible in thirty (30) days, the nurse will set up a payment arrangement with Human Resources within fifteen (15) calendar days upon return to work. A Registered Nurse on leave shall continue to accrue seniority.
- 16.3 A Registered Nurse who returns to work immediately upon the termination of a leave of absence will be returned to the former position and salary. If the leave lasts longer than what was approved, a reasonable attempt will be made to return the Registered Nurse to a job of like status and pay; however, such placement can not be assured. A Registered Nurse's FTE status during a leave of absence will be the FTE component in effect at the time the leave begins. Benefit cost will be calculated assuming the Registered Nurse used Personal Leave at a rate based on the Registered Nurse's FTE. At a Registered Nurse's option, the Registered Nurse may elect to use Personal Leave during the leave of absence at a rate other than the Registered Nurse's FTE, providing the request is made in writing at the beginning of the leave, and the rate is constant throughout the leave. A Registered Nurse may not use an alternative rate of Personal Leave payment to reduce any obligations on the Registered Nurse's part for self-payment of benefits during a leave of absence.
- 16.4 [Military leaves](#) shall be granted according to the provisions of the U.S. Selective Service laws, 38 U.S.C. Section 2021. Military leaves are without pay; however, the Registered Nurse may choose to take Personal Leave.
- 16.5 Failure to return to work from a leave of absence upon expiration or give written notice of inability to do so shall be considered a voluntary resignation. Continuation of a leave beyond the original date of expiration shall be at the discretion of the Hospital.
- 16.6 [Bereavement Leave](#): Bereavement Leave is leave with pay, not to exceed a maximum of twenty-four (24) hours, FTE prorated, for regularly scheduled work hours missed in the event of death in the immediate family (husband, wife, mother father, mother-in-law, father-in-law, children, step-children, brother or sister, grandmother, grandfather). Such excused absence shall be with the pay at the employee's base rate of pay. Hospital may require documentation from the Registered Nurse to support a request for bereavement leave. If the Registered Nurse has been scheduled for overtime work, the Registered Nurse will not be compensated for that time lost. A Registered Nurse may take additional Personal Leave time or unpaid leave if no Personal Leave time is available.

ARTICLE 17 - MEDICAL LEAVE/PARENTAL LEAVE

- 17.1 Medical Leave follows current Hospital policy as covered under Medical Leave (Employee Health) Policy #130-0015 and Family and Medical Leave Act (FMLA) Policy #130-0027.
- 17.2 A Registered Nurse's FTE status during a medical leave will be the FTE component in effect at the time the medical leave begins. Benefit cost will be calculated assuming the Registered Nurse used personal leave at the rate based on the Registered Nurse's FTE. At the Registered Nurse's option, the Registered Nurse may elect to use Personal Leave during a medical leave or parental leave at a rate other than the Registered Nurse's FTE, providing the request is made in writing at the beginning of the leave, and the rate is constant throughout the leave. A Registered Nurse may not use an alternative rate of Personal Leave payment to reduce any obligations on the Registered Nurse's part for self-payment of benefits during a medical leave of absence.
- 17.3 A Registered Nurse who returns to work immediately upon the termination of a medical leave lasting no longer than ninety (90) calendar days will be returned to the Registered Nurse's former position and salary. In situations where a medical leave lasts longer than ninety (90) calendar days, a Registered Nurse may apply in writing to Human Resources for an extension of medical leave in ninety (90) day increments up to one (1) year total leave. During this period, up to one (1) calendar year of leave, a reasonable effort will be made to return the Registered Nurse to a position of like status and pay; however, such placement cannot be guaranteed. If the Registered Nurse is unable to return to work by the end of the medical leave extension, including use of any donated Personal Leave time, the Registered Nurse's employment will be terminated.

An employee who returns to work at the conclusion of or before exhausting his/her medical leave or parental leave shall be entitled to return to the same position or a similar position at the same rate of pay, unless business necessity required that the Hospital not hold his/her position (e.g., the employee's job has been eliminated during the leave due to reduction in force or reorganization, the employee's job could no longer be held open without imposing an undue hardship on the hospital).

- 17.4 Accrued extended illness hours may be used for maternal adoptive leave.

ARTICLE 18 – COLLABORATIVE COMMUNICATION

- 18.1 **Crucial Conversation:** Crucial conversations are the front lines in making corrections and/or reaching understanding and resolutions. It is an option that precedes the grievance process. Crucial conversations are not documented, disciplinary, or investigatory for the purpose of discipline. The RN, Unit Manager or Director may attempt to resolve issues by initiating a crucial conversation. Within five (5) business days a resolution will be agreed upon or an extension may be granted. Crucial conversations shall mean a conversation between an RN, or group of RNs, and a unit Director/Manager for the purpose of proactively addressing issues promptly that arise in the course of operations that allegedly cause a violation or misinterpretation of any provision of the contract.

- 18.2 **Professional Coaching:** The supervisor shall discuss with the Registered Nurse the opportunities for improvement or preferred practices. Individual notes reflecting the outcome of the professional counseling may can be maintained in employee files on the unit. Professional coaching is not disciplinary. It is teambuilding in nature.

ARTICLE 19 - DISCIPLINE

- 19.1 The Hospital/Management and Association/Nurse may attempt to resolve issues using the Article 18 Collaborative Communication approach as the front lines in making corrections and/or reaching understanding and resolutions.
- 19.2 In taking corrective action, the Hospital shall follow the principle of progressive discipline directed toward the goals of correction. No Registered Nurse will normally be discharged without being suspended. The Association agrees, however, that there may be circumstances justifying immediate suspension or discharge.
- 19.3 The Hospital may place a non-probationary Registered Nurse on paid administrative suspension for the purposes of conducting an investigation. The Hospital will attempt to conclude the investigation within eight (8) calendar days from the Hospital's knowledge of an infraction. In complex cases the Hospital shall provide written notice to the Association that a ten (10) day extensions of the investigation deadline shall be implemented. At the end of this investigation, corrective action shall be instituted if appropriate. The Hospital shall have the right to conduct an investigation according to the principles of just cause prior to concluding corrective action should be taken.
- 19.4 Except in circumstances justifying immediate suspension or discharge, the following corrective action steps will normally be:
- a. **Verbal Warning.** This involves discussion between the Immediate Supervisor and Registered Nurse, informing the Registered Nurse that behavior and/or performance is unacceptable. Although no entry will be made in the Registered Nurse's personnel file, the discussion will be documented by the Immediate Supervisor. The documentation shall be signed by the Registered Nurse and the Immediate Supervisor and be reviewed no later than three (3) months after the verbal warning was issued.

When a verbal warning is given, the Registered Nurse shall be informed that this is the first formal step in corrective action. This verbal warning will become part of the Registered Nurse's departmental file when it is related to further corrective actions.

- b. **Written Warning.** If the problem persists that was the subject of the verbal warning, or the Registered Nurse engages in other actions or conduct which violate the Hospital's rules, a written warning may be issued from the Immediate Supervisor to the Registered Nurse. The written warning shall be dated, state the reason for the warning, corrective action desired, and signed by the Registered Nurse. A copy shall be given to the Registered Nurse and a copy shall be put in the Registered Nurse's personnel file.

- c. **Suspension.** If the processes of verbal and written warnings do not correct the Registered Nurse's performance, the Registered Nurse may be subject to, suspension. A Registered Nurse who has been suspended shall be furnished the reasons for such action in writing.
 - d. **Discharge.** A Registered Nurse who has been placed on suspension and has not corrected the issue or problem raised by the suspension, or who engages in other conduct which is subject to corrective action, may be subject to discharge. A Registered Nurse who has been discharged shall be furnished the reason for discharge in writing.
- 19.5 The Hospital recognizes the right of a Registered Nurse to have the presence of the Association representative at a meeting of an investigative nature. The options for representation are as follows: 1) MNA Labor Relations Representative; 2) Officer of the Bargaining Unit; 3) Unit Representative from outside the involved Registered Nurse's department.
- 19.6 A Registered Nurse who receives a written warning(s) or a suspension may request a follow-up evaluation six (6) months after the occurrence of the incident. Such follow-up evaluation will be placed in the Registered Nurse's personnel file.
- 19.7 The time period provided in this Article may be extended by the mutual agreement of both parties and neither party shall unreasonably withhold such agreement, except for good cause shown.
- 19.8 If a Registered Nurse is absent from work for one (1) scheduled shift without notification to the Hospital, termination may result, unless evidence can be produced showing that the absence was unintentional. An employee absence from work one (1) day without notifying the Director/Manager or designee will be contacted by the Director/Manager.
- 19.9 Any action plan formulated as a result of a disciplinary action will be in writing and discussed during the disciplinary meeting.

ARTICLE 20 - GRIEVANCE AND ARBITRATION

- 20.1 The Hospital and the Association pledge their active, aggressive, and continuing efforts to secure prompt disposition of grievances and agree that most disputes can be solved through oral discussion.
- 20.2 In the event of any controversy concerning the meaning, application or alleged violation of any provision of this Agreement not expressly excluded from grievance and arbitration procedures, such controversy shall be treated as a grievance and shall be settled, if at all possible, by the following procedure. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided. Both parties agree to keep the grievance procedure free of non-meritorious grievances.
- 20.3 No grievance shall be filed or processed based on facts or events which have occurred more than fifteen (15) business days after having knowledge that an issue exists.

- 20.4 The Hospital and Association agree to follow each of the grievance steps that follow and if, in any steps, the Hospital's representative fails to give written answer within the time limits herein set forth, the grievance shall automatically be transferred to the next step at the expiration of such time limit. Any grievance not moved by the aggrieved Registered Nurse to the next step within the time limits provided following the Hospital's response will be considered resolved and closed on the basis of the last disposition. Grievances dealing with suspension or discharge cases shall commence at Step 3 by presenting the grievance in writing, to the appropriate designed representative of the Hospital within fifteen (15) business days of the suspension or discharge. By mutual agreement, certain steps may be waived. Where an extension of the time limits at any step is desired by either party, it must be requested in writing and shall stipulate the period of time extension needed, which shall be of reasonably short duration.
- 20.5 The Hospital and the Association agree to the following procedure of presenting and adjusting grievances, which must be processed in accordance with the following steps, time limits and conditions.
- a. Step 1. The aggrieved Registered Nurse, with an Association representative if a Registered Nurse desires, must request a meeting (in writing) within fifteen (15) business days of the alleged contract violation to discuss the matter with the Registered Nurse's immediate Supervisor before proceeding further with the grievance process. The Registered Nurse's immediate Supervisor shall, within fifteen (15) business days respond in writing to the Registered Nurse with respect to a remedy or denial of the issue.
 - b. Step 2. If the issue is not remedied within fifteen (15) business days following this discussion, the grievance form shall be completed. The grievance shall be signed by the Registered Nurse and set forth the nature of the grievance, the relief sought, and shall refer to the specific provision or provisions of the contract alleged to have been violated. All written grievances need to be hand-delivered to the appropriate party or designee, and placed in the Human Resources drop-box starting with Step 2. Within fifteen (15) business days after the receipt of the written grievance, the Immediate Supervisor shall respond to the grievance in writing and deliver the same to the Registered Nurse.
 - c. Step 3. The immediate Supervisor's response shall be final, unless the grievance is appealed by written notice given to the appropriate Vice President with a copy to the Hospital's Human Resource Director, within fifteen (15) business days from the date of the Immediate Supervisor's written response in Step 2. The appropriate Vice President shall discuss the grievance in the presence of the aggrieved Registered Nurse, The Association representative if the Registered Nurse desires one, and the Human Resource Director, at a time mutually agreeable to the parties. This meeting shall occur within fifteen (15) business days after the receipt of the notice of appeal, unless other time limits are mutually agreed upon. The appropriate Vice President shall respond to the grievance in writing within fifteen (15) business days after the close of the discussion.

- d. Step 4. The appropriate designated representative of the Hospital's response shall be final unless the grievance is appealed by written notice given to the Hospital's CEO/President with an informational copy to the Human Resources Department fifteen (15) business days from the date of the designated representative of the Hospital's written response in Step 3.

The CEO or designee shall discuss the grievance at a meeting with the aggrieved Registered Nurse, the Association representative if the Registered Nurse desires one, and such other parties, at the request of the CEO or designee, who may assist in the resolution of the grievance. This meeting shall occur within fifteen (15) business days after receipt of notice of appeal, unless other time limits are mutually agreed upon. The CEO or designee shall respond to the appealed grievance in writing within fifteen (15) business days after close of the discussion.

The CEO/President or designee's response shall be final, unless the Association appeals the grievance to arbitration by giving written notice of its desire to arbitrate to the other party within fifteen (15) business days after receipt of the Hospital's final response in Step 4.

- 20.6 In the event the parties are unable to resolve a grievance pursuant to the foregoing procedure, the parties may, by mutual agreement within fourteen (14) business days of the decision in Step 4, request that the issue be submitted to mediation in an effort to avoid arbitration. If the parties are unable to agree on a mediator, a joint request shall be submitted to Federal Mediation and Conciliation Services FMCS. 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 born equally by both parties. If mediation is requested, the time for notice of arbitration shall be tolled until the completion of mediation.
- 20.7 If the grievance is appealed to arbitration within the time limits specified in Section 18.5, the Hospital and the Association will first meet and try to agree upon an Arbitrator. This meeting shall take place within ten (10) calendar days of receipt of the written notice in Step 4. Filing such agreement, the Hospital and the Association shall jointly request the Federal Mediation and Conciliation Service to submit the names of eleven (11) Arbitrators. The party requesting Arbitration shall strike the first name from the list and then each party shall in turn strike a name until one Arbitrator is left. The Arbitrator shall be notified of the selection by a joint letter from the Hospital and the Association requesting that a time and place be set for the hearing, subject to availability of the Hospital and Association representative, and the aggrieved Registered Nurse, and specifying the issue to the Arbitrator.

- 20.8 Only one grievance may be decided by the Arbitrator at any hearing; however, the Hospital and the Association may mutually agree to waive this requirement. The Arbitrator shall have no authority to add or subtract from or modify any of the terms of this Agreement. The Arbitrator shall consider and decide only the particular issue presented in writing by the Hospital, the Grievant and the Association. If the Arbitrator finds merit in the grievance, the Arbitrator shall make specific findings of fact and shall state the Article(s) and Section(s) of the Agreement which have been violated. The award of the Arbitrator shall be final and binding on the Hospital and the Association and Registered Nurse or Registered Nurses involved. "Interest" arbitration is expressly excluded from the arbitration provisions of this Agreement. The Arbitrator shall render a decision no later than thirty (30) calendar days from the adjournment of hearing or submission of briefs and memoranda, whichever is later.
- 20.9 In any case of discipline where the Arbitrator finds that such discipline was improper, the Arbitrator may set aside, reduce or modify the action taken by the Hospital. If the discipline is set aside, reduced or otherwise changed, the Arbitrator may award back pay to compensate the Registered Nurse wholly or partially for any wages lost because of the discipline. In determining the amount of award for back pay, the Arbitrator shall deduct from the award the sums received from unemployment compensation and other compensation received while the discipline was in effect.
- 20.10 The parties may, by mutual agreement, request the Arbitrator to conduct an informal hearing. Informal hearings shall be conducted without reporters or transcriptions. There shall be no briefs filed by either party. The Arbitrator shall issue a decision within twenty-one (21) calendar days from the adjournment of the hearing. The decision of the Arbitrators shall be limited to a written statement of the Arbitrator's conclusions setting forth briefly the factual basis for the decision.
- 20.11 The expenses of the Arbitrator, including the fee, shall be shared equally by the Hospital and the Association. Each party shall be responsible for its' own arbitration expenses.
- 20.12 No Registered Nurse or Association representative will investigate or process a grievance during either the Registered Nurse's working time or the working time of the aggrieved Registered Nurse. The Hospital will not pay any Registered Nurse or Association representative for attendance at grievance or arbitration meetings.

ARTICLE 21 - HEALTH AND WELFARE

- 21.1 At the time of employment, each Registered Nurse must provide proof of immunity to disease as required by Hospital policy and /or by law. Required titers and vaccinations will be at the Hospital's expense.

At the time of employment, a Registered Nurse must be skin tested for tuberculosis (TB). The Registered Nurse will follow all Hospital policies for annual re-testing and procedures for response to positive reaction. There will be no charge for TB tests or x-rays, as long as they are performed at the Hospital.

Failure of the Registered Nurse to provide required proof of vaccination or to comply with required testing within thirty (30) days after being notified will result in the Registered Nurse being subject to corrective action.

- 21.2 Employees are eligible for benefits the first of the month following 30 days of employment. All regular full-time and regular part-time Registered Nurses may enroll in the Hospital's Benefit Plan. This eligibility applies to the health, dental and life insurance plans and pretax spending accounts. The Hospital will provide a contribution equal to that received by all other non-bargaining unit staff. The Hospital agrees to inform MNA, through PCC prior to any pending changes in the plan and to schedule a meeting to answer questions and clarify changes.
- 21.3 Any other life insurance plans or deferred compensation plans offered by the Hospital shall be available to the Registered Nurse under the same terms and conditions that are applicable to other employees.
- 21.4 The Hospital reserves the right to determine the carrier(s) of the group health, group dental and group life plans and agrees that the level of benefits provided under the plans shall be maintained at the same level as other Hospital employees. Any changes in the level of insurance coverage or carriers shall be submitted by the Hospital to the Association before implementation.
- 21.5 Registered Nurses covered by this Agreement shall be included in the retirement plans, which covers other St. Peter's Hospital employees under the same terms and conditions that are applicable to those other employees. Nothing in this Agreement will alter, amend or extend the provisions of the retirement plan, and the administration thereof is excluded from the grievance-arbitration provisions of this Agreement.
- 21.6 The Hospital has no duties, responsibilities or liabilities in regard to any claims and questions as to coverage, administration or claims of payment of claims in regard to any health, dental, life, accidental death and dismemberment or long-term disability insurance programs in the flexible benefit program. The Human Resources Department will assist Registered Nurses in obtaining information and processing claims.

ARTICLE 22 - WAGES

- 22.1 Wage rates shall be provided in Schedule "A" attached.
- 22.2 Registered Nurses hired without experience shall receive the base wage rate as provided at Step A on the Step System provided in Attachment 1 to this Agreement.

Registered Nurses who are hired with prior registered nursing experience defined in years of service (which may not be the same as seniority in the bargaining unit) at St. Peter's Hospital or at other health care institutions may be credited for pay step placement purposes, as provided below:

- A. 100% credit for hospital or acute care Registered Nurse experience and 100% credit for registered nurse experience at St. Peter's Hospital.
- B. Registered Nurses with previous acute care experience at St. Peter's Hospital as an LPN will receive 75% credit. No credit will be given for LPN experience outside of St. Peter's Hospital.
- C. No Registered Nurse will be hired at a higher rate than any presently employed Registered Nurse with the same credited years of experience.

All or part of the above prior Registered Nurse experience credit may be given at the date a Registered Nurse is hired. Evaluation of prior experience will be based on reference checks and in compliance with the developed guidelines for placement on the wage scale completed by the Human Resource Department of the Hospital.

- 22.3 Registered Nurses scheduled to work from 1830 to 0700 will receive night shift premium pay of Three Dollars and Twenty-Five Cents (\$3.25) per hour. Effective June 1, 2018 Registered Nurses will receive night shift premium pay of Three Dollars and Fifty Cents (\$3.50) per hour.
- 22.4 Registered Nurses scheduled or requested to be "on call" for their department shall be paid at the rate Three Dollars an hour (\$3.00). Effective June 1, 2019 Registered Nurses scheduled or requested to be "on call" for their department shall be paid at the rate Three Dollars and Fifty cents an hour (\$3.50). Registered Nurses called to work shall be compensated for the time actually worked or a minimum of two (2) hours, whichever is greater. There will be no pyramiding of minimum two (2) hour callbacks. Overtime will be paid according to Article 10 of this Agreement. Communication device(s) will be provided by the Hospital for all Registered Nurses who routinely take call or upon request, while they are on call.

- 22.5 Registered Nurses scheduled or requested to work on one of the following holidays will be paid one and one-half (1.5) times their regular base hourly salary for all ACTUAL hours worked on the given shift.

New Year's Eve Day
New Year's Day
Christmas Eve
Christmas Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving

Except as otherwise specified, holiday shifts will begin at 0600 on the day of the regular holiday and end at 0559 on the following day.

- 22.6 Registered Nurses are included in the Hospital's Success Share program.
- 22.7 A Bargaining Leave Pool (BLP) shall be established to allow nurses to donate Personal Leave to cover the time spent by Nurses in contract negotiations. PL donations may be volunteered at any time in writing during the time periods established during each contract negotiation cycle. The tracking of the actual negotiating hours is the responsibility of the MNA members. The hours will be submitted to SPH Management Negotiating Team for verification and approval, prior to being submitted to Human Resources. BLP should be distributed equally based on each bargaining day for all Nurses present until the BLP is exhausted. Nurses in contract negotiations will have BLP hours contributed to their PL banks. In lieu of PL bank donation, Pool nurses will receive BLP donations in a check. Any BLP balance remaining after negotiations shall be redistributed according to HR policy. Prior to and during the cycle of contract negotiations, MNA will define the time period where MNA members can complete a PL donation form to donate hours but the time period will not be prior to thirty (30) days before negotiations begin. Additional guidelines for handling the BLP will be by mutual agreement.

ARTICLE 23 - PERSONAL LEAVE PLAN

- 23.1 All regularly scheduled full-time, regular part-time and part-time partial benefit Registered Nurses accrue Personal Leave hours. Personal Leave is a combination of benefits traditionally granted as vacation, holidays, and sick leave, and with the exception of extended illness time, may be used for any purpose a Registered Nurse chooses. A Registered Nurse is guaranteed a minimum of two (2) weeks (80 hours for full-time/ prorated for less than full-time) off per fiscal year. It will be the responsibility of the Registered Nurse to provide notice as outlined in the SPH staffing and scheduling guidelines.

23.2 On the effective date of this contract, accrual rates shall be:

<u>Years of Service</u>	<u>Accrual Rate</u>
0-5	0.093 PL Hr/ Eligible Hr (24 days)
6-9	0.112 PL Hr/ Eligible Hr (29 days)
10-12	0.123 PL Hr/ Eligible Hr (32 days)
13 +	0.135 PL Hr/ Eligible Hr (35 days)

Extended Illness (EI) time accrues at a constant rate of 0.023 EI Hours/ Eligible Hour.

Years of Service are continuous years of service from a Registered Nurse's most recent hire date.

Eligible hours for accrual of Personal Leave (PL) are defined as:

- (1) Regular hours worked
- (2) Overtime hours worked
- (3) Personal Leave hours paid
- (4) Excused Leave (low census) hours taken off at the Hospital's request
- (5) Extended illness hours paid

The maximum eligible hours per pay period is eight (80).

23.3 Two (2) times each year in December and May, Registered Nurses will be allowed to voluntarily cash down accrued Personal Leave (PL) hours to a minimum of forty (40) accrued hours. Nurses will be able to cash down a maximum of one-hundred fifty (150) hours of personal leave in a given fiscal year. The Human Resources Department will notify Registered Nurses at least two (2) weeks in advance of these cash down dates so that Registered Nurses can complete the necessary request form.

23.4 PL hours are earned from the Registered Nurse's date of hire, but may not be used until the Registered Nurse has completed six (6) months of continuous service, except in cases of holidays and excused leave days with this provision is waived.

23.5 PL hours must be accrued before they can be taken off with pay.

23.6 PL hours must be approved and scheduled in advance by the Registered Nurse's Department Director in order to be paid, except in the case of illness or excused leave. PL for illness will be granted only if the Registered Nurse notifies the Department Director or designee before the scheduled start of a shift and daily thereafter before the start of the shift. A Director or designee may approve PL for illness when a Registered Nurse goes home after starting a shift. Special arrangements may be made for prolonged illness.

23.7 PL hours are paid at the Registered Nurse's regular base hourly rate at the time taken and is paid based on the Registered Nurse's FTE per pay period (e.g., 0.9 FTE = 72 hours of personal leave).

- 23.8 Registered Nurses must take off PL hours at a rate based on the Registered Nurse's FTE.
- 23.9 After six (6) months of continuous service, a terminating Registered Nurse will be paid accrued PL on their final pay check. Prior to six (6) months of continuous service, accrued PL shall be forfeited by the Registered Nurse.
- 23.10 Leaves of absence without pay will not be granted to Registered Nurses who have accrued PL except as provided elsewhere in the contract or when such leave is at the Hospital's request or hours spent during contract negotiations.
- 23.11 EI hours are earned from the Registered Nurse's date of hire, but may not be used until the Registered Nurse has completed six (6) months of continuous service.
- 23.12 EI hours must be accrued before they can be taken and are paid at the Registered Nurse's regular base hourly rate at the time taken and is paid on the Registered Nurse's FTE.
- 23.13 EI time is used when a Registered Nurse is absent from work due to illness or injury which prevents a Registered Nurse from performing normal work duties according to the definitions set out in 7.4 in order to draw EI time, a Registered Nurse must comply with all the applicable provisions of the Medical Leave/ Parental/Adoptive Leave section of this Agreement.
- 23.14 Employees taking an FMLA or Medical Leave due to their own serious health condition are required to use accrued Personal Leave ("PL") during the first five (5) days of their leave (pro-rated by FTE) and Extended Illness ("EI") thereafter to the extent available. Once EI is exhausted, or if EI was not available, such employees are required to use the remainder of their accrued PL for the balance of their leave. Once both types of benefits are exhausted, the balance of such leave is unpaid.
- 23.15 A maximum of one hundred twenty (120) days, nine hundred sixty (960) hours may be accrued in EI. No additional EI will be accrued beyond this maximum.
- 23.16 EI hours are not payable upon termination.
- 23.17 Personal Leave hours will be capped at three hundred (300) hours per fiscal year beginning June 1st of each year. The maximum an employee can maintain in their bank will be 300 hours. No hours will be accrued above the 300 hour cap.
- 23.18 Paid Short Term Disability Leave (STD L) shall be granted to RNs without loss of length-of-service benefits. Length-of-service benefits will not accumulate during this time, but will remain as they were at the beginning of the Leave.
- a. STD L may be utilized for personal illness/disability upon request. RNs can choose to use his/her Personal Leave (PL) or not use PL related to the use of STD L.
 - b. When the RN returns from an authorized leave-of-absence in length of eight (8) weeks or less, the Hospital shall reinstate the RN to her/his former position and department.

- c. RNs may be granted up to a minimum continuous total of eight (8) weeks STDL, not including any leave time under PL or qualifying under FMLA for personal illness or injury.
- d. Except as otherwise required by law, a STDL can be used in any number of hour increments but, if requested, shall be available for a duration of eight (8) weeks, not including any leave time qualifying under FMLA for personal illness or injury.
- e. The Hospital shall have the right to require the attending physician's Certificate of Disability throughout any leave-of-absence.
- f. Workers Compensation: A RN with Lost Work Time (which meets the definition of work-related injury/occupational disease) may request to utilize accrued STDL to supplement their Workers Compensation Benefit in an effort to attain his/her normal compensation based upon status at the time of injury. Upon return within the protected time frame, the RN will be restored to his/her original or equivalent position with equivalent pay, benefits, and other employment.
- g. An RN's anniversary date of hire as an RN shall not change based on any STDL usage or paid leave usage (All RNs date of hire shall be reflected for pay purposes).

ARTICLE 24 - EDUCATION

24.1 IN-SERVICE EDUCATION: In-Service education programs will be provided on a continuous basis. New procedures and equipment will be covered by in-service programs before being implemented for use in departments. It is the professional responsibility of the Registered Nurses to attend mandatory in-service programs. A minimum of twelve (12) contact hours of in-service per year will be provided.

- a) All Registered Nurses required by the Hospital to attend ACLS/PALS/ NRP certification will be paid at their regular rate of pay while attending such classes. The ACLS course is provided in Helena. Should a Registered Nurse choose to attend an a TNCC/ACLS/PALS/NRP/ENPC/STABLE or Chemotherapy course offered at a facility outside of Helena, reimbursement will be at the Registered Nurse's regular rate of pay while attending class. Reimbursement will not exceed the amount that would be available in Helena. Travel, lodging, and meals remain the Registered Nurse's responsibility.
- b) In-service of three (3) hours or more sponsored by the Hospital and offered Hospital-wide will be submitted to MNA for continuing education credit approval.

24.2 EDUCATION HOURS: Time off for education will be granted if doing so does not disrupt the Hospital staffing. Education hours reimbursement or other expense reimbursement shall be granted if the requirements are met. Education Hours will be reimbursed at the Registered Nurse's regular base rate of pay for the appropriate eligible hours. No premium pay of differentials will apply.

- a. In order to access Available Education Hours the following are required: Requests for use of Available Education Hours shall be submitted to the Department Director for review of content and applicability for approval, at least thirty (30) days in advance with final approval granted from the Department Director. The thirty (30) day written requirement shall be waived for in-house education if a Registered Nurse finds a replacement who is qualified for the position and no overtime is incurred during the replacement. Where requests are received from one or more Registered Nurses, the Department Director shall determine whether to approve such requests and which Registered Nurse(s), if any, shall be permitted to attend based upon staffing flexibility in the Department.
- b. Available hours will be based upon the Registered Nurse’s designated FTE.
- c. Available hours will be paid at the Registered Nurse’s regular base rate of pay for the eligible hours.
- d. Available education hour reimbursements are available each fiscal year and will not be allowed to carry over year to year.
- e. Reimbursement for travel, registration, or other expense reimbursement will be made in accordance with the Hospital’s Travel Expense Reporting Policy. Reimbursement for registration will not exceed the allowable amount in the table below per year unless approved by the Department Director.
- f. TNCC/ACLS/PALS/NRP/ENPC/STABLE and Chemotherapy course will not count toward available education hours.
- g. The Chief Nursing Officer has the authority to approve additional reimbursement requests. Any approved or declined requests will be reported to PCC.
- h. Workshops of three (3) hours or more sponsored by the Hospital and offered Hospital-wide will be submitted to MNA for continuing education credit approval.
- i. Upon successful completion of their probationary period, Registered Nurses will be eligible to receive reimbursement for Education Hours and receive paid Education Hours up to the Available Education Hours.

<u>Designated FTE</u>	<u>Available Education Hour</u>	<u>Education Hours</u>
.75 - 1.0	24	\$300 (June 1, 2017 – May 31, 2018) \$400 effective June 1, 2018
.4 - .7	16	\$300 (June 1, 2017 – May 31, 2018) \$400 effective June 1, 2018
<.3 or pool	8	\$300 (June 1, 2017 – May 31, 2018) \$400 effective June 1, 2018

24.3 **TUITION REIMBURSEMENT:** To encourage and promote nurses to further their self-development through academic pursuit; the Hospital agrees to a tuition reimbursement award payable to the nurse in an amount not to exceed eight hundred dollars (\$800) per calendar year, upon request of the nurse. Effective June 1, 2018, the Hospital agrees to a tuition reimbursement award payable to the nurse in an amount not to exceed nine hundred dollars (\$900) per calendar year, upon request of the nurse. Effective June 1, 2019, the Hospital agrees to a tuition reimbursement award payable to the nurse in an amount not to exceed one thousand dollars (\$1,000) per calendar year, upon request of the nurse. The amount reimbursed will be based on the tuition need.

- 24.4 In the event that the Hospital implements a formal freeze on education and travel for non-bargaining unit positions, Section 25.3 and 25.4 shall be suspended until such time that such freeze is lifted.
- 24.5 The Parties agree to create an Education and Workforce Planning Committee (EWPC) to address issues related to education, training, and analyzing healthcare trends related to employment needs. The committee will identify educational needs of the Hospital and of the Association and try to provide education and training in the most efficient manner utilizing existing resources. The EWPC will work with the PCC to proactively identify training opportunities that provide for the Hospital's staffing needs and to provide educational opportunities (e.g., cross-training) to minimize disruption due to operational changes.
- The committee will be composed of three (3) Hospital members, one of whom should usually be the Chief Nursing Officer, and three (3) members selected by the Association, one of whom should be the Staff Representative. Each party will designate a co-chair and provide the other party with a written list of participants within thirty (30) days of the execution of the Agreement. EWPC members will be paid straight time rates for participating in Committee meetings.
- The EWPC will meet monthly for one (1) hour. Additional meetings may be scheduled per mutual agreement. Committee meetings may proceed when a quorum of the committee is present. The co-chairs will create an agenda in advance, which will be communicated to the members of the committee. The EWPC will report to the PCC.

ARTICLE 25 - ORIENTATION

- 25.1 Orientation for new hires shall be determined by department Director for a period of three (3) weeks which may be extended, decreased or modified based upon the Registered Nurse's prior experience, prior employment with St. Peter's, or familiarity with the assigned positions.
- Orientation provided to RN's shall follow the orientation process. The Hospital is committed to providing an adequate orientation program based on the individual Registered Nurses skills and experience. Unforeseen or emergent conditions may alter the orientation process.
- 25.2 Orientation for Registered Nurses who permanently transfer to another department shall normally be for a period of two (2) weeks which may be extended, decreased or modified based upon the Registered Nurse's prior experience or familiarity with the new department.
- 25.3 Orientation will be provided to Registered Nurses who agree to regularly accept temporary assignment to other units. The time period for orientation shall be determined by mutual agreement between the Registered Nurse and the Department Managers. In cases of emergency situations, a Registered Nurse may be required to go to another unit to assist without prior orientation.
- 25.4 Registered Nurses will receive a current job description upon hire.
- 25.5 The Association agrees to supply the Hospital with sufficient quantities of contracts.

- 25.6 Preceptor Qualification: Preceptors shall have completed the Preceptor Program and have at least three (3) years of experience as an acute care Registered Nurse and at least two (2) years on the unit/department where they will be precepting, unless by mutual agreement of the Employer and the Association. The parties agree to the development of the defined Preceptor Program. Only Registered Nurses approved through this program and by the Chief Nursing Officer will receive the applicable differential. No other Registered Nurses will be asked to precept.
- 25.7 Charge Nurse Qualification/Orientation: Serving as Charge Nurse is a role an RN may choose. Nurses who have at least two (2) years of acute care nursing experience may be Charge Nurses, with at least nine (9) months on the unit, unless by mutual agreement of the Employer and the Association. Recognizing that Charge Nurse orientation varies by unit/department, Registered Nurses shall have a minimum of three (3) shifts dedicated to Charge Nurse orientation before being eligible to fill a Charge Nurse shift, unless by mutual agreement.

ARTICLE 26 - PROFESSIONAL CONFERENCE COMMITTEE

- 26.1 The purpose of this Committee shall be to facilitate the communications and cooperation between professional Registered Nurses and Management to establish a forum for open discussion and mutual concerns; to identify problem areas between nursing service and other departments in the Hospital; to improve understanding of the problems and needs of professional Registered Nurses and Management to review rules developed according to Article 3.2 of this Agreement.
- 26.2 The Committee shall consist of no more than six (6) persons selected by the Hospital and no more than six (6) Registered Nurses selected by the Association. Registered Nurses selected by the Hospital and the Association for membership on the committee shall be Hospital employees. The Committee shall establish its own meeting schedule, not more often than monthly, for one (1) hour, unless the Committee mutually agrees otherwise. The Committee shall determine its own officers.
- 26.3 Meetings of the Committee shall be held on Hospital property and use Hospital facilities. All time spent in Professional Conference Committee meetings will be considered as time worked.
- 26.4 The Committee shall be advisory and consultative in nature and may make recommendations to nursing administration. The objectives of the Professional Conference Committee may include the following:
- a. To consider constructively the professional practice of Registered Nurses, and to make objective professional evaluation in order to assist management and Registered Nurses.
 - b. To work constructively for the improvement for patient and nursing care.

- c. To recommend the Hospital ways and means to improve patient care.
 - d. To make recommendations where, in the opinion of the Committee, Registered Nurse staffing problems exist. When staffing concerns are reported by a Staff Nurse, it shall be the responsibility of the appropriate Charge Registered Nurse to notify (in writing) the Department Director or designee of such concerns. Such written documentation will be forwarded to the Chief Nursing Officer within twenty-four (24) hours of the occurrence, or as soon thereafter is practical.
 - e. To discuss staffing guidelines. Members of the Professional Conference Committee will actively work to gather information and data and any other factors impacting staffing and the delivery of quality patient care. The Professional Conference Committee will place on its agenda, on a quarterly basis, a specific review of staffing matters and related issues.
 - f. To recommend new marketing ideas which may improve Hospital public relations.
- 26.5 Professional Conference Committee members will develop a method to quarterly track pool RN availability and usage and continue monitoring until mutually agreed upon Committee members.
- 26.6 A recorder will take the minutes of the Committee, and after the minutes are approved by the entire Committee, they shall be posted by the Hospital in the Nursing areas.

ARTICLE 27 - MEETING ROOMS AND BULLETIN BOARDS

- 27.1 The Association may request use of available meeting rooms at the Hospital for prescheduled regular meetings for the purpose of conducting business related to the internal affairs of the bargaining unit or administration of the collective bargaining agreement. Requests for meeting room use shall be made in advance through the Human Resources Department and shall be granted according to the Hospital's established meeting room policy.
- 27.2 The Association shall be permitted to post the following types of notice on bulletin boards to be located in mutually agreed upon non-patient care areas of each department, including the nursing office:
- a. Association meeting notices
 - b. Association election notices
 - c. Notices of appointment to offices
 - d. Notices of Association social and business affairs
 - e. Notices of education and professional development

ARTICLE 28 - CHANGE OF OWNERSHIP

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

ARTICLE 29 - TERM AGREEMENT

29.1 This Agreement shall become effective as of June 1, 2017, and shall remain in full force and effect until May 31, 2020, inclusive, and thereafter for successive yearly periods, unless at least ninety (90) days prior to the expiration date of this Agreement either party shall give written notice to the other of its intention to terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first herein above written.

WAGE SCHEDULE "A"

Effective June 1, 2017, Registered Nurses will be compensated based on the following pay table. Retro-active wages and differentials shall be paid back to the first full pay period including June 1, 2017, except for the weekend differential which will take effect September 3, 2017.

Steps		New Scale 1 June 1, 2017 (6%)	New Scale 2 June 1, 2018 (2.5%)	New Scale 3 June 1, 2019 (5%)
1 (including NG)		\$26.22	\$26.77	\$28.11
2		\$26.74	\$27.41	\$28.78
3		\$27.28	\$27.97	\$29.36
4		\$27.83	\$28.52	\$29.95
5		\$28.39	\$29.10	\$30.55
6		\$28.95	\$29.67	\$31.16
7		\$29.53	\$30.27	\$31.78
8		\$30.13	\$30.88	\$32.42
9		\$30.73	\$31.50	\$33.07
10		\$31.34	\$32.13	\$33.73
11		\$31.97	\$32.77	\$34.41
12		\$32.61	\$33.42	\$35.09
13		\$33.26	\$34.09	\$35.80
14		\$33.92	\$34.77	\$36.51
15		\$34.60	\$35.46	\$37.24
16		\$35.30	\$36.18	\$37.99
17		\$36.00	\$36.90	\$38.74
18		\$36.72	\$37.64	\$39.52
19		\$37.45	\$38.39	\$40.31
20		\$38.20	\$39.16	\$41.12
21		\$38.97	\$39.94	\$41.94
22		\$39.75	\$40.74	\$42.78
23		\$40.55	\$41.56	\$43.64

Pay Plan Rules

- A. For the term of this Agreement, all increases within the above scale will be paid upon annual performance review and will follow Pay Plan Rules as defined in Section B and Wage Schedule "A". No Registered Nurse will suffer a reduction in pay during the term of this Agreement.
- B. BASE INCREASE: Each year on the first full pay period including June 1st, Registered Nurses will move laterally to the New Wage Scale that correlates with the calendar year.
- C. STEPMOVEMENT: All step increases within the above scale will be paid upon annual performance review on the first full pay period following the Registered Nurse's anniversary date provided the Registered Nurse is not at the written warning or suspension level of the corrective action process defined in Section 19. 4; or has received a verbal warning for four (4) areas of "needs improvement" related to the annual performance review. Where corrective action is applicable, the next step on the Wage Schedule A will occur after successful completion of the WIP, which will be effective the first full pay period.
- D. Registered Nurses capped at the top of their range will receive a 3.0% lump sum based on the Registered Nurse's anniversary date and provided the Registered Nurse is not at the written warning or suspension level of the corrective action process as defined in section 19.4; or has received a verbal warning for four (4) areas of "needs improvement" related to the annual performance review and until the Registered Nurse has completed the Work Improvement Plan (WIP), which will be reviewed in three (3) months. The applicable increase will occur after successful completion of the WIP, which will be effective the first full pay period. The lump sum will be given on the first full pay period after the Registered Nurse's anniversary date. The lump sum is calculated as follows: Base Hourly Rate x Budgeted FTE (hours/annually) x 3.0% (Base hourly rate excludes: overtime, shift differential, charge differential, holiday pay, call hours, pool bonus and stand-by pay). For example, an employee earning \$10/ hour x (72 hrs. / pay or 1872 hrs. / annually) x 3.0% would receive a lump sum of \$561.60 before taxes and FICA.
- E. Registered Nurses who are assigned a Preceptor Role for orienting hospital employees will receive an additional two dollars (\$2.00) per hour for each hour worked as Preceptor.
- F. Registered Nurses assigned as Charge Nurse role receive additional Two Dollars and Fifty Cents (\$2.50) per hour for each hour worked as Charge Nurse.
- G. Registered Nurses who obtain and maintain certification in a nursing specialty will be paid a differential. Certification must be with a nationally recognized organization included in the list below and require CEU's to maintain. If certification is not included on this list it will be reviewed by the Professional Conference Committee and if approved then validated by the education department. To maintain certification pay the Registered Nurse must work primarily in their area of certification. All current Registered Nurses will be grandfathered in until their current certification expires and then they must obtain certification specific to the unit where they work the majority of their hours. Certified pool and resource Registered Nurses must work a majority of their hours in the area they are certified. A data log of certified Registered Nurses will be kept in the education department and it is the Registered Nurse's responsibility to provide verification of certification upon renewal to maintain certification pay.

Prior to any Registered Nurse obtaining a certification not listed in this article, the Registered Nurse agrees to obtain pre-approval from VP of Nursing and reported to PCC. The list of nationally recognized certifications is as follow:

1. Cardiology - RCIS (Registered Cardiovascular Invasive Specialist)
2. Diabetes and Nutrition - NDE (Nurse Diabetic Educator)
3. Dialysis – CNN – (Certified Nephrology Nurse)
CDN – (Certified Diploma Nurse)
4. Discharge Planning – CCM (Certified Case Manager)
5. Emergency Department – CEN (Certified Emergency Nurse)
6. Endoscopy – CGRN (Certified Gastroenterology Registered Nurse)
7. Intensive Care – CCRN (Critical Care Registered Nurse)
8. Med/Surg – RN/BC (RN with a Medical Surgical Specialty)
9. Obstetrics – RN/BC (RN with a maternal Newborn Specialty)
IOBN (Inpatient Obstetrical Nurse)
IBCLC (International Board Certified Lactation Consultant)
NICN (Neonatal Intensive Care Nursing)
LRNN (Low risk Neonatal)
CCRN (Neonatal)
10. Orthopedics – NAON (Nationally Accredited Orthopedics Nurse)
11. Oncology - OCN (Oncology Certified Nurse)
12. OP & Pre-Admit – CAPA (Certified Ambulatory Perianesthesia Nurse)
13. Operating Room - CNOR (Certified Nurse for the Operating Room)
14. Pulmonary and Cardiac Rehabilitation – CRRN (Certified Rehabilitation Registered Nurse)
15. Recovery Room – CPAN (Certified Perianesthesia Nurse)
CAPA (Certified Ambulatory Perianesthesia Nurse)
16. Pediatrics – CPN (Certified Pediatric Nurse)
RN/C (RN with a Pediatric Specialty)
17. Radiology – CRN (Certified Radiology Nurse)
18. Same Day Surgery – CGRN (Certified Gastroenterology Registered Nurse)
19. Special Procedures – CAPA (Certified Ambulatory Perianesthesia Nurse)
CCRN – (Critical Care Registered Nurse)
20. Wound Care – CWOCN (Certified Wound/Ostomy/Continence Nurse)

Certification Pay will be paid an additional Two Dollars and Fifty Cents (\$2.50) per hour effective the first full payroll that begins in June 2017.

H. A Registered Nurse with a master’s degree in nursing or other health related field as approved by PCC and education committee will be compensated with certification pay.

I. The hospital will reimburse one hundred percent (100%) of the certification exam fee upon proof of successful completion one time. Subsequent recertification fees will be reimbursed by the Hospital at 50% unless required by the Registered Nurse’s job description in which case it will then be reimbursed at 100% of the recertification fee. The Registered Nurse is responsible for maintaining CEU’s for recertification.

J. Call Back Premium Pay: Registered Nurses who are on call for their department shall be compensated at one and one-half (1½) times the regular straight time hourly rate of pay, including appropriate differentials provided in this Agreement for all hours worked during the on-call period. On-call pay shall be paid according to Paragraph 22.4.

K. Incentive Pay: The Hospital will commit to pay time and one-half for such additional hours worked, provided the following conditions are met:

1. The Registered Nurse being called in was not previously on an “on-call” status;
2. No other qualified Registered Nurse was available to perform the work in question;
3. Patient care conditions require additional assistance on the unit in question
4. The Registered Nurse has not been offered this shift prior to this date

L. Float Frequency Differential: Registered Nurses who float to two (2) or more units in addition to their originally scheduled unit, within a single shift shall be paid a premium of two dollars (\$2.00) an hour for actual hours worked beginning when the nurse enters the third (3) unit in same shift.

DEFINITIONS

PL = Personal Leave (vacation, holidays, sick)

EI = Extended Illness (used for own serious health condition)

ELU = Excused Leave Unpaid (used for low census only)

ELP = Excused Leave Paid (used for low census only)

FTE = Full Time Equivalent

EWPC = Education Workforce Planning Committee

PCC = Professional Conference Committee

PCS = Patient Care Services

NG = New Grad

CODE FOR NURSES

1. The nurse provides services with respect for human dignity and the uniqueness of the client unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
2. The nurse safeguards the client's right to privacy by judiciously protecting information of a confidential nature.
3. The nurse acts to safeguard the client and the public when health care and safety are affected by the incompetent, unethical, or illegal practice of any person.
4. The nurse assumes responsibility and accountability for individual nursing judgment and actions.
5. The nurse maintains competence in nursing.
6. The nurse exercises informed judgment and uses individual competence and qualifications as criteria in seeking consultation, accepting responsibilities, and delegating nursing activities to others.
7. The nurse participates in activities that contribute to the ongoing development of the profession's body of knowledge.
8. The nurse participates in the profession's efforts to implement and improve standards of nursing.
9. The nurse participates in the profession's efforts to establish and maintain conditions of employment conducive to high quality nursing care.
10. The nurse participates in the profession's efforts to protect the public from misinformation and misrepresentation and to maintain the integrity of nursing.
11. The nurse collaborates with members of the health profession and other citizens in promoting community and national efforts to meet the health needs of the public.

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UNIT BASED COUNCILS

Hospital shall provide information requested by UBC. UBCs shall meet monthly at an established time for a sufficient time period to address the agenda, as determined by the UBC. Unit Council agendas shall be developed and meetings shall be led and staffed on paid time by UBC RNs, all of which shall be within the collective bargaining unit. Each UBC shall have nurse members sufficient to represent the unit.

The Hospital and Association are committed to shared governance. There shall be area-specific Unit Based Councils (UBC).

1. **DEFINITION** Unit Based Councils (UBC) are professional nursing led councils established with a primary focus on patient care, safety and quality outcomes. UBCs empower nursing staff to contribute collectively to the processes related to nursing practice and the nursing work environment.
2. **PURPOSE** Every unit must have a UBC or be combined with another area to form a UBC. The UBC will identify and recommend solutions to unit-related issues. Directors shall help to facilitate, inform, and give guidance on approval processes, particularly involving money, time and resources. The decisions of the council stand as a guideline for that unit. Staff disciplinary issues may not be addressed by UBC. Additional details framing the UBC can be found in individual UBC charters. The UBC focus includes: educational needs, patient care quality and satisfaction, interdepartmental relations, work environment, employee satisfaction, employee engagement, cost management and using resources effectively, staff growth and development, serving as part of a core group to participate in new hire interviews for their unit, inviting experts on specific topics and gathering information internally or externally, and directives from regulatory agencies or administrative council for the purpose of compliance and implementation.
3. **MEETINGS AND MEMBERSHIP** The UBC will provide the meeting agenda and meeting minutes to all staff members. UBCs shall meet monthly at an established time for a sufficient time period to address the agenda, as determined by the UBC. Unit Council agendas shall be developed and meetings shall be led and staffed on paid time by UBC RNs, all of which shall be within the collective bargaining unit. Each UBC shall have nurse members sufficient to represent the unit. UBC members will be elected annually on a rotating basis to avoid total turnover in one election. All employees on the unit may serve on UBC. Any nurse not elected to UBC can attend UBC meetings on unpaid time. A current list of UBC members will be posted in their unit. In the event of a UBC member's resignation there will be a new posting for 30 days and a vote shall be conducted the next month.

MEMORANDUM OF UNDERSTANDING
BETWEEN
ST. PETER'S HOSPITAL AND MNA Local #13 of the Montana Nurses Association
_____ , 2017

Purpose: This Memorandum of Understanding (MOU) reflects our agreements in bargaining and designates the approach as our agreements develop in the effort to address the protection from violence.

The parties agree:

- The employer shall place signs in public areas and patient areas in every unit stating, "We value the safety of our employees and patients. Violence and threats of violence will not be tolerated. Acts of violence will be reported to authorities."
- The definition of assault used shall be Montana Codes Annotate 24-5-201 which states:
 - Assault (1) A person commits the offense of assault if the person:
 - (a) purposely or knowingly causes bodily injury to another;
 - (b) negligently causes bodily injury to another with a weapon;
 - (c) purposely or knowingly makes physical contact of an insulting or provoking nature with any individual; or purposely or knowingly causes reasonable apprehension of bodily injury in another.
- The Workplace Violence Plan developed according to Article__ Section__ of the collective bargaining agreement, once agreed upon by the Hospital's established Committee, mutually agreed upon and implemented, shall be the governing document and take precedent over the items in this MOU.

This agreement is signed this 14th day of December 2017

FOR: ST. PETERS HOSPITAL

FOR: MONTANA NURSES ASSOCIATION



Wade Johnson, CEO
St. Peter's Hospital



Paul Lee, President
Montana Nurses Association Local #13



Karla Smith, HR Director
St. Peter's Hospital



Sondi Lacey, Labor Representative
Montana Nurses Association

Preceptor Program Agreement

Parameters of the Preceptor Program;

- Establish by May 12, 2017 a Steering Committee of 2 SPH management and at least 3 nurses to develop the initial program.
- Include classes and written assignments, and didactic and practical elements
- Unit check list and its usage in the program
- Effective communication between preceptor/preceptee
- Reassignment process for preceptors when requested
- Appropriate curriculum with measurable outcomes to determine competency /successful completion of program
- Mentoring skills, role model critical thinking

Program development deadline: July 1, 2017

No new preceptors will be approved between now and Program completion



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