

**AGREEMENT BETWEEN**

**THE LOCAL BARGAINING UNIT, #18 –  
Anticoagulation Clinic, OF  
THE MONTANA NURSES ASSOCIATION**

**AND**

**ST. PATRICK HOSPITAL CORPORATION**

**September 1, 2017 – August 31, 2021**



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## 1.0 AGREEMENT

1.1 This agreement entered into between St. Patrick Clinic Corporation at Missoula, Montana, hereinafter referred to as "Clinic," and St. Patrick Local unit #18 – Anticoagulation Clinic of the Montana Nurses' Association, hereinafter referred to as the "Association."

## 2.0 WITNESSETH

2.1 WHEREAS, the purpose of this agreement is to promote harmonious relations between the Clinic and its nurses, to secure efficient operations, and to establish standards of wages, hours, and other working conditions for nurses within the collective bargaining unit; and

2.2 WHEREAS, the service of the Clinic and its nurses is the care of the infirm, and the Clinic and its professional nurses have a dual accountability for the care and safety of such patients within the areas of responsibility of care; and

2.3 WHEREAS, the Clinic, its nurses, and the Association agree that their primary obligation is to serve the needs of such patients without interruption and without discord;

2.4 NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereunto agree as follows:

## 3.0 RECOGNITION AND DEFINITIONS

3.1 The Clinic recognizes the Association as the sole and exclusive bargaining representative for purposes of rates of pay, hours, and other conditions of employment for all Registered Nurses employed, by the Anticoagulation Clinic at St. Patrick Hospital, excluding however, anyone employed as follows: the Chief Acute Services Officer, Nursing Directors, Regular Supervisors, Clinical Nurse Manager, Assistant Clinical Nurse Manager, Practice Manager I, Practice Manager II, or any other nurse serving as a coordinator, facilitator, researcher, educator or reviewer, and further excluding all other nurses, professional nurses other than Registered Nurses under the Department of Nursing Service, guards, temporary nurses as defined herein, and supervisors as defined in the National Labor Relations Act, as amended. The Clinic recognizes its obligation to bargain and/or confer on changes made in working conditions. Prior to posting, the Clinic will notify the Local Unit of any newly created nursing positions, not herein defined, prior to inclusion or exclusion from the bargaining unit. In the event bargaining unit positions are eliminated as a result of subcontracting of management services of Registered Nurses covered by this Agreement, the parties shall meet and confer over the effect on bargaining unit nurses.

### 3.2 NURSE DEFINITIONS

A. **Probationary Nurse:** All nurses shall be probationary for the first six (6) months of their employment. The probationary period may be extended, no longer than three (3) months, at the Clinic's sole discretion to provide additional opportunity to assure improvement in competency or conduct or to await the receipt of mandatory documentation. When the decision is made to extend the probationary period, the nurse shall be notified in writing prior to or at the end of the probationary period. During the probationary period, the nurse may be terminated without recourse to the grievance procedure. Probationary nurses do not participate in fringe benefits provided for in this agreement unless specifically included in the provisions for those benefits. Upon successful completion of the probationary period, the nurse's anniversary date shall relate back to the beginning date of employment for the accrual of fringe benefits.

B. **Regular Full Time:** A nurse who has successfully completed the required probationary period who has an assigned FTE and scheduled to work sixty (60) hours (0.75 FTE) up to 80 hours (1.0 FTE) per pay period.

C. **Regular Part Time:** A nurse who has successfully completed the required probationary period who has an assigned FTE and scheduled to work forty (40) hours (0.5 FTE) up to fifty-nine (59) hours (0.74 FTE) per pay period. A 0.5 to 0.74 FTE must be maintained for purposes of health insurance coverage.

D. **Flex Shift Positions:** The 24 flex shift RN position must be regularly scheduled to work sixty (60) hours up to eighty (80) hours per pay period with an 8, 10, or 12 hour flex shift per week or per pay period that can be canceled if there are low volumes. See Flex Schedule.

E. **PDR Nurse:** PDR nurses are those nurses employed to provide supplemental staffing for ill calls, scheduled vacations and other times when additional staffing is required. Their employment shall be pursuant to the ACC Clinic RNs Registry as set forth in Article 15.0 and attached to this agreement as Schedule "A".

F. **Temporary Nurse:** A nurse who is hired for a specified period of time and is so informed at the time of hire and who is hired for special project or to replace a nurse on leave or vacation. The specified period of employment may be extended for one (1) additional three (3) month period for a special project or the length of leave of the nurse being replaced. Temporary nurses who already participate in health and retirement benefits offered by the employer will maintain those benefits while in temporary bid status.

G. **Lead Nurse:** A nurse designated by the nursing manager to coordinate department activities during designated shift. Upon acceptance of this responsibility the nurse will be given a current task list specific to the designated area, and shall be oriented to those tasks. Guidelines for the role will be mutually developed and reviewed annually by the Clinic and nursing staff representatives. Lead Nurses will be chosen by management from the pool of available and qualified staff RNs employed in the Clinic.

## 4.0 NO DISCRIMINATION, NO HOSTILE WORKING ENVIRONMENT, HARASSMENT, AND SEXUAL HARASSMENT

4.1 The Clinic and the Association each agree that they will not discriminate against any nurse applicant or nurse employee because of race, color, religion, national origin, gender, sexual orientation, political beliefs, marital status, membership, non-membership, or activity on behalf of the Association, or age in violation of any law.

Harassment, including sexual harassment, or abusive treatment of employees, patients, or other persons by supervisory or non-supervisory personnel physicians, patients, volunteers, visitors, or vendors on any basis is strictly prohibited.

Refer to St. Patrick Harassment policy HWP-HUM-SPH-L2014B1 for other definitions and procedures. The employer will notify the Union of any proposed modifications to the above policy at least 30 days in advance of implementation and upon the Union's request, will meet with the Union to negotiate over such proposed modifications.

The purpose of this section and policy is to identify those behaviors, which create an intimidating, hostile, or offensive working environment.

### 4.2 Reporting

A. Workforce members should immediately report any concerns of or actions of hostility or any type of harassment promptly to their ACC Clinic Management, Human Resources or the Providence Integrity Line. If the nurse is uncomfortable reporting this to their core leader, the nurse should report the incident directly to Human Resources.

B. A prompt investigation will follow the report of an incident of harassment or discrimination and appropriate corrective action will be taken in a timely manner, as necessary, based on the outcome of the investigation.

### 4.3 Retaliation

Any act of retaliation against an employee who reports, participates in an investigation, or is otherwise involved in such an inquiry is strictly forbidden. Any employee found to have retaliated against another person will be subject to the same discipline as an employee found to have harassed or discriminated against another person.

## 5.0 GENERAL PROVISIONS

5.1 Effect of Invalidity. This Agreement shall be subject to all present and future applicable federal and state laws. Should any provision or provisions become unlawful by virtue of the declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the life of the Agreement. If any provision is held invalid, the parties hereto shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

5.2 Pursuant to the provisions of the Americans with Disabilities Act, the Clinic retains the right to directly discuss with bargaining unit Nurses reasonable accommodations to permit Nurses 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 and devices. The Clinic retains the right to take all necessary steps to comply fully with the terms of the Americans with Disabilities Act.

5.3 Amendments. Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

## 6.0 MANAGEMENT RIGHTS

6.1 The parties to this agreement agree that the right to manage all aspects of the Clinic's operations shall remain with the Directors of the Employer St. Patrick Hospital through its management staff and shall not be impaired in any way so long as the exercise of these rights will not be in conflict with the provisions of this agreement.

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

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

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

6.5 It is agreed that the enumeration above of management rights, which are exercisable in the Employer's sole discretion, shall not be deemed to exclude other management rights not herein specifically enumerated, which the Clinic shall have the right to exercise in its sole discretion. The exercise or nonexercise of rights hereby retained by the Clinic shall not be deemed a waiver of any such rights or prevent the Employer from exercising such rights in any way in the future.



## 7.0 ACC CLINIC COMMITTEE

7.1 The purpose of this committee will be to facilitate communications and cooperation between professional nurses and management; to establish a forum for open discussion of mutual concerns; to identify problem areas; and to improve understanding of problems and needs of professionals and management.

7.2 The committee shall consist of the Senior Director of Nursing PMG, a Human Resources representative, ACC Clinical Manager, up to two (2) nurses from ACC, and leadership from the Montana Nurses Association. The committee shall establish its own meeting schedule, not more often than quarterly and determine its own officers.

7.3 Meetings of the committee may be held on Clinic property and use Clinic facilities. For up to one (1) hour per quarter time spent in Professional Conference Committee and nursing department standing committee meetings will be considered as time worked at the nurse's base wage rate. In no circumstances will time spent in ACC Clinic Committee be paid at an overtime or premium rate.

7.4 The ACC Clinic Committee shall have the ability to create sub-committees from its membership for special problems. The committee shall be advisory and consultative in nature and may make recommendations to Nursing Service Administration.

7.5 In the event a problem is perceived in a policy adopted by the Clinic relating to nursing employment conditions, the policy will be discussed in professional conference committee for nurses' suggestions.

In the event a recommendation of the ACC Clinic Committee is in conflict with agreement, the Association and the Clinic may by mutual agreement through a letter of understanding change the conflicting language.

## 8.0 DEFINITION OF HOURS

8.1. Regular Work Period. The regular work period shall consist of 40 hours within a five (5) day period.

8.2 Regular Work Shift. A regular work shift shall be designated as 4, 6, 8, 10 or 12 hours. Provided however, a different shift may be scheduled by the Clinic from time to time in order to meet patient care needs and provide coverage due to the mix of shifts. In the event there is a different shift that is needed, management agrees to provide 30 days' notice and include RNs in the conversation. Overtime shall not accrue unless the nurse works in excess of 40 hours in a week. In order to meet patient care or short staffing needs, overtime will be paid beyond the end of shift when approved by Clinical Manager. Any shift extension before or after an RN's scheduled shift requested by management shall be compensated at one and one-half (1 ½) times the nurse's regular straight time hourly rate of pay.

Provided that nurses working 4 or 6 hour shifts shall receive the above premium pay only for management requested early or shift extension hours worked in excess of 8 hours in one day.

8.3 Flex Shift Hours - see – Flex Shift Schedule “C”.

8.4 Meal periods are normally thirty (30) minutes and shall not be counted as hours worked. Nurses interrupted during meal periods must also attest to a missed meal by using the current timekeeping system.

8.5 Rest period. A fifteen (15) minute rest period in each four (4) hour period shall be provided each nurse. Nurses must attest to a missed rest period by using the current timekeeping system.

8.6 Nurses shall be compensated at one and one-half (1½) times the regular straight time hourly rate of pay provided in this agreement for all time worked in excess of 40 hours per week.

8.7 Overtime shall not be compounded or pyramided. Overtime resulting from clocking in prior to the start of a shift or clocking out after the end of a shift, is an area that must be managed appropriately.

Management will monitor and address overtime issues that are identified by monitoring overtime and nurse work performance

The Clinic and the Association recognize the importance of decreasing the amount of overtime paid to nurses as part of their joint financial responsibility. The parties agree to the aforementioned process and ongoing communication to decrease the number of end of shift overtime hours. The Association agrees to provide time and effort to communicate, educate, and emphasize the importance of reducing overtime.

8.8 If a nurse reports for work on a regular schedule and is sent home within two (2) hours for lack of work, or if a nurse is asked to report, reports, and is sent home within two (2) hours, that nurse shall receive two (2) hours pay.

8.9 Nurses shall not be scheduled in addition to their bids without prior consent.

8.10 Nurses who are required to testify in court on Clinic related business will 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 will be counted as hours worked in computing overtime pay. Provided, however, nurses who appear as witnesses for a party adverse to the Hospital in any proceeding shall not receive pay for the time testifying, nor shall the time be counted as time worked.

8.11 Nurses who are called for jury duty should notify their immediate supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or subpoena is received. Time off and pay will be administered in accordance to the Employer's Jury Duty policy.

8.12 In the event the disaster plan is activated management may require nursing staff to report to work.

8.13 Time schedules and scheduled days off shall be posted at least two (2) weeks in advance for at least a sixty (60) day period. Posted schedules may be changed by mutual consent between the nurse and the Clinic and any schedule change must be approved and initialed by the affected nurse.

8.14 Exchange of scheduled shifts and/or days off may be arranged so long as the nurse and an equally qualified replacement submit a written request twenty-four (24) hours in advance, and secure the written approval of the appropriate supervisor and overtime pay will not result.

8.15 Every other Friday is payday unless that day is a holiday, in which event payday will be Thursday. Payroll for all nurses shall be by direct deposit.

8.16 Nothing in this agreement shall constitute a guaranteed work day or work week except as expressly defined in this agreement.

8.17 A. The following days will be observed as premium paid Holidays:

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

B Holiday premium at one and one-half (1 ½) times the base hourly rate of pay will be paid for hours worked on the holiday.

## 9.0 PAID TIME OFF PLAN

9.1 The Employer agrees to provide a time off with pay program as offered to other Clinic employees.

## 10.0 NO STRIKE, NO LOCKOUT

10.1 There shall be no strikes, lockouts, or other stoppages or interruptions of work during the life of this agreement. In case of violation of this clause, the parties shall have all legal remedies available to them.

10.2 Both parties to this agreement recognize that it is the individual's right to honor or refuse to honor a picket line.

## 11.0 AGENCY SHOP

11.1 Membership in the MNA and Local Unit shall be a matter of personal choice, on an individual basis, with employed nurses within the bargaining unit. All present or future employed nurses within the bargaining unit who is not a member of the MNA and local unit shall, upon completion of sixty (60) days of employment or within thirty (30) days of the effective date of this agreement, whichever is the later, as a condition of continued employment with the Clinic, will pay a service fee to the Association. Upon request of the objecting nurse, the Association shall provide documentation to the employed nurse of how and by what standards the service fee rate has been established.

11.2 The Employer will deduct membership dues from the salary of each nurse who voluntarily agrees to such deduction.

11.3 The local unit will orient new nurses to this contract for a period not to exceed fifteen minutes during the course of new hire orientation and this item will be added to new hire checklist. The Clinic shall deliver to new nurses during the nursing orientation:

- A. Information as to accessing the current contract between the Association and the Clinic.
- B. A mutually agreed upon Association brochure describing the functions and structure of the Association.
- C. Current Association membership form.
- D. A current Association form for authorizing payroll deduction dues.
- E. A current job description.

The Association agrees to supply the Clinic with sufficient quantities of A, B, C and D.

## 12.0 INSURANCE PROGRAMS

12.1 Effective on the date of hire or from the effective date in a benefit eligible status the Clinic will provide nurses of this bargaining unit with the same medical insurance coverage provided to other clinic employees. Eligible nurses will also be provided: dental insurance, vision insurance, life insurance, long term disability insurance, and the Providence Retirement Plan subject to plan eligibility requirements as set forth in any applicable plan documents and/or policy.

12.2 Workers' Compensation - All nurses shall be covered by workers' compensation insurance carried by the Clinic for the protection of the nurses. Injuries received at work, no matter how minor, must be reported immediately to the supervisor by the filing of an Employee Injury/Incident Report(EIR).

12.3 At the time of employment, all nurses will be required to comply with the new hire, annual and semi-annual employee health requirements according to Clinic policy.

### 13.0 USE OF CLINIC FACILITIES

13.1 The Association, acting through the nurses' local unit, may use the available rooms at the Clinic for Association meetings. The Association shall have the right to use a designated Clinic bulletin, subject to standard Clinic policy, to announce meetings of the local unit, district, state, or national Association, and to otherwise inform its members of professional interest. The Association agrees not to use the bulletin boards to post controversial material. Current Clinic policy is to be followed for room requests for meetings.

13.2 Let it be further understood that the Clinic shall supply a complete list of all registered nurses in the bargaining unit at least every three (3) months, such list to include the names, complete mailing address, shift, home phone number, and nurse status. Each month a list of terminations, new hires, and nurses completing probationary period will be supplied. Once a year the complete list will include the date of employment. Clinic facilities are not to be used for seminars or workshops in collective bargaining. Use of Clinic facilities for other than purely local unit functions will require prior written approval by Clinic.

### 14.0 SENIORITY, PROMOTIONS, TRANSFERS, LAY-OFFS

14.1 All nurses shall accrue seniority from the date of their most recent employment with the ACC Clinic in a bargaining unit position after completion of the probationary period provided herein. Seniority shall be determined by the length of continuous employment.

14.2 Provided qualifications and ability are equivalent, promotions, transfers, new positions, job vacancies, and recall following lay-off shall be governed by ACC Clinic seniority

Layoffs shall be governed by reverse Clinic-wide seniority of Registered Nurses within the impacted unit based on years of employment in a bargaining unit position

Recall from layoffs shall be governed by Clinic-wide seniority based on date of hire as an RN in a bargaining unit position.

The Clinic shall be the judge of qualifications and ability. A lay-off is defined as a separation from employment for reasons not reflecting discredit on a nurse. The nurses affected and the Association shall be advised of lay-offs in writing, stating the reason, at least thirty (30) days in advance, except in cases of emergency.

14.3 Seniority shall terminate upon:

- (a) discharge for just cause
- (b) resignation
- (c) failure to report concerning work following recall from lay-off within three (3) working days after notice of recall, and/or failure to report to work as agreed
- (d) failure to report for work following expiration of leave of absence
- (e) absence from work for three (3) consecutive days without reporting
- (f) lay-off for twelve (12) consecutive months. The occurrence of (c), (d), or (e) shall constitute voluntary termination

14.4 New positions and job vacancies in the ACC Clinic shall be made available to all nurses on the Providence Career website.

## 15.0 POLICY FOR PER DIEM REGISTRY (PDR)

15.1 The Policy for Per Diem Registry is attached as Schedule A. —

## 16.0 TERMINATION OF EMPLOYMENT

16.1 Following completion of the six (6) month probationary period provided in this agreement, a nurse shall not be discharged except for just cause.

16.2 With the exception of probationary nurses, the Clinic shall give two (2) weeks written notice of termination of employment or two (2) weeks pay in lieu of such notice.

16.3 A nurse shall give the Clinic at least two (2) weeks' notice of intent to terminate. It is hereby stated as Association policy that nurses give as much notice of termination as possible.

16.4 Any exiting nurse may schedule an exit interview with Human Resources and/or the Clinical Manager.

## 17.0 EVALUATIONS

17.1 The Employer shall maintain an evaluation system, which provides for nurse evaluations during the probationary period and on an annual basis. Nurses will be given the opportunity to provide a response to the evaluation, which will be retained with the evaluation in the nurse's personnel file

17.2 Evaluations will be discussed with the nurse in a private conference area and relieved of patient care responsibilities, and the nurse will have an opportunity to insert in the evaluation any comment about the evaluation or the work situation. The nurse will acknowledge the evaluation by signature to indicate only that it has been reviewed, and not necessarily agreed with.

17.3 The Employer shall provide nurses access to their personnel files by appointment, subject to the deletion of third party reference material. Such files will be reviewed by the nurse with a representative of the Human Resources Department or the department manager or designee in attendance. A copy will be provided at the usual charge for copies. Each nurse has the right to offer a statement of rebuttal to become part of their personnel file. No disciplinary document shall be added to the nurse's personnel file without prior knowledge of the nurse. All anecdotal records used in evaluation or disciplinary action shall be affixed to the formal disciplinary or evaluation document. All other anecdotal records may be removed from the personnel file after one year at the nurse's request.

## 18.0 DISCIPLINE

18.1 In taking disciplinary action, the Clinic shall follow the principle of progressive action (verbal, written, suspension, termination) directed towards the goal of correction. Provided, however, the parties acknowledge that there may be circumstances justifying immediately suspension and/or discharge.

18.2 All verbal and written warnings will be documented as such in the nurse's personnel file, and shall include the date and reason, and the nurse's signature acknowledging receipt of the warning. Verbal and written warnings shall take place in a private area. When appropriate, counseling shall include written goals, objectives, and means of achieving the same and if requested, copies of documents used in assessment of the action.

18.3 Discipline shall be instituted within ten (10) working days of management's knowledge of the infraction giving rise to the discipline.

18.4 Any disciplinary action here under shall be subject to the grievance and arbitration clause of this agreement.

18.5 Whenever there is a meeting between a nurse and the supervisor or administration which may result in a written disciplinary action, the nurse shall be advised of the right to have an Association representative present. If the nurse declines, it will be documented on the disciplinary form.

## 19.0 GRIEVANCE PROCEDURE

19.1 In the event of any controversy concerning the meaning, application, or alleged violation of any provision of this agreement, not expressly excluded from grievance procedures, such controversy shall be treated as a grievance and shall be settled, if at all possible.

A grievance must be signed by the individual filing the grievance and a copy provided to a local unit representative and the MNA Office. No grievance shall be filed or processed based upon facts or events which have occurred more than ten (10) working days before the grievance is filed. All grievances not filed within this ten (10) day period are invalid and shall be deemed waived by the aggrieved party. Failure of the Clinic to respond to a grievance within the time limits prescribed shall automatically refer the grievance to the next step in the grievance procedure. Any grievance not carried to the next step by the Association or nurse within the prescribed time limits shall be automatically closed on the basis of the last disposition. The steps and applicable time limits are outlined below.

19.1.1 Informal Resolution. It is the intent of the Employer and the Association that issues pertaining to the interpretation or application of this Agreement be resolved informally between the nurse and her/his immediate supervisor. In the event such issue cannot be resolved informally, it shall be processed,

### STEP 1 – Nurse and the Practice Core Leader

Nurse submits grievance in writing within ten business days (M-F) of event.

Nurse and Practice Core Leader meet within five business days of submission of grievance.

Practice Core Leader responds in writing within five business days of meeting.

If Nurse does not have a Practice Core Leader, begin at Step 2

### STEP 2 – Nurse and Senior Director of Nursing PMG

Nurse appeals in writing within five business days of Practice Core Leader response.

Nurse and Senior Director of Nursing-PMG meet within five business days of appeal.

Senior Director of Nursing PMG responds in writing within five business days of meeting.



### STEP 3 – Nurse and Physician Exec-Ambulatory Svcs

Nurse appeals in writing within five business days of Senior Director of Nursing PMG response.

Nurse and Physician Exec-Ambulatory Services meet within five business days of appeal.

Physician Exec-Ambulatory Service responds in writing within five business days of meeting.

In the event the Association does not agree with the written final decision of the Physician Exec-Ambulatory Services, within fifteen (15) days of receipt of such decision, the Association shall have the opportunity to bring the grievance forward to arbitration.

19.2 Working/business days shall mean all days except weekends and holidays. The time limits set forth herein may be extended by mutual agreement between the parties in writing. No grievance or grievance processing shall interfere with the work of the Clinic. Time spent by a grievant in the grievance process shall be without pay.

19.3 In the event the parties are unable to resolve a grievance pursuant to the foregoing procedure, either party may request within five (5) days of the decision in Step 3 that the issue be submitted to mediation in an effort to avoid arbitration. Any such mediation shall be non-binding unless the parties reach mutual agreement on a compromise, in which event the grievance will be resolved. Selection of the mediator will be by mutual agreement of the parties. The expense of mediation shall be born equally by the parties. If mediation is requested, the time for notice of arbitration shall be tolled until the completion of mediation.

## 20.0 ARBITRATION

20.1 In the event the parties are unable to resolve a grievance, either party may request within five (5) days of the decision in Step 3 that the issue be submitted to mediation in an effort to avoid arbitration. Any such mediation shall be non-binding unless the parties reach mutual agreement on a compromise, in which event the grievance will be resolved. Selection of the mediator will be by mutual agreement of the parties. The expenses of mediation shall be born equally by the parties. If mediation is requested, the time for notice of arbitration shall be tolled until completion of mediation.

20.2 In the event a grievance is submitted to arbitration within the time limits prescribed in the grievance procedure, the Clinic and the Association shall select a disinterested third party to serve as arbitrator within five (5) working days from the date the matter is submitted to arbitration. In the event the parties are unable to agree upon an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit the names of eleven (11) arbitrators. The loser to a coin toss between the parties shall strike the first name on the list, the winner the second and so forth, until the last arbitrator remains as the individual to arbitrate the case.

20.3 The decision of the arbitrator shall be final and binding upon the Clinic, the Association, and the Nurse. The cost of the arbitrator shall be borne equally by the parties.

Each party shall bear the cost of presenting its own case. The arbitrator selected shall be requested to render a written decision within thirty (30) days following the arbitration hearing.

20.4 The arbitrator shall have no authority to add to, or subtract from, or modify any of the terms of this agreement. The arbitrator shall not have any authority to substitute his discretion for management's discretion.

20.5 The arbitrator shall have no power to establish language for this agreement, wage scale rates or new or changed jobs or to change any wage rates or fringe benefits.

20.6 Upon mutual agreement of the parties, in special instances, arbitration shall be referred to a panel of five (5) persons consisting of two (2) representatives selected by each party and a disinterested chairman selected in the same manner as provided for selection of the arbitrator. Such panel shall be subject to the same limitations as provided for the arbitrator.

## 21.0 TOTALITY OF AGREEMENT

21.1 This agreement constitutes the entire agreement between the Association and the Clinic and no alteration, understanding, variation, waiver, change or modification of any of the terms or conditions of this agreement shall be applicable unless agreed to in writing by the Clinic and the Association. The parties agree that each, during the negotiation of this agreement, had an opportunity to raise and negotiate any and all issues or questions concerning wages, hours and other conditions of employment, and waive further discussion unless by mutual consent.

## 22.0 PROFESSIONAL DEVELOPMENT

22.1 The primary responsibility for education rests with each individual nurse. Nurses are required, during the evaluation process to communicate their suggestions and requests with regard to educational topics to be covered to the appropriate Manager. The Association agrees to promote active participation in, and attendance at the educational programs provided by the Clinic.

22.2 When education programs are posted, the Clinic will indicate if attendance is mandatory. Compensation for mandatory in-services shall be at the nurse's regular rate of pay unless the Clinic requires attendance at a time that results in overtime.

22.3. The Clinic will orient new and returning nurses to the institution, its policies and procedures, the nurses' functions and responsibilities as defined in the job description. Orientation will meet all Joint Commission requirements as well as any requirements described in the nurse practice act. Except in case of extenuating circumstances, orientation will not be superseded by staffing requirements.

22.4 Nurses may be required to give in-service training after completing a course.

22.5 Nurses required by the Clinic to attend educational seminars or meetings shall be reimbursed for registration fees, public transportation at cost, or with the approval of the Senior Director of Nursing PMG, personal transportation expenses at current IRS sanctioned rate for the driver furnishing the automobile. Lodging and meals shall be reimbursed on the basis of reasonable and prudent expense.

22.6 Educational leave required by the Clinic shall be without loss of pay to the Nurse.

22.7 In-service education programs will be provided on a continuing basis for all nursing personnel. It is the responsibility of all nursing Nurses to attend mandatory in-service programs. Applicability to specific personnel will be indicated on the program notices. All nurses will be compensated for attendance at appropriate in-service education meetings.

22.8 Each registered nurse will be paid for all Clinic required education.

22.9 All nursing staff may have one National Certification identified on their name badge. In the event a staff member has more than one certification, the certification that is most closely associated with the work area will be designated on the badge. The National Certifications permitted are those recognized by or provided through National Nursing Membership Associations.

## 23.0 LEAVES OF ABSENCE

23.1 The Employer agrees to provide leave of absences consistent with the federal and state regulations. Additionally, the Employer agrees to provide Nurses the same leaves of absence available under existing leave policies. The Employer will notify the Union of any proposed modifications to its leave of absence policies at least 30 days in advance of implementation, and upon the Union's request, will meet with the Union to negotiate over such proposed modifications. However, the Employer will have no obligation to negotiate over modifications that must be implemented under local, state or federal law, and nothing herein is intended to otherwise reopen this Article or any other Article of this Agreement.

## 24.0 – DIFFERENTIALS AND PAY PREMIUMS

24.1 Lead Nurse Differential: Employees designated as Lead Nurse in a posted lead nurse position shall be paid an additional \$2.00 per hour for all hours worked as a lead.

24.2 Preceptor Differential: Nurses who have completed preceptor training will be defined as designated preceptors and will receive an additional \$2.00 per hour for hours worked precepting in that position. This applies to precepting Registered Nurses as a new hire or new to a department. This does not apply to precepting students, lead nurses, or positions other than Registered Nurses. The preceptor training will be provided as needed. Lead RNs who orient a new nurse to the Clinic are not eligible for preceptor pay.

24.3 Certification Differential: The clinic will pay a differential of \$2.00/hour when a nurse has achieved and maintains certification in Clinic approved and nationally recognized qualification programs specifically applicable to the nursing department in which the nurse is employed. Current employees who are receiving certification pay and transfer to a department where that particular certification is not applicable will continue to receive certification pay until they are eligible to take an applicable certification for that unit. If the nurse does not obtain a department applicable certification when they become eligible, the nurse will no longer receive certification pay.

It is the nurse's responsibility to submit appropriate documentation to Human Resources in order to be considered for certification pay.

Upon initial certification, validation of passing the certification exam and the actual certificate from the certifying body with effective dates must be provided to HR. It is the nurse's responsibility to provide both validation of the initial passing score and to provide the certificate from the certifying board with expiration date within three (3) months of the initial certification. If the nurse does not do so, certification pay will end until such documentation is received and no retroactive pay will be processed.

The \$2.00 per hour certification pay will be effective at the beginning of the pay period following validation of the documentation by HR. The differential is \$2.00 regardless of multiple certifications.

Upon recertification, the nurse must provide documentation on or before the expiration date in order for certification pay to be continued. No retroactive pay will be processed if the nurse timely fails to provide proof of recertification.

24.4 Extra Shift Premium: Nurses agreeing to work Management requested additional shift of four (4) hours or greater above their normally scheduled shifts will be eligible for a \$20.00 extra shift incentive premium. 24-Flex and PDR staff are not eligible for extra shift incentive premium. Shift trades are not eligible for the extra shift incentive premium. No overtime shall be paid until the Nurse reaches over forty (40) hours in a week.

24.5 Shift Extension Pay: Any shift extension before or after a RN's scheduled shift requested by management shall be compensated at one and one-half (1 1/2) times the nurse's regular straight time. Provided that nurses working four (4) or six (6) hour shifts shall receive the above premium pay only for management requested shift extension worked in excess of eight (8) hours.

24.6 Overtime: Nurses shall be compensated at one and one half (1 1/2) times the regular straight time of pay provided in this agreement for all time worked in excess of 40 hours per week. In order to meet patient care or short staffing needs, overtime will be paid beyond the end of the shift when requested and approved by Management. All overtime must be approved by Management prior to being worked. The nurse will document on the current timekeeping system for overtime approval.

Overtime shall not be compounded or pyramided. Overtime resulting from clocking in prior to the start of a shift or clocking out after the end of the shift, is an area that must be managed appropriately.

#### 24.7 Holiday Pay:

A. The following days will be observed as premium paid holidays:

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

B. Holiday premium is paid at one and one-half (1 ½) times the base hourly rate of pay will be paid for hours worked on the holiday.

Holiday pay is paid at 1 ½ pay for hours worked during the following times of the holiday:

New Year's and Christmas:

- New Year's Eve (15:00 to 24:00)
- New Year's Day (00:01 to 15:00)
- Christmas Eve (15:00 to 24:00)
- Christmas Day (00:01 to 15:00)

All other holidays:

- Independence Day (00:01 to 24:00)
- Memorial Day (00:01 to 24:00)
- Labor Day (00:01 to 24:00)
- Thanksgiving Day (00:01 to 24:00)

24.8 PDR Differential: See Schedule A Section 8 – “POLICY FOR PER DIEM REGISTRY (“PDR’S”)”.

24.9 Flex shift is not eligible for extra shift premium. See Schedule D "Flex Shift".

## 25.0 – REGISTERED NURSES – WAGE MATRIX

25.1 Effective the first full pay period following ratification, current ACC Registered nurses will be evaluated according to their total nursing experience at the date of ratification and placed into the appropriate step on the Year 1 column of the scale to no greater than the sixteen (16) year rate, provided that the Step does not result in a decrease to the employee’s current base wage rate. Effective the first full pay period following ratification, current ACC nurses above the 16 year rate will be placed on the step closest to their existing base rate, provided the step does not result in a decrease. Effective the first full pay period following ratification, existing ACC nurses above the 20 year credited base rate will receive a 3.0% increase to their current base wage rate.

### Minimum Hourly Rates:

	Year 1	Year 2	Year 3	Year 4
Contract Step	Effective September 3rd, 2017	Effective September 2018	Effective September 2019	Effective September 2020
Base	\$26.10	\$26.36	\$26.62	\$26.95
1	\$26.62	\$26.89	\$27.16	\$27.50
2	\$27.15	\$27.42	\$27.69	\$28.04
3	\$27.69	\$27.97	\$28.25	\$28.60
4	\$28.24	\$28.52	\$28.81	\$29.17
5	\$28.80	\$29.09	\$29.38	\$29.75
6	\$29.38	\$29.67	\$29.97	\$30.34
7	\$29.97	\$30.27	\$30.57	\$30.95
8	\$30.57	\$30.88	\$31.19	\$31.58
9	\$31.18	\$31.49	\$31.80	\$32.20
10	\$31.80	\$32.12	\$32.44	\$32.85
11	\$32.39	\$32.71	\$33.04	\$33.45
12	\$32.99	\$33.32	\$33.65	\$34.07
13	\$33.60	\$33.94	\$34.28	\$34.71
14	\$34.22	\$34.56	\$34.91	\$35.35
15	\$34.84	\$35.19	\$35.54	\$35.98
16	\$35.47	\$35.82	\$36.18	\$36.63
17	\$36.11	\$36.47	\$36.83	\$37.29
18	\$36.74	\$37.11	\$37.48	\$37.95
19	\$37.38	\$37.75	\$38.13	\$38.61
20	\$38.03	\$38.41	\$38.79	\$39.27

The only base rate wage increase for ACC nurses shall be upon ratification in contract years – 1 - 4 as set forth in this Agreement. RNs shall progress to the next step effective the first full payroll in September of 2018, the first full payroll in September of 2019, and the first full payroll in September of 2020 and shall receive the corresponding increase for that step based upon credited experience. If an existing RN’s base rate is above pay rate in step 20, they will receive a flat three percent (3.0%) to their base rate of pay.

Effect the first full pay period upon ratification, RN's hourly base rates will be capped at \$43.00 hour with any dollar difference of this cap based on their FTE in a lump sum.

25.2 In order to progress to the next step, nurses must satisfactorily complete mandatory requirements and have an annual TB test where required. Failure to complete annual mandatory requirements is grounds for termination. Nurses who meet their mandatory requirements and complete the annual TB test where required will progress to the next step. Step progression is based on contract date of September and not individual anniversary date.

### 25.3 Past Experience

Upon ratification, future ACC registered nurses hired under this contract will be evaluated according their total nursing experience at the date of hire and placed into the appropriate step on the Year 1 column of the scale to no greater than the sixteen (16) year rate.

Experience is recognized for determining the entry level base wage of a newly hired RN (up to a maximum of sixteen (16) credited years (Step 16) as follows:

1. Recent RN experience must be within the last two (2) years. A deduction of two (2) years will be made to the total credited years that do not comprise recent experience.
2. Prior RN experience at St. Patrick Hospital equals 100% of years of experience.
3. Prior applicable RN experience with similar responsibilities and competencies receives 100% of year's experience.
4. LPNS who become ACC RN's shall have fifty percent (50%) of their St. Patrick Hospital, Providence St. Joseph Medical Center – Montana, or PMG – Montana, experience counted toward placement on the base wage scale, up to a maximum of the sixteen (16) year rate.
5. In calculating a new hire's position based on the above criterion the clinic may not place a new hire at a greater experience/wage level than a presently employed nurse with the same credited experience.

Based upon the criteria above, a new hire will be paid the base hourly rate on the following wage scale.

## 26.0 PROFESSIONAL RIGHTS

26.1 The nurse shall act to safeguard the patient when his/her care and safety are affected. It shall be the nurse's duty to relate in writing any problem which relates to the care and safety of patients to his /her supervisor, manager or appropriate department head. The written report shall be submitted for review to the immediate supervisor.

26.2 The nurse will be scheduled for an orientation or residency program according to the scope and level of his/her clinical qualifications. The Clinic shall be responsible for adequate orientation before assignment to a nursing position. Position objectives will be met prior to completion of the probationary period.

26.3 The Association will cooperate with the Clinic in encouraging attendance of bargaining unit members at unit meetings, special interest groups, orientation and in-service, Shared Governance Councils, and other meetings appropriate to the nurse's professional role. Attendance must be in person in order to qualify for compensation.

26.4 The Clinic will provide an adequate staffing system per the Joint Commission standards. If a nurse wishes to raise a matter relating to a particular staffing situation, she/he may do so by contacting the immediate supervisor, or by filing an "Assignment Despite Objection" form with copies forwarded to the Practice Core Leader, Senior Nursing Director PMG, and to the Association.

26.5 It is the nurse's responsibility to participate in the upgrading of nursing standards, practice and education.

26.6 All matters related to the practice of nursing for a nurse and the employer shall be in accordance with the Montana Nurse Practice Act and the ANA Code for Nurses. In the event the Board of Nursing - State of Montana, makes a change to the status of an RN's license, the RN shall report such change to the ACC Clinical Manager in writing within 14 days. The employer will not routinely require a Registered Nurse to function in a position or perform tasks that the nurse has not been oriented to perform. Nurses covered by this agreement will not be required to participate in any activity that is illegal or unethical per the ANA Code for Nurses. A nurse has the obligation to notify their immediate supervisor of their objections to the activity in question and pursue a remedy. A nurse may refuse to participate in the illegal or unethical act pending action by the employer and have recourse through the grievance procedure provided herein. However, nothing provided herein shall be construed to permit a nurse to interfere with or obstruct the administration of the procedure or treatment to which an objection is made.

## 27.0 LOW CENSUS DAYS OFF

27.1 During periods of low patient census, it may be necessary to reduce staff on a short-term temporary basis. It is the desire of the parties hereto to distribute low census days off as equitably as possible while keeping an adequate number of nurses available with the qualifications necessary to accommodate the patients in the Clinic.

27.2 When low census days are required, the Clinic will first ask for volunteers. A voluntary low census day (VLCD) is a request to not work on a particular shift if you are not needed to meet the staffing needs of the Clinic. A request for VLCD does not guarantee that the nurse has the day off. VLCD request guidelines are as follows:

- A. Requests are listed on the calendar in the lead office. Request are made no more than 14-days prior to the day you wish to be off.



- B. Before VLCDs are granted for any given shift, core staffing needs must be met for the Clinic. When the Clinic has more staff than needed for the particular shift, staff are asked to voluntarily move to a shift later in the week, or a VLCD may be granted.
- C. After ensuring core staff needs are met, including PDR, Flex and regularly Scheduled staff; expertise available in the requesting nurse's area is the first criteria considered when making a decision to grant a VLCD. Strengths and weaknesses of the core staff are considered, i.e., avoid giving most experienced staff off when only newly hired or new graduate nurses would remain. Discussion with the Manager/Supervisor is encouraged in these situations.
- D. Decisions related to granting of VLCD are made at the daily huddle.
- E. It is the goal to be fair and consistent in granting time off for a low census. It is also important to be able to respond to a census that may change dramatically over several hours.
  - Time off for low census will be granted only increments of 4 hours.
  - Staff granted a low census will call back to determine if an additional 4 hour Low Census may be granted.
  - Once a 4 hour increment is granted, the nurse does not need to remain at home, but must remember to call back if ~~you are~~ requesting an additional 4 hours.
- F. When Directors/Supervisor/Manager are not aware of any request for VLCD and there are too many staff scheduled, the mandatory low census language of the contract is followed.

27.3 If there are insufficient volunteers, then a low census day will be assigned on a rotating basis, beginning with the least senior nurse to a sufficient number of nurses to accomplish the necessary reduction. Nurses receiving a mandatory low census have the option of taking a MLC for the entire shift, or receiving it in four (4) hour increments. Nothing herein contained shall require a low census be assigned to a nurse whose position is necessary to patient care. However, when a regularly scheduled RN is forced to take a mandatory VLCD, he/she will have the option of reviewing the schedule at the Clinic for the remainder of the week. If a PDR is scheduled to work a shift that the regularly scheduled RN is qualified to work, the regularly scheduled RN may replace the PDR nurse for that shift, provided that the RN will not incur overtime.

During periods of extreme low census when the Clinic has an oversupply of nurses and is unable to reduce the number of nurses by giving mandatory/involuntary twelve (12) low census per month or through voluntary low census days off, the Clinic and/or Clinic and Association shall meet to discuss, develop, and mutually agree upon a plan to accomplish the necessary reduction.

Conversely during periods of high census/volume, the Clinic and/or Clinic will attempt to offer additional hours to those nurses who have had involuntary low census hours.

27.4 Nurses scheduled for orientation shall not be interrupted by low census days off during such program.

27.5 Low census time off shall count toward seniority and vacation benefits.

## 28.0 TERM OF AGREEMENT

28.1 This agreement shall be effective on the 1st day of September 2017, and shall continue in effect until August 31, 2021 and yearly thereafter from September 1, 2021, unless one of the parties hereto shall serve notice in writing upon the other party hereto of an intent to modify or terminate not less than ninety (90) days prior to the expiration date or any anniversary thereafter. If such notice is served by either party hereto, this agreement shall terminate upon its expiration date.

This agreement shall be binding upon all successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

## SCHEDULE "A" POLICY FOR PER DIEM REGISTRY (PDR'S)

**PURPOSE:** To provide supplemental clinic specific core staffing for ill calls, scheduled vacations, and additional needs. PDRs will not be used to replace regularly scheduled full or part time staff or avoid posting new positions if the census remains regularly high.

1. PDR's shall be evaluated following a 6-month probationary period and annually thereafter. All nurses will be required to complete all annual competencies (i.e. Health Stream, APE, clinic meetings, and ACC clinic specific competencies).
2. ACC PDR's will report to the ACC Management, or designee. Management has sole discretion in determining clinic specific needs.
3. PDR nurses may participate in the voluntary low census day (VLCD) option and place their name on the low census list if they desire. Their request will be evaluated and ranked as if they were regularly scheduled staff. In cases of mandatory low census, PDR nurses will be called off before regularly scheduled staff.
4. Scheduled PDR shifts which are cancelled due to low census, shall be counted as shifts worked for the purpose of meeting PDR obligations. This section does not guarantee to any PDR nurse any definite number of minimum hours or work per day or week, nor does it restrict the right of the clinic to reduce or cancel scheduled hours or shifts. If a scheduled shift is cancelled before the start of a shift, then no pay is received. \*\*There is no call-off pay.
5. Scheduled PDR nurses sent home early for clinic convenience receive actual time worked.
6. During orientation, meetings, and for education hours, PDRs will receive their straight hourly rate unless they exceed 40 hours a work week.
7. ACC PDR nurses will be required to meet the following PDR minimums: be available for eight (eight) shifts per quarter or work a minimum of sixty-four (64) hours per quarter. ACC PDR nurses will receive a two dollars (\$2.00) per hour PDR bonus, in addition to their base hourly rate of pay, for all direct patient care hours worked.
8. Staff not meeting PDR obligations for a period of four months will be considered a voluntary resignation.
9. PDR's are required to provide a list of available shifts to their manager prior to each posted schedule, or earlier.

10. PDR availability shall be based on the department specific schedule. When new schedules for regularly scheduled staff are posted, the ACC Management, or designee shall indicate which shift(s) lack core staffing and PDRs may sign up for shifts as follows:
  - a. Available: This indicates the nurse's potential availability for a specific shift(s) and date(s). This person would then be called to work that shift if needed. PDR staff who sign up as "available" for a shift and later become unavailable, must notify the ACC Management, or designee.
  - b. Pre-Scheduled: A committed shift to fill a known need on a schedule for a particular unit is considered a pre-scheduled shift. If the PDR nurse is unable to work the pre-scheduled shift, it is the PDR nurse's responsibility to find a replacement and have the trade approved by the appropriate manager. Illness or the unexpected emergencies are excluded.
11. PDR seniority is defined by hours worked within the ACC clinic.
12. PDR staff may work for regularly scheduled staff when obligations have been fulfilled and no overtime is accrued. All PDR direct patient care hours worked are at the PDR rate. Trades are not counted toward fulfilling contract commitment obligations.
13. Mandatory education applicable to the job functions and pre-approved by management will be paid by the clinic. PDR's will, at their own expense, maintain clinical competency in which they work in compliance with all state licensing requirements and any certification required by ANA or MNA.
14. All clinic policies apply to PDR staff and PDR staff will be responsible for keeping themselves informed of changes and additions to policies and procedures.
15. PDR nurses are not eligible to purchase health and dental benefits.
16. PDR's will be allowed to bid for ACC clinic temporary postings with the option to resume their PDR status when the length of the posting is complete.
17. Regularly scheduled staff changing from a regularly scheduled nurse to a PDR position will be required to cash in their accrued PTO at the time of the status change.

## SCHEDULE "B" PAID TIME OFF (PTO)

Paid Time Off (PTO) is a unique benefit that combines the traditional vacation, holiday, and short term sick leave into a paid “bank” of time off. It is available to part-time and full-time employees. PDR Nurses are not eligible to participate in the PTO plan. Employees begin accruing PTO hours on their first day of regularly scheduled employment and PTO hours may be taken once they are accrued, on a pre-approved basis only.

Short-term disability insurance will be provided to each eligible RN at no cost.

### PTO:

Eligible nurses will earn PTO each pay period at the following rates based on actual hours worked in the previous two weeks. PTO will not be earned on any hours exceeding a 1.0 FTE status (i.e., 40 hours per week).

Length of Service in Benefit Status Accrual	PTO Accrual per hour	Earnings per Pay Period (Based on 1.0 FTE)*	Max PTO Accrual
Less than 3 years	.0961	7.69 hours	300 Hours
3 to less than 5 years	.1077	8.62 hours	336 Hours
5 to less than 10 years	.1153	9.23 hours	360 Hours
10 to less than 15 years	.1269	10.15 hours	396 Hours
15 to less than 20	.1346	10.77 Hours	420 Hours
More than 20 years	.1346	10.77	420 hours

\*PTO earnings per pay period pro-rated if work less than 1.0 FTE. Maximum accruals are not pro-rated.

### Eligible Hours:

Eligible hours for accrual of Paid Time Off (PTO) are defined as:

- a. Regular hours worked
- b. Paid Time Off hours paid
- c. Extended illness hours paid
- d. Low-Census hours taken off for the Clinic's convenience
- e. Short-term disability benefits paid

Note: Overtime hours, if applicable are excluded.

Provisions of Paid Time Off (PTO):

1. Part-time and full-time employees are eligible to accrue Paid Time Off (PTO).
2. Paid Time Off (PTO) is considered useable once it is accrued.
3. PTO hours/days must be accrued before time can be taken off with pay.
4. PTO hours must be approved and scheduled in advance by the employee's supervisor in order to be paid. In case of illness, the employee must notify his/her immediate supervisor or designee before the scheduled start of a shift and daily thereafter before start of shift. A supervisor may approve PTO payment for illness when an employee goes home after starting a shift. PTO paid for illness will be paid in the amount of the scheduled hours missed.
5. The following days will be considered as traditionally designated PTO holidays: Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving Day.
6. Compensation for PTO hours will be at the employee's base hourly rate.
7. Upon termination, all accrued PTO will be paid out in conjunction with the normal pay periods.
8. Management shall have established policies regarding their scheduling needs and the needs of their employees.
9. Regularly scheduled days or hours off without pay will not be granted to employees who have accumulated hours except in the following cases:
  - a. When such leave is at the clinic's request
  - b. Active military duty training
  - c. Educational purposes
  - d. Low census periods
10. Employees working on traditionally designated holidays will be compensated at the rate of one and one half (1½) the employee's regular rate of pay.
11. A nurse changing from a regularly scheduled employee to a PDR position will be required to cash in their accrued PTO at the time of the status change.
12. A nurse may donate Paid Time Off to another employee of St. Patrick Hospital in cases where the employee has been absent from work for a period long enough to exhaust their own available accrued leave (i.e., Paid Time Off and any available EIB. The donating nurse must maintain a minimum of forty (40) hours in his/her own PTO bank. Receipt of or donation of PTO must be in accordance with the PTO Donation policy.

13. Subject to changes in the law, bargaining unit nurses are allowed to access their frozen EIB balances for an approved state or federal leave to care for a family member including maternal and paternal baby bonding through 2019. Family member is defined by each specific leave law. In the case where the caregiver qualifies for both a federal and state leave, the most generous definition of “family” will apply. Caregivers will be unable to access existing EIB hours without an approved leave of absence. Caregivers should apply for the leave by contacting the third-party administrator. EIB can be used to supplement short-term disability (STD) benefits to 100% of base pay for the life of the claim or until EIB is exhausted through the end of 2017.
- The use of EIB is optional. When requesting a leave of absence, the caregiver will be asked if they would like to use any available EIB. If yes, available EIB will be applied by Payroll for the life of the claim/leave or until the EIB bank is exhausted. No exceptions will be made.
  - Caregivers going out on an approved continuous leave for a family member will be required to use three days (24 hours) of Paid Time Off (PTO) before EIB is available.
  - Caregivers approved for intermittent leaves for a family member will be required to exhaust all PTO before EIB is available.
  - Once a leave of absence or short-term disability ends, mothers who move directly to an approved baby bonding leave will not be required to use PTO for the first three days (24 hours) of their leave. EIB will be available from the beginning of the approved baby bonding leave.
  - Mothers who return to work after the birth of their child and then go out on an approved baby bonding leave will be required to use PTO for the first three days (24 hours) of their leave.
  - Those taking a paternity leave or a leave for the placement of a new child will be required to use PTO for the first three absences.
  - EIB is paid through the normal payroll cycle at the caregiver’s base rate of pay (does not include shift differential or premium pay). Advance EIB payments are not allowed.
14. Flex nurses will be paid for worked hours only and will accrue and receive PTO benefits based on actual hours worked. See Schedule D "Flex Shift"

## SCHEDULE "C" POLICY FOR FLEX SHIFT SCHEDULE (24-FLEX)

1. The 24 flex shift RN position must be regularly scheduled 60 up to 80 hours per pay period with an 8, 10, or 12 hour flex shift per week or per pay period that can be canceled if there are low volumes.
2. 24-Flex shift positions will be determined by clinic, based on individual clinic needs.
3. The benefit for staff in a 24-flex position is that 24-FLEX nurses are considered full-time for the purpose of benefits, even though some weeks the nurse may work part time hours if their FLEX shift is cancelled.
4. Flex shifts will be scheduled on a mutually agreed upon day between the staff and the Clinic Manager. The Clinic Manager will identify the nurse's flex shift each week on the schedule. Flex shift length can be either an 8, 10, or 12 hour shift per week or pay period.
5. 24-Flex staff will be paid for worked hours only and will accrue PTO based on actual hours worked. For purposes of vacation, 24-flex staff will be required to use PTO based on a 24-hour work week but can exercise the option to use additional PTO hours to include their regularly scheduled flex shift. 24-FLEX nurses are identified in the payroll system as a .8 FTE.
6. If canceled on a flex shift, flex staff can exercise the option to use PTO for the canceled shift, but are not required to use PTO. If a flex staff calls in ill on their flex shift day, they will be required to take PTO for that shift.
7. Flex shift must be cancelled one hour prior to the start time of the shift, based on the needs of the clinic. It is the responsibility of the Clinic Manager or designee to notify the staff if the flex shift is cancelled. If staff are cancelled on their FLEX shift day, they are cancelled for their entire shift and not required to be on LC and call in at 4 hour increments. If mutually agreed upon by the nurse, and Clinic Manager, the 24-Flex RN may agree to be available throughout the flex shift day, or at a different date or time for a full or partial flex shift, if original flex shift is cancelled.
8. 24-Flex shifts are paid at the RN's base rate of pay plus any appropriate shift differentials. A Flex shift is not eligible for call-in pay or on-call pay premiums.
9. To be eligible for a flex shift position a RN must meet one the following criteria:
  - A. May be hired into 24-Flex position;
  - B. RN must currently hold up to a 40 hour per week bid and be willing to reduce to 24 hours per week plus a scheduled FLEX shift of 8, 10, or 12 hours per week that can be cancelled by the clinic one (1) hour prior to the start of the shift if the RN is not needed; or
  - C. RN must currently hold a minimum of 24 hour per week bid and be willing to increase scheduled bid to include an additional 8, 10, or 12 hour FLEX shift per week.







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