

C O N T R A C T

BETWEEN

**MONTANA NURSES
ASSOCIATION
LOCAL UNIT #21**

And

GLENDIVE MEDICAL CENTER

NOVEMBER 1, 2017 - OCTOBER 31, 2020

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EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into between GLENDIVE MEDICAL CENTER, Glendive, Montana, hereinafter called "Medical Center", and the MONTANA NURSES ASSOCIATION, LOCAL UNIT #21, hereinafter called the "Association".

ARTICLE I - RECOGNITION

The Medical Center recognizes the Association as the exclusive representative of all registered nurses employed at the Medical Center on a full-time or part-time basis, with the exception of casual RNs, temporary RNs, shift managers, directors of nursing, and Advance Registered Nurse Practitioners, for the purpose of collective bargaining with respect to salaries, rate of pay, hours of employment, and other terms and conditions of employment and nursing practice, and other benefits.

Temporary RNs are those nurses who are hired on a temporary basis for a specific time and position and for no more than three (3) months. Temporary RNs are not eligible for any rights or benefits provided by this Agreement except: wages, shift differential, time and one-half for overtime hours, and orientation.

GMC will use its best efforts to not fill regularly scheduled positions with contract RNs (travelers).

The Medical Center will deduct Association membership dues from the salary of each RN who voluntarily agrees to such deduction. Authorization, once filed, shall be irrevocable for a period of one (1) year from the date of signature and such authorization shall be automatically renewed for successive periods of one (1) year unless written notice of the revocation is given by the RN to the Medical Center. Withheld amounts shall be forwarded to the Association office following the actual withholding together with a record of the amounts and names of those for whom deductions have been made.

The Medical Center will provide the Association with the name, address, and phone number of each newly hired RN or RN who transfers into the bargaining unit within ten (10) working days of hire or transfer.

Monthly, by the tenth of each month the Medical Center will provide the Association with a list of all RN's covered under the Agreement including complete address; phone number; date of hire as a bargaining unit RN; eligible date or ineligible date, FTE status and rate of pay.

NOTICES

1. The Union shall be permitted to post union notices in designated non-patient care areas.
2. The notices shall not be posted during work time; however, posting while on breaks or during meal periods is acceptable.

The Association will be allowed a reasonable time during general employee orientation for explanation of MNA benefits, bargaining representative matters, a copy of this agreement and copies of the Association membership material. The Medical Center shall email the names and contact information of new nurses to the President and the Association in advance of orientation; such notice shall also include details about where/when the orientation shall occur.

ARTICLE II - EQUALITY OF OPPORTUNITY

The Medical Center agrees that it will not discriminate against any RN applicant or any RN employee, either in hiring, promoting, assigning to positions, or in regard to any other term or condition of employment because of race, color, national origin, religious or political belief, sex, marital status, sexual orientation, age or disability or membership or non-membership in the Association in violation of any applicable state or federal law. The Medical Center will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex, marital status, age, disability or veteran status.

The Medical Center's Harassment/Conduct policy dated November 2011 is incorporated by reference herein and shall only be changed upon mutual agreement.

ARTICLE III - MANAGEMENT RIGHTS

The management of the Medical Center shall have the exclusive right to manage and operate the Medical Center including all of its operations, activities, and the direction of its working force of employees, including: the right to hire, suspend, discipline, promote, assign, transfer, lay-off, recall, or relieve employees from duty for other legitimate reasons; to maintain discipline and efficiency among the employees; to decide the number of employees; to establish Medical Center policies and procedures; to determine the type and scope of services to be furnished to the patients and the nature of the facilities to be operated; to introduce new or improved working methods, procedures, and means of providing services to patients. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth and the Medical Center therefore retains all rights not otherwise specifically covered by this Agreement, provided that in the exercise of any of the foregoing rights the Medical Center shall not violate any provision of this Agreement.

ARTICLE IV - PROFESSIONAL PERFORMANCE

The practice of nursing at the Medical Center will be in accordance with the requirements of the Montana Nurse Practice Act, 2001, Title 37, M.C.A.

The practice of nursing at the Medical Center will be in accordance with the ANA Code of Nurses with Interpretative Statements. It shall be the RN's responsibility to report to their supervisor any unsafe nursing practice/condition.

PROBATIONARY PERIOD

Each R.N. employed by the Medical Center must work three (3) months before they can become regular employees. During this period, employment is on a day-to-day basis and may be terminated without notice and without recourse to the grievance procedure. The probationary period in questionable or marginal cases as evidenced and documented by objective measures may be extended by the supervisor and/or Director of Nursing for an additional period of time not to exceed forty-five (45) days. Upon completion of the probationary period, the RN's anniversary date shall relate back to the beginning date of employment for purposes of personal leave accrual and sick leave accrual and step increases under Article VIII-A.

The Medical Center will notify the RN when her/his probationary period ends. An evaluation will be given to the RN at the midpoint of the probationary period and a formal evaluation will be given at the end. A written copy of the evaluation will be given to the RN.

ARTICLE V - HOURS OF WORK

- A. The basic pay period for a full-time RN will consist of seventy-two (72) to eighty (80) hours in a consecutive fourteen (14) day period.
- B. For an RN working on an 8/80 pay period basis, a work day shall consist of eight (8) working hours to be completed in an eight and one-half (8.5) hour period. For an RN working on a forty (40) hour per week basis, a work day shall consist of twelve (12) and eight (8) hours to be completed in twelve and one-half (12.5) and eight and one-half (8.5) hour periods, respectively.

A fifteen (15) minute rest period shall be allowed each RN twice during the basic work day and shall be counted as time worked. A meal period shall be scheduled for thirty (30) minutes and shall not be counted as time worked if the RN is relieved from duty during this period. If the RN is not relieved from duty during the meal period, or is directed to return to her/his duty station, this time will be considered time worked.

Length of assigned shift(s) may be altered when there is mutual agreement between the Medical Center and the affected RN. Under exigent circumstances, the Medical Center reserves the right to alter the length of assigned shift(s) to insure quality and safe patient care with prior notification to reassigned RN(s). This article is not intended to address usual staffing challenges/needs.

Twelve (12) hour shifts may be instituted when there is mutual agreement between the Medical Center and the affected RN(s), except in emergency situations. The Medical Center reserves the right to reassign RNs who agree to a twelve (12) hour shift back to eight (8) hour shifts. The Medical Center will consult with the RNs prior to any reassignment.

- C. For RNs working on a 8/80 pay period basis, overtime at one and one-half (1.5) times the regular hourly rate will be paid for hours worked in excess of eight (8) hours in a work day or in excess of eighty (80) hours in a two (2) week pay period. For RNs working on a forty (40) hour work week, overtime at one and one-half (1.5) times the regular hourly rate will be paid for hours worked in excess of forty (40) hours in a normal work week.

Hours worked by an RN in excess of regular hours in which overtime has once been allowed shall not be used again in any other overtime computations. In no case will overtime compensation be duplicated or pyramided. Time paid for personal leave, sick leave, or leave of absence will not be counted as hours worked in computing overtime.

RNs will not be required to work mandatory overtime or work hours above her/his FTE, unless obligated by the Montana Nurse Practice Act. However, if a staffing need exists and there are insufficient volunteers for overtime or extra shifts above the FTE, the Medical Center will assign mandatory overtime or extra shifts above the FTE on a rotating basis with the least senior RN from the particular work unit in which the overtime/extra shift is necessary. These instances shall be reviewed in RNCC. This article is not intended to manage/address usual staffing challenges/needs

- D. Time schedules and days off shall be posted for six (6) week periods with the exception of the Home Health/Hospice Department who posts four (4) weeks and shall be posted at least two (2) weeks prior to the start of that schedule. RNs are responsible for submitting requests off four (4) weeks in advance of the start of the next schedule. After the due date, it is the RNs responsibility to trade or make other arrangement as necessary. Except in cases of emergencies requiring special assignment of personnel, or resulting from unavailability of RNs assigned on the schedule because of illness or other legitimate reasons, schedules, once posted, may be revised only with the mutual consent of the RNs affected and the Director of Nursing or her/his designee in the event of her/his absence. This article is not intended to address usual staffing challenges/needs. Changes in time schedules regarding traded days must be approved by the Director of Nursing or her/his designee. Except in cases of personal or facility emergencies, leaves, high census, terminations, other legitimate reasons, or changes by mutual agreement, any change in scheduled hours shall be considered as Low Census.

- E. Except upon the request of the RN, shifts shall be scheduled so that at least twelve (12) hours intervene between the end of one shift and the commencement of the next shift. The Medical Center, when possible, shall schedule the shifts of regularly scheduled RNs so that they may have every other weekend off. In general, RNs will not be scheduled more than 2 out of 6 weekends or 3 out of 6 weekends as department needs dictate. "Weekend" for this purpose is defined as Saturday and Sunday for day and evening shifts RNs; and the shifts commencing Friday night and Saturday night for the night shift. If the Medical Center chooses to schedule an RN for only one of the weekend days, the RN shall be considered as fulfilling her/his obligations under this section. "Weekend" for twelve (12) hour shifts is defined in acute care as shifts commencing at 7:00 p.m. Friday and ending at 7:00 p.m. Sunday and in extended care as shifts commencing 6:00 pm Friday and ending 6:00 pm Sunday. Any RN assigned to work more than two (2) weekends in succession (except when such assignment has been made at the RN's request) shall be paid one and one-half (1.5) times the regular rate of pay for each succeeding weekend worked until the RN has had a weekend off. Part-time RNs will be scheduled to work every other weekend, if possible. RNs recognize that they may be required to work every other weekend. Every attempt shall be made to schedule full-time RNs (seventy-two to eighty [72-80] hours per pay period) with consecutive days off.
- F. RNs who are required to testify on behalf of the Medical Center in litigation or hearings in which the Medical Center is a party will receive their regular rate of pay for all time devoted to this activity.
- G. Low Census Days (LCD) - During periods of low patient census, it may be necessary to reduce staff on a short-term, temporary basis. To the extent volunteers are not readily available, the Medical Center will distribute low census days off as equitably as possible among all RNs, understanding the necessity of keeping an adequate number of RNs available at all times with qualifications required to accommodate the patients in the hospital and/or nursing home.

When a RN is required to be on standby call or is requested to stay home, the RN shall accrue benefit hours on all LCD hours. If called-in, the RN shall be compensated for all hours worked at her/his regular rate of pay. When required to be on standby-call, the RN shall be compensated at the rate of Two and 50/100 Dollars (\$2. 50) per hour for all hours on standby-call.

- H. Requests for time away from work must be submitted in writing, one (1) month prior to the beginning of the new schedule period. One (1) month's written notice is not required in situations involving illness or low census. Personal leave for illness will be granted only if the RN notifies his/her DON or designee at least one (1) hour before the scheduled start of a shift and daily thereafter at least one (1) hour before the start of the shift. A DON or designee shall approve personal leave for illness when an RN goes home after starting a shift. Special arrangements may be made for prolonged illness.

The Medical Center will attempt to honor an RN's written request for personal leave time, a specific shift, or shift rotation schedule, unless the Medical Center is unable to do so because of illness, personal leave time, funeral leave, leave of absences, low census, emergencies, qualifications, or inadequate available staffing.

RNs recognize that they may be required to work different shifts and every other weekend, whether full-time or part-time.

- I. Management shall verbally notify the affected RN of any schedule change once the schedule has been posted. Changes will be documented in writing.
- J. Seniority shall be defined as the most recent date of hire as a bargaining unit RN. If an RN takes a position outside of the bargaining unit, seniority will cease for the duration of time he/she is not working in the bargaining unit and shall resume when he/she returns to a bargaining unit position.
- K. Lay-offs of RNs will be pursuant to the Medical Center Lay-off Policy dated November 2011. Changes to the policy will be made by mutual agreement of the parties.

ARTICLE VI - STAFF DEVELOPMENT

- A. Orientation - Newly hired RNs will be given a minimum of two (2) weeks of orientation while on duty, immediately after their employment, and RNs who have been transferred or promoted will be given two (2) weeks of orientation while on duty. At least three (3) of the shifts of orientation shall be provided for on the shift the RN is to be assigned. An informal discussion between the orientee and the Director of Nursing will be held at the conclusion of the two (2) weeks to determine if additional orientation is required. No newly hired RN without previous nursing experience shall be required to work as charge RN prior to six (6) months experience at the hospital and/or nursing home without an experienced registered RN on call.

- B. Position Description - Each RN upon employment, transfer, or promotion, shall be provided with a written position description by the Medical Center setting forth requirements, duties, and responsibilities.
- C. Performance Evaluations - The performance of each RN shall be the subject of conference between the RN and the Area Manager and/or Director of Nursing. Conferences may be scheduled at any time at the request of the RN and Director of Nursing or designee, and shall be scheduled quarterly with the final annual evaluation in June. The final evaluation is comprised of the quarterly evaluations and is due June 30.

Evaluations shall be in writing by the Area Manager and/or Director of Nursing and shall relate objectively to the performance of the RN in relation to the position description under which the RN is assigned. Evaluations that indicate a need for improvement shall bear evidence of the Area Manager and/or Director of Nursing's recommendations for achieving that improvement.

The RN may request a copy of all written performance evaluations at the conclusion of the evaluation conference.

Participation by Association members in any committee that is reviewing or revising the performance evaluation tools is encouraged.

- D. Vacancies - Notice of vacancies or of new regularly scheduled positions which may be filled by promotion of members of the nursing staff shall be furnished to all RNs by posting a notice thereof on the bulletin board. The notice shall remain posted for not less than seven (7) days. Vacancies remain posted until filled; applications may be submitted until the vacancy is filled. The Medical Center agrees to consider the application submitted by RNs pursuant to this procedure.

The posting shall include: position title and unit, FTE status, shift and hours of work, basic requirements, on-call responsibilities, position summary and where to apply.

In any case where applicants for a position possess experience, qualifications and performance which are substantially equal, as determined at the sole discretion of the Medical Center, the deciding factor in awarding positions will be seniority.

Where applicants for a position possess experience, qualifications and performance, as determined at the sole discretion of the Medical Center, the order of filling positions is as follows:

- a. Regularly scheduled RNs on the layoff list
- b. Regularly scheduled RNs returning from an extended unpaid medical leave of absence
- c. Regularly scheduled RNs
- d. Outside applicants

When the Employer opens a new RN category within the bargaining unit, this information will be reported to the Association as soon as possible after creation.

- E. Continuing Education - Continuing education for registered nurses will be provided by the Medical Center based on identified needs as determined and approved by the Medical Center. The Medical Center and the Association agree to utilize the Registered Nurse Conference Committee (RNCC) to consider, review, discuss, and develop policies to promote and increase the participation of registered nurses in continuing education courses sponsored by the Medical Center, and departmental and organizational meetings, including mandatory continuing education and required department and organizational meetings. Any such policies developed and recommended by the RNCC and upon mutual agreement of the Association and the Medical Center will become incorporated into and adopted as part of this Agreement.
- F. Discipline and Discharge - It is the responsibility of the Nursing supervisors and/or charge RNs to instruct and guide staff RNs on their shift in order to help the RN develop good work habits and a satisfactory job performance. It is necessary that an RN understands what is expected of her/him in terms of performance and also understands Medical Center policies and regulations.

Any performance issues requiring counseling shall be reported to the Supervisor and/or Director of Nursing Service or designee by the charge RN and/or Supervisor.

An RN shall not be disciplined or discharged except for "just cause".

"Just cause" discipline shall include the concept of progressive discipline such as verbal and written warning, where warranted, prior to suspension and/or discharge.

Verbal and written warnings shall be removed from the Nurse's record two (2) years after receipt at the Nurses' request.

- G. The Medical Center shall review at nursing staff meetings or will post for review all new or revised policies, procedures, equipment information before being implemented. It is the responsibility of the RN to attend scheduled in services and/or to read the posted materials relating to policy and procedure updates/revisions and information related to new equipment.

ARTICLE VII - PERSONAL LEAVE

- A. All regularly scheduled full-time and regularly scheduled part-time RNs working more than forty (40) hours per pay period accrue personal leave hours. Personal leave is a combination of benefits traditionally granted as vacation and holidays, and may be used for any purpose an RN chooses. Sick leave under Paragraph IX is not included in personal leave. (Part-time RNs employed with Glendive Medical Center prior to June 1, 1985, will accrue the equivalent of the prior holiday benefit (prior to November 1, 1990) at the full-time rate.)
- B. On the effective date of this Agreement, accrual rates shall be:

Years of service	<u>Accrual Rate</u>
0-5 years	. .0846/ per eligible hour worked
5-10 years	. .1038/ per eligible hour worked
10-15 years	. .1077/ per eligible hour worked
15 years or more	. .1231/ per eligible hour worked

Years of service are continuous years of service from a RN's most recent hire date.

Eligible hours for accrual of personal leave are defined as follows:

1. Regular hours worked
2. Personal leave hours paid
3. Low census hours paid

The maximum eligible hours per pay period is eighty (80). The maximum number of personal leave time an RN may accrue is:

0-5 years	320 hours
5-10 years	400 hours
10-15 years	408 hours
15 years or more	464 hours

Personal leave hours are earned from the RN's date of hire, but may not be used until the RN has completed six months (6) of continuous service. Personal leave hours must be accrued before they can be utilized.

Personal leave hours are paid at the RN's regular base hourly rate at the time taken and is paid based on regularly scheduled hours. Benefit hours will be carried over from year to year, but shall not exceed the above maximums. RNs will be allowed to voluntarily cash out accrued personal leave hours not to exceed a maximum of eighty (80) accrued hours annually twenty (20) accrued hours quarterly subject to a minimum of a forty (40) hour balance for full-time and a twenty (20) balance for part-time. Any personal leave taken and paid over scheduled hours not worked will be credited against the maximum of eighty (80) hours that can be cashed out annually.

In the event of illness or low census day, the RN may at his/her option draw personal leave.

After six months (6) of continuous service, all terminating RN will be paid accrued personal leave.

ARTICLE VIII - SALARY SCHEDULE

A. The following salary schedule shall apply to nurses covered by this Agreement effective November 1, 2017:

**Glendive Medical Center
Montana Nurses Association, Local Unit #21
BASE WAGE SCHEDULE**

	2.00%	3.00%	3.50%
	Year 1	Year 2	Year 3
Service	November 1, 2017 through October 31, 2018	November 1, 2018 through October 31, 2019	November 1, 2019 through October 31, 2020
Hire	24.38	25.11	25.99
1 Year	24.86	25.61	26.51
2 Years	25.35	26.11	27.02
3 Years	25.84	26.62	27.55
4 Years	26.34	27.13	28.08
5 Years	26.86	27.67	28.64
6 Years	27.39	28.21	29.20
7 Years	27.91	28.75	29.76
8 Years	28.45	29.30	30.33
9 Years	29.01	29.88	30.93
10 Years	29.56	30.45	31.52
11 Years	30.12	31.02	32.11
12 Years	30.72	31.64	32.75
13 Years	31.31	32.25	33.38
14 Years	31.93	32.89	34.04
15 Years	32.53	33.51	34.68
16 Years	33.17	34.17	35.37
18 Years	33.81	34.82	36.04
20 Years	34.46	35.49	36.73

All nurses at the 20 year step shall move over the appropriate scale and then receive a lump sum bonus of \$750.00 payable with the first payroll following November 1st of each year.

RNs shall progress to the next step effective the first full payroll after their anniversary date of hire. Any member who does not receive a satisfactory job performance evaluation will receive a ninety (90) day action plan for improvement. If the employee meets the expectations set forth in the action plan, she/he will receive the wage increase at that time. If the employee does not meet the expectations set forth in the action plan, she/he will not receive any wage increase and could be subject to disciplinary procedure.

The Medical Center will pay a differential of fifty cents (\$0.50)/hour per certification subject to a maximum of three (3) certifications, when an RN has achieved and maintains certifications in Medical Center approved and nationally recognized qualification programs specifically applicable to the nursing department in which the RN is employed. This specifically includes:

- Surgery - ACLS, PALS, chemotherapy certification
- Extended care - ACLS
- Home Care/Hospice - ACLS, Home Care Hospice certifications
- Acute Care - ACLS, TNCC, NRP, PALS, STABLE

Employees shall provide evidence of initial certification and upon recertification.

In addition to the above certifications, the Medical Center will pay a differential of fifty-cents (\$0.50)/hour when an RN has achieved a national certification applicable to their nursing department. This specifically includes:

- Surgery - ASPAN, CNOR, ONCC
- Home Health - Home Health Nursing
- Extended Care - Geriatric Nursing
- Acute Care – CEN, Critical Care, Medical Surgical Nursing, Psychiatric-Mental-Health Nursing, Inpatient Obstetric Nursing, CLC

In addition to the above certifications, the Medical Center will pay a differential of Seventy-five Cents (\$0.75)/hour when an RN has achieved a BSN degree.

All certification pay shall not exceed two dollars and Seventy-five Cents (\$2.75) hour.

- B. RNs On-Call - The Medical Center will compensate all floor RNs required to be on standby- call for a specified period of time at a rate of two and 50/100 Dollars (\$2.50) per hour.

Surgery RNs shall be compensated at the rate of two and 50/100 dollars (\$2.50) per hour for all hours on call and time and one-half (1 & ½) for all hours worked while in an on- call status.

RNs (not on-call) called in to work shall be compensated for the time actually worked or for a minimum of (2) two hours, whichever is greater.

A RN called-in early, prior to a regular scheduled shift, with no break in time between the call-in shift and the regular scheduled shift, shall be compensated at one and one-half (1 ½) times his/her base hourly rate for the actual early call-in hours worked preceding his/her regular scheduled shift.

Disaster drill call-ins are excluded from the two hour minimum call-in and the one and one-half (1 ½) time pay for early call-in hours.

- C. RNs assigned to evening shift will receive an additional One Dollar and Fifty Cents (\$1.50) per hour worked. RNs assigned to night shift will receive an additional Three Dollars (\$3.00) per hour worked.
- D. The charge RN differential will be One Dollar and Seventy-five Cents (\$1.75) in the hospital and in extended care.
- E. Recognition for Prior Experience - Newly employed nurses shall receive credit for prior RN experience based on the number of years the nurse has been actively employed as a RN and shall be placed on the appropriate step of the wage scale based on the nurse's years of experience. 1 year of experience equals 1 step on the scale. Past experience shall be subject to confirmation through reference checks.
- F. Section A of this Article of the Agreement between the GLENDIVE MEDICAL CENTER and the MONTANA NURSES ASSOCIATION, GLENDIVE MEDICAL CENTER UNIT refers to time periods interpreted to mean six (6) calendar months, twelve (12) calendar months, twenty-four (24) calendar months, forty-eight (48) calendar months, eighty-four (84) calendar months, one hundred twenty (120) calendar months, and one hundred forty-four (144) calendar months. In all cases this will apply to continuous service.

- G. Premium days- The following holidays will be paid at a premium (one and one-half (1 1/2) times their base rate) if an RN works as scheduled: New Years Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, December 24 (Christmas Eve), and December 25 (Christmas).

ARTICLE IX - SICK LEAVE

- A. To be equitable to all registered RNs, each full-time RN shall be eligible to accumulate sick leave on the basis of eight (8) hours per month and part-time RNs (those working between forty (40) to seventy-one (71) hours per pay period) shall be eligible to accumulate sick leave benefits on a pro-rated basis determined by the number of regularly scheduled days of work during each month. A maximum of three hundred fifty-two (352) hours of sick leave benefits can be accumulated. (RNs employed by Glendive Medical Center prior to June 1, 1985, will not be affected by this clause, instead they will continue to accrue sick leave benefits at a rate of eight (8) hours per month to a maximum of three hundred fifty-two (352) hours as long as they are regularly scheduled to work forty (40) hours per pay period or more).
- B. Sick leave pay to the extent it has been earned shall begin on the employees first (1st) day of illness if hospitalized or ambulatory surgery and the second (2nd) day of all other illness and shall continue for each regularly scheduled work day which said RN misses because of such disability until the RN's cumulative sick leave benefits have been exhausted. However immediate access to sick leave for non-hospitalized or non-ambulatory illness shall be granted for up to three (3) times per calendar year.

In the case of maternity leave, illness hours will only be paid for regularly scheduled work days missed while the RN is under the care of a physician. Once released, the RN may take a leave of absence without pay and/or have the option of personal leave.

- C. Sick leave benefits will be paid only with respect to a work day on which the RN would have otherwise worked, and will not apply to a RN's scheduled day off, personal leave days, or any other day on which the RN would not have worked. Such days shall not be considered working days for the purpose of establishing the day on which sick leave pay is to commence.

- D. Sick leave pay does not apply in any situations where Workman's Compensation benefits are being paid. Full-time and part-time RN's may use applicable sick leave for the initial waiting period. An occurrence report describing the incident must be completed and turned into the Director of Nursing Service or designee, within 24 hours of the injury or when illness was first noted. The Director of Nursing Services or designee will assist the RN in completing the necessary forms and arrange for treatment, if required.
- E. There shall be no requirement for a doctor's certificate verifying illness or accident unless the illness or accident disability is in excess of one (1) day, after which it may be required by the Medical Center, and if so, it must be presented to the Medical Center not more than forty-eight (48) hours after return to work. Any RN found to have abused sick leave benefits by falsification or misrepresentation shall be subject to disciplinary action, which may include termination.
- F. Accumulated sick leave benefits shall not be convertible to cash bonus or severance pay when a RN is terminated from employment.

ARTICLE X - JURY DUTY

The Medical Center agrees to reimburse an RN who is required to serve on a jury on regularly scheduled days for the difference between the amount of jury pay received and the amount the RN would have earned while serving on the jury on the basis of eight (8) hours straight-time pay per day.

ARTICLE XI - BEREAVEMENT LEAVE

A regularly scheduled RN will be given time off with pay, not to exceed four (4) days, if such time off is needed for the purposes of attending or making arrangements for a funeral of a member of the RN's immediate family. The RN's immediate family means the RN's spouse, domestic partner, children, step-children, brother, sister, parents, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren. The RN shall give as much notice as possible prior to requesting funeral leave. The RN will be paid straight-time for the time lost on regularly scheduled work days only not to exceed thirty-two (32) hours.

ARTICLE XII - HEALTH AND WELFARE

- A. Physical Examination - All RNs will have Quantiferon TB Gold Test completed upon employment and annual screening thereafter per CDC guidelines. A chest X-ray will be performed, if necessary, and will be completed at no cost to the individual. Hepatitis B vaccine is available to an RN at no cost to the individual.

- B. Medical and Hospitalization Insurance – The first of the month after fifty-nine (59) days from date of hire, any R.N. who is regularly scheduled for Twenty (20) hours per week will be eligible for coverage under the Medical Center's group health insurance program. For eligible RN's participating in the Medical Center's health insurance plan, the Medical Center agrees to contribute that portion of the health insurance premium for monthly coverage at the same level the Medical Center contributes to all other employees. For the life of this agreement the HDHP \$5000 deductible with zero co-pay after deductible is met shall be provided at no cost to the Employee Only portion of the plan. (RNs employed with Glendive Medical Center prior to June 1, 1985, regardless of whether they are currently covered by the health insurance plan or not, will not be affected by this clause. Those RNs will have the full monthly insurance premium paid by the Medical Center).

- C. The Medical Center reserves the right to determine the carrier of the group health plan and agrees that the level of benefits provided under the health plan shall be maintained at the same level as other Medical Center employees. Any changes in the level of insurance coverage or carrier shall be submitted by the Medical Center to the Association before implementation.

- D. An RN covered by this Agreement shall be included in the profit sharing plan which covers other Medical Center 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 profit sharing plan and the administration thereof is excluded from the grievance-arbitration provisions of this Agreement.

ARTICLE XIII - LEAVE OF ABSENCE

- A. Family Care Leave and Medical Leave - A nurse may be eligible for up to twelve work weeks of family care leave or medical leave during a twelve-month period under the following circumstances:
- a. To care for a newly-born child;
 - b. To care for a newly-adopted child or a foster child newly-placed with the RN;
 - c. To care for a spouse, child or parent who has a serious health condition; or
 - d. Because of a serious health condition that makes the RN unable to perform his or her job duties.

Eligible nurses are those who have been employed for a total of at least twelve months by Glendive Medical Center and who have worked at least 1,250 hours for Glendive Medical Center within the previous twelve-month period.

Any accrued personal leave, or leave of absence, must be applied toward a twelve-week leave to care for a new born child, a newly-adopted or foster child, or a spouse, child or parent with a serious health condition. If the twelve-week leave is because of the nurse's own serious health condition, any accrued personal leave, sick leave, or leave of absence must be applied.

After any applicable paid leave has been exhausted, a nurse will not be paid for the remainder of a family care or medical leave.

Glendive Medical Center will maintain group health insurance coverage during a twelve-week family care or medical leave on the same basis and subject to the same conditions as if the RN were on active status. Glendive Medical Center may recover the premiums paid on behalf of the RN if the RN fails or refuses to return to work after the leave for a reason other than the continuation, recurrence or onset of a serious health condition or circumstances beyond his or her control.

Leave taken because of the birth, adoption or placement of a child may not be taken on an intermittent basis or on a reduced work schedule. Leave taken because of a serious health condition, whether that of the RN or the RN's spouse, child or parent, may be taken intermittently or on a reduced schedule provided the RN has notified Glendive Medical Center in advance and provided certification as to the medical necessity as required below.

Glendive Medical Center will require the RN to provide satisfactory medical certification of a serious health condition and for the necessity of an intermittent leave or a reduced schedule. If Glendive Medical Center questions the certification it may require the RN to obtain a second opinion at Center's expense.

If at all possible, an RN must provide at least thirty-days notice of intent to take a family care or medical leave. When the leave is for planned medical treatment, the RN must make a reasonable effort to schedule the treatment so as not to disrupt unduly operations. The Center asks all RNs to cooperate with it in planning and scheduling leave time.

At the end of a family care or medical leave, an RN will be restored to the same position or to an equivalent position with equivalent pay, benefits, and terms and conditions of employment. Seniority and benefits do not accrue during a family care or medical leave, except for any exhaustion of any applicable paid leave. Only one such leave may be taken during a twelve (12) month designated period, even if an RN has more than one reason for taking leave. In situations where both spouses are employed by Glendive Medical Center, any leave to care for a newborn child, a newly-adopted or foster child, or a spouse, child or parent with a serious health condition, the aggregate number of workweeks of leave is limited to twelve workweeks during any twelve (12) month designated period.

- B. Military Leave - An RN who is in the reserve military service or the National Guard shall be allowed unlimited, excused, unpaid absence to participate in required military service training. An employee who has completed a year's service may elect to use both accrued vacation time for such a leave and retain both vacation and military pay. The employee may elect not to use vacation time for military leave and take their regular vacation.
- C. Educational Leave - Educational leave without pay may be granted to further professional education and growth for up to twelve (12) months, and can be extended at the discretion of the administration. Seniority benefits will not accumulate during this time but will remain as at the beginning of the leave.
- D. The time any RN is on a leave of absence without pay will not be counted in computing length of continuous service needed to qualify for benefit hours and the health insurance coverage.

ARTICLE XIV - TERMINATION OF EMPLOYMENT

An RN shall give thirty (30) calendar days' written notice of intention to terminate employment. The Medical Center shall give an RN, whenever possible, thirty (30) calendar days' written notice prior to termination of employment. In case of discharge for cause, no notice will be given.

Personal leave time nor sick leave time may not be taken during the notice period unless approved by the Director of Nursing.

ARTICLE XV - ADJUSTMENT OF GRIEVANCES

For the purpose of this section, days shall refer to calendar days.

If either party fails to comply with the time lines set out in the Agreement, the grievance will be resolved against the party who has violated the established time line.

- A. **Grievance Defined:** A grievance is defined as an alleged breach of the terms and conditions of this Agreement. The Association may initiate a grievance on behalf of a RN or group of RN's covered under this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If a grievance arises, it shall be submitted to the following grievance procedure. (Time limits set forth in the following steps may be extended only by mutual consent of parties involved.)

Step 1. The aggrieved RN, in the presence of the Association Representative (if the RN desires), shall first present the grievance in writing to the Director of Nursing Service no later than fourteen (14) calendar days from the date the RN was, or should have been, aware that the grievance existed.

A conference between the RN (and the Association Representative, if requested by the RN) and the Director of Nursing Service shall be held within seven calendar (7) days of receipt of the grievance for the purpose of settling the grievance. The Director of Nursing shall issue a written reply to the RN and the Association no later than seven calendar (7) days following the meeting.

Step 2. If the matter is not resolved at Step 1 to the RN's satisfaction, the grievance shall be referred in writing to the Medical Center Administrator and the Association representative. The Medical Center Administrator, grievant, and a representative of the Association (if able to attend) shall meet within fourteen calendar (14) days for the purpose of resolving the grievance. The Administrator shall issue a written reply to the RN and the Association no later than fourteen (14) days following the meeting.

Step 3. If the grievance is not settled on the basis of the foregoing procedures, the Association may, no later than fourteen calendar (14) days following the receipt of the Administrator's response, serve notice of arbitration to the medical center.

If the Medical Center and the Association fail to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the list until one name remains.

The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement, as they may apply to the specific facts of the issue in dispute.

Each party shall bear one-half ($\frac{1}{2}$) of the expense of the arbitrator's fee and expenses.

In the event the parties are unable to resolve a grievance, either party may request within five (5) days of the decision in Step 2 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.

- B. There shall be no strikes, sit-downs, slow-downs, lockouts, or avoidance of performance or work for which the RNs are paid, or stoppage of work for any reason whatsoever, during the life of this Agreement. The question of whether or not the Association or the Medical Center is performing its respective covenants as herein contained shall not be decided by either party unilaterally, but in case of dispute between the parties shall be decided in accordance with the provision of this article.
- C. Any RN participating in an unauthorized strike or work stoppage shall be subject to disciplinary action including discharge, if warranted.

ARTICLE XVI – REGISTERED NURSES CONFERENCE COMMITTEE

- A. The purpose of the REGISTERED NURSES Conference Committee (RNCC) is to facilitate communication and cooperation between registered nurses and management by establishing a forum for open discussions of mutual concern. The purpose of these forums will be to:
 - 1. identify problem areas which may exist between nursing service and other departments in the hospital; and
 - 2. to improve understanding of the problems and needs of RNs and management.

Any policies or recommendations made by the RNCC, upon mutual agreement of the Association and the Medical Center, will be implemented and, if applicable incorporated into and adopted as part of this Agreement.

- B. The Committee shall consist of three (3) persons selected by the Medical Center and three (3) persons selected by the Association.

The Medical Center Administrator will be advised as to the names of the three (3) individuals selected by the Association, and the Chairperson of the Association will be advised by the Administrator as to the three (3) individuals selected by the Medical Center to serve on this Committee. Two (2) non-voting ad hoc members may be designated by either party to attend any Committee meetings.
- C. The Committee will establish its own meeting schedule, but meetings shall not be held more than once a month. Meetings may be held in the hospital and hospital facilities will be used.
- D. This Committee may create sub-committees from its membership to deal with particular problems.

- E. Committee RNs attending scheduled committee meetings shall be compensated at their regular hourly rate.
- F. The Conference Committee shall review methods of staffing used by the Medical Center, including acuity systems, to ascertain the extent to which the systems meet staffing requirements and to consider alternatives and improvements. The Committee shall research and discuss a clinical ladder program.

For purposes of the Article XVI Paragraph F, the Committee shall be advisory and consultative in nature and may make recommendations to administration and the Association.

- G. Prior to implementation of new equipment or systems which affect patient care and/or care delivery, the Medical Center will collaborate with the Conference Committee members in order to allow RN participation in the decision making process.

ARTICLE XVII - NURSES' LIBRARY

An RNs' library stocked with current books, periodicals, and/or electronic reference and media materials pertaining to the practice of nursing shall be developed by the Medical Center and available on a regular basis to all R.Ns.

ARTICLE XVIII - MAINTENANCE OF BENEFITS

- A. The terms hereof are intended to cover only minimums in wages, hours, and working conditions. The Medical Center may place superior wages, hours, and working conditions and other employee benefits in effect and may reduce the same to the minimum prescribed without the consent of the Association although the Medical Center will provide written notice to the Association.
- B. This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.
- C. Subject to the foregoing, nothing contained herein shall be interpreted as interfering with the Medical Center's rights to make, amend, revise, or delete any portion of its rules and regulations, provided that said rules and regulations are compatible with the terms provided herein.

ARTICLE XIX - SAFETY

RNs will cooperate with the Medical Center in encouraging employees to observe all safety regulations issued by the Medical Center and to work in a safe manner.

ARTICLE XX - TERM OF AGREEMENT

- A. This Agreement shall become effective, November 1, 2017, and shall remain in full force and effect through, October 31, 2020, and yearly thereafter, unless either of the parties hereto not less than ninety (90) nor more than one hundred twenty (120) days prior to the expiration date or anniversary date thereof, serves notice in writing upon the other at the other's business address of such party's desire to terminate this Agreement. If such notice is served by the parties hereto, this Agreement is terminated upon its expiration.
- B. The Association and the Medical Center, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such matters or subjects may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXI - ADA ACCOMMODATION

The RNs and Association recognize and acknowledge that under the Americans with Disabilities Act the Medical Center may be required to accommodate individual employees with accommodation requirements. Any reasonable accommodations implemented pursuant to such laws shall supersede the provisions of this agreement.

ARTICLE XXII – BINDING EFFECT

This Agreement is binding upon the parties, their successors and assigns.

ARTICLE XXIII – SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, and the State of Montana. In the event any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. If a provision of this Agreement is voided as stated above, the parties agree to meet to resolve the language in question.

IN WITNESS WHEREOF, the parties have signed this Agreement this 7th
day of December, 2017.

Montana Nurses Association



A Union of Professionals

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