

AGREEMENT

BETWEEN

MONTANA NURSES' ASSOCIATION  
NORTHERN ROCKIES MEDICAL  
CENTER, INC.  
LOCAL UNIT #25

AND

NORTHERN ROCKIES MEDICAL CENTER,  
INCORPORATED  
CUT BANK, MONTANA

August 1, 2019

to

July 31, 2021



Montana Nurses' Association  
20 Old Montana State Hwy.  
Clancy, MT 59634  
(406) 442-6710

Northern Rockies Medical Local Unit #25

If you have any questions concerning the interpretation or application of this Agreement or about any other matter concerning wages, hours, or working conditions, or other terms and conditions of employment, contact your local unit chair or the MNA office.

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AND

MONTANA NURSES' ASSOCIATION,  
NORTHERN ROCKIES MEDICAL CENTER, INC.  
LOCAL UNIT #25

AGREEMENT

This Agreement dated August 1, 2019 is between NORTHERN ROCKIES MEDICAL CENTER, INCORPORATED of CUT BANK, MONTANA, hereinafter referred to as the "Hospital", and the MONTANA NURSES' ASSOCIATION, NORTHERN ROCKIES MEDICAL CENTER - LOCAL UNIT #25, hereinafter referred to as the "Association".

ARTICLE I - PREAMBLE

It is the intent of this Agreement to assure sound and mutually beneficial relationships between the parties hereto and between the Hospital and its employees and patients; to provide an orderly and peaceful means of resolving grievances; to accomplish and maintain the highest working efficiency and level of service; to ensure against interruption of work, slowdown, or other interference with the full, faithful and proper performance of duties; to strengthen goodwill, mutual respect and cooperation; and to set forth herein the full agreement between the parties covering rates of pay, wages, hours of work, and other terms and conditions of employment

ARTICLE II - RECOGNITION

The Hospital recognizes the Association as the exclusive bargaining representative of all full-time and regularly scheduled part-time registered nurses (RN)s employed by the Hospital and clinic, but excluding all supervisory employees; Director of Nursing Service, Assistant Director of Nursing Services, Managerial Employees, Confidential Employees, and all Casual Employees (defined as employees not regularly scheduled to work) for the purpose of collective bargaining with respect to salaries, rates of pay, hours of employment and other terms and conditions of employment. The word "registered nurse" or "registered nurses" when used in this Agreement shall be construed to mean only such persons as are within the bargaining unit as herein defined.

## ARTICLE III - CHECKOFF AND INDEMNIFICATION

SECTION 3.1 – Checkoff Each calendar month the hospital may deduct from the pay of each Nurse covered by this Agreement monthly membership dues in the amount regularly required by the Association, provided that the Hospital has received from each such Nurse, on whose account such deductions are made, a written authorization signed by each such nurse. Authorization may be for a period of one year and shall so state on the authorization and such authorization shall be automatically renewed for successive periods of one year unless written notice of revocation is given by the Nurse to the Hospital.

All such dues shall be deducted within each calendar month as by the facility's biweekly pay periods and such deductions shall be forwarded by the Hospital to the Association, together with a record of the amount and names of those for who deductions have been made.

Other than the aforementioned dues checkoff, nurses may also choose to pay membership dues directly to MNA through a personal checking account or credit card.

The employer shall notify the Association of any new hires, terminations, or leaves of absences of bargaining unit nurses in occurrence and/or monthly.

SECTION 3.2 - Indemnification The Association shall defend, indemnify, and hold harmless against any and all claims, demands, suits, or other forms or liabilities by reason of action taken or not taken by the hospital for the purpose of complying with this provision of the Agreement.

## ARTICLE IV - ASSOCIATION MEMBERSHIP

SECTION 4.1 - Representation Fee Any present or future registered nurse who is not an Association member and who does not make application for membership (to include National, State, or Local) shall, within ninety (90) days of active employment, pay to the Association a representation fee not to exceed the amount of dues regularly charged members as a contribution toward the administration of this Agreement. Any nurse who fails to comply with this requirement shall be discharged by the Employer within thirty (30) days after written notice to the Employer from the Association.

SECTION 4.2 - Indemnification The Association shall defend, indemnify and hold the Hospital harmless against any and all claims, demands, suits, orders, or judgments brought or issued against the Hospital as a result of any action taken or not taken by the Hospital for the purpose of complying with the provisions of the Article.

SECTION 4.3 – UNION NEGOTIATIONS Hours spent in negotiations on behalf of the union members will not be the obligation of the “Hospital” to pay. The representing nurses are not obligated to use Paid Time Off (PTO); however, Union members may utilize PTO for hours spent if so desired. Union members shall have the ability to voluntarily donate PTO hours directly to the Nurses who represent them during negotiations with the “Hospital” so long as the employee donating has at least 40 hours of PTO after donation. The representing nurses cannot accept more PTO Donation than the hours worked in negotiations.

#### ARTICLE V - USE OF HOSPITAL FACILITIES

The Association shall have the right to use a designated Hospital bulletin board to announce Association meetings, elections, or election results. The Association shall further be allowed to request, with appropriate notice, meeting rooms to conduct legitimate Association business. Abuse of the right to post or the use of meeting rooms shall result in loss of these privileges. The Association shall have no further rights to use Hospital facilities except as required by law or as otherwise provided in Article X.

#### ARTICLE VI - MANAGEMENT RIGHTS

SECTION 6.1 - Basic Rights The Management of the Hospital shall the have sole exclusive right to manage and operate the Hospital including all of it's operations, activities, and the direction of it's working force of employees, with the right to hire, suspend, discipline, discharge for just cause, promote, demote, assign, transfer, lay off, recall or relieve employees from duty and to maintain discipline and efficiency among employees; to decide the number of employees; to establish Hospital policies and procedures; to determine the type and scope of services to be furnished to patients and the nature of the facilities to be operated; to establish schedules of operation; to determine work schedules of employees; and to determine the methods, procedures and means of providing services to patients. The Hospital shall also have the right to introduce new or improved working methods or facilities and to subcontract work. Nothing in the above provisions is intended to limit any rights of the Hospital not specifically and expressly covered, provided that in the exercise of any of the above rights, the Hospital shall not violate any specific provisions of this agreement.

SECTION 6.2 - Subcontracting It is the general policy of the Hospital to refrain from subcontracting work performed by Nurses. However, the Hospital does reserve the right to sub contract work if such subcontract is determined by the hospital to be in the Hospital's best interest, and is mutually agreeable between the employer and the Association. Before the Hospital subcontracts work normally performed by Nurses, where the effect of such subcontract will result in a significant economic detriment to one or more bargaining unit members, or will result in a transfer of one or more Nurses to the night shift, the Hospital will, absence an emergency, give the Association at least fifteen (15) days advance notice and provide the Association an opportunity to discuss the matter and provide possible alternative solutions. In addition, it is understood that the nursing staff shall be given the right of first refusal for any position which is proposed to be subcontracted. We define sub-contractees as nurses working through an agency. Individuals on the payroll are employees.

## ARTICLE VII - PROFESSIONAL RIGHTS

SECTION 7.1 - General It is the Nurse's responsibility to provide nursing care in compliance with the Montana Nurse Practice Act and the Hospital's rules, regulations, policies, and procedures. A new graduate will not be scheduled or required to work in an area in which they have sole responsibility for nursing care to be delivered until state licensure is in effect.

Acute Care RNs coordinate care with other disciplines and services pediatric, adolescent, adult, and geriatric populations. They provide professional nursing care within Medical Surgical, Obstetrics, Surgery and Emergency Departments. This will include the ability to function independently in these departments. NRMC will provide orientation for all staff in these departments. When staff have not yet completed training in these areas to function independently, senior staff will be expected to assist through schedule changes or "on-call" availability. The Association will encourage attendance of bargaining unit members at Nursing Department and shift meetings, orientation, in-service, and other meetings appropriate to the Nurse's professional role. All time spent in meetings required by the Hospital to be attended by Nurses shall be paid at RN's regular rate of pay up to 40 hours and 1.5 thereafter.

SECTION 7.2 – Transfers between Acute Care and Clinic: If a temporary transfer of a nurse is found necessary by management; management will first seek a volunteer to agree to the temporary transfer. If the necessary volunteers cannot be found, a transfer may be assigned in the order of reverse seniority. Nurses shall not be required to perform work in areas where they have not been oriented. If a Nurse feels they are not qualified to temporarily transfer to a work area where they have sole responsibility, and is thereafter required to so transfer, the Nurse shall document the event with a copy to the Chief Nursing Officer (CNO) and to the Association. Nurses may use an Assignment Despite Objection (ADO) form to document such an event.



SECTION 7.3 - Access to Hospital By advance notification to the Chief Nursing Officer and with the CNO's permission, which shall not unreasonably be denied, an authorized representative of the Association shall be permitted to enter designated areas of the Hospital for the purpose of transacting Association business. Upon arrival at the Hospital, the representative shall contact the CNO or their designee to determine which areas may be visited. Such visits shall not interfere with the Nurse's performance of work and shall occur during the Nurse's non-duty time. The bargaining unit shall be allowed use of the Hospital conference room to conduct business. Use of the conference room must be scheduled and pre-approved subject to the approval of the Chief Executive Officer or their representative.

SECTION 7.4 - Personnel Files Nurses shall have a right to examine their individual personnel file at reasonable times with Human Resources' present. Copies of material in the personnel file shall be provided to the individual nurse at cost.

SECTION 7.5 - Professional Conference Committee (PCC) The purpose of this committee shall be to facilitate communication and cooperation between professional Nurses and management; to establish a forum for open discussion and mutual concerns; to identify problem areas between nursing service and other departments in the Hospital; to improve understanding of the problems and needs of professional Nurses and management.

The committee shall consist of no more than three persons selected by the Hospital and no more than three Nurses selected by the Association. The committee shall establish its own meeting schedule. The committee shall determine its own officers and facilitator.

Meetings of the committee shall be held at the Hospital facilities. All time spent in professional conference shall be compensated at straight time. Hours in PCC shall not be considered time worked; therefore, not counted in the calculation of overtime.

The committee will make recommendations to management and examples of topics that may be considered for discussion are; staffing, quality of patient care, efficiency of service, and any other topics of mutual concern.

## ARTICLE VIII - NO DISCRIMINATION

SECTION 8.1 The Hospital and the Association agree that they will not discriminate against any Registered Nurse employee because of race, color, religion, sex national origin, or age in manner prohibited by state or federal law. All items contained in this section are not subject to the provisions of Article X (Grievance and Arbitration Procedure) of this agreement.

SECTION 8.2 MNA and NRMCA will commit to a No Hostile work environment as defined by Policy # Admin.HR.0018, and Admin.HR.0063, Workplace Violence.

SECTION 8.3 The Hospital agrees that it will not discriminate against a Nurse because of the Nurse's Association activities.

SECTION 8.4 All reference to "employee", "nurse" or "his" or "her" in this Agreement is intended to refer to both male and female Nurses and shall be so construed.

#### ARTICLE IX - HOSPITAL RULES AND REGULATIONS

The Hospital may establish reasonable rules and regulation provided that all such rules and regulations are related to the orderly, efficient and safe operation of the Hospital and the performance that the hospital can reasonably expect of the Nurse, they are applied evenhandedly within the bargaining unit and are subject to all provisions of the Collective Bargaining Agreement. All changes to the Hospital's rules and regulations shall be communicated to the registered nurses at least seven (7) calendar days prior to implementation.

#### ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 10.1 - Definition of Grievance The term "grievance" for the purpose of the Agreement means any difference between the Hospital and the Nurses, or between the Association and the Hospital concerning an alleged violation by the Hospital of an express provision(s) of this Agreement.

SECTION 10.2 - Crucial Conversation: Crucial conversations are the front lines in making corrections and/or reaching understanding and resolutions. It is an option that precedes the grievance process. Crucial conversations are not documented, disciplinary, or investigatory for the purpose of discipline. The RN, Director of Acute Care or Chief Nursing Officer (CNO) may attempt to resolve issues by initiating a crucial conversation. Within five (5) business days of the conversation a resolution will be agreed upon or an extension may be granted. Crucial conversations shall mean a conversation between an RN, or a group of RNs, and a Director/CNO for the purpose of proactively addressing issues promptly that arise in the course of operations that allegedly cause a violation or misinterpretation of any provision of the contract.

SECTION 10.3 - Processing of Grievances The procedure for the settlement of disposition of grievances shall be as follows:

Step 1. - The matter will first be discussed verbally not later than ten (10) working days after it's occurrence or when the nurse should have reasonably known of the occurrence between the aggrieved Nurse or Nurses and an Association representative if desired, and the Chief Nursing Officer (CNO) or their designee, with the Nurse specifically stating that they are raising an "verbal grievance".

Step 2 - If the CNO's, decision is not acceptable to the Association or if no response has been received from the CNO at Step 1 of the procedure, the Association may, within ten (10) working days after the verbal discussion outlined in Step 1 , appeal the decision by presenting a grievance in writing to the CNO which is to be dated and signed by the aggrieved registered nurse and an authorized Association representative. A meeting between the grievant(s), Association representative and the CNO or designated representative shall be held to discuss the grievance within ten (10) working days after it has been presented to the CNO. Within ten (10) calendar days after this meeting has been held, the CNO shall in writing advise the registered nurse and the Association representative of the CNO's decision.

Step 3 - If the matter is not resolved in Step 2, the grievance may be appealed to the Hospital Chief Executive Officer (CEO) within ten (10) working days after the CNO's Step decision is received by the grievant or the association. Thereafter, a meeting shall be called by the hospital CEO and shall be attended by the Association representative, the grievant and the Hospital CEO or designee. The Director of Nursing Services or any person(s) having information concerning the grievance as designated by the CEO may also attend this meeting if desired by the CEO. If the matter is resolved, a signed, written decision shall be made by the CEO or designee. If not resolved, the grievance may be submitted to mediation or arbitration as provided in Section 10.3.

In the event the parties are unable to resolve a grievance pursuant to the foregoing procedure, the parties may, by mutual agreement within fifteen (15) working days of the decision in Step 3, request that the issue be submitted to mediation in an effort to avoid arbitration. A joint request shall be submitted to Federal Mediation and Conciliation Services (FMCS). Any such mediation shall be non-binding unless the parties reach mutual agreement on a compromise, in which event the grievance will be resolved. Selection of the mediator will be by mutual agreement of the parties. Each party shall bear the costs of presenting their own case. If mediation is requested, the time for notice of arbitration shall be tolled until the completion of mediation.

SECTION 10.4 - Demand for Arbitration If a grievance has not been satisfactorily settled by the foregoing procedure, the Association, if it so desired, may request arbitration in accordance with the following Section by so advising the hospital in writing within fifteen (15) working days after receiving the Hospital's decision under the Third Step of Section 10.2 of this Article or within fifteen (15) working days after the completion of mediation.

SECTION 10.5 - Selection of Arbitrator When arbitration is requested by the Association, the parties within ten (10) working days after the request has been served upon the Hospital shall attempt to agree on the appointment of an impartial Arbitrator and if no agreement is reached the parties will jointly request the Federal Mediation and Conciliation Service to supply both parties with a list of five (5) impartial Arbitrators, all of whom shall be members of the National Academy of Arbitrators, and be located in the Western United States. Either party shall have the right to reject the entire list and to request the submission of another panel. Thereafter, the party requesting arbitration shall strike a name and so forth, with the name of the person last remaining on the list designated as the Arbitrator and his or her appointment shall be binding on both parties.

SECTION 10.6 - Authority of Arbitrator The arbitrator shall have authority only to determine compliance with the express provisions of this agreement and shall have no authority to add to the terms hereof or to impose on either party limitations or obligations not specifically provided for in this agreement. All grievances submitted to arbitration shall be limited to claims submitted during procedure and shall not be enlarged unless otherwise agreed to by the hospital and the Association.

SECTION 10.7 - Effect of Arbitration Award Any decision or award on an Arbitrator rendered within the limitations of Section 10.6 shall be final and binding on the Association, the Hospital, and the registered nurses.

SECTION 10.8 - Back Pay Awards In the event of any back pay award by an Arbitrator, any interim earnings and unemployment compensation benefits received by the registered nurse shall be deducted from the amount due.

SECTION 10.9 - Arbitrator's Expense Expenses and fees of the Arbitrator shall be equally divided between the Hospital and the Association. If a transcript is requested, the cost of the transcript for the party and the arbitrator shall be borne by the requesting party. Each party shall bear the costs of presenting their own case.

SECTION 10.10 - Time Limits Unless the time limits set forth in this Article are extended or waived in writing, failure to comply therewith will constitute a waiver of the grievance and the Hospital's last decision shall be final and binding. In the event a Hospital representative does not answer a grievance in any step within the time limit for the answer therein specified, the grievance will automatically be referred to the next step in the grievance procedure.

SECTION 10.11 - Grievance Meetings Grievances shall be processed outside of a nurses's scheduled shift unless otherwise mutually agreed.

SECTION 10.12 - Working Days The term "working days" as used in this Article means calendar days exclusive of Saturdays, Sundays and Holidays.

## ARTICLE XI – COACHING AND DISCIPLINE

SECTION 11.1 - Professional Coaching: Professional Coaching is a tool that may be used prior to initiating the disciplinary process. The supervisor may discuss with the Registered Nurse any opportunities for improvement or preferred practices. Nurses shall be informed of a professional coaching session prior to the beginning of the coaching session. Individual notes reflecting the outcome of the professional coaching may be maintained in registered nurse's files. Professional coaching is not disciplinary, it is teambuilding in nature and allows for the opportunity to communicate upon areas where improvement is necessary.

SECTION 11.2 - Just Cause The Hospital will not administer a verbal corrective action, written corrective action, suspend or discharge any post-probationary Nurse without "just cause". Corrective counseling involving a minor offense will be imposed within fourteen (14) days of the Hospital becoming aware of the offense. Corrective counseling involving a major offense shall be imposed in a reasonably timely fashion upon completion of the Hospital's reasonably timely investigation. Written corrective actions, disciplinary suspensions and discharges are appealable up to and through the arbitration step of the grievance procedure contained herein unless otherwise stated in this Agreement.

SECTION 11.3 - Miscellaneous Matters All progressive discipline shall take place in a private area. The Nurse shall be advised with reasonable notice of the right to have an Association representative present at formal meetings of any investigatory nature or that may result in disciplinary action. If the nurse declines, it will be documented and signed by the nurse. All disciplinary action shall be documented as such, and copies shall be provided to the Nurse with the goal of correction. Prior to being placed in the Nurse's file the nurses shall be required to sign the disciplinary action documentation as evidence of receipt; signature is not an admission of guilt. A Nurse's refusal to sign any corrective action form shall be documented as a refusal to sign on the form and placed in the Nurse's file. When requested by the Nurse, a follow up interview shall be scheduled to discuss observed behavioral changes, or each thereof, by the Nurse in response to disciplinary action.

SECTION 11.4 - Progressive Discipline In taking disciplinary action where minor offenses are involved, the Hospital shall follow the principles of progressive and corrective counseling. Discipline under this Agreement shall include, but not be limited to, the following:

- (a) Verbal Corrective Action;
- (b) Written Corrective Action;
- (c) Suspension; and
- (d) Discharge

When the Hospital believes there may be sufficient cause for discharge, it may place a post-probationary Nurse on paid administrative leave pending an investigation and final decision.

## ARTICLE XII - STRIKES AND LOCKOUTS

SECTION 12.1 - No Strikes or Work Stoppages No officer or representative of the Association shall authorize, encourage, instigate, promote, or engage in, or condone, nor will any registered nurse encourage or engage, in any strike, sympathy strike, boycott, work stoppage, slowdown, interruption or impeding of work or the provision of health care services or any other type of interference with the Hospital's business during the life of this Agreement. If an registered nurse participates in any such activities they shall be subject to disciplinary action up to and including immediate discharge.

SECTION 12.2 - No Lockouts The Hospital shall not lock out the registered nurses during the life of this Agreement.

## ARTICLE XIII - HOURS OF WORK AND OVERTIME

SECTION 13.1 - Intent This Article is intended to define the payroll week and to provide a basis for computing overtime or premium pay. It shall not be construed as a guarantee of, or limitation on, the hours of work.

SECTION 13.2 - Payroll Week The payroll week shall begin at 0001 on Sunday and shall end at 2400 on Saturday of the following week.

SECTION 13.3 - Payroll Day A registered nurse's payroll day shall consist of twenty-four hour period beginning at 0001 and ending at 2400 hours on the same day.

SECTION 13.4 - Normal Work Day and Hours The normal schedule of work days for full time Nurses shall be five (5) eight and one half (8 ½) hour days, forty (40) hour week, four (4) ten and one half (10 ½ ) hour days, forty (40) hour week, or three (3) twelve and one half (12 ½) hour days, thirty six (36) hour week. Other schedules may be implemented upon mutual agreement between a nurse and the employer. During an emergency, the Hospital reserves the right to implement a change if mutual agreement cannot be reached. If such a change is mandated, the Employer shall assign the schedule change in the reverse order of seniority on a rotating basis with the necessary skills and abilities.

- a) Each Nurse shall be allowed a fifteen (15) minute paid break during each four (4) hours of work.
- b) Each Nurse shall be allowed a thirty (30) minute unpaid meal break. If a Nurse is required to work through a meal period, or during any portion of a meal period, the Nurse shall document the occurrence in writing and will be compensated at their current rate of pay for time worked during their meal period.
- c) A day shall be a twenty-four (24) hour period beginning at 0001 and ending at 2400 hours on the same day. Other shifts may be; day shift starting time beginning at 5:45 a.m. and ending at 6:15 p.m. and the night shift beginning at 5:45 p.m. and ending the following day at 6:15 a.m.

SECTION 13.5 - Scheduling The acute care nurses may self-schedule the next schedule and present the tentative draft to the CNO or designee four weeks prior to the next schedule being finalized. The Hospital shall post a final schedule fifteen (15) days prior to the effective date of the schedule. For the purpose of scheduling, the following shall act as a guideline for the Hospital and the Nurses:

- a. A Nurse requesting time off must submit her request in writing to the Chief Nursing Officer or designee at least thirty (30) days before the schedule is posted. Requests will be honored to the extent that staffing permits, and the Hospital will provide a response to time off requests three (3) weeks prior to posting. A Nurse who has worked the same holiday the previous year shall have priority of having that holiday off as staffing permits.
- b. To the extent that staffing permits, the Hospital shall schedule nurses so they have every other weekend off unless mutually agreed to by the Nurse and the Hospital. Weekend for this purpose is defined as Saturday and Sunday, for day and evening shifts, and Friday night and Saturday night for night shifts. The Association recognizes that emergencies may arise that make it necessary to schedule Nurses more than every other weekend.

- c. The schedule may be changed after posting by the hospital in case of emergency, illness/injury of a registered nurse where the absence will be long term and create issues with the schedule, or by mutual agreement with the Hospital and the Nurse. Nurses affected shall be given reasonable notice when possible. If a change in the posted schedule is required by the hospital and the appropriate number of volunteers cannot be found, such schedule changes shall be assigned in the order of reverse seniority, on a rotating basis with the necessary skills and ability.
- d. For Clinic nurses, any changes in current scheduling practices will be discussed at PCC prior to the changes taking affect.

SECTION 13.6 - Exchange of Work Shifts Exchange of scheduled shifts and/or days off may be arranged so long as the following are met:

1. The Nurse secures in writing an equally qualified replacement;
2. The Nurse secures the approval of the Chief Nursing Officer or designee, with such approval secured, when possible, at least twenty four (24) hours in advance; and
3. Overtime pay will not result from the exchange unless previously approved by Nursing Administration.

Exchange of work hours or work days without first obtaining such written permission shall be treated as a failure to report for scheduled work without prior notification. Approval of the Chief Nursing Officer or designee for an exchange of scheduled shifts and/or days off will not unreasonably be withheld.

SECTION 13.7 - Pay for Testifying Nurses who are required to testify in court on behalf of and in support of the Hospital will receive their regular hourly rate of pay for the time they are required to be away for such purposes, including prep time required by the Hospital, minus any pay received as a witness.

SECTION 13.8 - Disaster Plan The Hospital has a disaster plan to which all nurses will comply.



SECTION 13.9 - Overtime Work If the Hospital in its sole discretion determines that overtime work is necessary to maintain or improve the level of patient care, the Hospital shall first seek volunteers for such work among those Nurses performing the work. If there is more than one volunteer, the Hospital will assign the overtime to the volunteer with the most seniority where skill and ability among the volunteers are equal. If the necessary number of Nurses performing the work in question cannot be obtained through voluntary means, the Hospital has the right to require overtime work and Nurses will be expected to perform such work on request provided that no Nurse shall be required to work in excess of sixteen (16) hours in a work day or in excess of twenty-four (24) hours overtime in a work week.

For the purposes of mandatory overtime, Nurses shall generally be considered in the following order, along with skills and abilities, and assigned based on reverse seniority within each of the following groups:

1. RNs who have not volunteered for any additional overtime during that work week
2. RNs who worked the same holiday during the previous year
3. RNs who have volunteered for additional overtime during that work week
4. RNs on approved vacation

The Hospital shall notify the Registered nurses at least fourteen (14) days prior to the time that the overtime work is required, except in an emergent situation. All Nurses shall cooperate in the working of overtime. No nurse shall be dropped from a scheduled shift to avoid overtime.

SECTION - 13.10 Overtime Pay Overtime pay at the rate of one and one-half (1 1/2) time the employer's regular straight-time hourly rate shall be paid for all work actually performed by the Nurse in excess of either;

1. Forty (40) for clinic or Thirty Six (36) for acute care patient care hours in a payroll week; or twelve (12) hours in a work day; or
2. Eight (8) hours in a payroll day or eighty (80) hours in a two week period.  
At the election of management.

Overtime must be approved in advance except in the case of emergency and/or when an immediate supervisor is not available to approve the overtime. If a supervisor is not available to approve the overtime, the registered nurse must obtain overtime approval at the earliest possible date and such approval may not unreasonably be denied by the Hospital.

## Section - 13.11 REPORTING, CALL-BACK, CALL-IN AND STANDBY PAY

1. An registered nurse required to be on-call shall be paid three dollars (\$3.00) per hour for all hours scheduled to be on standby. Registered Nurses shall not be required to be on-call on consecutive weeks if registered nurse has been on-call for five (5) days in one week except in cases of emergency or where patient care would be compromised if registered nurse was not on call.
2. Nurses on-call will be available to report to work within thirty (30) minutes of being called in to work. If circumstances require more time by on-call nurse, charge nurse must be notified as soon as possible.
3. At the time an registered nurse is asked to take call they shall be advised of the length of stand-by status, either 2, 4, 6, 8, or 12 hours. A registered nurse will not be requested to remain on-call beyond the end of his/her scheduled shift unless it is by mutual consent or deemed to be an emergency by the Hospital.
4. Low Census: A registered nurse scheduled to work who is not needed as scheduled, due to low census, will be notified one and one-half (1-1/2) hours prior to scheduled shift start. Two (2) telephone calls placed to the registered nurse shall be a sufficient effort to give notice.
5. A registered nurse, who reports to work as scheduled, who was not notified not to report as provided in section 4 above shall be given a minimum of three (3) hours work or pay in lieu thereof. A registered nurse working more than the three (3) hour minimum shall be paid for all hours worked. If the registered nurse requests to leave within the first three (3) hours of the shift, and is sent home with managements' approval, the registered nurse shall be paid for time worked and will be allowed to leave on-call – no minimums will apply.
6. Registered nurses called into work on a scheduled day off, and who report to work, shall compensated at one and one-half (1 ½) times the registered nurse's regular straight-time hourly rate and be paid a minimum of two (2) hours. If work exceeds two (2) hours, then the minimum shall be four (4) hours. If the work exceeds four (4) hours, then the minimum shall be six (6) hours. Over six (6) hours shall be guaranteed eight (8) hours of pay. If the registered nurse requests to leave and it is granted by mutual consent of management, the registered nurse shall only receive overtime pay for actual time worked and waive his/her right to the guaranteed minimums.

If such registered nurse has already completed their normal workday when called back, of eight (8) ten (10) or twelve (12) hours, the pay for after- hours work shall be at the overtime rate. If a registered nurse in said department is sent home due to low census and is recalled they shall be paid a minimum of one (1) hour's pay at time and one-half (1-1/2).

SECTION 13.12- Low Census Due to economic reasons or fluctuation in patient census, the Hospital may relieve Nurses from duty or direct them not to report for duty. If a Nurse is sent home on low census the Nurse will be automatically placed on call. If a Nurse has reported for work without prior notification to stay home and is then relieved of work because of low census, that Nurse shall be paid a minimum of two (2) hours pay or actual time worked whichever is greater. If the hospital requires the registered nurse to take low census and the registered nurse is called back, the nurse is paid at 1.5 times the regular pay for the minimum of 2 hours or actual time worked whichever is greater. If the registered nurse requests to take low census, and it is granted by management, then the nurse is paid at the regular hourly rate of pay for call back. When time permits, volunteers will be sought first. If no Nurse volunteers, low census will be assigned according to seniority where skill and ability are equal, beginning with the least senior Nurse scheduled per shift. With the next occurrence, the second least senior nurse will take low census until all nurses have gone through the rotation. If the Nurse is called off on low census, they will continue to accrue all benefits that they would have accrued if they had worked. Vacation days may not be taken in lieu of low census days.

SECTION 13.13 - AMBULANCE DUTY: RN's will not be required to perform ambulance duty.

#### ARTICLE XIV - JOB DESCRIPTION AND EMPLOYEE STATUS

##### SECTION 14.1 - Job Description

- a. Each Nurse upon employment shall be provided with a written job description by the Hospital, setting forth in general terms the job requirements, duties, and general responsibilities. Changes made to a Nurse's job description will be notified through PCC.
- b. Such written job descriptions shall be made available to the Nurse immediately upon employment, as well as to those Nurses who may through job promotions, attain different positions.
- c. Full Time Status is classified as a 1.0 FTE and is held by nurses who are regularly scheduled to work 36 hours per week for Acute Care or 40 hours per week for the Clinic. Part Time Status is classified as a 0.5 FTE and is held by nurses who are regularly scheduled to work 24 hours per week for both Acute Care and the Clinic.

##### SECTION 14.2 - Evaluation

- a. At the end of each of the Nurse's probationary period as defined in Article 18, and on each anniversary date thereafter, each Nurse shall receive a written performance evaluation from her immediate Supervisor.

- b. Newly hired Nurses shall receive, in addition, an oral evaluation of their performance from their immediate supervisor half way through their probationary period as defined in Article 18.
- c. The Nurse will have an opportunity to add any comments to the evaluation and will acknowledge the evaluation by signature to indicate only that it has been reviewed, and not necessarily agreed with.
- d. Evaluations are to be performed within two (2) months of their due date. Evaluations shall be discussed with the Nurse relieved of patient care duties and in a private area away from patients.

## ARTICLE XV - ORIENTATION

SECTION 15.1- Time Period Orientation for new Nurses shall normally be a period of six (6) weeks, which may be extended, decreased or modified based upon Hospital circumstances and upon the Nurse's prior experience, prior employment with the Hospital or familiarity with the assigned position. Any decrease to the six (6) week orientation shall be by mutual agreement between the nurse, the staff providing orientation, and Nursing Administration.

SECTION 15.2 - Content Orientation provided to Nurses shall normally include, but not be limited to, a complete tour of the Hospital and an explanation of the disaster manual; a thorough tour of the floor or floors and department(s) to be worked; a review of the medication procedures; orientation to patient care and charting system; orientation to crash carts and emergency procedures; orientation to the departments assigned to learn the routine and individual procedures of the area; and a review of the current job description.

SECTION 15.3 - Transfers Orientation of Nurses who permanently transfer to another department shall normally be for a period of one (1) week, which may be extended, decreased or modified, with mutual consent of the nurse and the Hospital, based upon Hospital circumstances, the Nurse's prior experience or familiarity with the new department. Orientation will also be provided to Nurses who perform work on temporary assignments to other units where they have had no prior orientation. The time period for such orientation shall normally be three (3) days, which may be extended or decreased by mutual agreement between the Nurse and the Hospital. In cases of emergencies, a Nurse may be required to perform work in another unit to assist without prior orientation. In such cases, a Nursing Administrator shall be available on call for assistance.

SECTION 15.4 - Materials Upon Hire At the time of the Nurse's hire, a Union Member shall deliver to the Nurse materials which shall include a copy of the current Agreement between the Association and the Hospital.

## ARTICLE XVI - EDUCATION

SECTION 16.1 In-service education programs will be provided on a regular basis for all nurse to the extent determined appropriate by Hospital management, taking into consideration financial resources and time constraints. Applicability to specific nurses will be indicated on the program announcements. Program announcements will be posted well in advance of the offering on a specific bulletin board designated for continuing education in each nursing unit. Interested Nurses shall arrange attendance with their immediate Supervisor. All Nurses will be compensated for attendance at in-service education and specific in-service planning sessions upon prior approval of Hospital management.

SECTION 16.2 Attendance by Nurses at in-service educational programs shall be considered of utmost importance by the Association. In order to ensure that Nurses maintain the highest possible professional skill, ability, and knowledge, attendance at all in-service programs shall be considered to be mandatory when so indicated. Nurses shall be expected to attend mandatory in-services except in emergency (the Hospital may require a doctor's verification for illness if abuse is suspected) or when on vacation.

SECTION 16.3 Nurses required by the Hospital to attend education offerings outside the Hospital shall be reimbursed for registration fees, public transportation at cost, or personal transportation expenses at the standard rate per mile being paid by the Hospital. Lodging and meals shall be reimbursed on the basis of reasonable and prudent expense. Time spent in travel to and from educational offerings required by the Hospital shall be reimbursed in accordance with the Fair Labor Standards Act. Nurses required to participate in educational offerings may also be required to participate in in-service education programs to pass along information obtained in the above educational offerings.

SECTION 16.4 Nurses interested in attending education offerings outside the Hospital may negotiate with the Hospital on an individual basis as to what, if any, wages or expenses will be paid by the Hospital. The agreement will be in writing and signed by the Nurse and Chief Nursing Officer and the Chief Executive Officer . If any expenses are paid by the Hospital, the Nurse may be requested to pass along information obtained from the educational offerings.

SECTION 16.5 Nurses may request time off to attend educational offerings outside the Hospital; Association meetings, conventions, or workshops at their own expense. Applications for time off should be submitted in writing to the Hospital at least thirty (30) days prior to the posting of the work schedule covering the dates of the requested time off. The requested time off may be granted or denied at management's discretion, and time off requests shall not be unreasonably denied as staffing permits. Nurses attending said educational offerings will take the day off without pay or take a vacation day at the Nurses option.

SECTION 16.6 Appropriate outside educational offerings shall be posted on the specific bulletin board designated for continuing education in each nursing unit.

## ARTICLE XVII - PROMOTIONS AND TRANSFERS

SECTION 17.1 - Skill and Ability It is agreed that for the Hospital to provide the best patient care, it is necessary that all Nurses have the present skill, ability, physical ability to do the job and interest to do their work properly and efficiently. Hereafter, the word "skill" will include "skill, ability, physical ability to do the job, interest and present ability to do the job without further training.

SECTION 17.2 - Promotions and Transfers New permanent and job vacancies, if within the bargaining unit, shall be posted on the Hospital bulletin boards for a minimum of seven (7) calendar days with notice given by email to all association members. Applications shall be presented in writing to the Hospital within the seven (7) day posting period. Nurses may bid on job openings other than their position of hire after completion of the probationary period. Association members will be required to give 18 day resignation notice.

SECTION 17.3 - Managers and Supervisors Promotions to managerial or supervisory positions shall be made in the sole discretion of the hospital and are not subject to review in the grievance procedure or otherwise.

SECTION 17.4 - Promotions from Within The Hospital agrees, as a general rule and to the extent practical and economic under the circumstances, to fill bargaining unit vacancies, or new jobs which are clearly not due to temporary causes, by promotion of present Nurses. Among two or more in-hospital Nurses who apply for new positions or job vacancies, such positions or vacancies shall be awarded according to seniority, provided skill and ability are substantially equal. In-house applicants shall be notified within five (5) calendar days after the position is awarded.

SECTION 17.5 - Temporary Vacancies Temporary vacancies are defined as those occasioned by illness, vacation, leave of absence or other temporary situations and which are not likely to last more than three (3) months. Temporary vacancies which the Hospital decides should be filled will be filled by volunteers or, if no qualified nurse volunteers, then by temporarily transferring a nurse who is qualified to do the work or by hiring a new nurse at the Hospital's discretion. If a temporary transfer of a nurse is required, it shall be assigned in the order of reverse seniority of nurses, on a rotating basis with the necessary skills and abilities.

## ARTICLE XVIII - SENIORITY, LAYOFF AND RECALL

SECTION 18.1 - Seniority Defined Bargaining unit seniority is defined for regular full-time and regular part-time Nurses as the length of employment with the Hospital from their last date of hire as a bargaining unit Registered Nurse uninterrupted by resignation from a bargaining unit position, discharge or unpaid leave of absence as provided in Section 18.8. Bargaining unit seniority shall be used solely to determine rights existing between bargaining unit registered nurses and for no other purpose. A registered nurse's bargaining unit seniority will be frozen for a maximum period of one (1) year, during which no seniority shall accrue, if the following are met:

1. The registered nurse must have been employed in a position covered by this Agreement for a period of at least three (3) years,
2. The registered nurse must actually work an average of at least twelve (12) hours per pay period performing nursing duties for the entire frozen seniority period.
3. If the registered nurse has moved into a salary position, it is the responsibility of the registered nurse to record hours worked performing nursing duties using a "missed punch" form, have this form validated by a supervisor or charge nurse, then turn a copy of this form into payroll for record keeping at the end of each pay period.

SECTION 18.2 - Part-Time Nurses Part-time Nurses shall accrue seniority rights. A part-time Nurse is any Nurse who is regularly scheduled to work no more than thirty-five (35) hours nor less than twenty-four (24) hours per payroll week. Part-time Nurses shall receive all benefits for part-time Nurses as specifically stated in other portions of this Agreement.

SECTION 18.3 - Full-Time Nurses Full-time nurses shall accrue seniority rights. A full-time Nurse is any Nurse who is regularly scheduled to work at least thirty-six (36) hours per payroll week.

SECTION 18.4 - Temporary Nurses Temporary Nurses do not accrue seniority rights. A temporary Nurse is a Nurse hired to fill a temporary vacancy as described in Article 17, Section 17.5.; however, if a currently employed bargaining unit Nurse is transferred to fill a temporary position, they shall continue to receive all wages, benefits and seniority of her bargaining unit position.

SECTION 18.5 - Casual Nurse Casual nurses work less than 624 hours in a six month period and are randomly scheduled. Casual registered nurse's hours shall be computed for the period from January 1 to June 30 each year and for the period July 1 to December 31 each year. Casual registered nurses available on a call-in basis are not covered by any other provisions of this agreement.

SECTION 18.6 - Seniority Lists The Hospital shall within fifteen (15) days after the signing of this Agreement furnish the Association with a seniority list showing the seniority dates for all Nurses within the bargaining unit. One copy shall be posted in the schedule book. During the term of this Agreement the list shall be revised and posted every six (6) months by the Hospital. The Hospital may rely on the list unless errors are brought to the Hospital's attention within fourteen (14) days of the posting.

SECTION 18.7 - Probationary Period For the first 180 days of employment all Nurses shall be considered probationary. During this period the Hospital may terminate the Nurse without cause, and the Nurse shall have no recourse to the grievance procedure. Upon completion of the probationary period, the Nurse's anniversary date shall relate back to the last date of hire in a bargaining unit position for accrual of benefits and seniority. A Nurse's probationary period may be extended for an additional 90 days at the discretion of the CNO by informing the nurse of the decision and the reasons for it. Nurses will receive health coverage the 1<sup>st</sup> of the month following 60 days of employment.

SECTION 18.8 - Termination of Seniority Employment shall terminate and seniority for all purposes when an registered nurse:

- a. Resigns or retires;
- b. Is discharged for just cause;
- c. Is absent exceeding the period for which a leave of absence has been granted or extended in writing or obtains a leave of absence under false pretenses;
- d. Is absent for two (2) consecutive scheduled shifts without notification to the Hospital;
- e. Fails to advise the Hospital of intent to return to work within three (3) working days after receiving a notice of recall from layoff directed to the Nurse's last known address;
- f. Fails to report for work following expiration of a disability leave within three (3) days after release by her doctor;
- g. Accepts other employment during a leave of absence or while on an education leave unless agreed to in writing by the hospital;
- h. Is not recalled within nine (9) months of layoff;



- i. Does not perform work for the Hospital (except for layoff or military leave or approved leave of absence) for a period in excess of six months or the length of the registered nurse's service when the absence began, whichever is shorter.

SECTION 18.9 - Layoffs and Recalls If in the Hospital's judgment, a layoff becomes necessary, the Hospital will determine the services and/or the level of patient care to be provided and the staffing structure which will best meet these objectives.

- a. The Hospital will determine which Nurses will be retained based upon the services and/or level of care to be provided. Provided the qualifications and abilities are substantially equal, the Nurse with the least seniority will be the first laid off.
- b. Before any full-time or regular part-time post probationary Nurse is laid off, the Hospital will layoff temporary Nurses as defined in Section 17.5, and probationary Nurse as determined appropriate by the Hospital, provided the temporary Nurse is not a regular member of the bargaining unit on temporary assignment as determined appropriate by the Hospital.
- c. The Association and the affected Nurses will, absent emergency, receive at least fifteen (15) calendar days notice prior to the effective date of the layoff (Notice to Nurse deemed given when mailed)
- d. Insurance coverage may be continued during a layoff, provided the Nurse pays the premium cost by the tenth (10) calendar day of the month, unless the Nurse is using accumulated vacation pay, in which case all economic and fringe benefits shall apply.
- e. Nurses on layoff status shall keep the Hospital informed of their recall availability and current address and phone number.
- f. Recalls from layoff shall be in order of seniority, provided they are qualified to perform the work involved. A Nurse who is passed over due to lack of qualifications retains her position on the recall list. If no recall occurs within nine (9) months, the Nurse will be terminated.

SECTION 18.10 - Resignation A Nurse shall give at least thirty (30) calendar days written notice of intended resignation, which notice must be served to the Chief Nursing Officer.

## ARTICLE XIX - LEAVE OF ABSENCE

SECTION 19.1 - Personal Leave Nurses desiring a leave of absence shall make written application in advance, when possible, to the Chief Executive Officer or designee and, if in the judgment of the Hospital, good cause exists and operating requirements permit, the leave of absence without pay shall be granted in writing during which time the registered nurse's seniority rights shall not accrue. A leave of absence shall be granted for a period not to exceed thirty (30) calendar days unless required by law to be for a longer period of time. Thirty (30) day extensions of leave may, upon request, be granted at the discretion of the Hospital in writing if in its judgment good cause exists and operating requirements permit.

SECTION 19.2 - Leaves for Illness or Injury In the event a registered nurse is unable to work by reason of illness or injury (including those compensable under Worker's Compensation), the Hospital may grant a leave of absence without pay during which time seniority shall not accrue for so long as the registered nurse is unable to work but in any event no longer than the period set forth in Section 18.8 (i) of Article 18 (Seniority) to the extent permitted by applicable law. To qualify for such leave, the registered nurse must report the illness or injury to his or her department head as soon as the illness or injury is known and thereafter furnish to the Hospital a provider's written statement showing the nature of the illness or injury and the estimated length of time that the registered nurse will be unable to report for work, together with a written application for such leave. Thereafter, during such leave the registered nurse shall be required to furnish a current report from the attending provider at the end of each thirty (30) day interval or as otherwise required by the hospital. Before returning from a leave of absence for injury or illness, or during such leave, the registered nurse at the discretion of the Hospital may be required to have a physical examination by a provider agreed to by the Nurse and the Hospital to determine the registered nurse's capacity to perform work assigned. Leave of absence for illness or injury will not be granted until a registered nurse's entire accrued sick leave is first exhausted.

SECTION 19.3 - Military Leave The hospital will comply with all state and federal laws pertaining to the rights of registered nurses entering or returning from military service.

SECTION 19.4 - Maternity Leave The Hospital will comply with all state and federal laws pertaining to maternity leave. This provision shall not be subject to review under the arbitration step or the grievance procedure.

SECTION 19.5 - Employment While on Leave A leave of absence will not be granted for purposes of obtaining other employment. A registered nurse who accepts employment with another employer without written permission of the Hospital during a leave of absence shall be terminated. The Hospital will not unreasonably deny such a written request.

SECTION 19.6 - Benefits While on Leave A registered nurse returning from leave of absence will have his seniority continued after the period(s) of leave subject to the requirement of Section 18.8 (i) or Article 18 (Seniority). Upon return, the Hospital will place the Nurse in her previous job (including shift and pay) if an opening exists; otherwise they shall be placed in another Nurse opening, if available.

SECTION 19.7 - Jury Duty Leave Any registered nurse who is called to and is required to report for jury duty shall be paid an amount equal to the registered nurse's straight-time hourly rate exclusive of shift, overtime and any other premiums, multiplied by eight (8) or the number of hours less than eight (8) that the registered nurse otherwise would have worked for the Hospital on the day for which the payment is to be made less the daily jury duty fee paid the registered nurse by the court in which they serves. In order to receive payment under this Section, an registered nurse must notify the Hospital as soon as possible after they have been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which they claim such payment.

SECTION 19.8 - Funeral Leave When death occurs in a registered nurse's immediate family, i.e. spouse, parent, children or step-relation thereof, brother/sister, father or mother in law and grandparents a registered nurse, on request, will be excused and, after making written application therefore, receive payment for up to thirty two (32) hours lost from work, during the period commencing with the date of death and ending with the calendar day after the day of the funeral, provided the registered nurse attends the funeral. Any funeral that requires travel of 500 miles or more will receive payment for 32 hours and be allowed five (5) day consecutive normally scheduled days lost from work. All other funeral leave is upon approval by supervisor. A registered nurse who returns to work on or after the date of the funeral will not be eligible for funeral leave pay for a subsequent absence in connection with that death.

Payment shall be made at the registered nurse's straight-time hourly rate on the last day worked exclusive of shift, overtime or any premiums. Verification of the death and relationship must be supplied if requested by the Hospital.

#### ARTICLE XX - PAID TIME OFF (PTO)

SECTION 20.1 - Date for Determining Eligibility PTO is earned leave. It is used by the nurse for vacation, sick leave, short term illness, illness of your dependents, medical appointments, and personal days. Eligibility for determining PTO shall be according to the nurses' last anniversary date of hire. PTO will be earned during the nurse's probationary period but cannot be used until the probationary period has been completed.

SECTION 20.2 - Length of PTO Each full-time regular nurse shall be entitled to the following PTO time based on length of continuous service as determined by the nurses' most recent date of hire into a full-time or part-time position with Northern Rockies Medical Center:

<u>Length of Service</u>	<u>Paid Time Off</u>	<u>2 Year Cap</u>
0-12 months	80 Hours	160
13-60 months	120 Hours	248
61-120 months	144 Hours	296
121-180 months	168 Hours	344
181-240 months	192 Hours	392
241-300 months	216 Hours	440
over 300 months	240 Hours	488

The above PTO shall be prorated for regular part-time nurses based upon weeks worked in the prior year as stated in Section 6. Weeks lost from work because of PTO or National Guard duty will be counted in determining weeks worked for earned PTO.

SECTION 20.3 - Vacation For each full week of vacation time a nurse shall receive vacation pay determined by taking the nurse's straight-time hourly rate at the time of vacation.

Vacation pay shall not include any shift premium and is subject to the same proportional calculation as the length of vacation in section 20.2 above. In order to qualify for vacation pay a nurse must work the regularly scheduled day immediately preceding and immediately following the vacation period.

SECTION 20.4 - Scheduling of Vacations using PTO time Vacation schedules are subject to advance approval by the Hospital, taking into consideration the staff requirements of the Hospital and the wishes of the registered nurse. In order for seniority to be considered, vacation requests must be made between January 1 and March 1 each year. The Employer shall notify each registered nurse, in writing, by April 15 each year if vacation is granted or denied.

In case of conflicts in vacation request made during such period, available vacation times will be granted according to seniority. If split vacations are requested, seniority will be considered on one requested period only. Vacations requested after April 15<sup>th</sup> in any year shall be considered on a first-come, first served basis without regard to seniority. Vacation schedule shall be posted at all times where it is available for all registered nurses to see.

Vacations must be taken during the year subsequent to which they are earned. PTO will be capped at the equivalent of two years. Once scheduled and approved, the Hospital will endeavor not to alter or change agreed upon vacation periods except for important operation needs.

SECTION 20.5 - Terminated Nurses Nurses who are discharged, who quit, or whose employment is otherwise terminated shall only be entitled to PTO pay as stated elsewhere in this Agreement.

SECTION 20.6 - Part-Time Nurses Regular part-time nurses shall receive pro-rata PTO on the basis of average hours worked per year.

### ARTICLE XXI - SICK LEAVE

SECTION 21.1 - Sick Leave Defined Sick leave payments are designed to provide a short term disability insurance so that a Nurse is paid for the time they would have normally been paid should a Nurse be sick or need to consult a physician.

#### SECTION 21.2 - Sick Leave

- A. Sick leave is included in Paid Time Off (See Article XX) for full-time Nurses and is pro-rated for part-time Nurses.
- B. Sick leave is authorized for:
  - 1. Sickness or accidents resulting in temporary inability of nurse to perform his/her job;
  - 2. Appointments for medical or dental and optometry for an registered nurse;
  - 3. Dependent illness, adoption, and medical, dental and optometry appointments of dependents.
- C. All sick time earned prior to November 15<sup>th</sup> 2004 will remain in the sick bank category; which can be utilized for sick leave until it is depleted. No additional sick leave accruals will happen after November 15<sup>th</sup> 2004.
- D. As long as it is allowable by government regulations, NRMC will allow registered nurses to donate their sick leave and receive the equivalent number of vote shares at 1 vote per \$100 in sick donated.

Dependents are defined as the Registered Nurse employees spouse, parent (natural, adoptive, foster and step parent), child (natural, adoptive, foster and step child), and any other family member who financially or legally dependent upon the registered nurse or who resides with the registered nurse for the purpose of the registered nurse providing care to the family member.

SECTION 21.3 - Part-time and Temporary Nurses Part-time and temporary nurses earn Paid Time Off as other nurses except credits are pro-rated to part-time registered nurses. They must also work the qualifying probationary period in order to take paid sick leave.

SECTION 21.4 - Unused Days of Sick leave As provided in 2-18-618 (5), MCA, when a nurse terminates employment with the Hospital, the Nurse is entitled to be paid a lump sum payment equal to one-fourth of the pay attributed to the accumulated sick leave, based on the salary or wage of the Nurse at the time of termination. Once paid a lump sum, all sick leave credits are lost, even if the nurse goes back to work for the same employer.

SECTION 21.5 - Abuse of Sick Leave Misrepresentation of the actual reason for charging an absence to sick leave is cause for dismissal. Chronic, persistent, or patterned use of sick leave may be subject to progressive discipline. The Employer reserves the right to request a doctor's certification to verify sick absenteeism. Absences improperly charged to sick leave may, at the Hospital's discretion, be charged to available compensatory time or leave without pay.

SECTION 21.6 - Extended Sick Leave All regularly scheduled registered nurses (those with an F.T.E. of .5 or greater) are eligible to accrue Extended Medical Leave at 0.04615 per hour worked. A maximum balance of 480 hours can be maintained. This time is to be used in the event that a registered nurse's illness or injury exceeds the equivalent to one work week. Extended Medical is for a registered nurse's own illness or injury and a medical statement from a medical provider is required to receive compensation. Registered Nurses shall use PTO or accrued sick leave, if available and at the registered nurse's choice, for those days not covered by Extended Medical Leave.

## ARTICLE XXII - HOLIDAYS AND HOLIDAY PAY

SECTION 22.1 - Qualification for Holiday Pay Subject to the provisions of this Article, the Hospital will observe the following 7 holidays on the calendar days on which they occur:

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

SECTION 22.2 - Qualifications for Holiday Pay To qualify for holiday pay a nurse must meet each of the following requirements:

- a. The nurse must be a regular full-time or part-time nurse.
- b. The nurse must have completed the nurse's probationary period:
- c. The nurse must have worked a scheduled day before or after a holiday to receive holiday pay.

SECTION 22.3 - Amount of Holiday Pay For each full holiday designated in Section 22.1, an eligible full-time nurse shall receive eight (8) hours straight-time pay; part-time registered nurses shall receive pay on a pro-rata basis.

SECTION 22.4 - Pay for Work Performed on a Holiday For each full holiday designated in Section 22.1, an eligible nurse who performs work on the holiday shall be paid time and one half the hourly rate for work performed on the holiday (See Section 22.8 for holiday time defined). A nurse who voluntarily agrees or is scheduled to work on a holiday and who fails to report for such work shall receive no holiday pay and may be subject to other disciplinary action. A regular part-time nurse who works during a holiday shall receive time and a half pay for each holiday hour worked.

SECTION 22.5 -Holidays During Vacation If an observed holiday occurs during a vacation period a nurse otherwise eligible for holiday pay shall receive the amount of the holiday pay.

SECTION 22.6 - Holiday Pay During Leave of Absence, Suspension, or Terminal Vacation Nurses who are on education leave, leave of absence without pay, suspension or on a terminal vacation when a designated holiday occurs will not be entitled to holiday pay.

SECTION 22.7 - Pay During Layoff Nurses who are on layoff when a holiday occurs will not receive holiday pay.

SECTION 22.8 - Holiday Defined by Shifts Holidays for the purpose of this Section shall begin at 6:00 A.M. the morning of the holiday, until 6:00 A.M. (24 hours) the following morning.

## ARTICLE XXIII - INSURANCE

SECTION 23.1 - Coverage The Hospital shall make available group health insurance to the registered nurse. Further, the Hospital shall, to the extent required by law, make available to retired nurses the ability to participate in the Hospital's group insurance program for individual and dependent coverage, with premiums to be paid by the retired nurse. Arrangement for reimbursement of premiums to the Hospital should be made through the Chief Executive Officer. The Hospital reserves the right to change insurance carriers or benefit levels, to self-insure, or to participate in a health maintenance or preferred provider organization as it deems appropriate.

SECTION 23.2 - Cost The Hospital shall contribute up to \$400 dollars per month for the group health insurance program provided by the hospital to full-time registered nurses and pro-rated for part-time registered nurses.

SECTION 23.3 - Cost Containment The Hospital reserves the right to institute cost containment measures relative to insurance coverage. Prior to implementation of the cost containment measures a meeting with concerned parties will be held to discuss the changes.

SECTION 23.4 - Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 23.1 shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policies and shall not be subject to the grievance procedure set forth in this Agreement.

SECTION 23.5 - Right to Maintain Coverage While on Unpaid Leave or On Layoff A registered nurse who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for registered nurse coverage and, if desired, for dependent coverage.

SECTION 23.6 The Hospital shall provide, at no cost to the Nurse Hepatitis B, T-Dap (Tetanus/Diphtheria/Pertussis) and flu shots, if requested.

## ARTICLE XXIV - RETIREMENT

NRMC will provide a matching contribution up to two percent (2%), effective May 1, 2006, of their gross pay for eligible registered nurses. The matching contribution will be vested at twenty percent (20%) each year and full vesting after five years of continuous service. Registered nurses who leave or are terminated before five years will receive the appropriate percentage, based on years in the plan, of the employer contribution. Eligible registered nurses whose status changes to "Casual" may still contribute to the plan but will no longer be eligible for the NRMC matching contribution.



## ARTICLE XXV - WAGES

SECTION 25.1 - Minimum Wage Rates The minimum beginning hourly rates which shall be effective during the term of this Agreement are set forth in Appendix A and made a part thereof. The Hospital reserves the right to increase but not decrease these wages without first consulting with the Association.

SECTION 25.2 - Nocturnal Shift Differentials A shift differential as defined in Appendix A will be paid for the nocturnal shift. For the purpose of applying the shift differential pay, all hours worked by a registered nurse during his work day shall be considered as being worked on his regular shift.

SECTION 25.3 - On Call Pay On call pay as defined in Appendix A will be paid to any nurse who is required to be on call and expected to report for work if called. Please see Section 13.11 for further clarification.

## ARTICLE XXVI - HEALTH, SAFETY, SECURITY AND SANITATION

SECTION 26.1 The Hospital may make reasonable rules concerning the health, safety and sanitary working conditions of its registered nurses during the hours of their employment. All registered nurses shall follow the Hospital's health, safety and sanitation rules including those on the wearing and use of safety equipment and proper work clothing.

SECTION 26.2 The Hospital will endeavor to provide for the safety and security of its registered nurses while on the Hospital premises in their capacity as registered nurses.

Section 26.3 A minimum of 2 staff RN's if available, must be on staff within the Hospital at all times, except in times of low census as per Hospital policy (In which case an RN shall be retained "on call").

## ARTICLE XXVII - CHANGE OF LAWS

If, at any time during the period covered by this Agreement, an express provision of this Agreement should be finally held to violate any valid law or decision applicable thereto, then that part of this Agreement shall forthwith be terminated, and re-negotiated.

## ARTICLE XXVIII - TOTALITY OF AGREEMENT

After this Agreement has been signed and approved, no provision of this Agreement may be modified, changed or amended during the life of the Agreement, except by mutual consent in writing between the Association and the Employer.

This Agreement, upon ratification, as to all bargaining unit personnel supersedes all prior Hospital practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.


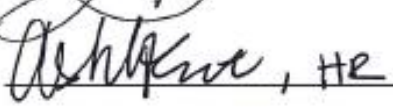
The Hospital and Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Hospital's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. The parties may engage in impact bargaining upon mutual agreement.

ARTICLE XXIX - EFFECTIVE DATE


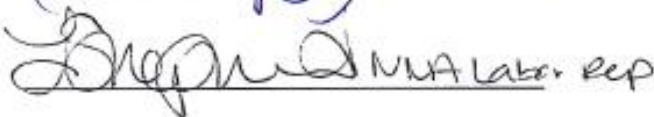
This contract shall become effective as of the 1<sup>st</sup> day of August 2019 and from year to year thereafter unless written notice of desire to terminate, or review, or renew and modify the same be given by either party to the other at least ninety (90) days and not more than one hundred twenty (120) days prior to the expiration date of this Agreement, or any extension thereof. In the event such notice to renew or modify is given, the parties shall meet not later than twenty (20) days after the date of such notice, or upon such reasonable time as is agreeable to both parties for the purpose negotiations. In the event either party does not enter into negotiations per this Article, any future contract settlement date shall become the effective date of the contract. All notices provided for in this Contract shall be served by certified mail, return receipt requested. In addition, upon mutual agreement, both parties may enter into the negotiation of all or part of this Agreement prior to its termination.

Signed and entered into this 28<sup>th</sup> day of August, 2019

NORTHERN ROCKIES MEDICAL  
CENTER INCORPORATED,  
OF CUTBANK, MONTANA

 \_\_\_\_\_, CEO  
 \_\_\_\_\_, HR  
\_\_\_\_\_

MONTANA NURSES ASSOCIATION  
LOCAL UNIT #25

 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ MNA Labor Rep

## APPENDIX A

### Section 1. Wages

- a. The attached salary schedule shall be effective from August 1, 2019 to July 31, 2021.
- b. On call pay shall be \$3.00 per hour.
- c. Night shift shall begin at 5:45 p.m. and end at 6:15 a.m. The differential shall be \$1.75 per hour for hours worked during night shift. If day shift hours are worked that lead into night shift, there must be a minimum of 2 hours into the night shift before differential is paid.
- d. Charge Nurse differential shall be \$2.25 per hour. Prior to any RN filling a Charge Nurse shift, they must have signed the most recent Charge Nurse job description.
- e. Nurses shall be paid for certifications, including but not limited to: ACLS, TNCC, NALS/NRP, PALS, STABLE, ENPC, and CPI at twenty-five cents (\$0.25) per hour for each certification. Additional certifications may be approved for pay if submitted to and approved by the Professional Conference Committee (PCC).
- f. Nurses who assume the duties of a department head or supervisor shall receive \$1.50 an hour pay differential to their base hourly rate of pay.
- g. There shall be a weekend differential of \$1.50 per hour to the base hourly rate of pay.
- h. Call-back pay will be paid to any nurse who is called back to work outside of their regularly scheduled hours. If a nurse is sent home low census and called back to work during a regularly scheduled shift the nurse will be eligible for call-back pay. Call-back pay will be paid at 1.5 times the R.N.'s regularly hour rate. Please see section 13.11 for further clarification.
- i. Graduate Nurses will be paid at 80% of scale until their licensure becomes official.

- j. Nurses with Nationally recognized certifications that are within the spectrum of service lines provided at the facility will receive fifty cents (\$0.50) per hour to their hourly base wage. Certifications must be completed independently and the Nurse will be responsible for Certification Fees.
- k. After five (5) years of continuous service at NRMC, Inc. the renewal fee for licenses will be paid by NRMC, Inc.
- l. Travel allowances for mileage will be addressed on a case by case basis in the Professional Conference Committee.
- m. A preceptor who is responsible for supervising a Student, Graduate Nurse, or orienting a newly hired nurse with less than 12 months experience shall receive an additional \$1.00 per hour differential pay.

Orientation-A RN who is responsible for orienting a newly hired experienced nurse with more than 12 months experience shall receive an additional \$.50 per hour differential pay.

**SALARY SCHEDULE FOR REGISTERED NURSES**

<b>ACUTE CARE</b>			
<b>YEARS</b> (Length of credited service)	Current	Effective 8/1/2019	Effective 8/1/2020
		\$0.10 Increase	\$0.15 Increase
<b>ENTRY</b>	\$26.04	\$26.14	\$26.29
<b>1</b>	\$26.39	\$26.49	\$26.64
<b>2</b>	\$26.74	\$26.84	\$26.99
<b>3</b>	\$27.09	\$27.19	\$27.34
<b>4</b>	\$27.44	\$27.54	\$27.69
<b>5</b>	\$27.79	\$27.89	\$28.04
<b>6</b>	\$28.14	\$28.24	\$28.39
<b>7</b>	\$28.49	\$28.59	\$28.74
<b>8</b>	\$28.84	\$28.94	\$29.09
<b>9</b>	\$29.19	\$29.29	\$29.44
<b>10</b>	\$29.54	\$29.64	\$29.79
<b>11</b>	\$29.89	\$29.99	\$30.14
<b>12</b>	\$30.24	\$30.34	\$30.49
<b>13</b>	\$30.59	\$30.69	\$30.84
<b>14</b>	\$30.94	\$31.04	\$31.19
<b>15</b>	\$31.29	\$31.39	\$31.54
<b>16</b>	\$31.64	\$31.74	\$31.89
<b>17</b>	\$31.99	\$32.09	\$32.24
<b>18</b>	\$32.34	\$32.44	\$32.59
<b>19</b>	\$32.69	\$32.79	\$32.94
<b>20</b>	\$33.04	\$33.14	\$33.29
<b>21</b>	\$33.39	\$33.49	\$33.64
<b>22</b>	\$33.74	\$33.84	\$33.99
<b>23</b>	\$34.09	\$34.19	\$34.34
<b>24</b>	\$34.44	\$34.54	\$34.69
<b>25</b>	\$34.79	\$34.89	\$35.04
<b>26</b>	\$35.14	\$35.24	\$35.39
<b>27</b>	\$35.49	\$35.59	\$35.74
<b>28</b>	\$35.84	\$35.94	\$36.09
<b>29</b>	\$36.19	\$36.29	\$36.44
<b>30</b>	\$36.54	\$36.64	\$36.79
<b>31</b>	\$36.89	\$36.99	\$37.14
<b>32</b>	\$37.24	\$37.34	\$37.49
<b>33</b>	\$37.59	\$37.69	\$37.84
<b>34</b>	\$37.94	\$38.04	\$38.19

<b>CLINIC</b>			
<b>YEARS</b> (Length of credited service)	Current	Effective 8/1/2019	Effective 8/1/2020
		\$0.10 Increase	\$0.15 Increase
<b>ENTRY</b>	\$24.80	\$24.90	\$25.05
<b>1</b>	\$25.13	\$25.23	\$25.38
<b>2</b>	\$25.47	\$25.57	\$25.72
<b>3</b>	\$25.80	\$25.90	\$26.05
<b>4</b>	\$26.13	\$26.23	\$26.38
<b>5</b>	\$26.47	\$26.57	\$26.72
<b>6</b>	\$26.80	\$26.90	\$27.05
<b>7</b>	\$27.13	\$27.23	\$27.38
<b>8</b>	\$27.47	\$27.57	\$27.72
<b>9</b>	\$27.80	\$27.90	\$28.05
<b>10</b>	\$28.13	\$28.23	\$28.38
<b>11</b>	\$28.47	\$28.57	\$28.72
<b>12</b>	\$28.80	\$28.90	\$29.05
<b>13</b>	\$29.13	\$29.23	\$29.38
<b>14</b>	\$29.47	\$29.57	\$29.72
<b>15</b>	\$29.80	\$29.90	\$30.05
<b>16</b>	\$30.13	\$30.23	\$30.38
<b>17</b>	\$30.47	\$30.57	\$30.72
<b>18</b>	\$30.80	\$30.90	\$31.05
<b>19</b>	\$31.13	\$31.23	\$31.38
<b>20</b>	\$31.47	\$31.57	\$31.72
<b>21</b>	\$31.80	\$31.90	\$32.05
<b>22</b>	\$32.13	\$32.23	\$32.38
<b>23</b>	\$32.47	\$32.57	\$32.72
<b>24</b>	\$32.80	\$32.90	\$33.05
<b>25</b>	\$33.13	\$33.23	\$33.38
<b>26</b>	\$33.47	\$33.57	\$33.72
<b>27</b>	\$33.80	\$33.90	\$34.05
<b>28</b>	\$34.13	\$34.23	\$34.38
<b>29</b>	\$34.47	\$34.57	\$34.72
<b>30</b>	\$34.80	\$34.90	\$35.05
<b>31</b>	\$35.13	\$35.23	\$35.38
<b>32</b>	\$35.47	\$35.57	\$35.72
<b>33</b>	\$35.80	\$35.90	\$36.05
<b>34</b>	\$36.13	\$36.23	\$36.38

<b>35</b>	\$38.29	\$38.39	\$38.54
<b>36</b>	\$38.64	\$38.74	\$38.89
<b>37</b>	\$38.99	\$39.09	\$39.24
<b>38</b>	\$39.34	\$39.44	\$39.59
<b>39</b>	\$39.69	\$39.79	\$39.94
<b>40</b>	\$40.04	\$40.14	\$40.29
<b>41</b>	\$40.39	\$40.49	\$40.64
<b>42</b>	\$40.74	\$40.84	\$40.99
<b>43</b>	\$41.09	\$41.19	\$41.34
<b>44</b>	\$41.44	\$41.54	\$41.69
<b>45</b>	\$41.79	\$41.89	\$42.04
<b>46</b>	\$42.14	\$42.24	\$42.39
<b>47</b>	\$42.49	\$42.59	\$42.74
<b>48</b>	\$42.84	\$42.94	\$43.09
<b>49</b>	\$43.19	\$43.29	\$43.44
<b>50</b>	\$43.54	\$43.64	\$43.79
<b>51</b>	\$43.89	\$43.99	\$44.14
<b>52</b>	\$44.24	\$44.34	\$44.49
<b>53</b>	\$44.59	\$44.69	\$44.84
<b>54</b>	\$44.94	\$45.04	\$45.19
<b>55</b>	\$45.29	\$45.39	\$45.54
<b>56</b>	\$45.64	\$45.74	\$45.89
<b>57</b>	\$45.99	\$46.09	\$46.24
<b>58</b>	\$46.34	\$46.44	\$46.59
<b>59</b>	\$46.69	\$46.79	\$46.94

<b>35</b>	\$36.47	\$36.57	\$36.72
<b>36</b>	\$36.80	\$36.90	\$37.05
<b>37</b>	\$37.13	\$37.23	\$37.38
<b>38</b>	\$37.47	\$37.57	\$37.72
<b>39</b>	\$37.80	\$37.90	\$38.05
<b>40</b>	\$38.13	\$38.23	\$38.38
<b>41</b>	\$38.47	\$38.57	\$38.72
<b>42</b>	\$38.80	\$38.90	\$39.05
<b>43</b>	\$39.13	\$39.23	\$39.38
<b>44</b>	\$39.47	\$39.57	\$39.72
<b>45</b>	\$39.80	\$39.90	\$40.05
<b>46</b>	\$40.13	\$40.23	\$40.38
<b>47</b>	\$40.47	\$40.57	\$40.72
<b>48</b>	\$40.80	\$40.90	\$41.05
<b>49</b>	\$41.13	\$41.23	\$41.38
<b>50</b>	\$41.47	\$41.57	\$41.72
<b>51</b>	\$41.80	\$41.90	\$42.05
<b>52</b>	\$42.13	\$42.23	\$42.38
<b>53</b>	\$42.47	\$42.57	\$42.72
<b>54</b>	\$42.80	\$42.90	\$43.05
<b>55</b>	\$43.13	\$43.23	\$43.38
<b>56</b>	\$43.47	\$43.57	\$43.72
<b>57</b>	\$43.80	\$43.90	\$44.05
<b>58</b>	\$44.13	\$44.23	\$44.38
<b>59</b>	\$44.47	\$44.57	\$44.72

- Length of Credited Service = Length of continuous service credited year for year working as an R.N.

**Longevity Bonus:** A lump-sum bonus based on years of continuous service as a bargaining unit RN at Northern Rockies Medical Center will be paid the pay period following his/her corresponding anniversary date of the nurse's most recent date of hire into the bargaining unit, according to the schedule set forth below:

<b><u>LONGEVITY BONUS</u></b>	
<b><u>To Be paid on:</u></b>	
<b><u>3<sup>rd</sup> Anniversary</u></b>	<b><u>\$750.00</u></b>
<b><u>6<sup>th</sup></u></b>	<b><u>\$775.00</u></b>
<b><u>9<sup>th</sup></u></b>	<b><u>\$800.00</u></b>
<b><u>12<sup>th</sup></u></b>	<b><u>\$825.00</u></b>
<b><u>15<sup>th</sup></u></b>	<b><u>\$850.00</u></b>
<b><u>18<sup>th</sup></u></b>	<b><u>\$875.00</u></b>
<b><u>21<sup>st</sup></u></b>	<b><u>\$900.00</u></b>
<b><u>24<sup>th</sup></u></b>	<b><u>\$925.00</u></b>
<b><u>27<sup>th</sup></u></b>	<b><u>\$925.00</u></b>
<b><u>30<sup>th</sup></u></b>	<b><u>\$925.00</u></b>
<b><u>33<sup>rd</sup></u></b>	<b><u>\$925.00</u></b>
<b><u>36<sup>th</sup></u></b>	<b><u>\$925.00</u></b>
<b><u>39<sup>th</sup></u></b>	<b><u>\$925.00</u></b>
<b><u>42<sup>nd</sup></u></b>	<b><u>\$925.00</u></b>
<b><u>45<sup>th</sup></u></b>	<b><u>\$925.00</u></b>
<b><u>48<sup>th</sup></u></b>	<b><u>\$925.00</u></b>
<b><u>51<sup>st</sup></u></b>	<b><u>\$925.00</u></b>
<b><u>54<sup>th</sup></u></b>	<b><u>\$925.00</u></b>
<b><u>57<sup>th</sup></u></b>	<b><u>\$925.00</u></b>
<b><u>60<sup>th</sup></u></b>	<b><u>\$925.00</u></b>

- Any increase in negotiated benefits by another bargaining unit and the hospital shall apply to Local Unit # 25









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