

# **COLLECTIVE BARGAINING AGREEMENT**

Between

**PARTNERS IN HOME CARE INC.**

And

**Montana Nurses Association  
Local Unit #32**

**February 1, 2019**

Through

**January 31, 2022**



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**CONTRACT BETWEEN  
PARTNERS IN HOME CARE, INC.  
AND  
MONTANA NURSES ASSOCIATION  
Partners In Home Care Local Unit #32**

The intention of the Agreement is to ensure that the public utilizing the services of Partners In Home Care, Inc. shall receive the quality of nursing care to which they are entitled; to provide an orderly and peaceful means for resolving any misunderstanding or grievances between the parties; and to set forth herein the basic and full agreement between the parties covering wages, benefits, working conditions, and the professional practice of Registered Nurses at Partners In Home Care, Inc.

**ARTICLE I — RECOGNITION**

- 1.1** Employer recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, benefits, working conditions, and other conditions of employment for:

All regularly scheduled home health and hospice full-time, part-time, and PRN Registered Nurses who regularly average sixteen (16) hours or more of work per week who are employed by the Employer at its Missoula, Montana facility; but excluding employees in satellite offices, and all other employees including managers, team leaders, confidential employees, guards, and supervisors as defined in the National Labor Relations Act (the “Act”).

It is agreed that Community Liaison RNs and Quality Improvement RNs are excluded from the bargaining unit.

**ARTICLE II — DUES**

- 2.1** It shall be a condition of continued employment that nurses covered by this Agreement shall become and remain members of the Association in good standing to the extent of paying the uniform Association membership dues by the one hundred eightieth (180th) calendar day of their employment. The Employer will deduct membership dues from the salary of each nurse who voluntarily agrees to such deduction. Authorization once filed shall be irrevocable for a period of one (1) year from the date of the signature and such authorization shall be automatically renewed for successive periods of one (1) year, unless written notice of the revocation is given by the nurse to the Employer. Withheld amounts shall be forwarded to the Association office on a monthly basis following the actual withholding, together with a record of the amount and names of those for whom deductions have been made. Provided, there are two (2) exceptions to the requirement above. Exceptions are as follows:

- A) All nurses employed who are members of the Association must continue their membership for the duration of their employment with the Employer.
- B) Any nurse who can document a sincere religious belief in a religion which historically has held objection to any participation whether financially or by membership in a professional association or labor organization shall not be held to compliance with the dues provisions as outlined above. Such employee, however, shall be required to present proof to the Association of having contributed an amount equal to annual dues to an established charitable organization or their church.

### **ARTICLE III — MANAGEMENT RIGHTS**

- 3.1 The association recognizes the absolute and unqualified right of the Employer to operate and manage the business in its sole discretion, and this right shall not be impaired in any way so long as the exercise of this right is not in conflict with the specific terms of this Agreement.

### **ARTICLE IV — EMPLOYEE STATUS**

#### **4.1 Employee Definitions:**

- A) ***Probationary*** — Probationary status normally lasts for the first six (6) months of employment, including when a PRN employee moves to a regular full or part time position. Probationary nurses will receive a written performance evaluation after approximately four (4) months of employment. The probationary period maybe extended at the option of the Employer for additional one-month periods up to a total of three (3) months or six (6) months for PRN employees. However, if an employee changes positions during initial probation, he/she must complete a full agency probationary period in the new position which could last up to six (6) months in the new position.

PRN nurses shall be probationary until they shall have completed 1,040 hours of work for the Employer, or one year of employment including 320 hours of work for the Employer. When a PRN employee has completed the probationary period and accepts a full-time or part-time position, the employee shall be evaluated during the first six (6) months in the new position. If performance is not acceptable, the employee shall be returned to PRN status. Employer may extend the probationary period in individual cases, but shall not extend it beyond an additional three (3) months.

During the initial probationary period, the employee shall not have recourse to the grievance procedure. Probationary employees do not participate in fringe benefits provided for in this Agreement unless specifically included in the provisions for those benefits. Upon successful completion of the probationary period, the employee's anniversary date shall relate back to the hire date of employment for the accrual of fringe benefits, and for regular full-time and part-time employees, seniority.

- B) **Regular Full-time** — An hourly employee regularly and normally scheduled to work forty (40) hours per week and/or a salaried employee designated as a 1.0FTE.
- C) **Regular Part-time** — An hourly employee regularly and normally scheduled to work less than forty (40) hours per week but who average not less than four (4) hours of work per week and/or a salaried employee designated to work less than 1.0 FTE.
- D) **PRN** - An employee who works on an "as-needed" basis. PRN employees are ineligible for fringe benefits, except as provided in this Agreement.
- E) **In-house Staff** — Registered Nurses who are not providing direct patient care in the field.
- F) **Temporary Position** — Shall not exceed six (6) months in duration except by mutual agreement between the Employer and the Montana Nurses Association. Temporary employees are ineligible for fringe benefits. A regular employee who is assigned to fill a position temporarily will accrue benefits based on the FTE of the temporary position. A PRN employee who assumes a position temporarily will continue to accrue benefits at the PRN rate.
- G) **Field Staff** — Registered Nurses covered by this Agreement who provide direct care in the field.

#### 4.2 **Employee Listing:**

By the end of the month following each calendar quarter, the Employer will furnish a list of employees covered by the contract showing their date of hire to a representative of the Montana Nurses Association. The Employer agrees to provide the Union representative (or designee) with the name and contact information of all RNs covered by this Agreement within two (2) weeks of hire.

## **ARTICLE V - HOURS OF WORK**

**5.1** A regular work week shall consist of 40 hours per week during the period from Sunday, 12:00 a.m., through Saturday, 11:59 p.m. Work hours are scheduled as directed by the nurse's position description; or, if not addressed in the position description, by mutual agreement between the nurse and the Employer unless there is a situation of unmet patient need for which no volunteers are available. "Unmet patient need" may arise from illnesses, injuries, vacations, bereavement, holidays, leaves of absence, emergencies, lack of qualifications, or inadequate available staffing. In such situations, Employer may assign an appropriately qualified Registered Nurse to cover such patient need. Such assignments shall be made in the order of reverse seniority on a rotating basis. No Registered Nurses shall be scheduled or assigned to work more than thirteen (13) hours per week above their assigned FTE status for more than two (2) consecutive work weeks without mutual agreement between the nurse and the Employer.

All hours worked in excess of forty (40) hours per work week shall be considered as overtime hours. Overtime shall be compensated at the rate of one-and-one half (1½) times an employee's weighted average straight time hourly rate for the week. Overtime shall not be compounded or pyramided. Any overtime hours must be approved in writing in advance by the supervisor.

**5.2** Regular field staff shall participate in rotating coverage for holidays and weekends.

**5.3** All field staff will participate in rotating "On-Call" coverage. However, management shall not assign call to regular field staff on unscheduled work days without mutual consent. Nurses who are scheduled to work immediately following their on-call shift may contact their supervisor at least one hour before their scheduled starting time to request additional rest time. Such rest time shall be agreed upon by the Nurse and the supervisor, and shall not result in disciplinary action. Registered Nurses who, while working, reach a level of exhaustion such that they believe their performance and/or the safety of themselves or their patients may be compromised shall notify their supervisor. The supervisor shall make reasonable efforts to designate relief. In the event an agreement cannot be reached or relief cannot be found, the department manager shall make the final decision.

**5.4** PRN staff are required to work at least two (2) weekend days each month, with one of them being a Saturday, and two (2) agency-recognized holidays per year, with one holiday being either Thanksgiving Day or Christmas Day. PRN staff must be available for eight (8) hours each weekend day and assigned holidays.



**5.5** *Time Schedules* — Work schedules including scheduled time off will be posted at least two (2) weeks in advance before a four (4) week period of time. Posted schedules may only be changed by mutual consent between the RN and Employer unless there is a situation of unmet patient need for which no volunteers are available. “Unmet patient need” may arise from illness, injuries, vacations, bereavement, holidays, leaves of absence, emergencies, lack of qualifications, or inadequate available staffing. In such situations, Employer may assign an appropriately qualified Registered Nurse to cover such patient need. Such assignments shall be made in the order of reverse seniority on a rotating basis. No Registered Nurses shall be scheduled or assigned to work more than thirteen (13) hours per week above their assigned FTE status for more than two (2) consecutive work weeks without mutual agreement between the nurse and the Employer. Registered Nurses will not be scheduled to work more than five (5) consecutive days unless mutually agreed upon between the nurse and management.

A request for days off must be submitted at least two (2) weeks in advance of the posting of the work schedule. Exchange of scheduled work periods and/or days off may be arranged provided that:

1. the nurse and an equally qualified replacement submit a written request 24 hours in advance;
2. the nurse secures written approval of the immediate supervisor; and
3. overtime pay will not result from the exchange unless approved in advance by the immediate supervisor.

Other requests for time off may be approved at the sole discretion of the immediate supervisor, on a first-come, first-served basis.

*Holiday Scheduling* — Christmas Day and Thanksgiving Day holidays shall be considered prime holidays. The nurse will be guaranteed every other Christmas Day and Thanksgiving Day holiday off. In years that the nurse is scheduled to work Christmas Day, he/she will have the option of having Thanksgiving Day off and vice versa. If the nurse prefers New Year's Day holiday off instead of Thanksgiving Day, he/she will submit his/her request to the appropriate supervisor.

**5.6** Prime time is defined as follows:

1. Thanksgiving Holiday week.
2. Christmas Holiday week through New Year's Holiday week.
3. Week preceding Memorial Day Holiday through the week following Labor Day Holiday.

Requests for time off during these periods must be submitted by April 15 of the calendar year. Approved requests for time off will be posted by May 1. After May 1, it is the nurse's responsibility to appropriately exchange vacation time if approved by the appropriate supervisor.

**Seniority** — An RN may use his/her seniority status no more than one time to secure prime time vacation for one period during the calendar year. The RN will not use seniority to secure the same prime time vacation period in consecutive years.

- 5.7 Management and the local bargaining unit encourage self-scheduling in the various departments. This topic will be an agenda item of the Professional Conference Committee at the first scheduled committee meeting of each calendar year.
- 5.8 When a nurse reports for work during his/her regular schedule and is sent home within two (2) hours for lack of work, or when an employee is requested to report to work and arrives for work and is sent home within two (2) hours, the nurse will receive two hours of his/her regular hourly pay.
- 5.9 Nurses will not be scheduled to work in addition to their assigned FTE status without mutual consent unless there is a situation of unmet patient need for which no volunteers are available. “Unmet patient need” may arise from illness, injuries, vacations, bereavement, holidays, leaves of absence, emergencies, lack of qualifications, or inadequate available staffing. In such situations, Employer may assign an appropriately qualified Registered Nurse to cover such patient need. Such assignments shall be made in the order of reverse seniority on a rotating basis. No Registered Nurses shall be scheduled or assigned to work more than thirteen (13) hours per week above their assigned FTE status for more than two (2) consecutive work weeks without mutual agreement between the nurse and the Employer.
- 5.10 In the event the agency's disaster plan is activated, management may require nursing staff to report to work.

## **ARTICLE VI — WAGES**

- 6.1 No Registered Nurse will suffer a reduction in wages as a result of this Agreement. Registered Nurses hired into positions covered by this Agreement after January 31, 2019 will be placed on the wage scale indicated in Article VI after being evaluated according to the following criteria:
  - A) Prior or current RN experience at Partners In Home Care, Inc. is credited at 100% for each full year of service.
  - B) Prior RN experience is credited at 50% for each full year of experience.
  - C) A Licensed Practical Nurse who works at Partners In Home Care, Inc. and becomes a Registered Nurse will receive 50% credit for each full year of experience with the agency prior to becoming an RN.
  - D) In calculating a newly hired Registered Nurse's wage based on the above criteria, the agency may not place a new hire at a greater wage than a presently employed Registered Nurse with the same credited years of experience.

**WAGE SCALE**

|             | <u>Previous<br/>Wage Scale</u> | <u>Effective<br/>02/03/2019</u> | <u>Effective<br/>02/02/2020</u> | <u>Effective<br/>01/31/2021</u> |
|-------------|--------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Entry Level | \$24.91                        | \$26.09                         | \$26.87                         | \$27.54                         |
| 1 year      | \$25.22                        | \$26.42                         | \$27.21                         | \$27.89                         |
| 2 years     | \$25.73                        | \$26.95                         | \$27.76                         | \$28.45                         |
| 3 years     | \$26.30                        | \$27.55                         | \$28.38                         | \$29.09                         |
| 4 years     | \$26.96                        | \$28.24                         | \$29.09                         | \$29.82                         |
| 5 years     | \$27.68                        | \$28.99                         | \$29.86                         | \$30.61                         |
| 6 years     | \$28.35                        | \$29.70                         | \$30.59                         | \$31.35                         |
| 7 years     | \$29.07                        | \$30.45                         | \$31.36                         | \$32.14                         |
| 8 years     | \$29.79                        | \$31.21                         | \$32.15                         | \$32.95                         |
| 9 years     | \$30.56                        | \$32.01                         | \$32.97                         | \$33.79                         |
| 10 years    | \$31.33                        | \$32.82                         | \$33.80                         | \$34.65                         |
| 11 years    |                                |                                 | \$34.65                         | \$35.52                         |
| 12 years    |                                |                                 |                                 | \$36.41                         |

Effective 2/03/2019, currently employed Registered Nurses covered by this Agreement will be placed on the 2019 wage scale as appropriate based on service with Partners In Home Care and prior experience in accordance with the criteria outlined above. Movement between steps on the wage scale takes place on the effective dates listed above, not on nurses' anniversaries of employment.

Registered Nurses covered by this Agreement who have reached the top step on the Wage Scale above shall receive the greater of the new wage specified on the Wage Scale or a 4.0% increase to their current base hourly rate on each effective date listed above.

Any retroactive pay owed to Registered Nurses as a result of the ratification of this Agreement will be paid by no later than the next regular payday following the first full pay period subsequent to the ratification date hereof.

PRN Differential. Since PRN Registered Nurses do not receive fringe benefits, they will receive the above base hourly rate plus a \$2.50 per hour differential in lieu of other fringe benefits.

Weekend Differential. Registered Nurses covered by this Agreement, excluding PRN RNs, will receive a differential of \$2.00 per hour for hours worked on Saturdays and Sundays.

Case Manager Differential. Registered Nurses designated as Case Managers will receive the above base hourly rate plus an hourly differential in accordance with the following table:

| <u>Effective Date</u> | <u>Differential Amount</u> |
|-----------------------|----------------------------|
| 02/03/2019            | \$2.75                     |
| 02/02/2020            | \$3.00                     |

In the event an On-call Registered Nurse is paid on a salary basis, then, when such nurses mutually agree to perform additional work outside their regular work schedule, they will be paid the equivalent of their salary on an hourly basis.

Nurses represented by the bargaining unit who fail to fulfill the requirements of the annual competency fair will not be eligible for a pay increase during the following calendar year.

## **6.2 On-call Pay:**

Field staff Registered Nurses shall be compensated at a rate of \$4.00 per hour while on call. Field staff nurses required to provide backup to scheduled on-call nurses will also be eligible for on-call pay at the same rate.

Hourly Paid RNs required to make visits while on-call will be paid time-and-one-half of their regular rate of pay for actual time worked, including door-to-door travel and visits. All other time worked while on-call will be paid at the regular straight-time hourly rate. Any hours worked in excess of 40 hours per week will be paid at time and one-half of the regular straight time hourly rate. On-call hours (stand-by hours) when not actively working are not counted as hours worked for purposes of computing overtime. Regularly scheduled Registered Nurses who depart prior to the end of their scheduled shift but are required to carry their phone for responding to calls will be compensated at \$4.00 per hour.

In the event Registered Nurses are scheduled to provide on-call coverage which is contiguous to the beginning or end of a regular work shift, it is agreed that visits which begin during an employee's regularly scheduled shift and which subsequently continue beyond such employee's normal quitting time are not considered on-call visits and are not eligible for the time-and-one-half premium. Conversely, visits that begin during on-call hours and continue beyond the normal end of on-call coverage will be eligible for time-and-one-half pay for the duration of the visit and its associated travel. An employee's regularly scheduled shift is determined by the employee's FTE, the number of scheduled days per week, and supervisory assignment.

## **6.3 Meetings and Committees:**

Hourly paid nurses shall be compensated at the regular rate of pay for any time spent in employer committees, or employer meetings.

**6.4 Jury Duty:**

Regular, non-PRN employees will receive regular pay for jury duty under proper summons or subpoena for jury duty, up to a maximum of ten (10) days. Any compensation received from jury duty will be deducted from the employees' next regular pay or employees may sign the jury duty compensation check over to the Employer.

**6.5 Employer Requested Testimony:**

Applicable regular wages will be paid when a nurse is required to testify on behalf of the Employer.

**6.6 Travel, Automobile Use:**

Hourly nurses who use their vehicles for the Employer shall be reimbursed for work-related mileage in accordance with the following schedule:

| <u>Price per Gallon of<br/>Regular Unleaded Gas</u> | <u>Reimbursement<br/>Rate per Mile</u> |
|---|--|
| \$1.00 to \$1.49                                    | \$0.40                                 |
| \$1.50 to \$1.99                                    | \$0.43                                 |
| \$2.00 to \$2.49                                    | \$0.46                                 |
| \$2.50 to \$2.99                                    | \$0.48                                 |
| \$3.00 to \$3.49                                    | \$0.52                                 |
| \$3.50 to \$3.99                                    | \$0.54                                 |
| \$4.00 to \$4.49                                    | \$0.58                                 |
| \$4.50 to \$4.99                                    | \$0.60                                 |

The reimbursement rate shall be adjusted at the beginning of each month based on the current price of gas. However, the reimbursement rate may never exceed the limit on mileage reimbursement then in effect as published from time to time by the Internal Revenue Service.

**6.7** This section is deleted.

**6.8 Preceptorship Bonus:**

Newly hired Home Health and Hospice Registered Nurses may be mentored by an appropriately qualified bargaining unit Registered Nurse who is designated by management for a specific period of time to be determined by the supervisor and employee in the program. Joint visits will be made as necessary according to the new hire's experience and performance. The mentoring RN will receive a \$250.00 bonus upon completion of the probationary period by the new hire and an additional bonus of \$250.00 upon completion of one year of employment by the new hire.

It is the responsibility of the mentor to initiate a meeting between him/herself, the supervisor, clinical manager, and orientee at the midpoint of the defined orientation period to discuss whether or not competencies have been met by the orientee.

**6.9 Certification Pay:**

Partners will pay a differential of \$2.00 per hour when a nurse has achieved and maintains certification in an approved certification program. The Clinical Manager will have final approval of the certification program. This certification should be applicable to the home department in which the nurse is most regularly scheduled. Only one certification will be recognized for compensation per individual nurse. Partners will reimburse the cost of the exam fee upon passing of any approved certification program achieved under this paragraph.

The nurse is required to submit relevant documentation to the Human Resources Department. Certification pay will begin the first pay period following appropriate approved documentation.

**6.10 Supervisor Coverage Pay:**

Any Registered Nurse who temporarily functions as a Supervisor of a program for one or more shifts will be paid an additional \$2.50 per hour.

## **ARTICLE VII - LEAVES, EXTENDED LEAVE, HOLIDAYS**

### **7.1 PAL Time:**

Personal Accumulated Leave (PAL) time is a combination of the benefits traditionally granted as vacation and sick leave into a single integrated plan. All regular employees begin accruing PAL time from the date of hire. PRN employees are not eligible to accrue PAL.

During the first year of employment, regular full-time employees will accrue PAL time at the rate of 120 hours per year. PAL time begins to accrue from the first day worked.

No PAL time is accrued on overtime.

If a nurse changes from PRN to Regular status, PAL time will accrue at the regular rate. Length of employment at a PRN status will not affect the accrual rate.

One (1) additional day of PAL time will be accrued for each subsequent year of service up to a maximum of 25 days (200 hours) for regular employees only (not PRN staff).

Accrual of PAL time shall be prorated for employees who work less than full time. An employee must work at least eight (8) hours in a pay period to accrue any PAL time.

An employee must use all his/her PAL time before requesting a day off without pay.

An employee is eligible to use his/her accrued PAL time after completing the initial probationary period. An employee who changes positions during an initial probationary period must complete a full probationary period in the new position before he/she is eligible to use PAL time. One cannot use PAL time that has not been earned. Employees cannot accrue more than their maximum yearly rate.

In order to be paid PAL, hours must be approved and scheduled in advance by the employee's supervisor and reflected on the appropriate time sheet. Management shall provide coverage for all time approved for an employee's PAL request. An employee is not required to use PAL time for any low census day. In case of illness, the employee must notify his/her immediate supervisor or designee before the scheduled start of work and daily thereafter before the start of work. A supervisor may approve payment for illness when an employee goes home after starting a work day. PAL time paid for illness will be paid in the amount of the scheduled hours missed. All other PAL will be paid as scheduled and authorized by the employee's supervisor.

Employees eligible for benefits may accumulate up to the allowed amount of each year's worth of personal leave. If an employee has completed probation, the number of unused accrued PAL time hours remaining at termination shall be paid in full at the employee's current rate of pay.

***PAL Time Donation*** — PAL time donation shall be in accordance with Employer’s written policy then in effect.

## **7.2 Extended Illness Leave:**

In addition to the PAL time benefit, all non-PRN nurses shall accrue, from the date of employment, hours to be used in cases of extended illness, hospitalization, work-related injury of the employee, or bereavement for an immediate family member.

### ***Extended Illness Leave Accrual*** —

- A) A nurse, who works 2,080 hours in a year, will accrue such leave at the rate of six (6) days (48 hours) per year.
- B) This accrual amount shall be prorated for nurses who work less than a full work week.
- C) PRN employees do not accrue Extended Illness Leave time.
- D) An employee may accrue up to 60 days (480 hours) of extended Illness Leave time. Upon termination, the employee receives no cash settlement for any such leave remaining.

### ***Extended Illness Leave Time Use*** —

- A) An employee is eligible to use Extended Illness Leave time when regular employment status is obtained by completing the initial probationary period (not a transitionary period for a new position).
- B) After an employee has been absent due to illness, or the illness of an immediate family member, for three (3) days using PAL time, prorated for a part-time employee, Extended Illness Leave time may be used to cover the fourth (4th) and any subsequent days of the illness. If an employee does not have enough PAL time, he/she may use Leave of Absence time or donated PAL time. For purposes of this paragraph only, “immediate family member” shall be defined as the spouse, significant other, child, or step-child of the employee.
- C) Employees who are hospitalized, as either outpatient or inpatient, must undergo oral surgery, or chooses home birth may use Extended Illness Leave time from day of admittance, surgery, or birth and will not be required to use PAL time for the first three (3) days unless they do not have sufficient Extended Illness Leave available.
- D) If an employee is injured on the job and unable to work, Extended Illness Leave time may be used instead of PAL time until the employer returns to work or workers' compensation begins making payments to the employee.



- E) Extended Illness Leave time may be used immediately in the case of the death of an immediate family member for a maximum of three (3) days (based on FTE status). However, an extension of time off beyond three (3) days may be approved by the immediate supervisor based on distance to be traveled for funeral arrangements or other pertinent needs of the family member(s) of the employee. Additional leave beyond three (3) days may be taken from an employee's PAL time bank. For purposes of this paragraph only, "immediate family member" shall be defined as the spouse, significant other, parent, grandparent, brother, sister, child, step-child, or grandchild of the employee, as well as similar relatives of the employee's spouse or significant other. The above definition of immediate family pertains only to this paragraph and is not intended to change or alter any other definition(s) set forth in this Agreement.
- F) If an employee changes status from Regular to PRN, his/her extended leave time will remain on the payroll books. If he/she returns to a regular status position, then he/she may again use the Extended Illness time which remained on the books.

### 7.3 **Holidays:**

The following days shall be observed as paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Two (2) Floating Holidays

Holiday pay shall be paid as follows: Regular full-time Registered Nurses shall receive eight (8) hours pay at their regular straight time rate on the **observed holiday**. Part-time nurses shall receive prorated pay at their regular straight time rate. PRN nurses do not receive holiday pay. Holiday pay does not count as hours worked for the purpose of computing overtime.

Nurses, including PRN nurses, who work on a **traditional holiday**, excluding a floating holiday, shall be paid for actual hours worked at time and one-half their regular straight time hourly rate.

In order to be eligible for holiday pay, the nurse must have worked his/her scheduled work day before and after the holiday or have been on approved paid leave. Any floating holidays that have not been used by year end will be forfeited. An employee must be hired before Presidents' Day to receive two (2) floating holidays or before the day after Thanksgiving Holiday to receive one (1) floating holiday in his/her first year of employment. Only one floating holiday may be used prior to July 1 of a calendar year. If an employee terminates employment with unused floating holidays, the holiday pay will be forfeited.

If one of the holidays, except floating holidays, falls on a Saturday, the holiday time off will be observed on the preceding Friday. If one of the above holidays, except floating holidays, falls on a Sunday, the time off will be observed on the following Monday. **Time and one-half pay** for work on a holiday will only apply on the **traditional holiday**, not the observed holiday (i.e., if Christmas Day, December 25, falls on a Saturday, the observed holiday is Friday, December 24. However, time and one-half pay is only paid for work on December 25.)

#### **7.4 Leave of Absence:**

Leave of absence without pay may be granted to an employee upon approval of the immediate supervisor. An employee may be granted up to one (1) month of Leave of Absence time without loss of seniority or related benefits. A formal Leave of Absence request must be made in writing to the immediate supervisor two (2) weeks prior to the leave for any absence of more than five (5) working days.

All terms of the Leave of Absence are to be negotiated (except as governed by this section) and committed in a memorandum of understanding signed by the supervisor, program director, and employee, and filed in the employee's personnel file. The memorandum of understanding shall serve as the document governing stipulations of the leave.

If the Leave of Absence extends for more than one (1) month, then the employee's benefit date and performance review date will be adjusted according to the length of the Leave of Absence exceeding one month; and if, at this time, in the interest of work schedules, it becomes necessary to fill the job of an employee, the Employer reserves the right to do so. An employee will become responsible for the health insurance premium in accordance with COBRA.

An employee is not eligible for holiday pay while on a Leave of Absence.

#### **7.5 Maternity Leave:**

Maternity leave shall be provided in accordance with Employer's written policy then in effect.

**7.6 Family and/or Medical Leave:**

Family Medical Leave shall be provided in accordance with Employer's written policy then in effect.

**7.7 Continuing Education Leave:**

Primary responsibility for education rests with each individual. The Employer shall reimburse employees for educational expenses when required by the Employer.

The opportunity for employees to attend education programs, both provided by the Employer and provided by third parties, shall be determined in consultation with the nurse's supervisor. Eligibility for attending education programs provided by other than the Employer requires one (1) year of service. The Employer will provide a minimum of eight (8) approved continuing education contact hours per calendar year. Employees will be compensated for all time spent attending mandatory in-service training.

Employees who attend employer-paid seminars or other types of formal educational conferences must provide proof of attendance and provide an in-service to staff within sixty (60) days of attendance.

**ARTICLE VIII - SENIORITY**

**8.1** Seniority shall be determined by the date of hire as a regular full-time or regular part-time Registered Nurse with the Employer after successful completion of the probationary period and any extension thereof. Seniority will not accrue while an employee is on a leave of absence greater than one (1) month or as covered under the Family and Medical Leave Act.

**8.2** Qualifications, experience, and ability will be the determining factors for promotions and transfers. The Employer shall be the sole judge of qualifications, experience, and ability. Seniority within programs and job performance as reflected in performance evaluations will be used if the above factors are equal.

**8.3** Registered Nurses who work in a non-bargaining unit position who previously worked in the bargaining unit without a break in continuous employment and who re-enter the bargaining unit, shall retain seniority only for the time working as a bargaining unit Registered Nurse.

Registered Nurses covered by this agreement who terminate employment with the Employer, but are rehired into a bargaining unit position within one (1) year of the date of termination shall have their seniority frozen. Upon re-entry into the bargaining unit, the previous time such nurses spent working in the bargaining unit shall be counted toward their seniority. Nothing in this paragraph shall apply to such employees' eligibility for benefits, which is controlled by the relevant benefit plan documents.

**8.4** Seniority shall terminate when a nurse leaves the employment of the Employer for more than one (1) year for any reason.

**8.5 Job Bidding:**

- A) All job vacancies which require the services of a Registered Nurse, excluding temporary positions which shall not exceed six (6) months in duration except by mutual agreement between the Employer and the Montana Nurses Association, shall be posted on the bulletin board for seven (7) days and shall be considered bid positions. During the seven- (7) day period, any qualified nurse may bid on the position.
- B) When a bid position is posted, it shall entail the duties of the position, qualifications, and whether full-time, part-time, PRN, and the hours of work.
- C) Position openings will be posted upon the Employer's decision than an open position exists.
- D) New employees who have satisfactorily completed their probationary period may bid on job openings after one (1) year of continuous satisfactory service (which includes the probationary period). All employees must serve a minimum of six (6) months in a new position prior to requesting transfer to another position. In circumstances of special qualification or agency need, the Employer may make exceptions.
- E) Nurses who apply for, and are granted, a bid position shall be granted a six (6) month trial period. The trial period shall provide the nurse with necessary specialty orientation required for the job. Midway through the trial period, the nurse and immediate supervisor shall meet to have an informal evaluation. Upon successful completion of the trial period, the nurse shall be assigned to the bid position. If the nurse is unable to fulfill the job requirements at the completion of the six- (6) month trial period, he/she shall be reinstated to the previous, or a similar position.

**8.6 Variable Staffing:**

A variable staffing policy may be put into effect within programs to help control the staffing needs during specific time periods. Due to fluctuations, there may be times when the workload demands employees to reduce hours worked in a day. In that event, regularly scheduled full-time, part-time, and PRN employees will be asked to reduce their number of hours worked. In no event shall an employee be required to work a split shift except by mutual agreement. The following steps shall be taken:

- A) Voluntary reduction of work hours on a temporary basis.
- B) Voluntary low census day.

- C) Mandatory reduction of work hours on a temporary basis in the following order: PRN, part-time, full-time.
- D) Mandatory low census day. A seniority list will be posted in the nurse manager's office. The order for persons required to take a low census day shall start with the least senior person. That nurse will enter the date of the low census day beside his/her name. That nurse will not be required to take another low census day until all others on the list have taken their turn.

**8.7 Layoff and Recall:**

- A) **Layoff**— A layoff is defined as a separation from employment because of a reduction in force caused by reasons that do not reflect discredit on the nurse or nurses to be laid off.

Provided qualifications, experience, and performance in the affected position are equal in the judgment of the Employer, seniority as herein defined shall govern in layoffs and rehiring. Layoffs will be in the reverse order of seniority. Probationary employees shall be laid off prior to the layoff of employees who have completed their probationary periods.

The Employer will provide no less than two (2) weeks' notice of layoff.

- B) **Recall** — Depending upon program needs, a nurse who has been laid off within the preceding 12 months shall be recalled in the inverse order in which he/she was placed on layoff. A nurse who is passed over retains his/her position on the recall list. Recall rights shall be forfeited if the nurse fails to keep the employer advised of contact information and/or fails to report within five (5) calendar days of the recall notice.

**8.8 Vacation Scheduling:**

In order to approve vacations in a timely manner and to meet client needs with consistency, the agency reserves the right to schedule any qualified employee to cover a scheduled vacation. The Employer can elect to have a qualified employee who agrees to cover the vacation work even if a low census occurs during the scheduled vacation period and a more senior or FTE staff has a low caseload during that same period.

**ARTICLE IX — PROFESSIONAL RESPONSIBILITIES**

- 9.1 A) The parties agree that all matters relating to the practice of nursing for the Employer will be in accordance with the Montana Nurse Practice Act and the American Nurses Association Code for Nurses.

- B) The employee has the responsibility, accountability, and authority for providing coordinated comprehensive nursing care and thorough, complete, and timely documentation in accordance with the applicable job description, policies, and procedures of the Employer.
- C) The Association, on behalf of its members, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care.
- D) Nurses are responsible for providing and maintaining current continuing education records (i.e., mandatory OSHA requirements), CPR, TB, competency requirements, and Registered Nurse Licenses in order for them to be assigned work. Proof of mandatory employment requirements will be turned in at the annual evaluations to verify that the above requirements have been met.
- E) The nurse shall act to safeguard the patient when his/her care and safety are affected. It shall be the nurse's duty to promptly relate to his/her supervisor, or other appropriate department head, any problem which relates to the care and safety of patients. The supervisor will provide advice or take other necessary steps to remedy the situation. If the nurse disagrees with how the situation was handled, he/she may file a grievance.
- F) The Employer will not require a Registered Nurse to function in a position or perform tasks that the nurse has not been prepared to perform. Registered Nurses covered by this Agreement will not be required to participate in any activity that is illegal or is generally accepted as being unethical. The nurse will make every effort to get the situation corrected through the chain of command. A nurse may refuse to participate in the illegal or unethical act pending action by the Employer and have full recourse through the grievance procedure provided, however, that nothing herein contained shall be construed to permit a nurse to interfere with or obstruct the administration of the procedure or treatment to which an objection is made.
- G) The Employer shall ensure that nurses have access to the current policies and procedures on employment and clinical matters. The policy manual and procedure manuals shall be made available to all Registered Nurses while on shift.

The nurses shall be notified by the Employer of any additions, deletions, or changes to such policies and procedures a minimum of fourteen (14) days in advance of the effective date of such policies and procedures. Nothing contained herein shall relieve the Employer of bargaining changes in working conditions with the Union.

- H) ***Professional Conference Committee*** — The purpose of this committee will be to facilitate communications and cooperation between professional nurses and management and establish a forum for open discussion of professional concerns. The committee is not intended to circumvent the chain-of-command.

The committee shall consist of two (2) Association representatives and two (2) management representatives with alternates, as needed. Labor representatives for both the Association and the Employer may attend the meetings as non-members of the committee. The committee shall normally meet once a month; however, by mutual agreement, the committee may meet less often than monthly. Meeting frequency and duration may be changed by mutual agreement of the Committee. The committee shall be advisory only. Meetings shall be held on Employer property and shall be considered paid time for only the two (2) Association representatives.

## **ARTICLE X – PROTECTION FROM VIOLENCE**

- 10.1** The Employer and the Association recognize the importance of preventing violence in the workplace. They agree to work together to develop and implement a Workplace Violence Prevention program to respond to and ultimately prevent incidents of workplace violence.
- 10.2** The Employer shares in the responsibility to document, investigate, and report all incidences of workplace violence as defined in, and in accordance with, the Workplace Violence Prevention program.
- 10.3** Any employee who is the victim of or witnesses an act of workplace violence shall be encouraged to utilize the Employer's Employee Assistance Program, which provides up to four (4) face-to-face, confidential counseling visits at no cost to employees. Such visits may be scheduled and calculated as paid time.

## **ARTICLE XI — ASSOCIATION ACTIVITIES**

- 11.1** Representatives of the Association shall be permitted to transact Association business that cannot reasonably be conducted elsewhere, on the Employer's property at reasonable times provided, that it does not interfere with or interrupt the normal operation of the Employer, and provided the following conditions are met:
- A) All such business shall be conducted on the members' own time. Such visits shall not interfere with nurses' performance of work.
  - B) The Association representative shall advise the Employer of his/her presence and secure approval to conduct business on the premises in advance.

**11.2** The Local Unit shall be entitled to use of space on a bulletin board for official Local Unit business. Size and location of bulletin board to be mutually agreed upon by the Local Unit and management. The Local Unit will post the following types of notices:

- A) Local Unit meeting/program notices, including relevant meeting minutes;
- B) Local Unit election notices;
- C) Notices of appointments to office;
- D) Notices of Local Unit social affairs, conventions, and all continuing education opportunities; and
- E) Informative or educational nursing articles or journals.

## **ARTICLE XII — EMPLOYMENT RIGHTS AND RESPONSIBILITIES**

### **12.1 Discipline:**

Once an employee has successfully completed the probationary period and any extension thereof, as provided herein, he/she shall not be discharged without good cause.

In taking disciplinary action, the Employer will normally follow the principle of progressive discipline. The Montana Nurses' Association and the members of the bargaining unit recognize there are circumstances which justify immediate suspension and/or termination.

In the event that management desires to conduct an investigatory interview and/or a meeting which could lead to disciplinary action with an individual nurse, such nurse shall have the right to request a local bargaining unit member during the meeting. If the nurse requests such representation, management will either grant the request and delay the meeting until such representation is available or cancel the meeting. Upon mutual agreement between the nurse and the Employer, a Labor Representative of MNA may be present and serve as representation during the meeting.

Nurses will be advised of their failure to meet expected performance standards through the use of, first, verbal, then written warnings. When a verbal warning is given, the nurse will be advised that it is the first step of disciplinary action. All verbal warnings will be documented in the nurse's personnel file and the nurse will receive a copy of the documentation of all verbal warnings.

The second step in the disciplinary action will be a written warning when the nurse again fails to meet expected performance. A written warning shall be dated, state the reason for the warning, and shall be signed by the nurse indicating receipt of a copy. The written warning shall become a part of the nurse's personnel file.



If the nurse does not correct his/her performance following the above steps, he/she shall be subject to suspension, demotion, and/or discharge. If, at any stage in the progressive disciplinary process, more than sixteen (16) months have elapsed since the previous disciplinary action, then such previous action will no longer be considered relevant for purposes of the progressive disciplinary process.

Appeals of suspension, demotion, or discharge shall be exclusively limited to the provision for grievance and arbitration procedures set forth in this Agreement.

**12.2 Resignation:**

An employee intending to resign is encouraged to give 30 days notice to the Employer. The minimum notice of resignation shall be two (2) weeks. In the event notice is given, the Employer shall have the option of giving two (2) weeks pay in lieu of requiring the employee to work the notice period.

**12.3 Personnel Files:**

A confidential employment history file will be prepared on each employee and retained in the Human Resources Department.

- A) It is the responsibility of the employee to keep the personnel records current regarding name, address, telephone number, emergency contact, copy of current license, evidence of freedom from tuberculosis, and CPR certification.
- B) Anytime during employment, the file may be reviewed by the employee with his/her supervisor, or in the presence of a Human Resources Department member. Personnel files are confidential. Access to them is limited to the employee, corresponding program director, executive director, direct supervisor, and the Human Resources Department staff.
- C) If an employee applies for another position, the supervisor of that department may review the employee's file.
- D) Nothing in the personnel file may be removed.
- E) An employee will be informed of anything placed in his/her personnel file. He/she may respond in writing to a document in his/her file within ten (10) working days of notification for the document.

**ARTICLE XIII - NO STRIKE, NO LOCKOUT**

- 13.1** The parties agree that there will be no strikes, slowdowns, or other work stoppages or lockouts during the term of this Agreement.

## ARTICLE XIV - MINIMUMS CLAUSE

- 14.1** The terms of this Agreement are intended to cover only minimums in wages, hours, working conditions, and other employee benefits. The Employer may place superior wages, hours, working conditions, and other employee benefits in effect, and may reduce the same to the minimums herein described without the consent of the Association.

## ARTICLE XV — GRIEVANCE AND ARBITRATION

### **15.1 Grievance Procedure:**

In the event of any controversy concerning the meaning, application, or alleged violation of any provision of this Agreement, such controversy shall be treated as a grievance and shall be settled, if at all possible, by the following procedure:

*Step 1:* The employee and immediate supervisor, or designee, shall meet to discuss any alleged grievance which is within the power of the immediate supervisor to remedy. If such a meeting does not result in resolution of the grievance, the immediate supervisor, or designee, shall have ten (10) working days to issue a written response to the subject of the grievance.

*Step 2:* If the grievant deems the response in Step #1 to be unsatisfactory, the grievant shall have ten (10) working days to present the grievance in writing to the appropriate director or designee. The responsible director or designee shall issue a written response to the grievant within ten (10) working days.

*Step 3:* If the grievance is not settled at the Step #2 level, the grievant shall have ten (10) working days to bring the written grievance to the attention of the Chief Executive Officer or appropriate representative. The CEO or representative shall have ten (10) working days to respond in writing.

Any grievance which cannot be effectively addressed by the authority responsible in a particular step of the grievance procedure shall be advanced to the corresponding authority and step having the power to effectively address the subject of the grievance.

Grievance must be raised at the first step within ten (10) working days of the event giving rise to the grievance or be forever waived. If either party fails to comply with the time limits set forth herein, the grievance will be considered resolved in favor of the party who was in compliance with the provisions of this Article.

**15.2 Mediation/Arbitration:**

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

If the grievance is not resolved pursuant to the above steps, the grievant shall have ten (10) working days from the decision in the final step to submit the grievance to arbitration. The Employer and the Association shall select a disinterested third party to serve as arbitrator. In the event the parties are unable to agree upon an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit the names of 11 arbitrators and the parties shall alternately strike names from the list of names until but one remains, and that party shall be the arbitrator. The first strike shall be determined by a coin flip.

**15.3** The decision of the arbitrator shall be final and binding upon the employer, the Association, and the employee. The cost of the arbitrator shall be borne equally by the parties. Each party shall bear the fees and expenses associated with presenting their case to the arbitrator. The arbitrator selected shall be requested to render a written decision within 30 days following the arbitration hearing.

**15.4** The arbitrator shall have no authority to add to, or subtract from, or modify any of the terms of this Agreement. The arbitrator shall not have any authority to substitute his/her discretion for management's discretion.

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

**15.6** For the purposes of this article, working days shall be defined as Monday – Friday, excluding holidays.

**ARTICLE XVI — BENEFITS, HEALTH, AND WELFARE**

**16.1 Insurance:**

All full-time and part-time nurses shall be covered by the Employer's health insurance coverage on the same basis as all other employees.

**16.2 Retirement:**

All full-time and part-time nurses shall be entitled to participate in the Employer's retirement program according to the plan document guidelines and on the same basis as all other employees.

**16.3** This section is deleted.

**ARTICLE XVII - PAST PRACTICES**

**17.1** The Association agrees that the Employer is not obligated to continue past practices which were in effect prior to the signing of this Agreement.

**ARTICLE XVIII - NONDISCRIMINATION**

**18.1** The Employer is committed to maintaining a work environment that is free of discrimination based upon a person's gender, sexual orientation, or other protected status, such as sex, color, race, ancestry, national origin, age, disability, religion, or other legally protected group status. The Employer will not tolerate harassment of its employees by anyone, including any supervisor, manager, co-worker, vendor, client, contractor, customer or other regular visitor.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's gender, sexual orientation, or protected status, such as sex, color, race, ancestry, national origin, age, disability, religion, union membership or non-membership, or other legally protected group status. The Employer will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. Such harassment may include, for example, jokes about another person's protected status, kidding, teasing or practical jokes directed at a person based on his or her protected status.

The prohibited conduct also includes: (a) epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status; and (b) written or graphic material circulated or posted within the workplace that shows hostility toward a person or persons because of their protected status.

**18.2 Sexual Harassment:**

Sexual harassment is a special category of harassment that deserves special attention. Sexual harassment is conduct based on sex, whether directed toward a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about obscene printed or visual material, and physical contact such as patting, pinching or brushing against another person's body. Sexual harassment includes unwelcome verbal or physical conduct of a sexual nature when:

- Submission to the conduct is implicitly or explicitly made a term or condition of employment;
- Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual; or

- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment also includes:

- Harassment directed toward a person because of gender
- A pattern of favoritism toward sexual partners

Examples of prohibited sexual harassment include, but are not limited to:

- Propositions or pressure to engage in sexual activity
- Sexual assault
- Repeated intentional body contact
- Repeated sexual jokes, innuendoes, or comments
- Sexually explicit email or materials
- Constant staring or leering
- Inappropriate comments concerning appearance
- Display of magazines, books, or pictures with a sexual connotation
- A pattern of hiring or promoting sex partners over more qualified persons
- Any harassing behavior, whether or not sexual in nature, directed toward a person because of the person's gender, including, but not limited to, hazing employees working in nontraditional work environments.

All employees are responsible for helping to ensure that the Employer avoids all forms of harassment in the workplace. If you feel you have experienced or witnessed harassment, you should immediately notify your supervisor, Human Resources or another member of management.

The Employer will investigate all complaints of harassment thoroughly and promptly. To the fullest extent practicable, the Employer will keep complaints and the terms of their resolution confidential; however, to complete a thorough investigation, complete confidentiality cannot be guaranteed. If an investigation confirms that a violation of this policy has occurred, the Employer will take appropriate, corrective action including discipline up to and including discharge.

### **18.3 Retaliation:**

The Employer forbids retaliation against anyone for reporting harassment, assisting in making a harassment complaint, or cooperating in a harassment investigation. Nurses who experience any form of retaliation should notify their supervisor or Human Resources. Retaliation in any form is grounds for disciplinary action up to and including termination.

Retaliation includes such actions as disciplining, changing work assignments of, providing inaccurate work information to, or refusing to cooperate or discuss work-related matters with, any employee or client because that employee or client has complained about or resisted harassment, discrimination, abuse or retaliation. Retaliation may also include intentionally pressuring, falsely denying, lying about or otherwise covering up or attempting to cover up conduct such as that described in any item above.

**ARTICLE XIX - ENTIRE AGREEMENT**

**19.1** It is understood and mutually agreed that this writing shall constitute the entire agreement between the parties; that no modification, whether oral or in writing, shall be effective to vary any of the terms, covenants, or conditions herein contained unless such modification shall be by mutual agreement, reduced to writing, and signed by both parties.

**ARTICLE XX — TERM OF CONTRACT**

**20.1** This Agreement shall be effective as of the first day of February, 2019, and shall continue in effect until January 31, 2022. Either of the parties hereto may serve notice in writing upon the other party hereto of intent to modify or terminate not less than 90 days prior to the expiration date of this Agreement.

MONTANA NURSES ASSOCIATION  
LOCAL UNIT #32

Leslie Shepherd  
Signature

Leslie Shepherd  
Printed Name

MNA Labor Rep.  
Title

March 12, 2019  
Date

PARTNERS IN HOME CARE, INC.

Mark J. Sherbine  
Signature

MARK J. SHERBINE  
Printed Name

HUMAN RESOURCES MANAGER  
Title

MARCH 7, 2019  
Date

**MEMORANDUM OF UNDERSTANDING between**

Partners In Home Care ("Employer")  
and  
Montana Nurses Association, Local #32 ("Association")


This Memorandum of Understanding is entered into, by and between Partners In Home Care and the Montana Nurses Association, Local Collective Bargaining Unit #32 (collectively the "Parties").

The parties agree to the following regarding the Professional Conference Committee (PCC):


1. The Parties agree to begin regular meetings of the PCC as defined in Article IX (Professional Responsibility) in the current collective bargaining agreement and the first meeting be scheduled and occur no later than April 30, 2019.
2. At the first meeting the committee shall establish meeting frequency, agenda protocol, and duration of the PCC meetings
3. The first agenda to include discussion on the following topics as these issues have been brought forward by the majority of the RNs and their consensus is they all impact their own safety, working conditions, and their ability to provide superior patient care:
  - a. Appropriate patient loads
  - b. Patient assignments and travel
  - c. Specifics surrounding daily work units

These items shall remain on the agenda until the parties agree they are resolved or mutually agree to remove them from future agendas.

For the Employer

  
\_\_\_\_\_  
3-21-2019  
\_\_\_\_\_

For the Association

  
\_\_\_\_\_  
MNA Labor Rep  
3-12-19  
\_\_\_\_\_









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