

# **Collective Bargaining Agreement**

**Between**

**Montana Nurses Association  
Local #1**

**And**

**Community Hospital of  
Anaconda**

**October 4, 2022**

**To**

**October 4, 2025**



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# **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT is made and entered into between COMMUNITY HOSPITAL OF ANACONDA, Anaconda, Montana, hereinafter referred to as "Employer," and the MONTANA NURSES' ASSOCIATION, LOCAL UNIT NO. 1, hereinafter referred to as "Association". Members of the bargaining unit will be referred to as "Nurses" or "Employees".

Whenever the terms "his", "hers", "he", "she", "nurse", or "employee" are used in this Agreement, they shall be interpreted as including or referring to both male and female gender.

The purpose of this Agreement is to promote harmonious relations between Employer and its employees, to secure efficiency in operations, and to provide methods which will further to the fullest extent possible the safety of employees, economy of operations, quality of health care, prevention of waste, and protection of life and property.

It is hereby recognized that the nursing profession is a highly specialized area of endeavor. Further, the area of nursing is a constantly changing discipline. Nurses therefore agree that they will strive to keep informed of current trends, practices, and procedures and will do nothing knowingly to jeopardize the accreditation of Employer.

It is understood and agreed that all applicable laws and regulations, including the Montana Nurse Practice Act, ANA regulations, the State of Montana Statutes and Rules relating to Nursing and all regulatory policies and procedures will be in full force and effect.

## **ARTICLE I – RECOGNITION**

1. Employer recognizes the Association as the exclusive representative for bargaining purposes of all registered nurses employed by Employer excepting therefrom all registered nurses with authority to hire, promote, discharge, discipline, or effectively recommend any such action. Bargaining purposes is defined as salaries, hours of work, and other conditions of employment.
2. All nurses, as a condition of continued employment, shall be required to maintain membership in the Montana Nurses' Association. Relief nurses are not obligated to the mandatory dues requirement.
3. Any presently employed, new, or rehired nurse will have sixty (60) calendar days after the date of employment or reemployment, or within thirty (30) days of the effective date of this Agreement, whichever is the later, to comply.
4. Should the Association notify Employer in writing that any nurse has not paid to the Association the sum equal to the Association membership, it shall be obligatory upon Employer to terminate such nurse not later than the seventh (7<sup>th</sup>) day following receipt of such notice. At the expiration of the seven (7) day period, Employer shall inform the Association regarding the status of those nurses.

5. The Association agrees to indemnify and hold Employer harmless from any loss or expense resulting from the termination of any nurse pursuant to this Article.
6. The Employer will deduct Association membership dues from the salary of each nurse who voluntarily agrees to such deduction. Authorization once filed shall be effective for a period of one (1) year from the date of signature, and such authorization shall be automatically renewed for successive periods of one (1) year unless written notice of the revocation is given by the nurse to Employer. Withheld amounts shall be forwarded to the Association Office following the actual withholding together with a record of the amount and names of those for whom deductions have been made.
7. Employer shall supply to the Association Office and Local Unit a complete list of all registered nurses in the bargaining unit at least monthly. Such list shall include the names, complete mailing address, phone number, department, and employee status.

## **ARTICLE II - EQUALITY OF OPPORTUNITY**

Employer will not discriminate against any nurse applicant or any nurse employee in hiring, promoting, assigning to position, or in regard to any other term or condition of employment, because of race, color, national origin, religious or political belief, sex, age, marital status, pregnancy, activity on behalf of the Association or activity covered by any other anti-discriminatory laws.

## **ARTICLE III - MANAGEMENT RIGHTS**

1. The Employer, in its sole discretion, has the exclusive duty and right to determine the type, quality, and quantity of patient care and other services; to manage the business; to determine the number, location and type of facilities operated; to determine the locations of activities; to determine the methods, processes, techniques, equipment utilized, and the means of providing all required services; to assign work and change, combine, create or abolish job classifications and job content; to schedule work; and to determine the number of employees assigned to any particular operation or shift. The Employer, in its sole discretion, shall also have the exclusive right to hire, supervise, direct, evaluate, layoff, recall, demote, promote, transfer, discharge for cause (except probationary employees, who the Employer may discharge without cause), discipline the employees, require the employees to observe the Employer's rules and regulations and other safety rules; and to maintain the efficiency of the employees, provided that the Association members shall not be discriminated against as such and the Employer shall not exercise the rights in violation of the provisions of this Agreement. The foregoing enumeration of the Employer's rights shall not be deemed to exclude other traditional rights of management and other functions not specifically set forth, and the Employer therefore retains all rights not otherwise specifically covered by this Agreement. The Employer's failure to exercise rights, powers, authority and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

2. Employer, in addition to the aforesaid, specifically maintains the right to contract out bargaining unit work. Employer shall give the Association notice of its intent to do so as soon as possible. Employer may not contract out work for the purpose of displacing bargaining unit nurses.
3. The Employer shall have the right to assign the nurse to a particular position after the nurse has completed training for that position. Whether or not the nurse has received adequate training for the position shall be determined by the Employer; provided however, a nurse may file a grievance upon being placed in a position for which she believes she is not adequately trained.

#### **ARTICLE IV - PROFESSIONAL RIGHTS AND NURSING CODE OF ETHICS**

1. Prior to temporarily transferring a nurse to an area where the nurse has ultimate responsibility, Employer shall provide the nurse with inservice education and/or orientation in the particular area of responsibility. Such education and/or orientation must have been completed within two (2) years immediately preceding such transfer. Such education may be either in-service or outside of Employer's facilities. In the event that the nurse should request a transfer to another area and Employer grants the transfer, Employer shall provide in-service education and/or orientation to such nurse in the new area of responsibility prior to such transfer.
2. A graduate nurse may not be scheduled in an area to be ultimately responsible for patients' welfare until state licensure is in effect.
3. Nurses shall have the right to review their personnel files in one of the administration offices in the presence of a human resource officer or equivalent official. Nurses shall also have the right to request and be provided with a copy of any document contained in their individual personnel files.
4. By advance notice, authorized representatives of the Association shall be permitted to enter Employer's facilities for the purpose of transacting Association business. Upon arrival, the representative shall notify the Director of Nursing at the Nursing Home, the Chief Nursing Officer, or the Clinic Nursing Services Manager, whichever is applicable, (hereinafter "Management") of the intent to transact business and shall advise as to which department shall be visited. Such visits shall not interfere with a nurse's work.
5. Employer shall furnish bulletin boards at mutually agreed upon time clock locations for the use of the Local Unit. The Association will post the following types of notices:
  - A. Association meeting/program notices, including relevant meeting minutes;
  - B. Association election notices;
  - C. Notices of appointments to office;
  - D. Notices of Association social affairs, conventions, and all continuing education opportunities; and
  - E. Informative or educational nursing articles or journal articles.

6. Employer and Association agree that the practice of nursing shall be in accordance with the Montana Nurse Practice Act.
7. Nurses shall not be required to perform non-nursing duties which are ordinarily performed by non-nursing staff.
8. Nurses shall not be required to perform duties in contradiction to the policies of Employer except in emergency situations as approved by Management.
9. Registered nurses who are not members of the bargaining unit covered by this Agreement, including, without limitation, House Supervisors hired on or after June 27, 2016, will not be intentionally used to replace registered nurse positions.
10. When a nurse calls off of work during the shift immediately preceding his or her scheduled shift, the shift supervisor of the immediately preceding shift shall be responsible for making sure that the next shift is staffed according to the staffing guidelines in effect. When the staffing guidelines in effect require additional staff because of new or additional work, the shift supervisor in charge at the time shall be responsible for making sure that the required staff are called in to handle the new or additional work during his or her shift and the next shift. In any event, management personnel shall not work an open shift unless the shift supervisor responsible for staffing the shift has attempted to contact all appropriate RN staff and is unable to staff the open shift. Management in no event shall work open shifts to avoid payment of overtime.
11. Nursing Code of Ethics. Ethics are the moral principles that dictate how persons will conduct themselves. All nurses shall comply with the following Nursing Code of Ethics when practicing their profession and performing their work under this Agreement:
  - A. The nurse practices with compassion and respect for the inherent dignity, worth, and unique attributes of every person.
  - B. The nurse's primary commitment is to the patient, whether an individual, family, group, community, or population.
  - C. The nurse promotes, advocates for, and protects the rights, health, and safety of the patient.
  - D. The nurse has authority, accountability, and responsibility for nursing practice; makes decisions; and takes action consistent with the obligation to provide optimal patient care.
  - E. The nurse owes the same duties to self as to others, including the responsibility to promote health and safety, preserve wholeness of character and integrity, maintain competence, and continue personal and professional growth.



- F. The nurse, through individual and collective effort, establishes, maintains, and improves the ethical environment of the work setting and conditions of employment that are conducive to safe, quality health care.
- G. The nurse, in all roles and settings, advances the profession through research and scholarly inquiry, professional standards development, and the generation of both nursing and health policy.
- H. The nurse collaborates with other health professionals and the public to protect human rights, promote health diplomacy, and reduce health disparities.
- I. The profession of nursing, collectively through its professional organization, must articulate nursing values, maintain the integrity of the profession, and integrate principles of social justice into nursing and health policy.

**ARTICLE V - EFFECTIVE LEGISLATION AND SEPARABILITY**

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulation, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provisions of this Agreement are in contravention of the laws or regulations of the United States or the State of Montana, such provisions shall be superseded by the appropriate provisions of such law or regulation, so long as the same are in force and effect. All other provisions of this Agreement shall continue in full force and effect.

**ARTICLE VI - NO STRIKE CLAUSE**

- 1. There shall be no strikes, lockouts, or other stoppages or interruptions of work during the life of this Agreement. All disputes arising under this Agreement shall be settled by the grievance and arbitration procedures outlined by this Agreement.
- 2. In the event of any violation of the provisions of this Article, the Association will promptly order its members to return to work and if the Association does so, Employer will not hold the Association liable for unauthorized acts or activities of its members, provided that the Association immediately takes steps to remedy the situation. Failure of the Association to immediately act will void the effects of this paragraph and Employer may take whatever action it deems appropriate.
- 3. No violation of this Article shall be a matter for determination by arbitration or subject to the grievance procedure of this contract.

**ARTICLE VII - GRIEVANCE AND ARBITRATION**

- 1. Purpose: The parties intend that the grievance procedure, as set forth herein, shall serve as a means for the peaceful settlement of all disputes that may arise between them concerning the interpretation or application of this contract, without any interruption or disturbance of the normal operation of Employer's facilities.

2. Definitions:

- A. Grievance shall mean a complaint by a nurse or a group of nurses based upon an event, condition, or circumstance under which the nurse works allegedly caused by a violation or misinterpretation of any provision of this Agreement.
- B. An aggrieved person shall mean the nurse or nurses making the complaint, either individually or through their Association.
- C. The term “days” shall mean working days. Working days are further defined as Monday through Friday, except that holidays falling on Monday through Friday shall not be counted as a working day.
- D. Employer will in no way discriminate, reprimand, or cause undue pressure on any nurse who may have cause to use this procedure.

3. If any grievance arises, it shall be submitted to the following steps:

STEP 1: The nurse shall first attempt to resolve the problem immediately with the supervisor on shift during the incident in question within ten (10) working days of the date the nurse discovers that the grievance exists, but no later than ninety (90) calendar days after the incident in question. The immediate supervisor shall be given ten (10) working days to resolve the problem.

STEP 2: If the matter is not resolved to the nurse’s satisfaction at Step 1, the nurse shall reduce the grievance to writing on an approved grievance form and shall present same to the Director of Nursing at the Nursing Home, the Chief Nursing Officer, or the Clinic Nursing Services Manager, whichever is applicable, (herein “Management”) within ten (10) working days of the immediate supervisor’s decision. Within ten (10) working days, a conference between the nurse, grievance committee representative, and Management shall be held. Management shall issue a written reply within ten (10) working days of the conference.

STEP 3: If the matter is not resolved at Step 2 to the nurse’s satisfaction, the grievance shall be referred in writing within ten (10) working days to the Chief Executive Officer. The Chief Executive Officer, the State Association representative, aggrieved nurse, and a Local unit representative shall meet within fifteen (15) working days for the purpose of resolving the grievance. The Chief Executive Officer may have equal representation of participants at the aforesaid meeting. The Chief Executive Officer shall have ten (10) working days to issue a written decision regarding the grievance.

In the event the parties are unable to resolve a grievance pursuant to the foregoing procedure, either party may request within seven (7) days of the decision in Step 3 that the issue be submitted to mediation in an effort to avoid arbitration. Any such mediation shall be non-binding unless the parties reach mutual agreement on

a compromise, in which event the grievance will be resolved. Selection of the mediator will be by mutual agreement of the parties. If mediation is requested, the time for notice of arbitration shall be tolled until the completion of mediation. If applicable, the cost of the mediator shall be borne equally by both parties. Each party is responsible for the cost associated with presenting their own case.

STEP 4: In the event the grievance is not settled on the basis of the foregoing procedures, the Association may request that the grievance be submitted to arbitration. Such request shall be made within ten (10) working days following the issuance of the Chief Executive Officer's decision, the receipt by one party of the other party's written refusal to mediate, or the conclusion of mediation, if any, whichever is later. Within ten (10) working days of such notification, the parties shall attempt to agree upon an arbitrator and in the event they are unable to agree within the ten (10) working day period, the Association shall request a list of five arbitrators from the Administrator of the Montana Board of Personnel Appeals. In the event the said Administrator does not provide such a list, the Association shall request the Federal Mediation and Conciliatory Service to submit a list of five arbitrators. The parties will alternately strike a name from the list of names until but one name remains and that party shall be the arbitrator. The Association shall exercise the first challenge to the list of arbitrators. Upon completion of the arbitration hearing, the arbitrator shall be requested to render a written decision within thirty (30) working days following the arbitration hearing. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall not have the authority to alter, amend, or change the scope and terms of this Agreement and the decision must be within the scope and terms. The parties may mutually agree to waive the aforesaid steps in the grievance procedure and move directly to final and binding arbitration.

4. The cost of the arbitrator shall be borne equally by both parties. Each party is responsible for the cost associated with presenting their own case.
5. Unless a grievance is presented by the procedures set forth in this Article, it shall be deemed null and void. In the event the Association should miss any of the time limits prescribed in the various steps of the grievance procedure, the grievance shall be conclusively presumed to have been abandoned and null and void. In the event that Employer shall miss any of the aforesaid time periods, it shall be conclusively presumed that Employer has denied the grievance and the Association may then proceed to the next step in the grievance procedure. The time periods provided herein may be extended by the mutual agreement of the parties hereto.
6. The whole grievance procedure must be exhausted before the Association may submit a grievance to arbitration.
7. Grievance meetings may be held outside of scheduled working hours of the nurse and representatives of the Association. If such grievance and arbitration meetings are held outside of regular scheduled working hours for the nurse and the Association

representatives, such hours shall not be deemed as hours worked and shall not be paid for by Employer.

8. When a grievance is submitted, the nurse shall continue to work as directed by Employer pending final settlement of the contract dispute, except in the instances of termination by Employer.
9. In instances of disciplinary action by Employer resulting in discharge of a nurse, the MNA, on behalf of the terminated nurse, may skip to STEP 2 of the Grievance and Arbitration procedures.

## **ARTICLE VIII - CLASSIFICATIONS OF NURSES**

1. Probationary Nurse - A probationary nurse is a nurse who is in the first six (6) months of employment or is a graduate nurse without licensure. During this period, the nurse may terminate her/his position or Employer may dismiss the nurse without further obligation. This is a trial period for both the nurse and Employer to determine suitability and interest in the work and to provide the opportunity for an adjustment period.
2. Full-time Employment - Nurses who have completed their probationary period and whose bid positions provide for the following shifts and scheduled working hours will be regarded as full-time nurses and be entitled to the appropriate benefits covered in this contract:
  - A. Nurses whose bid positions provide for at least three (3) twelve (12) hour shifts per week and at least seventy-two (72) scheduled working hours per biweekly pay period shall be regarded as full-time nurses.
  - B. Nurses whose bid positions provide for (a) other than twelve (12) hour shifts and (b) forty (40) scheduled working hours per week shall be regarded as full-time nurses.
3. Part-time Employment - Nurses who have completed their probationary period and whose bid positions provide for the following shifts and scheduled working hours will be regarded as part-time nurses and be entitled to the appropriate benefits covered in this contract:
  - A. Nurses whose bid positions provide for at least four (4) twelve (12) hour shifts of scheduled working hours per biweekly pay period shall be regarded as part-time nurses.
  - B. Nurses whose bid positions provide for (a) other than twelve (12) hour shifts and (b) at least forty (40) hours of scheduled working hours per biweekly pay period shall be regarded as part-time nurses.
4. Temporary Nurse – Nurses whose bid positions provide for no more than three (3) months of employment with Employer will be regarded as temporary nurses. Temporary nurses who receive temporary part-time or full-time bids shall accrue benefits and seniority; however, their eligibility for health insurance benefits will be subject to the applicable

waiting period, as defined by law. To retain eligibility for such benefits, temporary nurses shall continue to be scheduled at least the number of hours provided in their respective bids. Failure of a nurse to be scheduled an average number of hours equal to or greater than the hours provided in his or her bid over a period of six (6) successive weeks shall cause such nurse to return to relief status, lose eligibility for benefits, and forfeit any benefits accrued that are not protected by law.

5. Relief Nurse - Nurses whose bid positions provide for employment with Employer on a day-to-day basis, as needed by Employer, will be regarded as Relief Nurses. For the purpose of this Agreement, Relief Nurses shall be entitled only to wages, differentials, time and one-half for holiday work, and overtime pay set forth herein. Relief Nurses are supplemental to full-time and part-time staff and will not be used to replace regularly scheduled staff with bidded positions. Full-time and part-time Nurses will be provided the next, upcoming schedule a minimum of seven (7) calendar days prior to the schedule being available for Relief Nurses.

Nurses who worked in a full-time or part-time capacity before becoming Relief Nurses shall retain prior seniority. When a Relief Nurse has actually worked two thousand eighty (2,080) hours, he or she shall accumulate one (1) year of seniority. Each Relief Nurse shall be responsible for keeping track of his or her hours actually worked and notify Employer when he or she believes that he or she has qualified to accumulate one (1) year of seniority. Employer's payroll department shall then verify whether the Relief Nurse has in fact qualified to accumulate one (1) year of seniority. Relief Nurses who assume a full-time bid position or part-time bid position will forfeit all hours accumulated toward qualifying for additional seniority, but will maintain any full years earned as a Relief Nurse. Seniority can only be utilized upon assuming a full-time bid position or part-time bid position. Relief Nurse bids shall be defined as follows:

- Relief I – scheduled to work at least ten (10) shifts and at least two (2) weekends per six (6) week period OR at least seven (7) shifts and at least one (1) weekend per four (4) week period; and at least one (1) summer and one (1) winter holiday or the day before or the day after the holiday (with no holiday pay) per calendar year.
- Relief II – scheduled to work at least four (4) shifts and at least one (1) weekend per six (6) week period OR at least three (3) shifts and at least one (1) weekend per four (4) week period; and at least one (1) summer and one (1) winter holiday or the day before or the day after the holiday (with no holiday pay) per calendar year.
- Relief III – scheduled to work at least five (5) shifts within a three (3) month period; and at least one (1) summer and one (1) winter holiday or the day before or the day after the holiday (with no holiday pay) per calendar year. No employees, current or new, shall be added to this classification on or after October 4, 2019. When there are no longer any employees in this classification, this classification shall be automatically eliminated.

Relief shall be scheduled by mutual agreement. If a Relief Nurse is not scheduled for shifts as defined above and by mutual agreement with the Relief Nurse, the Relief Nurse may be terminated and removed from relief status. When a Relief

Nurse has worked at least five hundred twenty (520) hours in a six (6) month period, Employer and the Relief Nurse agree to meet and engage in a joint evaluation process to determine whether or not an additional position is necessary. The creation of any new position as a result of such joint evaluation shall be created only by mutual agreement.

6. This Collective Bargaining Agreement guarantees hours scheduled, but not necessarily hours worked for part-time and full-time nurses.
7. Each nursing position shall have an established bid with defined duties and responsibilities. With the exception of bids affected by health care providers leaving or changing their schedules, presently established bids may not be changed except upon mutual agreement. No bid position may include more than two shifts. In addition to the Charge Nurse at the hospital facility, there will be one RN staff bid position for each shift. There must be a minimum of 9 hours off time between shifts except upon mutual agreement.
8. Graduate Nurses – Graduate Nurses shall remain on probation until their state licensure is in effect. All Graduate Nurses shall be supervised by a Licensed Registered Nurse and the scope of the Graduate Nurses' practice shall be defined by the rules and regulations of the Montana Board of Nursing.
9. Nurses Obtaining New Bid Positions – Nurses employed by Employer who apply for and obtain new bid positions acknowledge that transfers from one department to another may not occur immediately because Employer may need time to make arrangements to cover the position being vacated, but the time necessary to complete such transfers may not exceed ninety (90) days.

## **ARTICLE IX - HOURS OF WORK**

1. Pay period: There shall be an average of twenty-six (26) biweekly pay periods per year, each consisting of eighty (80) hours of work.
2. Except as provided in Section 8 of Article IX regarding overtime paid to employees called in to work, the following shall apply:
  - A. For eight hour shift nurses, all work performed in excess of eight (8) hours in any one day, or eighty (80) hours in any one pay period shall be paid for at the rate of one and one-half (1½) times the regular rate of pay.
  - B. Nurses not working eight (8) hour shifts shall be compensated at one and one-half times the regular rate of pay for hours worked in excess of forty (40) hours in a work week or for hours worked in any single day in excess of the scheduled shift times (nine (9), ten (10), or twelve (12) hours shifts).

The shifts for each bid position will be defined in the description of the bid position when it is posted.

3. A fifteen (15) minute rest period for each four (4) hour period worked will be allowed each nurse and considered as time worked. In the event a nurse wants to leave Employer's facilities, the nurse shall secure permission to leave Employer's facilities from the Nursing Supervisor, clock out when leaving, and clock in upon return. The nurse's failure to secure permission to leave Employer's facilities, clock out when leaving, or clock in upon return could subject the nurse to discipline. The Employer shall manually re-enter the paid fifteen (15) minute break times for each nurse prior to the end of each pay period.
4. A thirty (30) minute lunch period shall be provided after five (5) hours of work as scheduled by Employer. Lunch shall be taken away from the Nurse's work station, shall be eaten in the cafeteria area or other designated area when the cafeteria is closed. In the event the nurse wants to leave Employer's facilities, the nurse shall secure permission to leave Employer's facilities from the Nursing Supervisor, clock out when leaving, and clock in upon return. The nurse's failure to secure permission to leave Employer's facilities, clock out when leaving, or clock in upon return could subject the nurse to discipline. The lunch period shall be unpaid and shall not count as time worked, unless Employer calls upon the nurse to perform work during the lunch period in which event the nurse shall be permitted another lunch period that day or shall be paid for the interrupted lunch period at the option of Employer.
5. Time schedules, including call schedules and scheduled days off, for M/S, ER, OR, and Nursing Home employees shall cover a period of at least four (4) weeks and shall be posted at least one (1) week in advance. The time periods covered by the time schedules for all other nursing departments shall be determined by each department's practice or policy. Any requests for time off shall be made at least two weeks prior to the date the schedule will be posted. Changes to any posted schedule shall be verbally communicated to the affected nurse by Management or their designee. Posted schedules may be changed upon approval of Management as long as such changes do not result in the payment of overtime. Nurses wishing to exchange shifts shall be responsible for making such arrangements with each other and then obtaining the approval of Management or the Administrator on call.
6. There will be no split shifts except by written agreement between the nurse and Employer.
7. A nurse may be required to rotate shifts to cover temporarily vacant positions (e.g., leave of absence, illness, accident, vacation) on a rotating basis according to reverse seniority and qualifications per pay period for each occurrence. For extended leaves of absence of greater than four weeks, within 10 working days, the position shall be posted as a temporary bid position. For PLANNED extended leaves of absence of greater than four weeks and when the nurse provides at least eight (8) weeks notice to a supervisor, the supervisor will be required to notify HR of unfilled shifts to be filled and communicate plan to cover unfilled shifts to affected department.
8. A full-time nurse regularly scheduled to work twelve (12) hour shifts who has not already worked seventy-two (72) hours in a pay period and is called in to work during scheduled time off shall be notified at least twenty-four (24) hours before the start of the shift for which the nurse is needed. A full-time nurse regularly scheduled to work other than twelve

(12) hour shifts who has not already worked eighty (80) hours in a pay period and is called in to work during scheduled time off shall be notified at least twenty-four (24) hours before the start of the shift for which the nurse is needed. In the event the full-time nurse is notified less than twenty-four (24) hours before the start of the shift for which he or she is needed, the nurse shall be paid time and one-half for the shift. All other nurses regularly scheduled to work twelve (12) hour shifts who have not already worked seventy-two (72) hours in a pay period and are called in to work during scheduled time off shall be notified at least four (4) hours before the start of the shifts for which they are needed. All other nurses regularly scheduled to work other than twelve (12) hour shifts who have not already worked eighty (80) hours in a pay period and are called in to work during scheduled time off shall be notified at least four (4) hours before the start of the shifts for which they are needed. In the event such nurses are notified less than four (4) hours before the start of the shifts for which they are needed, they shall be paid time and one-half for such shifts. Call outs must be made by Management or their designee.

9. Nurses shall not be scheduled more than six (6) consecutive days of work without a day off, during the work period, unless the nurse so agrees in writing.
10. The times that a nurse's shift begins and ends shall be determined by the policy of the department in which the nurse is working.
11. Nurses may trade scheduled work days as long as the nurses have comparable ability and knowledge in the area scheduled if approved by Management or the Administrator on call. Trades will not result in overtime.
12. One designated Local Unit Representative per day, while participating in negotiations between the Association and Employer, shall be paid at the employee's regular hourly rate by Employer in the event that the negotiation sessions are scheduled during their regularly scheduled hours of work.
13. When a nurse is scheduled to work a shift and is not needed, the nurse shall be notified at least two (2) hours in advance of the start of a shift. If the nurse cannot be reached and reports for work as scheduled, the nurse will have the option to work for two (2) hours and be paid for (2) hours or to go home and be paid for time actually worked.
14. Weekends shall be defined as Saturday and Sunday for the day shift and Friday and Saturday nights for the night shift. Nurses will be required to work the equivalent of at least every other weekend unless shifts are adequately staffed as determined by Management. Exceptions may be made with mutual agreement between the Association and the Employer.
15. In addition to eight (8), ten (10), and twelve (12) hour shifts, Employer may implement other innovative shift schedules. To this end, such innovative schedules may be worked out with the individual nurses upon mutual agreement so long as such agreement does not violate the terms and conditions of this agreement.



16. No Nurse shall be required to work overtime except in emergency situations (i.e. acts of God, disasters, etc).

## **ARTICLE X - PAID LEAVES**

### 1. Sick Leave

- A. Full-time nurses shall accumulate sick leave at the rate of eight (8) hours per month, cumulative to six hundred (600) hours.
- B. Part-time nurses shall accumulate sick leave at the rate of four (4) hours per month, cumulative to three hundred (300) hours. Nurses transferring from a full-time bid position to a part-time bid position shall not lose accumulated sick leave. Such nurses shall also not accumulate sick leave until after their sick leave bank drops below three hundred (300) hours.
- C. No sick leave will be granted during the first three (3) months of employment, but days shall accumulate from the date of initial employment.
- D. Sick leave may not be used during a vacation except for a period of verified hospitalization. A Physician's excuse may be required for a sick day before or after vacation.
- E. Nurses receiving temporary total disability workers compensation benefits shall be eligible to receive up to thirty-two (32) hours of accumulated sick leave benefits to cover the first thirty-two (32) hours of work missed (workers compensation waiting period) due to an injury sustained or occupational disease acquired while working for Employer as determined by Employer's workers compensation insurer. Thereafter, nurses shall have the option of receiving either (1) the applicable temporary total disability workers compensation benefits or (2) accumulated sick leave benefits.
- F. Sick leave benefits shall begin on the first day of absence due to accident or illness for all Nurses who have completed the first three (3) months of the probationary period. For any day that is a paid sick leave day, all Nurses shall be paid for regularly scheduled hours for that shift in which they were sick at their regular hourly rate of pay without differentials, certification pay, or Charge Nurse pay.
- G. When a nurse leaves work ill, the nurse shall be paid the remainder of their shift out of their sick leave bank. When a nurse calls in sick they are paid their full scheduled hours out of their sick leave bank.
- H. Sick leave is payable for absence due to pregnancy.
- I. Nurses shall provide a release from a doctor after a three (3) day sick leave. In the event the employer suspects abuse of sick leave, the Employer may request a doctor's release at any time and the nurse in question shall be required to provide such release.

- J. If a nurse does not use any sick leave within three (3) months, the nurse will be rewarded with six (6) hours of pay. The three (3) month period is defined as the three (3) month period of time commencing with the day the nurse returned from his/her last sick day, the day he/she most recently became eligible for the payment contemplated in this paragraph, or his/her first day of employment, whichever occurred last. Payment shall be allowed after the completion of the aforesaid time period. Nurses are responsible to notify Management, within thirty (30) days of the end of such three (3) month period, of the fact that they have not used any sick leave within three (3) months. Failure of a nurse to timely notify Management shall result in the forfeiture of such payment. Under no circumstances shall a nurse be entitled to receive more than twenty-four (24) hours of pay in any one twelve (12) month period.
2. Jury Duty - When a nurse receives a summons to serve on jury duty, the nurse must present a copy of the summons to the supervisor in advance of the jury duty. The time a nurse serves on jury duty will be considered a leave of absence without loss of benefits or pay. Employer will pay the difference between the jury duty pay and the Nurse's regular earnings. Employees shall endorse and deliver to Employer any checks they receive for time spent serving on a jury during hours they are normally scheduled to work. Employer shall then pay Employees for such hours by treating the hours as time worked for Employer and including the hours in the applicable pay period.
  3. Bereavement leave - Each full-time nurse regularly scheduled to work twelve (12) hour shifts shall be entitled to thirty-six (36) hours compensable bereavement leave in the case of a death in the nurse's immediate family. Each full-time nurse regularly scheduled to work other than twelve (12) hour shifts shall be entitled to forty (40) hours compensable bereavement leave in the case of a death in the nurse's immediate family. Part-time nurses regularly scheduled to work twelve (12) hour shifts shall be entitled to twenty-four (24) hours compensable bereavement leave. Part-time nurses regularly scheduled to work other than twelve (12) hour shifts shall be entitled to twenty (20) hours compensable bereavement leave. Bereavement leave will be paid only with respect to a work day on which the nurse would have otherwise worked and will not apply to a nurse's scheduled days off, holidays, vacations, or any other day on which the employee would not have worked. Immediate family shall include: parents, step-parents, children, step-children, spouse, significant other who permanently resides with employee, siblings, step-siblings, father-in-law, mother-in-law, grandparents, step-grandparents, grandchildren, step-grandchildren, aunts, and uncles. Bereavement leave may be extended beyond the hours provided in this paragraph, without pay, at the discretion of Management. Bereavement leave must be completed within ten (10) days of the date of the immediate family member's death or a date mutually agreed upon by the parties. Employees shall provide a copy of the deceased's obituary upon Employer's request.
  4. Each full-time employee shall receive twelve (12) hours per year of paid leave for health maintenance appointments. Each part-time employee shall receive six (6) hours per year of paid leave for health maintenance appointments.

## ARTICLE XI - LEAVE OF ABSENCE

1. An approved leave of absence of not more than three (3) months shall not affect seniority and previously accrued benefits. During the three (3) month period, Employer will not permanently fill the nurse's bid. Nurses shall use all of their accrued sick leave and all of their applicable accrued PAL TIME for all leaves of absence, whether the leaves are considered leave taken pursuant to the Family Medical Leave Act or not, before they shall qualify for a leave of absence without pay.
2. Personal illness – Leave of absence without pay may be granted to nurses for personal illness. The period of the leave of absence shall not exceed six (6) months. Seniority will be adjusted after three (3) months or at the end of paid time off, whichever occurs later. Length of service benefits will not accrue during unpaid leaves. Employer reserves the right to request a doctor's certification as to why the leave is necessary and an estimate of how long the disability will continue.
3. Maternity – A leave of absence without pay shall be granted to nurses for maternity for a period of up to six (6) months. Length of service benefits will not accrue during unpaid leaves. Extension of the leave may be granted if there are complications of pregnancy or special condition of the newborn.
4. Special Leave of absence for other reasons may be approved, at the discretion of Employer, on an individual basis, including non-paid excused absence days.
5. Unexcused absences shall not be considered as leaves. An unexcused absence is defined as one where the employee is scheduled to work or called in to work, and fails to report for work. In addition, the Employer recognizes that there are bona fide emergencies and/or crises which may prevent a nurse from reporting.

Failure to return to work from a leave of absence on time or to give written notice of inability to do so, shall be considered a voluntary resignation from employment. Continuation of a leave beyond the original date of expiration shall be at the discretion of Employer.

To maintain the coverages of any Employer insurance programs in which they are enrolled, the nurses shall pay the premiums for such programs while on leave of absence. Employer shall not be responsible for any such premium.

6. Continuous service date – A nurse's continuous service date shall not be adjusted for approved leaves of absence of three (3) months or less in duration.
7. Family Medical Leave Act – Subject to the provisions set forth above, any leaves of absence governed by the provisions of the Family Medical Leave Act shall be governed by the applicable policy of Employer in effect at the time a nurse submits his or her request for such leave of absence. If any of the provisions set forth above or contained in Employer's policy violate applicable state or federal law, such state or federal law shall control and all

other provisions not in violation shall remain in full force and effect.

## **ARTICLE XII – INSERVICE AND CONTINUING EDUCATION**

### Inservice

1. All mandatory inservice education will be provided for all nurses, to include, but not be limited to:
  - A. CPR
  - B. Fire Safety
  - C. Body Mechanics
  - D. Infection Control
  - E. HIPAA Education Training (twice yearly), including, without limitation, education on HIPAA, HIPAA violations, and social media HIPAA violations
  - F. Cyber Security

It is the professional responsibility of all RNs to attend mandatory inservices and meetings. ER Nurses shall attend at least fifty percent (50%) of the emergency department/trauma meetings held each year. Attendance may be in person or via Zoom.

2. Nurses may request that particular topics be offered for inservice education.
3. Nurses shall be paid their regular rate of pay for all hours in attendance at inservice education offerings. Mandatory inservice hours will be counted in the computation of overtime.
4. Nurses shall be required to attend inservice training that is required by the Joint Commission or state or federal agencies.
5. Nurses who work in supervisory positions or specialty areas shall be required to attend inservice offerings which are directly related to their department.
6. Continuing Education
  - A. Employer shall compensate any Registered Nurse for all hours spent to attend mandatory Continuing Education. Upon completion of the first three (3) months of the probationary period, each full-time registered nurse shall be eligible for a minimum of sixteen (16) hours of education with pay for the period beginning October 4, 2022 and ending December 31, 2023. Upon completion of the first three (3) months of the probationary period, each full-time registered nurse shall be eligible for a minimum of sixteen (16) hours of education with pay per calendar year (January 1<sup>st</sup> – December 31<sup>st</sup>) for each calendar year beginning January 1, 2024 and January 1, 2025. Upon completion of the first three (3) months of the probationary period, each part-time registered nurse shall be eligible for a minimum of eight (8) hours of education with pay for the period beginning October 4, 2022 and ending December

- 31, 2023. Upon completion of the first three (3) months of the probationary period, each part-time registered nurse shall be eligible for a minimum of eight (8) hours of education with pay per calendar year (January 1<sup>st</sup> – December 31<sup>st</sup>) for each calendar year beginning January 1, 2024 and January 1, 2025. Education shall include non-mandatory in-service and any conference, convention or seminars authorized by Management, except A.C.L.S. certification. Compensation shall be at the nurse's regular rate of pay unless Employer requires attendance at a time that results in overtime.
- B. Nurses required by Employer to attend education seminars or meetings shall be reimbursed for registration fees, public transportation at cost, or with the approval of Management, personal transportation expenses at the current Employer sanctioned rate for the driver furnishing the automobile. Lodging and meals shall be reimbursed per the policies of Employer.
  - C. The nurse must turn in all receipts, certifications, and/or proof of attendance required by Employer. Employer shall not be obligated to pay the nurse for education hours or to reimburse the nurse for the nurse's expenses until Employer receives the required documentation.
  - D. Requests for CE days shall be submitted to Management. Such requests shall be approved by Management and the Administrator. Requests for CE days will be granted as long as staffing is not disrupted.
  - E. When requests from more than one (1) nurse are received, Management shall determine the number of participants.
  - F. The number of nurses allowed to attend CE programs simultaneously shall depend on flexibility of staffing.
  - G. After attending a CE program, a presentation of said program shall be made when requested by other nurses or Management.
  - H. Nurses performing duties in Obstetrics, ICU-CCU, and the Emergency Room shall be required to attend continuing nursing education at least once every two years. All registered nurses shall maintain B.L.S. certification as a condition of employment. Registered Nurses may be required to attend other CE offerings such as PALS, NALS, TERNS, and ACLS.
  - I. Appropriate outside educational offerings shall be posted on a specific bulletin board designated for continuing education.
  - J. Any nurse who attends a continuing education seminar or workshop must provide Employer with a certificate of attendance upon completion of the seminar or workshop.

- K. It is the nurse's responsibility to present the updated documentation to Human Resources; if a nurse fails to present relevant documentation to Human Resources by recertification expiration date, certification pay will cease. Once the re-certification is received by Human Resources, certification pay will resume upon the first day of the next full pay period following notification.
  
- L. To maintain the value of education, if a nurse has received departmental specialized education at the expense of the Employer and voluntarily terminates the nurse's employment, required repayment will be as follows:
  - 1. If a nurse voluntarily terminates a nurse's employment within up to six (6) months of the date the education was completed, the nurse will repay Employer up to seventy-five (75%) percent of the associated fees.
  - 2. If a nurse voluntarily terminates a nurse's employment between six (6) and twelve (12) months after the date the education was completed, the nurse will repay Employer up to fifty (50%) percent of the associated educational fees.
  - 3. If a nurse voluntarily terminates a nurse's employment between twelve (12) and eighteen (18) months after the date the education was completed, the nurse will repay Employer up to twenty-five (25%) percent of the associated educational fees.

Adjustments to the above schedule can be made with mutual agreement.

When requesting approval of an educational program for purposes of reimbursement, on a form provided by Employer, a nurse shall acknowledge that the nurse could be required to repay to Employer a portion of the reimbursement made to the nurse if the nurse voluntarily terminates the nurse's employment with Employer within eighteen months of reimbursement. The nurse shall also grant written permission to Employer to withhold such repayment from the nurse's paycheck.

### **ARTICLE XIII – ORIENTATION**

- 1. All nurses shall be provided with an orientation which shall include but not be limited to the following:
  - A. A complete tour of Employer's facilities and full explanation of the fire and disaster plan.
  - B. Active review of the personnel policy.
  - C. Thorough tours of Employer's facilities and area to work in.
  - D. Review of the medication procedures.
  - E. Instructions in Employer's system of ordering supplies and drugs.
  - F. Orientation to crash cart and "code" procedures.
  - G. The nurse shall review the Nursing Policy and Procedure book on an individual basis.
  - H. Orientation shall be to all shifts, in each area as needed.

- I. Nurses shall complete and return orientation checklists and abide by orientation requirements as outlined above.
  - J. Nurse orientees shall be required to follow the schedule of their assigned preceptor when this option is available. However, each orientee will be provided with a preceptor assignment form detailing their precepting shifts and their preceptor(s).
  - K. The Employer shall notify the Union President or his or her designee (hereinafter collectively referred to as “the Union President”) regarding the date, time, and place of each orientation meeting at which employees covered by this Agreement will be in attendance. The Employer shall grant the Union President fifteen (15) minutes to meet the new nurses. The Union President shall meet with the new nurses separately and apart from the employees attending the orientation that are not covered by this Agreement. If it is necessary to do so, the Union President shall reserve a separate room for his or her meeting with the new nurses. If the Union President is on shift, he or she shall take his or her break when he or she is meeting with the new nurses.
2. In the case of interdepartmental or promotional changes, orientation will be provided.
  3. All newly hired new graduate nurses will be provided at least six (6) weeks of orientation prior to having an independent patient load. This provision shall not preclude a new graduate nurse from being assigned his or her own patients under the supervision of a preceptor. Newly hired, new graduates will not be required to precept until they have completed a minimum of twelve (12) months of employment.
  4. Nurses being assigned low census may request orientation in other departments (excluding Labor and Delivery). This orientation must be approved by the Nursing Supervisor and requests shall not be unreasonably denied.
  5. Qualified Nurses who agree to precept new graduate nurses will provide the Director of Nursing with a written preceptor agreement. The Director of Nursing will maintain a list of willing, qualified preceptors and precepting will be assigned on a rotating basis when possible. All preceptors will be given a minimum of seven (7) days’ notice of their precepting assignments.

#### **ARTICLE XIV - USE OF EMPLOYER'S FACILITIES**

The Association, acting through the Nurse’s Local Unit, may use the available rooms at Employer's facilities for Association meetings. Requests for the use of meeting rooms shall be made in advance. The Association shall be allowed to post a bulletin board by the time cards for use by the Local Unit.

#### **ARTICLE XV – EVALUATIONS**

1. Every nurse shall have an informal evaluation at the half-way point in the probationary period and a formal written evaluation at the end of probation. Thereafter evaluations shall be in accordance with Employer’s policy.

2. Evaluations will be discussed with the nurse in a private conference away from the work area. The nurse shall acknowledge each evaluation by signature to indicate only that she has reviewed it.
3. Each evaluation in which Employer takes disciplinary action shall be subject to grievance and arbitration.

#### **ARTICLE XVI - DISCIPLINE, DISCHARGE, AND TERMINATION**

1. Each employee shall be subject to a six (6) month probationary period starting at the beginning of his or her employment. During such period, the employer may discharge an employee without cause and for any reason.
2. Following the probationary period, the employer shall provide the reason(s) for discipline or discharge, in writing, upon request of the employee or the Association.
3. Following the probationary period, discipline, including discharge, shall be for just cause only and shall follow a progressive pattern directed towards the goal of correction as follows:
  - (a) oral warning,
  - (b) written warning,
  - (c) one (1) to five (5) day suspension without pay, and
  - (d) termination.

Employer also reserves the right to demote or place an employee on probation. When immediate discharge is warranted, the employer need not follow the progressive pattern set forth above. Circumstances in which immediate discharge is warranted include, but are not limited to, those described below. Unless otherwise specifically indicated, the circumstances described shall only pertain to those that occur during the employee's shift or in communications with the employer.

- (a) The employee was under the influence of alcoholic beverages or illegal substances;
- (b) The employee was convicted of using or possessing narcotic drugs or other controlled substances without authorization at any time, whether on shift or not;
- (c) The employee was dishonest;
- (d) The employee was violent;
- (e) The employee was disobedient or insubordinate;



- (f) The employee used physical force with a patient that endangered the safety or well-being of the patient or others;
  - (g) The employee committed misconduct that resulted in injury to persons or damage to property;
  - (h) The employee divulged confidential information to unauthorized persons at any time, whether on shift or not, which includes, but is not limited to, disclosure of information protected by HIPAA;
  - (i) The employee left his/her job without giving notice to his/her immediate supervisor when he/she could have reasonably given notice;
  - (j) The employee diverted drugs;
  - (k) The employee falsified medical records;
  - (l) The employee falsified time cards;
  - (m) The employee was absent from work without being excused;
  - (n) The employee was convicted of a felony or a misdemeanor charge of assault or partner/family member assault at any time, whether on shift or not;
  - (o) The Montana Department of Public Health and Human Services or other like agency substantiated, after giving the employee notice and an opportunity to contest the allegations against the employee, that the employee abused or neglected another person at any time, whether on shift or not;
  - (p) The Employee committed theft of Employer property, whether on shift or not; or
  - (q) The Employee persistently or blatantly failed to comply with the standards promulgated by the Joint Commission, the Patient Centered Medical Home, or the National Accountable Care Organization.
4. An Association member may be present with the employee at all steps in the investigatory and discipline process.
  5. Discipline and discharge actions shall be subject to the grievance and arbitration procedures set forth in Article VII of this Agreement with the following exceptions:
    - A. Discipline and discharge actions related to violations of Article VI of this Agreement shall not subject to such grievance and arbitration procedures.
    - B. Oral and written warnings shall not be subject to arbitration.

6. An employee shall give the employer two (2) weeks written notice prior to terminating his or her employment. The Association agrees to encourage employees to give as much advance notice of their intent to terminate their employment as possible.

## **ARTICLE XVII – SENIORITY**

1. A full-time nurse, part-time nurse, or temporary nurse with a temporary full-time or a temporary part-time bid shall not acquire seniority until he or she has been retained in the service of Employer for at least three (3) months work, but after such time, the seniority shall be computed from the first day of the nurse's present term of employment. When a Relief Nurse has worked 2,080 hours, he or she shall accumulate one (1) year of seniority. In the event of layoffs due to reduction in the work force, the nurses with the least seniority shall be the first to be laid off and the nurse who was the last laid off shall be the first nurse to be rehired. Job openings will be posted internally and house-wide for five (5) business days before being posted externally. The internal posting will be left up for ten (10) business days. "Business days" shall be defined as Monday through Friday, except that holidays falling on Monday through Friday shall not be counted as business days. All relevant factors being equal, such as ability, experience, dependability, and competency, qualified bargaining unit nurses already employed by Employer shall be given preference and consideration for vacant positions for which they have applied before other contracted registered nurse positions.
2. Provided that qualifications are equal as per the job description, seniority shall be the prevailing factor in layoffs and existing position vacancies and new openings.
3. Employer shall post a seniority list for all nurses on July 1<sup>st</sup> of each year. In the event that two (2) nurses are hired the same day, the one first hired shall be considered the senior nurse.
4. Seniority shall terminate:
  - A. If the nurse is discharged for just cause.
  - B. If the nurse quits voluntarily.
  - C. If the layoff is for a period of six (6) months or more.
  - D. If the nurse fails to accept and report for work within one (1) week after notification of recall by certified mail.
  - E. If the nurse obtains a leave of absence by false or misleading statements.
5. An approved leave of absence of three (3) months or less shall not result in the loss of accumulated seniority nor affect the accrual of seniority.
6. Seniority status will be available upon individual request through the Director of Human Resources.

## ARTICLE XVIII - HEALTH AND HOSPITALIZATION

1. Subject to the applicable waiting period, as defined by law, under the Employer's health insurance plan, the Employer shall pay all but Forty-Six and No/100 Dollars (\$46.00) of a full-time employee's single rate monthly health insurance premium under the Employer's health insurance plan. Such full-time employee shall be responsible for paying the remaining Forty-Six and No/100 Dollars (\$46.00) of the single rate monthly health insurance premium. Subject to the applicable waiting period, as defined by law, under the Employer's health insurance plan, the Employer shall pay one-half (½) of a part-time employee's single rate monthly health insurance premium under the Employer's health insurance plan. Such part-time employee shall be responsible for paying the remaining one-half (½) of the single rate monthly health insurance premium. Nurses desiring family coverage will also pay the difference between the individual contract premium and the family premium. The Employer shall contract with a health insurance carrier to provide group health insurance benefits for full-time and part-time nurses as well as other eligible employees of the Employer. The health insurance carrier shall be chosen at the discretion of the Employer. The parties hereto recognize that upon entry into such a contract between the Employer and the health insurance carrier, the health plan provided shall have certain contractual rules contained therein. In the event that the said contractual rules shall conflict with any provision of this Agreement, the contractual rules shall prevail.
2. As a condition of employment, all nurses will be required to have a TB screen. A practitioner of the nurse's preference shall be given the results.
3. For hospital services, in-patient or out-patient, provided to part-time and full-time Employees by Employer at its hospital facility, the Employer shall discount, by fifty percent (50%), the bill owed by the Employee after all insurance credits are received. To receive the discount, the nurse must have successfully completed the first three (3) months of employment. The discount shall not be applied to all such services for the Employee and his or her immediate family until after the nurse has successfully completed the first three (3) months of employment. Immediate family is defined as a spouse, children, and dependent stepchildren of the Employee. The Employee's children and dependent stepchildren who have attained the age of eighteen (18) years shall only be eligible for the discount if the nurse is carrying such children and dependent step-children on the Employer's health insurance policy and they have not attained the age of twenty-six (26) years. In the event that the Employee and his or her immediate family do not have insurance, then the discount shall be computed based upon what the insurance would have paid had the Employee and his or her immediate family been covered by the Employer's insurance policy. In order to receive the discount, the nurse must pay his or her 50% portion of the final bill within 180 days after receiving the final bill for services rendered and notify the Business Office of such payment. Failure to do so will cause the nurse to forfeit such benefits.
4. A nurse placed on an authorized leave of absence may pay the required premium necessary for continued hospital-surgical, dental and group life insurance coverage during the period of leave; provided, however, that the nurse on a leave of absence attributed to an industrial

injury or illness as determined by the adjustor for Employer's Workers' Compensation Insurer shall continue to be covered by Employer's medical-surgical insurance at Employer's expense for a period of time not to exceed two (2) months.

5. Nurses may have prescriptions filled for themselves only, and not for any other member of their family, at Employer's pharmacy at the discount of cost plus ten (10) percent.

## **ARTICLE XIX - HOLIDAYS**

1. All nurses who work on New Year's Day, Memorial Day, Labor Day, Easter Sunday, Thanksgiving Day, and Christmas Eve shall be compensated at one and one-half (1½) times the regular wage including appropriate differentials. Nurses who work Christmas Day and the Fourth of July (hereinafter also referred to as "prime holidays") shall receive two times the regularly wage including appropriate differentials. OR, Labor and Delivery, Nursing Home, Home Health/Hospice, and Clinic nurses shall work at least two holidays in each calendar year, if applicable, and at least one of those holidays shall be a prime holiday unless shifts are adequately staffed as determined by Management or their designee. Employer will equitably assign work on these days so they are not consistently worked by the same nurses. Due consideration will be given to nurses' requests. Upon execution, all Med/Surg and ER nurses shall be scheduled for all paid holidays for the year and then on a rotating basis.
  - A. Med/Surg and ER night shift nurses will be scheduled in three (3) different holiday groups and Med/Surg and ER day shift nurses will be scheduled into two (2) different holiday groups.
  - B. Holidays will be scheduled by the Nursing Staff Coordinator before the schedule is provided to the nurses to complete for the four (4) or six (6) week scheduling period.
  - C. If a Med/Surg or ER nurse is unable to meet the nurse's obligation for the holiday the nurse is scheduled for, the nurse is responsible for finding a qualified replacement for the nurse's shift and it must be pre-approved.
  - D. Upon hire, nurses will be assigned their holiday group.
  - E. All Med/Surg and ER nurses will be assigned numbers that correlate with their holiday group assignment. Currently, day shift nurses are assigned numbers one (1) through twenty (20) and night shift nurses are assigned numbers twenty-one (21) through forty (40). These numbers shall be shifted in the event of increased/decreased staff. The holiday groups shall be determined on a calendar year basis as follows:

(THIS SPACE INTENTIONALLY LEFT BLANK)

Day Shift:

<u>Group A</u>	<u>Group B</u>
New Year's Day, Easter, Christmas Eve, and Christmas Day	Memorial Day, July 4 <sup>th</sup> , Labor Day, and Thanksgiving Day
1	2
3	4
5	6
7	8
9	10
11	12
13	14

Night Shift:

<u>Group A</u>	<u>Group B</u>	<u>Group C</u>
Memorial Day and Christmas Day	July 4 <sup>th</sup> , Thanksgiving Day, and Christmas Eve	New Year's Day, Labor Day, and Easter
21	22	23
24	25	26
27	28	29
30	31	32

2. Holiday time will be provided only if the nurse works their scheduled work day immediately preceding and their scheduled work day immediately following the holiday involved unless excused from working by Employer. If a nurse fails to work such scheduled work days, eight (8) hours of PAL TIME will be deducted from his or her PAL TIME bank. If a nurse works his or her scheduled shifts immediately preceding and immediately following the holiday but calls off on the holiday, eight (8) hours of PAL TIME will be deducted from his or her PAL TIME bank. In addition, the nurse will not receive credit for the rotation for such holiday.
3. The hours of a holiday shall be designated to be from 12:00 a.m. to 12:00 a.m. A nurse working fifty percent (50%) or greater of a shift on Christmas Day (double time) or New Year's Day (time and one-half) shall receive holiday premium pay for the entire shift worked. A nurse working less than fifty percent (50%) of a shift on Christmas Day or New Year's Day shall receive holiday premium pay for the actual hours worked on the holiday.

**ARTICLE XX - PERSONAL ABSENCE LEAVE**

1. PAL TIME (A combination of Vacation and Holiday time) is accumulated for all full-time and part-time employees and will be calculated on the basis of compensable hours at the following schedule:

YEARS OF CONTINUOUS SERVICE

PAL ACCRUED PER COMPENSABLE HOUR

0 thru 9 YEARS

.096

10 + YEARS

.130

2. COMPENSABLE HOURS for the purpose of this section shall mean all hours paid such as: regular time; paid PAL time; paid sick leave; and overtime. Overtime shall be at the regular rate and not at one and one-half times such rate. COMPENSABLE HOURS does not include convenience hours such as, but not limited to: on call hours, hours off for workers' compensation, excused absence and low census days.
3. PAL TIME HOURS will accumulate, but cannot be taken, during the first three (3) months of the probationary period. PAL TIME HOURS accumulated will be paid to the employee at the termination or layoff (1) if the first three (3) months of the probationary period have been completed and (2) at the employee's regular hourly rate of pay at termination. Upon intent to terminate, the nurse must give the Employer at least two (2) weeks notice of such termination.
4. For nurses working at the hospital facility, emergencies excepted, requests for PAL TIME of thirty-six (36) hours or more must be submitted a minimum of four (4) weeks prior to the requested time and notification of approval or disapproval must be returned to the nurse one (1) week after the request. Any requested usage of PAL TIME HOURS of less than thirty-six (36) hours must be approved by Management prior to usage. Nurses not working at the hospital facility shall request their PAL TIME with their respective supervisors in accordance with their respective departments' policies. Appropriate management shall respond to all time off requests within seven (7) days of receiving request and approval or acknowledgement of receipt if approval cannot be provided within seven (7) days.
5. In the event of conflict between nurses relative to PAL time usage which hasn't been approved, seniority shall determine leave approval.
6. A full-time nurse may accumulate PAL TIME from year to year but may not exceed 280 hours. Upon reaching 240 hours, Employer will cash out, on the full-time nurse's next regular paycheck, up to a maximum of eighty (80) hours upon request by the nurse, twice a year.

A part-time nurse may accumulate PAL TIME from year to year but may not exceed 140 hours. Part-time nurses shall not be entitled to cash out PAL TIME.

7. PAL TIME will be scheduled and paid for only the days an employee would normally work at the employee's regular hourly rate of pay without differentials, certification pay, or Charge Nurse pay. PAL TIME shall be paid in increments of hours equal to the number of hours per shift in the employee's regularly scheduled shifts (employees working eight-hour shifts shall use PAL TIME in increments of eight hours, employees working ten hour shifts

shall use PAL TIME in increments of ten hours, employees working twelve hour shifts shall use PAL TIME in increments of twelve hours, etc.).

8. In regard to PAL TIME to be taken and cash out of PAL TIME, such items shall be prorated based upon a nurse's classification as determined by Article VIII - CLASSIFICATION OF NURSES of this Agreement.
9. If an Employee requests time off but has no accrued PAL TIME, such Employee may only have such time off if they trade with another employee and such trade is approved by Management. Exceptions may be made with mutual agreement between the Employee and the Employer.
10. PAL TIME may be used to offset a loss incurred during a scheduled time off, mandatory low census, or vacation for the following: night, weekend, and certification differentials. It is the nurse's responsibility to add in Schedule Anywhere or by exception sheet the hours (four (4), six (6), or eight (8) hours) to offset differential loss. All of the following criteria must be met:
  - The nurse needs to work at least one (1) of the above-listed differentials for at least fifty percent (50%) of the FTE;
  - Applies to a request of a minimum of two (2) PAL TIME requested days; and
  - Requests must be made prior to the time off in Schedule Anywhere or by exception sheet.

**ARTICLE XXI – WAGES**

During the term of this contract, upon receiving a satisfactory performance evaluation, on each anniversary date of his or her continuous service date, each part-time and full-time employee shall move to the next step on the wage scale.

**1. HOURLY RATES OF PAY AND EFFECTIVE DATES THEREOF**

<u>STEP:</u>	<u>10/04/22</u>	<u>10/04/23</u>	<u>10/04/24</u>
Entry	34.60	36.07	37.69
S1	35.44	36.95	38.61
S2	36.33	37.87	39.57
S3	37.20	38.78	40.53
S4	38.17	39.79	41.58
S5	39.14	40.80	42.64
S6	40.12	41.83	43.71
S7	41.10	42.85	44.78
S8	42.13	43.92	45.90
S9	43.20	45.04	47.07
S10	44.22	46.10	48.17
S11	44.58	46.47	48.56

<u>STEP:</u>	<u>10/04/22</u>	<u>10/04/23</u>	<u>10/04/24</u>
S12	44.95	46.86	48.97
S13	45.29	47.21	49.33
S14	45.80	47.75	49.90
S15	46.38	48.35	50.53
S16	47.03	49.03	51.24
S17	47.66	49.69	51.93
S18	48.36	50.42	52.69
S19	48.96	51.04	53.34
S20	49.64	51.75	54.08
S21	50.30	52.44	54.80
S22	50.93	53.09	55.48
S23	51.56	53.75	56.17
S24	52.21	54.43	56.88
S25	52.85	55.10	57.58
S26	53.48	55.75	58.26
S27	54.11	56.41	58.95
S28	54.75	57.08	59.65
S29	55.38	57.73	60.33
S30	56.02	58.40	61.03
S31	57.09	59.52	62.20
S32	58.17	60.64	63.37
S33	59.27	61.79	64.57
S34	60.40	62.97	65.80
S35	61.55	64.17	67.06
S36	62.71	65.38	68.32
S37	63.91	66.63	69.63
S38	65.12	67.89	70.95
S39	66.36	69.18	72.29
S40	67.62	70.49	73.66
S41	68.90	71.83	75.06
S42	70.21	73.19	76.48
S43	71.55	74.59	77.95
S44	72.90	76.00	79.42
S45	74.29	77.45	80.94
S46	75.70	78.92	82.47
S47	77.14	80.42	84.04
S48	78.60	81.94	85.63
S49	80.10	83.50	87.26
S50	81.62	85.09	88.92



In order to qualify for negotiated increases, nurses must satisfactorily complete mandatory in-service training.

Competencies will be evaluated on an annual basis prior to step or pay increase. Competencies will include attendance, customer service, nursing documentation compliance and professionalism.

Any RN who does not receive a satisfactory job performance evaluation, will receive a ninety (90) day action plan for improvement. If an employee meets the expectations set forth in the action plan, they will receive the wage increase at that time. If the employee does not meet the expectations set forth in the action plan, they will not receive any wage increase and could be subject to the disciplinary process.

2. A shift differential of Four and No/100 Dollars (\$4.00) per hour for night shifts shall be paid. For purposes of this paragraph, night shift shall be defined as the hours of 7:00 p.m. to 7:00 a.m. and day shift shall be defined as 7:00 a.m. to 7:00 p.m. A shift differential of One and 50/100 Dollars (\$1.50) per hour for weekend shifts shall be paid. For purposes of this paragraph, weekend shifts shall be defined as the hours of 7:00 p.m. to 7:00 a.m. on Friday and Saturday nights and 7:00 a.m. to 7:00 p.m. on Saturdays and Sundays.
3. Any nurse who functions as a Charge Nurse for one or more shifts shall be paid an additional Two and 25/100 Dollars (\$2.25) per hour for each hour that he or she functions as a Charge Nurse in addition to any shift differential.
4. On Call Pay - In the event that a nurse agrees to take call, the nurse shall receive the sum of Five and No/100 Dollars (\$5.00) per hour. A nurse on call for OR shall not be on call for another area except in emergency situations. When a nurse is called in to work, as soon as the nurse starts working, they shall no longer be entitled to receive on call pay. Nurses called into work and clock-in, with the exception of Home Health and Hospice, then are notified they are no longer required to work and are sent home shall receive a minimum of three (3) hours of pay at the overtime rate (1 ½) times) of pay. If an OR or OB nurse has worked a minimum four (4) hour call-out, they may request a minimum four (4) hour rest period prior to their scheduled shift, which may be granted in the supervisor's discretion. If the rest period request is denied, written documentation will be provided to the nurse within twenty-four (24) hours. For purposes of this Section 4, overtime pay shall be defined as one and one half (1½) times the nurses' regular hourly rate of pay. Nurses shall be required to take mandatory call five (5) times in each calendar year. If a nurse refuses to take mandatory call and such nurse is placed on low census, such time spent on low census will not be counted as compensable hours for purposes of calculating accrued benefits as otherwise provided for in this Agreement.

Home Health and Hospice Nurses: All nurses working at Pintler Home Options shall receive the nurses' regular hourly rate of pay, plus on-call pay (\$5.00 per hour) during their scheduled home health visits while working their required call weekend(s). During all required call weekend(s), all Home Health and Hospice nurses shall receive one and one-half (1½) times the nurses' regular hourly rate of pay for all hours worked during hospice

call-outs.

5. Any nurse who has already worked his or her regularly scheduled shift who is called back to work will be paid at the rate of one and one-half (1½) times his or her regular rate of pay during the call back period.
6. Employer may recognize all prior experience of newly hired nurses who have recent (within three (3) years prior to hire date) acute care related hospital experience. Nurses with experience in non-acute care nursing shall receive credit for 25% of their years of experience for placement on the wage scale. A nurse who terminates and is rehired within six (6) months shall be hired at their previous Step on the pay scale.
7. If a nurse employed with Employer accepts a non-bargaining unit position, and subsequently returns to a bargaining unit position, they will return to the Step they would have been at if they remained in the bargaining unit, provided there has been continuous employment with Employer. During their employment as a non-bargaining unit nurse, she shall not accrue seniority, or receive step increases.
8. Relief Nurses shall receive differentials as defined below for all hours worked in lieu of defined fringe benefits. Relief Nurses shall be entitled to any appropriate differentials. Any Relief Nurse who has worked at least five hundred and twenty (520) hours during the year immediately preceding the anniversary date of his or her hire and received a satisfactory job performance evaluation shall move to the next step on the wage scale.
  - Relief I – Three and 50/100 Dollars (\$3.50) per hour.
  - Relief II – Two and No/100 Dollars (\$2.00) per hour.
  - Relief III – Fifty cents (\$0.50) per hour. No employees, current or new, shall be added to this classification on or after October 4, 2019. When there are no longer any employees in this classification, this classification shall be automatically eliminated.
9. For nurses hired before October 4, 2019, if a nurse obtains and maintains one or more of the certifications listed below or a certification otherwise approved by Employer, Employer shall pay such nurse a total premium of Two and No/100 Dollars (\$2.00) per hour for the first certification and One and No/100 Dollars (\$1.00) for a second certification. Employer shall not be required to pay more than a total of Three and No/100 Dollars (\$3.00) per hour for certifications. A nurse requesting payment of the premium shall provide Employer with any documentation required by Employer that serves as evidence that the Nurse has obtained the certification. Thereafter, upon Employer's request, the nurse shall provide Employer with any documentation required by Employer that serves as evidence that the Nurse continues to maintain the certification. Nurses shall be obligated to pay for the cost of acquiring and maintaining the certification. Employer shall not be obligated to pay any expenses related to or arising out of a nurse's acquisition or maintenance of the certification, including, but not limited to, continuing education hours required to maintain

the certification. The certifications for which a premium is automatically paid are the following:

CCRN -	Critical Care Registered Nurse
CEN -	Certified Emergency Nurse
CLC -	Lactation Consultant
CNOR -	Certified OR Nurse
CRNFA -	Certified Registered Nurse First Assistant in OR
CPN -	Certified Pediatric Nurse
CPAN -	Certified Perianesthesia Nurse
CRNL -	Certified Registered Nurse Long Term Care
CAPA -	Certified Ambulatory Perianesthesia Nurse
CNAMB -	Certified Ambulatory Surgical Nurse
CHPN -	Certified Hospice/Palliative Care Nurse
CNRN -	Certified Neurosurgical Registered Nurse
MSNC -	Medical Surgical Nurse Certified
CWOCN -	Certified Wound, Ostomy, and Continence Nurse
CWCN -	Certified Wound Care Nurse
CWON -	Certified Wound Ostomy Nurse
Oncology -	OCN (Oncology Certified Nurse)
Obstetrics -	RN/COB (RN Certified Obstetrics)
	RN/C (RN with a Maternal Newborn Specialty)
	IOBN (Inpatient Obstetrical Nurse)
CDCES -	Certified Diabetes Care and Education Specialist
AMB-BC -	Ambulatory Care Nursing

For nurses hired on or after October 4, 2019, if a nurse obtains and maintains one or more of the certifications listed above or a certification otherwise approved by Employer and such nurse works primarily (a majority of his or her hours) in his or her area of certification, Employer shall pay such nurse a total premium of Two and No/100 Dollars (\$2.00) per hour for the first certification and One and No/100 Dollars (\$1.00) for a second certification. Employer shall not be required to pay more than a total of Three and No/100 Dollars (\$3.00) per hour for certifications. To maintain certification pay, the nurse must continue to work primarily (a majority of his or her hours) in his or her area of certification. A nurse requesting payment of the premium shall provide Employer with any documentation required by Employer that serves as evidence that the Nurse has obtained the certification. Thereafter, upon Employer's request, the nurse shall provide Employer with any documentation required by Employer that serves as evidence that the Nurse continues to maintain the certification. Nurses shall be obligated to pay for the cost of acquiring and maintaining the certification. Employer shall not be obligated to pay any expenses related to or arising out of a nurse's acquisition or maintenance of the certification, including, but not limited to, continuing education hours required to maintain the certification.

10. After Relief Nurses have received seven (7) calendar days to request the shifts that they desire to work, the following shall apply:

All Nurses who work four (4) twelve (12) hour shifts in the first work week of any pay period will be compensated at one and one half (1 ½) times their regular rate of pay, including appropriate differentials, for the fourth (4th) twelve (12) hour shift worked as long as they also work three (3) twelve (12) hour shifts in the second work week of the same pay period.

All Nurses who work three (3) twelve (12) hour shifts in the in the first work week of any pay period and four (4) twelve (12) hour shifts in the second work week of the same pay period will be compensated at one and one half (1 ½) times their regular rate of pay, including appropriate differentials, for the fourth (4th) twelve (12) hour shift worked in the second work week.

All Nurses who work eight (8) twelve (12) hour shifts or more in any pay period will be compensated at two times their regular rate of pay including appropriate differentials for the eighth (8<sup>th</sup>) twelve (12) hour shift and those worked thereafter.

All Nurses who work ten (10) ten (10) hour shifts in any pay period will be compensated at two times their regular rate of pay including appropriate differentials for the tenth (10<sup>th</sup>) ten (10) hour shift and those worked thereafter.

Nurses who are mandated to take low census shall not be disqualified from receiving the pay described above as a result of the employer mandated low census. There shall be no duplication, pyramiding, or compounding of any pay, including overtime.

11. Nurses who have been designated preceptors shall receive preceptor differential of Two and No/100 Dollars (\$2.00) per hour for hours worked precepting. This applies to precepting nurses or medical assistants (MAs) as a new hire or new to a department.
12. All full-time and part-time nurses shall receive a uniform and equipment allowance of up to One Hundred Fifty and No/100 Dollars (\$150.00) per calendar year beginning January 1, 2023. Nurses shall provide copies of their receipts to the accounting department and Employer shall reimburse nurses within two (2) weeks.

## **ARTICLE XXII - RETIREMENT PLAN**

All nurses shall be eligible to receive the benefits of the retirement plan that is currently provided by Employer upon the employee satisfying the eligibility requirements set forth in the retirement plan.

## **ARTICLE XXIII - LOW CENSUS**

When the workload diminishes by reason of low census, Employer shall have the right to make a reduction in hours of work and number of employees. Employer shall have the right to reduce the days worked by the nurse during a pay period. Subject to the requirement that qualified nurses be retained to perform the work required, low census shall be assigned as follows: Overtime Registered Nurses (if the shift would create overtime for the nurse on that day);

volunteer Registered Nurses; Relief Nurses; then on a rotating basis beginning with the least senior nurse (from least senior to most senior) and such rotation shall start over every three (3) months. Full-time and part-time nurses shall not be assigned mandatory low census if a traveler or contracted nurse is on shift. The Nursing Staff Coordinator will maintain the low census rotation list. Low census days off shall not affect the accrual of benefits other than PAL TIME. A clinical nurse shall not take low census unless it is approved by the nurse's supervisor. A clinical nurse shall take low census when Employer does not need the nurse to float to another clinic or if assigned to do so by the nurse's supervisor. Nurses assigned to low census or placed on mandatory call shall have the option to use PAL TIME or take leave without pay for those hours.

When given a low census, a nurse who is placed on call will receive call pay per Article XXI – Wages – Section 4. A nurse shall receive one and one half (1 ½) times the base rate of pay for hours worked if called back to work. A nurse shall not receive call pay when the nurse is actually working. A nurse may not be given mandatory call more than five (5) times per year.

#### **ARTICLE XXIV - PAYROLL DEDUCTIONS**

Employer agrees to continue to grant payroll deductions, upon the next business day for which they were made, at the request of a nurse for the following and any other deductions currently available to the nurse:

- Health Insurance
- Life Insurance
- Employer Bill Payment
- Employer Sponsored Retirement Plan Deferrals
- MNA Dues

#### **ARTICLE XXV - TERM OF AGREEMENT**

This Agreement shall become effective as of October 4, 2022 and shall remain in full force until October 4, 2025. A notice to open this Agreement for negotiations may be given either party by the other not less than ninety (90) days prior to October 4, 2025 or the expiration date of any extension of this Agreement. All notices provided for in this Agreement shall be served by Certified Mail, Return Receipt Requested. If neither party serves notice to open this Agreement for negotiations on the other at least ninety (90) days prior to October 4, 2025 or the expiration date of any extension of this Agreement, this Agreement shall automatically renew for another year under the same terms and conditions.

#### **ARTICLE XXVI – PROFESSIONAL CONFERENCE COMMITTEE**

The purpose of this Committee shall be to facilitate communications 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 of Employer; 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 Employer and no more

than three Nurses selected by the Association. The Committee shall establish its own meeting schedule, not more often than monthly, for one (1) hour, unless the Committee mutually agrees otherwise. The Committee shall determine its own officers.

Meetings of the Committee shall be held on Employer's property and use Employer's facilities. All time spent in Professional Conference Committee meetings will be considered as time worked (non-productive time) at the straight time rate of pay.

The Committee shall be advisory and consultative in nature and may make recommendations to nursing administration. The objectives of the Professional Conference Committee may include the following:

To consider constructively the professional practice of Nurses, and to make objective professional evaluation in order to assist management and Nurses.

To work constructively for the improvement of patient care and nursing care.

To recommend to Employer ways and means to improve patient care.

The Agenda for the Professional Conference Committee shall be submitted one week prior to a scheduled meeting. The Professional Conference Committee will place on its agenda, on a quarterly basis, a specific review of staffing matters and related issues.

A recorder will take the minutes of the Committee and provide minutes to all members of the committee.

## **ARTICLE XXVII – SCOPE OF AGREEMENT**

The Agreement expressed herein in writing constitutes the entire Agreement between the parties. It is understood that the specific provisions of this Agreement and any provisions of the National Labor Relations Act that guarantee an employee rights that are not provided in the provisions of this Agreement shall be the sole source of the rights of the Union and the rights of any employee covered by this Agreement and shall supersede all previous oral and written agreements between the Employer and the employees.

If an act occurs through an error of omission or commission on behalf of the Employer, upon discovery of such act, the Employer may discontinue the practice and it shall not be deemed to constitute a past practice.

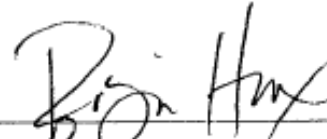
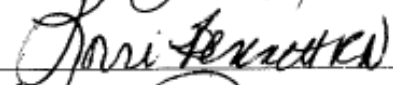


If either party asserts and proves that a practice is clearly established, then the exact terms and definitions of the same shall be reduced to writing and become a part of this Agreement.

DATED this 4<sup>th</sup> day of October, 2022.

Community Hospital of Anaconda

Montana Nurses Association,  
Local Unit No. 1

By:   
Its: Chief Executive Officer







This Contract was printed In-House using Union Labor