

**Collective Bargaining Agreement**

**Between**

**Montana Nurses Association**

**And**

**Cabinet Peaks Medical Center Local #22**

**October 2022**

**To**

**September 2025**

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## **AGREEMENT**

This agreement entered into this 1<sup>st</sup> day of October, 2022, by and between Cabinet Peaks Medical Center of Libby, Montana, hereinafter referred to as "Hospital" and MNA Local #22 of the Montana Nurses Association, hereinafter referred to as "Association".

### **ARTICLE 1 - RECOGNITION**

The Hospital recognizes the Association as the exclusive collective bargaining representative with respect to rates of pay, hours of employment and other working conditions for all registered nurses employed as staff nurses by Cabinet Peaks Medical Center at its health care facility in Libby, Montana; but excluding the Chief Nursing Officer, Discharge Coordinator, Nursing Shift Supervisors/Managers, Operating Room Manager, advanced practices nurses (i.e., CRNA, FNP) and all other employees, guards and supervisors as defined in the National Labor Relations Act as amended. The Hospital agrees that it will not routinely use non-bargaining unit employees in staff nurse positions in order to avoid hiring additional part-time or full-time staff nurses.

The Hospital will deduct membership dues and fees from the salary of each registered nurse who voluntarily agrees to such deduction. Authorization is for an annual period and shall be revocable one (1) year from the date of the signature. Such authorization shall be automatically renewed for successive periods of one (1) year, unless the registered nurse gives written notice of the revocation to the Medical Center. Withheld amounts shall be forwarded to the Association on a monthly basis following the actual withholding together with a record of the amount and names of those for whom deductions have been made. The Association agrees to indemnify and hold the Hospital harmless against any and all claims, suits, orders, or judgements brought or issued against the Hospital as a result of compliance with this provision.

### **ARTICLE 2 - ASSOCIATION SECURITY**

Section 2.1 - It shall be a condition of continued employment with the Hospital that Nurses covered by this Agreement shall become and remain members of the Association in good standing to the extent of paying the uniform Association membership dues by ninetieth (90<sup>th</sup>) calendar day of their employment. Provided, the Hospital and Association will comply with all applicable laws and regulations governing Association membership.

Section 2.2 - On a monthly basis, the Hospital will give the Association and the Local Unit President notice of hiring, termination or approved leave of absence for all Nurses covered by this Agreement. Upon request, the Hospital shall supply a complete list of all Nurses in the bargaining unit at least quarterly, such a list to include the name, complete mailing address, phone number, unit, employee status, and the date of employment. Lists and notices of hiring and termination will be submitted to the Association electronically. At the time of employment, a copy of this Agreement shall be given to each Nurse; the Association shall supply the registered nurse with a copy of

the Agreement. The Association will keep the Hospital advised of its current electronic address.

Section 2.3 - Any Nurse who fails to comply with the foregoing provisions shall be discharged by the Hospital no later than fourteen (14) days after receipt of a written request for such discharge from the Association. Provided, however, if the affected Nurse complies with the provisions of the Article prior to actual discharge, the Nurse may continue in employment. In the event a Nurse subject to discharge under this paragraph is required for patient care, and a replacement cannot be obtained within the fourteen (14) day period, the Association shall be advised and, by mutual agreement between the Hospital and the local unit of the Association, the Nurse may be retained.

Section 2.4 - In the event of any discharge pursuant to the terms of this Article, the Association agrees to indemnify and save the Hospital harmless from any loss as a result of discharge and for any legal fees incurred.

### **ARTICLE 3 - RIGHTS OF MANAGEMENT**

Except as otherwise specifically provided in this Agreement, the right to manage all aspects of the Hospital's operation shall remain in the Board of Trustees through its management staff and shall not be impaired in any way, so long as the exercise of these rights will not be in conflict with specific provisions of this Agreement.

Without in any way limiting the foregoing, and by way of illustration only, such exclusive Employer rights shall include:

1. The right to hire, discharge, suspend, transfer, promote, demote, or discipline employees and to require registered nurses to observe Hospital rules and regulations not inconsistent with the terms of this Agreement. For registered nurse who have completed the Probation period, disciplinary action, suspension, demotion, or discharge will be based on just cause.
2. The unquestioned right to discharge any Probationary registered nurse for any reason whatsoever while the employee is in the Probationary period. Probationary registered nurse discharges are not subject to the grievance procedure.
3. The right to establish such reasonable Hospital rules as it may deem necessary, provided that such rules are not in conflict with the terms of this Agreement. A copy of the Hospital rules shall be given to each registered nurse.
4. The right to grant or withdraw incentives.
5. The right to determine registered nurse classification, assignment of registered nurses, and specification of methods and procedures.
6. The right to determine hours of work and shift schedules to be worked by each unit registered nurse.
7. The right to determine the manner and method by which work shall be performed.

8. The right to subcontract all or any portion of its work at the Hospital premises or elsewhere.
9. The right to have supervisors or non-unit employees perform unit work.
10. The terms hereof are intended to cover only minimums in wages, hours, working conditions, benefits, and other terms and conditions of employment. The Hospital may place superior wages, hours, working conditions, benefits and other terms and conditions of employment in effect and may reduce the same to the minimums herein prescribed without the consent of the Association.
11. No officer, representative, or member of the Association shall be exempt from rules and regulations applicable to all employees, from the authority of supervisory employees, or from the provisions of this Agreement.

#### **ARTICLE 4 - PROFESSIONAL RIGHTS**

Section 4.1 - A new licensed graduate Nurse will not be assigned as solely responsible for a patient area until determined competent to do so according to standard orientation procedures. A Nurse is not solely responsible for an area where their supervisor, charge nurse, or preceptor is available in the same patient area.

Section 4.2 - A registered nurse may refuse an assignment requiring acceptance of sole responsibility in a patient area to which the registered nurse has not received orientation. If a registered nurse feels incompetent in any area, the registered nurse shall advise the supervisor in order that any necessary orientation may be arranged. Once orientation has been received, the registered nurse will be expected to assume assigned duties.

Section 4.3 - The Hospital shall ensure to the Association, and each registered nurse access to an up-to-date policy manual of its rules, regulations and policies and procedures on employment and clinical related matters. The policy and procedure manuals shall be housed on each unit and online and shall be readily accessible to the nurses on duty.

Except in cases of extenuating circumstances, registered nurses shall be notified of any change or additions to Nursing policies and procedures issued by the Hospital a minimum of fourteen (14) days in advance of implementation. Notice shall be delivered to the registered nurses' email account, to the extent one has been provided, to allow for discussion and comment. Nothing contained herein shall relieve the Hospital of bargaining changes in working conditions with the Association.

Section 4.4 –Registered nurses shall have reasonable access to their individual personnel file. Upon request, and no more than once per year, the registered nurse may obtain a copy of material from their personnel file from the Human Resource Office.

Section 4.5 - By advance written notice to the CEO, HR Director, Chief Nursing Officer or designee the authorized Association representative shall be permitted to enter non-patient areas of the Hospital for the purpose of Association business that cannot reasonably be conducted outside the Hospital. At least forty-eight (48) hours-notice shall be given of any department to be visited. Such visits shall not interfere with any Nurse's performance of work.

Section 4.6 – The Hospital shall designate space on appropriate bulletin boards for the Association to post official notices of Association business and social events. The notices posted shall be courteous and professional.

Section 4.7 - The Association, through the local unit, may use available rooms at the Hospital for Association meetings. Requests for the use of the meeting rooms shall be made in advance through the Hospital scheduling process. Meeting rooms will be scheduled on a first come, first served basis.

Section 4.8 – Nurses shall, within 3 months of ratification of this contract, be provided with one (1) set of scrubs. Nurses hired following 3 months after ratification of this contract shall be provided with one (1) set of scrubs, upon hire. Thereafter, Nurses shall be provided with one (1) set of scrubs per year.

## **ARTICLE 5 - EMPLOYEE DEFINITIONS**

Section 5.1 - Probationary Nurse: All nurses shall be probationary for the first six (6) months of their employment. The Hospital may extend the six (6) month probationary period in individual cases, but shall not extend it beyond three (3) additional months. During the probationary period the registered nurse may be terminated without recourse to the grievance procedure. Fringe benefits will be provided after the waiting period specified for each benefit plan (typically three months). Upon completion of the probationary period, the registered nurse's anniversary date shall relate back to the beginning date of employment for the accrual of fringe benefits. To the extent anything herein conflicts with the benefit plan documents, the plan documents control.

Section 5.2 - Regular Full-Time: Full-time registered nurses are regularly scheduled to work thirty-six (36) or more hours in one (1) work week. These registered nurses are granted all benefits.

Section 5.3 - Regular Part-Time: Regular part-time registered nurses are those regularly scheduled to work at least thirty-two (32) hours in a pay period. These registered nurses are granted benefits on a pro-rated basis, except medical/dental insurance as provided in Article 20.5.

Section 5.4 - PRN Registered Nurses: PRN registered nurses are supplemental to regular staffing and will not be used to replace regularly scheduled registered nurses. PRN

employees are used to supplement work schedules but will not be guaranteed hours worked and shall work as needed on a fill in basis. This status doesn't receive any fringe benefits. Any PRN position which is regularly working for one (1) shift (8,9, or 12 hours depending on department) or more of work per week for a period of at least three (3) months shall be considered a new bargaining unit position.

Section 5.5 - Temporary: Temporary registered nurses are hired to work a predetermined length of time not to exceed three (3) months. This status does not receive any fringe benefits. Temporary or PRN registered nurses will be placed on call prior to full-time or part-time registered nurses during times of low census.

Section 5.6 - Charge Nurses: Charge Nurses shall be a bargaining unit member who, in addition to performing nursing tasks, are designated by nursing management of the Hospital and trained to be in charge of nursing functions of all staff employees, including other professional nurses, on a designated shift and in a designated area. A job description shall be available to the nurse so designated who shall be oriented to the position. Any time management makes a change in this job description as described in Article 3, notification in writing will be given to the Nurse. Charge Nurses shall not be subject to contract provisions relating to reassignment and transfers caused by census fluctuations or staffing requirements unless there is an additional Charge Nurse(s) on shift.

Section 5.7 - Every bargaining unit registered nurse shall have a written position description established which outlines the duties and expectations of their position. All member Nurses will be provided a position document at the time of hire that states the position, shift, status (full or part time), and FTE for which that Nurse is hired. Any time management makes a change in this information as described in Article 3, notification in writing will be given to the Nurse. Any time a nurse accepts a new position, they shall receive a new written position description and position document that states the position, shift, and status (full or part time), and FTE for their new position. Job descriptions shall be reviewed annually during the nurses evaluation.

Section 5.8 – Agency/Third Party registered nurses shall not displace any bargaining unit registered nurse. Agency/Third Party registered nurses will meet all current requirements of the registered nurse position at CPMC to include English language proficiency, licensure, and appropriate experience. Agency/Third Party registered nurse positions will not be used to reduce or prevent the addition of bargaining unit positions, alter any schedules, or reduce the work hours of bargaining unit registered nurses. Any low census hours will be offered to bargaining unit registered nurses first. If mandatory low census is required, Agency/Third Party registered nurses will be placed on call prior to bargaining unit registered nurses, unless mutually agreed upon between the bargaining unit and the hospital. Agency/Third Party registered nurses will not be part of the MNA Local Bargaining Unit #22 and are not covered by this Agreement, and the



employment contracts for each Third Party registered nurse shall not exceed thirty-six (36) months.

**ARTICLE 6 - NO DISCRIMINATION**

Section 6.1 – The Hospital and the Association each agree that they will not discriminate against any nurse applicant or nurse employee because of race, color, religion, national origin, gender, marital status, sexual orientation, membership, non-membership, or activity on behalf of the Association, ADA-defined disability, or age in violation of any law. All items contained in this section are not subject to the provisions of ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE of this agreement.

Section 6.2 - Cabinet Peaks Medical Center (CMPC) and the Montana Nurses Association strongly believe that all employees have a right to work in an environment free of discrimination, bullying and harassment or sexual harassment. CPMC is committed to maintaining a harassment-free workplace and will not tolerate harassment of hospital employees by anyone including supervisors, other employees, patients, visitors, or others. Incidents of harassment in any form shall be handled in accordance with Cabinet Peaks Medical Center Non-Harassment policy HR-102 revised date 07/01/15.

**ARTICLE 7 - 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 8 - PROFESSIONAL CONFERENCE COMMITTEE**

Section 8.1 - The purpose of this committee will be to facilitate communication and cooperation between professional nurses and nursing administration; to establish a forum for open discussion of mutual concerns; to provide an avenue for input from nurses into development and maintenance of standards which affect nursing practice; and discuss recruitment and retention opportunities and ideas. The PCC shall not negotiate the terms of this agreement.

Section 8.2 - The committee shall consist of no more than three (3) persons selected by the Hospital and no more than three (3) nurses selected by the Association. The committee shall meet no more frequently than once every 60 days unless the parties mutually agree. Meeting shall be requested by the Chief Nursing Office or the Local Unit

President. Meetings shall last no longer than one (1) hour unless the parties mutually agree to a longer meeting.

Section 8.3 - Meetings of committee may be held on Hospital property and shall have use of Hospital equipment. All time spent in Professional Conference Committee and nursing department standing committee meetings will be considered time worked.

Section 8.4 - The Professional Conference Committee may make recommendations to Nursing Service Administration in regard to establishment, development and maintenance of projects which enhance the standards of nursing care.

Section 8.5 - The review of changes and additions to personnel and nursing policies shall be discussed as a standing agenda item at PCC.

## **ARTICLE 9 - DEFINITION OF HOURS**

Section 9.1 - The regular full-time workday shall be eight, nine, ten, or twelve (8, 9, 10, or 12) hours, and the regular work week shall be seven (7) days, Sunday through Saturday. Registered nurses shall be compensated at one and one-half (1 ½) times the regular straight-time hourly rate of pay provided in this agreement for all authorized shifts worked in excess of the registered nurse's regularly scheduled shift.-Provided, however, a Nurse will not receive one and one-half (1 ½) pay for an extra shift if the Nurse had an unscheduled absence during the Nurse's regularly scheduled shifts for that work week. Regularly scheduled shift, for purposes of this section, means a Nurse's FTE. A registered nurse will not be scheduled to work more than five (5) consecutive eight-hour (8) shifts, four (4) consecutive nine or ten hour (9 or 10) shifts, or three (3) consecutive twelve hour (12) shifts unless mutually agreed between the Hospital and the registered nurse. Part-time registered nurses shall receive, a ten dollar (\$10.00) per hour premium pay, beginning one (1) hour after the end of the scheduled shift and all hours worked in the remainder of the shift.

Once posted, schedule changes will only be by mutual agreement of the Hospital and registered nurse. With the exception of registered nurses working a variable schedule, registered nurses may be moved to a different shift (days v. nights v. days) only by mutual agreement of the registered nurse and the Hospital. In an emergent situation, mutual agreement may be waived for a period of forty-eight (48) hours.

Section 9.2 - Upon mutual agreement between the registered nurse and the Hospital, the parties shall have the option of scheduling on the basis of eight (8) and eighty (80).

Section 9.3 - Overtime shall not be compounded or pyramided. Overtime shall only be paid based upon actual hours worked. Overtime will be compensated at the rate of one and one-half (1 ½) times the regular hourly rate for any hours worked past 40 hours in a work week for registered nurses working 8 or 10 hour shifts, or over 36 hours in a work week for registered nurses working 9 or 12 hour shifts.

Section 9.4 - Meal periods are normally thirty (30) minutes and shall not be counted as hours worked. The Hospital shall strive to provide the meal period near the middle of the shift. Interrupted meal periods will be compensated as hours worked. If a nurse is the only nurse on a unit and cannot be relieved of all responsibility during the meal period, the meal period shall be paid. All registered nurses shall be allowed one (1) paid rest period of fifteen (15) minutes each for each four (4) hour period worked.

Section 9.5 - Nothing in this article shall constitute a guaranteed workday or work week.

Section 9.6 - Time schedules and scheduled days off shall be posted at least two (2) weeks in advance for a four-week period (two pay periods). Posted schedules may be changed by mutual consent between the nurse and the Chief Nursing Officer or designee. Regularly scheduled FT and PT nurses' schedules shall generally be repetitive in nature. Open shifts shall be made available to all nurses after FT and PT nurses' schedules have been determined.

Management shall make all reasonable effort not to schedule regular FT and PT registered nurses to work consecutive weekends. If staffing needs require two (2) or more consecutive weekends, the affected registered nurse must be consulted prior to posting the schedule. In the event that regular FT and PT registered nurses have to work two or more consecutive weekends, management shall make all reasonable effort to offer to and adjust their schedule to permit two consecutive weekends off if desired. The weekend is defined as 7 p.m. Friday to 7 p.m. Sunday. Scheduled weekends are not to be split unless mutually agreed by the affected registered nurses and the department Manager or designee. Registered nurses desiring to assure a specific weekend off shall request through the department manager. The request form must be received by the Department Manager a minimum of one month prior to the posting date of the schedule during which the time off is requested. The registered nurse will be advised of approval or disapproval no later than fourteen (14) days from the posting date of the schedule during which the time off is requested. For registered nurses requesting time off for travel out of state, approval or disapproval of the requested time off shall be given by management as soon as is possible.

Section 9.7 - Exchange of scheduled shifts and/or days off may be arranged between nurses as long as overtime does not result, and all practice areas of the hospital have adequate qualified professional coverage with the approval of the Chief Nursing Officer or designee. The registered nurse who agrees to work the shift is accountable for the shift.

Section 9.8 - If a registered nurse reports for work on a regular schedule or if a registered nurse is asked to report and reports, that registered nurse shall receive a minimum of two (2) hours pay, during which time they shall perform nursing duties as assigned. After two (2) hours of work the registered nurse may be sent home. Provided,

however, if the Hospital makes and documents the effort to notify the registered nurse not to report at least one (1) hour prior to the start of the shift, and is unable to make contact, the report pay will not apply.

Section 9.9 – Registered nurses who are required to testify in court on Hospital-related business will receive their regular rate of pay for all time they are required to prepare for and give such testimony. This time will be counted as hours worked in computing overtime pay. If another registered nurse is called in to cover the witness's regularly scheduled shift while the registered nurse is giving such testimony, the testifying registered nurse shall receive a minimum of a regular shift's wages from the Hospital. Upon completion of testimony the registered nurse shall report to the Hospital for any remaining hours of their scheduled shift. Provided, however, registered nurses who appear as witnesses for a party adverse to the Hospital in any proceeding shall not receive pay for the time spent testifying, nor shall the time be counted as time worked.

Section 9.10 - After completion of the probationary period, registered nurses who are called for jury service on a district or federal court jury shall be excused from work for the time period for which they serve and shall be paid the difference between their jury pay and their regular pay. In order to be eligible for such payments, the registered nurse must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. When a registered nurse is selected as a juror in a particular case, the supervisor shall be notified, and the registered nurse shall not be expected to return until the particular case is finished. Upon completion of the case, the supervisor will be notified. Any registered nurse called for jury duty who is temporarily excused from attendance at court must report to work if sufficient time remains after such excuse to permit at least two (2) hours of work during the registered nurse's normal workday. However, in no circumstance, unless by mutual written agreement between the Hospital and registered nurse, should the total combined hours of jury duty and hours worked exceed the hours of the registered nurse's scheduled shift. To receive pay for a bona fide jury duty day, the registered nurse will code the time off as "jury duty" and remit the reimbursement check to the payroll/fiscal office.

Section 9.11 - A registered nurse is required to report for work whenever the Disaster Plan is activated per Hospital policy.

## **ARTICLE 10 - NO STRIKE, NO LOCKOUT**

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

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

Section 10.3 - The Association agrees that as part of the consideration of this Agreement, they will, within twenty-four (24) hours, take affirmative steps to end any unauthorized strikes. The Association shall notify its members by any media normally used, including phone calls, letters, postings, and radio and television broadcasts of such violation of this Agreement, instructing their members to work immediately. The Association agrees that they will not assist registered nurses participating in such unauthorized work stoppages, strikes, slowdowns or suspensions of work against whatever disciplinary action the Hospital may take.

## **ARTICLE 11 - SENIORITY, PROMOTIONS, TRANSFERS, LAYOFFS**

Section 11.1 - All nurses shall accrue seniority from the date of their most recent employment with the Hospital after completion of the probationary period provided herein. Seniority shall be determined by the length of continuous employment. PRN and temporary registered nurses do not accrue seniority.

- A) Provided qualifications and ability are approximately equivalent, promotions, transfers, and recall following layoff shall be governed by seniority; layoffs shall be governed by reverse seniority. The Hospital shall be the judge of qualifications and ability.
- B) A layoff is defined as a separation from employment for reasons not reflecting discredit on a registered nurse, originally scheduled for five (5) workdays or more. The registered nurses affected and the Association shall be given fourteen (14) days' written notice of layoffs except in cases of emergency.
- C) When circumstances require a layoff, the Hospital shall first lay off probationary nurses, then temporary registered nurses, before any seniority registered nurse is laid off.
- D) In the event a layoff involves temporary or permanent elimination of positions, registered nurses shall have first opportunity, in order of seniority, to fill positions provided they are presently qualified to perform the work involved. (E.g. a registered nurse may bump a less senior registered nurse in a position or shift within the hospital)

Section 11.2 - Seniority shall terminate upon: (a) discharge for just cause; (b) resignation; (c) failure to report concerning work following recall from layoff within two (2) weeks working days after notice of recall, and/or failure to report to work as agreed; (d) failure to report for work following expiration of leave of absence; (e) absence from work for three (3) consecutive days without reporting; (f) layoff for twelve (12) consecutive months. The occurrence of (c), (d), or (e) shall constitute voluntary

termination.

11.3 - Seniority shall be frozen for any bargaining unit nurse who takes a non-bargaining unit position within the facility. During this time the registered nurse will not accrue any additional seniority. If the registered nurse returns to a full or part time position within the bargaining unit, seniority shall resume.

Any bargaining unit nurse who leaves employment from the facility and returns to a bargaining unit position within twelve (12) months shall have their previously accrued seniority counted towards seniority placement.

Section 11.4 - New positions and job vacancies within the bargaining unit shall be posted on official bulletin boards and/or electronic email communication for a minimum of seven (7) consecutive days. An electronic email or written letter of intent to apply shall be submitted to Department Manager and Human Resources.

Section 11.5 – Internal applicants for a position shall be notified in writing of acceptance or rejection within seven (7) calendar days after a posting is closed.

Section 11.6 - When the Chief Nursing Officer or designee determines that a vacancy shall temporarily or permanently not be filled, notice and a brief explanation will be given to the Association within three (3) days.

Section 11.7 - Without affecting the ultimate authority of the Vice President of Nursing, there shall be a review of the qualifications of any nurse under consideration for transfer or promotion between the registered nurse and the Chief Nursing Officer or designee. An assignment decision will be made by the Chief Nursing Officer or designee giving consideration to the individual registered nurse's qualifications and general patient care needs. In the event a nurse is determined to need to expand clinical qualifications, a plan for implementation will be developed. Preference will be given to in-house applicants for position openings provided qualifications, performance history and ability are approximately equal among applicants. The Hospital shall be the judge of qualifications and ability.

## **ARTICLE 12 - TERMINATION OF EMPLOYMENT**

Section 12.1 - Following completion of the probationary period provided in this Agreement, a registered nurse shall not be discharged except for just cause.

Section 12.2 - A registered nurse shall give the Hospital at least two (2) weeks' notice of intent to terminate. The parties mutually agree that registered nurses give as much notice of termination as possible.

Section 12.3 - Any exiting registered nurse may schedule an exit interview with the Chief Nursing Officer or Human Resources.

## **ARTICLE 13 - DISCIPLINE**

Section 13.1 – The parties acknowledge that there are circumstances justifying the Hospital’s immediate suspension and/or discharge of an employee. The Hospital will typically use progressive action directed toward the goal of correction using the process defined in this Article. The Hospital shall not administer discipline to non-probationary registered nurses without just cause.

Section 13.2 - At any meeting where discipline will be addressed, a registered nurse shall have the right to have a unit representative present.

Section 13.3 – Registered nurses will be advised of their failure to meet expected standards through the use first of verbal warnings. When a verbal warning is given, the registered nurse shall be informed that this is the first step in disciplinary action. All verbal warnings will be documented as such in the registered nurse's personnel file, and shall include the date, reason, action plan, and line for the registered nurse's signature acknowledging receipt of the warning. Where appropriate or requested by the registered nurse being disciplined, a follow-up interview to discuss observed behavior changes, or lack thereof, by the registered nurse in response to the verbal warning shall be scheduled.

Section 13.4 - Normally, the second step in disciplinary action will be a written warning if the registered nurse again fails to meet expected standards. All written warnings will be documented as such in the registered nurse's personnel file, and shall include the date, reason, and line for the registered nurse's signature acknowledging receipt of the warning. Where appropriate or requested by the registered nurse being disciplined, a follow-up interview to discuss observed behavioral changes, or lack thereof, by the registered nurse in response to the written warning shall be scheduled.

Section 13.5 - Verbal and written warnings shall take place in a private area. When appropriate, warnings shall include written goals, objectives, and means of achieving the same. Registered nurses’ signature on a disciplinary form shall indicate only receipt of such discipline and is not an admission of guilt. Registered nurses shall receive copies of any and all disciplinary documentation prior to it being placed in their file. Registered nurses shall have the ability to respond, in writing, to verbal and written warnings within 10 business days of receiving discipline, which shall be attached to the discipline documentation and placed into the registered nurse’s personnel file.

Section 13.6 - If the process of verbal and written warnings does not resolve the registered nurse's issue to the Hospital’s satisfaction, they may be subject to probation, suspension and/or discharge. No registered nurse shall be suspended and/or discharged without just cause, except for those registered nurses still in their probationary period. The Association shall be promptly notified by the Hospital of any suspension or discharge.

Section 13.7 Verbal warning documentation and written warning documentation are considered temporary contents of the personnel file of registered nurse. A registered nurse must submit a request in writing to have documentation removed from their file. Management shall respond to each request and shall retain discretion to either approve or deny requests. For verbal warning documentation, documents may be destroyed no sooner than eighteen (18) months after being placed in the file. For written warning documentation, documents may be destroyed not sooner than twenty-four (24) months after being placed in the file. If the registered nurse has incidents of discipline during the 18-months (for verbal) or 24-months (for written) the discipline forms will remain in the employee file for an additional 18-months (for verbal) or 24-months (for written).

For documented discipline that has risen above the level of verbal or written warnings, an registered nurse may submit a request in writing to have the documentation removed from their personnel file. Such requests shall be handled individually and decided on a case by case basis. Such written requests shall be attached to the discipline documentation.

The disciplinary forms referenced in this Section may be retained by the Hospital in files, other than the registered nurses personnel file, only for the purpose of evidence in subsequent legal proceedings that the Hospital may be party to, when such are filed within the applicable statute of limitations.

Section 13.8 - Any disciplinary action hereunder shall be subject to the grievance and arbitration clause of this Agreement excluding registered nurses in their probationary period.

Section 13.9 – These Steps detail the exclusive process governing progressive discipline of member registered nurses, and the Hospital’s general progressive discipline policy does not apply.

## **ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE**

Section 14.1 - 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 the Hospital. The grievance and arbitration procedure applies only to non-probationary registered nurses.

Section 14.2 - Definitions:

- A) Grievance shall mean a complaint by a nurse or group of nurses based upon an event, condition, or circumstance under which a nurse works, allegedly caused by a violation or misinterpretation of any provision of this contract, asserted by the Association.



- B) An aggrieved person shall mean the person or persons making the complaint through the Association.
- C) The term "days" shall mean calendar days.
- D) The Hospital will in no way discriminate, reprimand, or cause undue pressure on a nurse who may have cause to use this procedure.

Section 14.3 - If any grievance arises, it shall be submitted using the following steps:

Step I: The registered nurse shall first attempt to resolve the problem informally with the registered nurse's immediate supervisor within ten (10) days of the occurrence of the event, or when the nurse should have reasonably known of the occurrence, giving rise to the grievance. The registered nurse must notify the immediate supervisor in writing the terms of the grievance, must reference the section of the contract that has been violated, and must designate that they is taking step 1 of the grievance procedure. The immediate supervisor shall be given ten (10) days to resolve the problem.

Step II: If the matter is not resolved to the registered nurse's satisfaction at Step I, the registered nurse shall reduce the grievance to writing on an approved grievance form, stating specifically the issue which gives rise to the grievance, and shall present the same to the Chief Nursing Officer or designee, within ten (10) days of the immediate supervisor's decision. Within ten (10) days of receipt of the written grievance form, a conference between the registered nurse, Association Representative(s), and the Chief Nursing Officer or designee and Hospital Human Resources/Administrative representative shall be held. The Association may not have more than two representatives present during the conference without prior mutual approval. The Chief Nursing Officer or designee shall issue a written reply to the aggrieved person within ten (10) days following the conference.

Step III: If the matter is not resolved in Step II to the nurse's satisfaction, the grievance shall be referred in writing to the Administrator within ten (10) days of receiving the written reply in Step II. The Administrator, Chief Nursing Officer or designee, Association Representative(s), aggrieved registered nurse, and such other persons as may be necessary shall meet within fourteen (14) days of receiving the grievance for the purpose of resolving the grievance.-The Association may not have more than two representatives present during the conference without prior mutual approval.-The decision at Step III shall be provided to the aggrieved person within ten (10) days following the meeting.

If the parties are unable to resolve a grievance pursuant to the forgoing procedure, the parties may agree to submit the dispute to mediation. Agreements to mediate must occur within fourteen (14) days of the Hospital's answer at Step III. The parties agree to jointly request a mediator assignment from the Federal Mediation and Conciliation Service (FMCS). Mediation shall be non-binding and confidential in that neither party may introduce as evidence at an arbitration hearing any content of the mediation process, and a mediator shall not be a witness at arbitration. If the parties are able to resolve a grievance at mediation, the resolution shall be reduced to writing. The expenses of the mediator shall be shared equally by the parties. Each party is responsible for cost of presenting their own case. The time for notice of arbitration shall be tolled until the completion of mediation.

Section 14.4 - A request for arbitration must be submitted to the Hospital within 30 days after completion of Step III. If a grievance is submitted to arbitration, the Hospital and the Association shall select a disinterested third party to serve as arbitrator within five (5) working days from the date the matter is submitted to arbitration. In the event the parties are unable to agree upon an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit the names of eleven (11) arbitrators, and the parties shall alternately strike names from the list of names, with a coin flip determining the party who strikes first, until but one (1) remains, and that party shall be the arbitrator.

Section 14.5 - The decision of the arbitrator shall be final and binding upon the Hospital, the Association, and the registered nurse. The cost of the arbitrator shall be borne equally by the parties and each party shall bear the cost of presenting their own case. The arbitrator selected shall be requested to render a written decision within thirty (30) days following the arbitration. If both parties desire transcripts, the cost shall be borne equally by both parties.

Section 14.6 - The decision shall be within the scope and terms of the contract and shall not change any terms or conditions. The arbitrator shall not have any authority to substitute his discretion for management's discretion.

Section 14.7 - The arbitrator shall have no power to establish language for this Agreement, wage scale rates or new or changed jobs or to change any wage rates or fringe benefits. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

Section 14.8 - If the Hospital fails to give a written response to a grievance within the specified time limits, the grievance shall automatically be transferred to the next step.

Section 14.9 - Unless a grievance is presented by the procedures set forth in this Article, it shall be deemed null and void unless the time periods are extended by mutual agreement. The extension request and agreement to extension must be in writing with the time period extension clearly identified.

Section 14.10 -The steps of the grievance procedure must be exhausted before the Association may submit a grievance to arbitration unless mutually agreed upon.

Section 14.11 - Grievance meetings may be held outside of scheduled working hours of the nurse and representatives of the Association. Grievance and arbitration meetings shall not be deemed as hours worked and shall not be paid for by the Hospital.

Section 14.12 - When a grievance is submitted the nurse shall continue to work as directed by the Hospital pending final settlement of the contract dispute.

Section 14.13 - In cases involving discipline or termination, if the arbitrator feels the action by the Hospital to be improper, the arbitrator may set aside, reduce, or otherwise modify the action taken by the Hospital.

#### **ARTICLE 15 - TOTALITY OF AGREEMENT**

Section 15.1 - This Agreement constitutes the entire agreement between the Association and the Hospital and no alteration, understanding, variation, waiver, change or modification of any of the terms or conditions of this Agreement shall be applicable unless agreed to in writing by the Hospital and the Association. The parties agree that each, during the negotiation of this Agreement, had an opportunity to raise and negotiate any and all issues or questions concerning wages, hours and other conditions of employment, and waive further discussion unless by mutual agreement.

#### **ARTICLE 16 - ORIENTATION**

Section 16.1 - All newly employed registered nurses shall be provided with an orientation which shall include, but not be limited to, the following:

- A) An organized plan for orienting newly hired registered nurses to the objectives, purposes and structures of the Hospital, its programs, policies and procedures.
- B) A plan for in-service activities for registered nurses designed to help registered nurses prepare for new assignments, understand new developments, adjust to changes in programs and procedures.
- C) A nurse preceptor shall be assigned to each newly hired registered nurse for a minimum two (2) week period of orientation and for orientation to different work areas for current nurses. A preceptor will not be placed on low-census call while orienting a registered nurse during the initial two-week period.
- D) The above provisions shall apply as needed for all current registered nurses who change job descriptions and/or are transferred to other work areas where they has not been adequately oriented.

Section 16.2 – Registered nurses' orientation shall be of sufficient duration to satisfy the provisions of this Article. Adjustments in the standard orientation may be made by the Hospital as appropriate to individual needs, or in response to appropriate requests for such adjustment. Every registered nurse shall meet with their supervisor prior to the end of the orientation period and will receive written acknowledgement if they successfully complete orientation.

Section 16.3 - Prior to having full nursing responsibilities, a registered nurse must have completed adequate orientation. A Charge Nurse candidate must have completed a minimum of three (3) months of the probationary period in order to be considered for the charge nurse position. In the event a Charge Nurse position is not filled from the current registered nurses, the Hospital may hire from outside into the Charge Nurse. The new Charge Nurse would be on a six (6) month probationary period in the position. If deemed unsuitable for the Charge Nurse position during this time, but qualified for a regular staff position, the registered nurse would be eligible for a regular position if an opening exists.

Section 16.4 – During the term of this agreement, every nurse shall have a progress conversation with their Manager at approximately 90-days from date of hire and include a written appraisal at the end of the probationary period. Thereafter, appraisals will occur annually in the July – September timeframe, but no later than October 1. With the exception of probationary appraisal, individual appraisals will be subject to grievance and arbitration if the overall evaluation is “Needs Improvement or Unacceptable.” Registered nurses will have access to their personnel file as provided by the law and per Hospital policy. The registered nurse will receive a copy of all appraisals.

Section 16.5 - Appraisals will be discussed with the nurse in a private conference, away from the work area and relieved of patient care responsibilities. The registered nurse will have an opportunity to insert into an appraisal any comment about the appraisal or the work situation. The registered nurse will acknowledge the appraisal by signature, to indicate only that it has been reviewed and not necessarily agreed with.

Section 16.6 – Time, not less than thirty (30) minutes, for review of M.N.A. contract by the unit representative with the newly hired registered nurse will be scheduled during orientation.

## **ARTICLE 17 - EDUCATION**

Section 17.1 – The primary responsibility for education rests with each individual registered nurse. Registered nurses are required, during the evaluation process, to communicate their suggestions and requests with regard to educational topics to be covered to their department manager or designee.

Section 17.2 – The responsibility will be shared by the Hospital and registered nurses, with the Hospital making every effort to budget funds for financial assistance for educational opportunities. A registered nurse who is interested in an educational opportunity will notify their manager/designee. Expense allowance may also be granted at the discretion of the manager/designee.

Section 17.3 - Any registered nurse who attends approved meetings/training shall be paid for all time while in actual meetings/training according to established Hospital policy (HR806). Any registered nurse requested by the Hospital to present at meetings/training shall be paid for attendance, preparation and presentation in an amount mutually agreed upon between the registered nurse and the Hospital. Any registered nurse in a probation period is not eligible for external education unless specifically approved by the Chief Nursing Officer or designee.

Section 17.4 - An annual amount equal to \$500 per Association Nurse FTE will be budgeted for professional nursing development for the membership. Upon successful completion of their probationary period, registered nurses will be eligible to apply for education through this fund. Each nurse will complete the Travel/Expense Reimbursement request form to make one of these requests. The Department Manager or Chief Nursing Officer will decide on the education request based on funds, staffing and educational needs of the department, requests made that are within the annual budgeted amount will not be unreasonably denied. Provided, however, that no individual registered nurse shall be entitled to more than \$1,000 towards development per year. A copy will be made available to the Local Association President by request.

17.4 (a) For professional development in nursing, the hospital will grant three (3) days of leave per calendar year to attend Montana Nurse's Association continuing education professional workshops. The leave must be submitted in writing to the Hospital twenty-one (21) days in advance.

Section 17.5 - In-service education programs shall be made available on a continuing basis. New procedures and equipment will be covered by in-service before being implemented or used. Registered nurses must be notified at least four weeks in advance for any mandatory in-service education that extends beyond thirty (30) minutes and cannot be completed within a registered nurse's scheduled shift or at scheduled staff meetings. All emergent, mandatory educational needs will be discussed at the following PCC. It is the responsibility of all registered nurses covered by this agreement to attend appropriate in-service programs. If the registered nurse elects to sign up and/or register for in-service programs, and fails to attend without 24-hour notice, it may result in being ineligible for elective in-service programs for three (3) months. A minimum of twelve (12) hours of in-service per year shall be made available to the nursing department. In-service and workshops of three (3) hours or more sponsored by the Hospital may be submitted to the Association for Continuing Education Credit approval if applicable and requested by the registered nurse.

Section 17.6 - When approved by management, cross-training is encouraged and can occur as schedule allows.

**ARTICLE 18 - EARNED LEAVE**

Section 18.1 - Earned leave is paid time off. It is used by the Nurse for vacations, sick leave and holidays. The general rules for requesting EL are all requests for planned earned leave time must be made in writing one month in advance of the schedule being posted. EL requests shall be addressed individually and if denied, an explanation will be provided to the nurse. Any advance request for time off, whether paid or unpaid, is subject to approval by the Chief Nursing Officer or designee.

Section 18.2 - Accrual and Use: EL shall accrue based on years of eligible service according to the schedule set forth below. "Eligible service" shall be the registered nurse's length of continuous service since last date of hire as a full-time or regular part-time employee. PRN and temporary nurses do not accrue EL.

<b>Years of Service</b>	<b>Hours Accrued per Pay Period</b>
<b>Full Time:</b>	
<b>1-4 years</b>	<b>7.38 hours (24 days/year)</b>
<b>5-8 years</b>	<b>8.92 hours (29 days/year)</b>
<b>9+ years</b>	<b>10.46 hours (34 days/year)</b>
<b>Part Time:</b>	
<b>1-4 years</b>	<b>.092 hours per hour worked</b>
<b>5-8 years</b>	<b>.112 hours per hour worked</b>
<b>9+ years</b>	<b>.131 hours per hour worked</b>

Section 18.3 - A maximum of four hundred (400) hours EL may be accrued; if not used, accrued EL will be paid to the registered nurse upon termination in a lump sum. If EL accrued reaches 400 hours, more may not be accrued until a portion of accrued EL has been reduced by use and/or EL cash-out administered per the Hospital's HR policy addressing the Earned Leave benefit.

Section 18.4 - During the first ninety (90) days of employment, EL is accrued, but may not be used other than for Hospital designated holidays for which the registered nurse is required to miss work. EL will be computed from the first day of employment.

Section 18.5 - A registered nurse must claim EL if EL is available equal to the registered nurse's regularly scheduled weekly hours, except when placed on call, low census, or except in cases where, at the Hospital's request, s/he still works the originally scheduled number of hours in that work week. A registered nurse has the option of claiming EL for time requested to not work due to light workload/low census. (For a regularly scheduled work day that a registered nurse is put on call or off due to low census). This

EL pay is in addition to call pay. A Nurse also has the option of claiming EL for work missed due to an on-the-job injury for the first six scheduled working days and to supplement worker's compensation up to any difference in pay. It is the responsibility of the registered nurse to inform the Department Manager of the exercise of this supplement option. This EL pay is in addition to Workers' Compensation Benefits. Any of these options shall be approved by the Chief Nursing Officer or designee.

Section 18.6 – Registered nurses may voluntarily cash out up to forty (40) hours of EL per quarter. Registered nurses must declare their intention to cash out EL hours for the next calendar year using the EL Cash-out Form, in accordance with Cabinet Peaks Policy HR-604 revised date 9/X/2019. At the time of submitting the EL Cash-Out Form, nurses must have at least 100 hours of available EL hours in their bank at the time of the designated “cash out”.

#### **ARTICLE 19 - EXTENDED ILLNESS BANK**

Section 19.1 - EIB for each full-time registered nurse includes accrual of 48 hours per year accrued on a pay period basis, and for each part-time registered nurse accrual is based on a prorated basis according to the number of hours worked. PRN and temporary nurses do not accrue EIB. A maximum of 368 hours of EIB can be accumulated.

During the first ninety (90) days of employment, EIB does not accrue. Upon satisfactory completion of the Probationary period, EIB will be computed from the first day of employment.

Section 19.2 - EIB payment will be initiated on the registered nurse's third (3<sup>rd</sup>) scheduled working day of illness, or second (2<sup>nd</sup>) scheduled working day of hospitalization. If EIB hours are exhausted, the registered nurse must use available EL time for continued illness. At Human Resource's discretion, a physician's certificate may be required for use of EIB and/or return to work.

Section 19.3 - EIB Benefits will be paid only for scheduled work days missed. EIB pay does not apply to situations involving Workers' Compensation. There shall be a requirement of a doctor's certificate for use of EIB. EIB Benefits are only applicable to consecutive days of illness or hospitalization.

Section 19.4 - Accumulated EIB Benefits are not convertible to cash bonus or severance pay upon termination. Registered nurses do not accrue earned leave while on EIB or LTD.

Section 19.5 - Leaves of absence that qualify for FMLA shall be pursuant to the Family Medical Leave Act.

## **ARTICLE 20 - HEALTH AND WELFARE SERVICES**

Section 20.1 - All registered nurses shall complete a functional job evaluation, which will be done at the Hospital's expense. The following screening questionnaire/tests may be completed prior to orientation: TB screening, PPD or chest x-ray as appropriate, rubella titer with immunization, and color-blind test as needed. Also available, to registered nurses working in high risk areas, is Hepatitis B immunization.

Section 20.2 - If a registered nurse has been exposed to an infectious or contagious disease on the job, the registered nurse shall complete the procedure for reporting and responding to an employee injury. If an examination is necessary, it will be provided through the ED or Walk-In Clinic following the employee injury without charge to the registered nurse.

Section 20.3 - On the Job Injuries: All registered nurses shall be covered by Workers' Compensation insurance carried by the Hospital for the protection of the registered nurses. Injuries at work, must be reported within two hours to the Supervisor by the filing of an Employee Injury Report as outlined in Hospital policy/procedures.

Section 20.4 - Health Insurance: At the first of the month following the date of hire, regular full-time and part-time registered nurses will be eligible for coverage under Cabinet Peaks Medical Center Employee Health Benefit Plan. Cabinet Peaks Medical Center will provide registered nurses with the same health benefit coverage and the same employer bi-weekly contribution as provided to all other hospital employees.

Section 20.5 - Long-Term Disability Insurance: Eligible registered nurses may participate in the Long-Term Disability Insurance plan provided by the Hospital. This plan is provided at the Hospital's discretion and may be amended without changes to this Agreement.

## **ARTICLE 21 - UNPAID LEAVES**

Note: Any absence/leave which qualifies under the Family & Medical Leave Act (FMLA) will be handled per Hospital policies/procedures for those types of absences/leaves. FMLA may include paid and unpaid absence/leave, and can be used for personal illnesses, illnesses of family members, or the birth or adoption of a child as well as military caregiver leave and qualifying exigency leave for families of military members. Any absence for pregnancy will comply with Montana and Federal pregnancy leave laws.

Section 21.1 – A personal leave of absence is any unpaid, excused absence other than FMLA which exceeds five (5) scheduled working days and occurs after EL benefits and/or EIB benefits are exhausted, except where otherwise provided herein.



Section 21.2 – Reemployment after a personal leave of absence depends on the employment conditions in the Hospital at the time. The Hospital cannot guarantee the registered nurse’s original position will be held for the registered nurse during leave of absence; however, efforts will be made to place the registered nurse in an equivalent position. If no openings exist when the registered nurse is able to return to work, the registered nurse will be given preferential consideration as openings occur. There is no guarantee of status or shift preference.

Section 21.3 – Registered nurses covered by this Agreement shall have the right to make application for personal leaves of absence for justifiable reasons not to exceed ninety (90) days. The Hospital will give consideration to the circumstances of each application.

Section 21.4 – All leaves of absence shall be requested in writing and approval or rejection shall be in writing.

Section 21.5 – Seniority shall be retained during leaves of absence and seniority and fringe benefits will be credited if required by State and Federal Law.

Section 21.6 - While on unpaid personal leave of absence, the registered nurse must pay the premium for any hospital insurance program in which enrolled by following standard COBRA procedures. Because premiums must be paid by the Hospital by the first of the month, the registered nurse must make the premium payment by the fifteenth (15th) of the preceding month. Failure to make payment of the premium by the fifteenth (15th) of the preceding month for which coverage is desired will result in cancellation of the insurance coverage.

Section 21.7 - Failure to return to work from a personal 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 personal leave beyond the original date of expiration shall be at the discretion of the Chief Nursing Officer or designee.

## **ARTICLE 22 - BEREAVEMENT LEAVE**

The Hospital will grant five (5) days of paid leave following the death of a spouse, child, step-child or significant other. The Hospital will grant three (3) days of paid leave following the death of mother, father, step-mother or step-father, sister, brother, step-sister or brother, grandparent, mother or father-in-law, or brother or sister-in-law. Bereavement Leave must be taken within six (6) months of the death unless by mutual agreement between the registered nurse and the Hospital. Leave will be with pay for the hours the nurse is scheduled to work during the bereavement leave period (five days or three days as applicable), but the time will not be considered as time worked for the purpose of overtime.

## **ARTICLE 23 - RETIREMENT**

Section 23.1 – The Hospital will make contributions to the registered nurses’ Personal Retirement Plan per the terms outlined in the Summary Plan Description. After one year of service, the Hospital will contribute two percent (2%) of the nurses’ gross wages each year.

Section 23.2 - Any eligible registered nurse may also contribute to the Plan. The Hospital will match the individual contributions up to an additional three percent (3%) of the nurse's gross wage each year following one year of eligible service.

Section 23.3 - The vesting schedule, eligibility requirements, and other details of this plan are outlined in the Summary Plan Description, and are available to all employees.

## **ARTICLE 24 – DIFFERENTIALS AND PREMIUM PAY**

Section 24.1 - Shift differentials are as follows:

- A. Day Shift: The hours between 6:45 a.m. and 7:15 p.m. The majority of the worked hours must fall between these hours. There is no differential for working the day shift.
- B. Night Shift: The hours between 6:45 p.m. and 7:15 a.m. with a start time after 5 p.m. In order to qualify for night shift differential, the majority of hours worked must fall within this window. Night shift differential is \$3.00 per hour.
- C. ER staggered shift: ER staggered shift is defined as shifts scheduled 10am - 10pm. Registered nurses working ER staggered shift shall receive a differential of \$2.50 per hour for all hours worked after 6:45pm.
- D. Weekend Shift: The hours between 7 p.m. Friday to 7 p.m. Sunday. Registered nurses working Weekend Shifts shall receive a differential of \$0.75 per hour for all hours worked during the defined weekend.

Section 24.3 - Charge Nurse Differential: A differential of \$3.50 per hour is paid to a registered nurse for the hours worked as Charge Nurse.

Section 24.4 – Preceptor Differential: Registered nurses who are responsible for supervising a student, graduate RN, or orienting a newly hired RN shall receive an additional \$1.00 per hour for hours worked while precepting.

Section 24.5 –Call Pay: Registered nurses requested to take call will be compensated at the rate of \$4.00 per hour for up to nine (9) shifts per month, except registered nurses working in the OR, who will receive \$5.00 per hour of call for up to nine (9) shifts per month. Registered nurses who accept call shifts in excess of nine (9) shifts per month will be compensated at the rate of eight dollars (\$8.00) per hour, except nurses working

in the OR, who will receive ten dollars (\$10.00) per hour of call. A registered nurse who volunteers for an additional shift and is subsequently placed on low-census call for that shift will receive \$8.00 per hour for those hours on call. Any registered nurse asked to report to duty while on call status will be compensated a minimum of two (2) hours work or pay in lieu thereof and will be paid time and one-half (1 ½) for hours worked during the callback.

Notification of Low Census. Registered nurses will be notified a minimum of two (2) hours prior to their scheduled shift if they are being placed on low census that shift. Registered nurses shall keep the Hospital informed of their current contact information. The Hospital shall make, and document, the effort made to notify the registered nurse not to report as scheduled. A registered nurse reporting for work as scheduled without the Hospital attempting to make contact shall receive a minimum of two (2) hours work or pay in lieu thereof at the Hospital's discretion or the registered nurses may elect to return home without pay.

If a registered nurse is willing to accept other job assignments, including those in other departments of the Hospital, the registered nurse will not be required to take any more than 6 hours of low census call per pay period. For any low census call time which is taken by a registered nurse, the nurse can either utilize earned leave, or not utilize earned leave, to pay for the time away from work. If the financial impact of this offer to provide other job assignments exceeds \$20,000 in any one contract year, management reserves the right to modify or eliminate this offer.

Section 24.6 – Certification/Degree Differential: Any registered nurse who holds a Nursing Certification from a nationally-recognized nursing organization (i.e., AORN, OCN, ENA, AACCN, etc.) will receive \$1.00 per hour per certification to a maximum of three certifications. Certifications must be validated and approved by the Chief Nursing Officer or designee. If approved, the registered nurse is responsible for keeping the certification current and providing documentation to the Nurse Manager or Human Resources. Registered nurses with a BSN degree or higher will also receive a \$1.00 per hour differential for advanced education.

Section 24.7 - Transport: Transport pay is paid at the rate of time and one half the registered nurse's regular hourly rate and is considered time worked for the calculation of overtime wages.

Section 24.8 - Holiday Pay: Registered nurses who work the majority of their shift on one of the following Holidays shall be paid one and one-half (1½) times their regular base hourly rate for all hours worked on the given shift: New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, Christmas Day. The night shift following the day shift (not prior to it) is paid the Holiday premium rate (1 ½ times). This is regardless of start or stop times for the shift or duration of the shift (8, 10, 12, etc.).

For scheduling purposes, Christmas Eve and Christmas Day will be one holiday “block,” and New Year’s Eve and New Year’s Day will be another “block.” Registered nurses will be scheduled one block or the other on an alternating year schedule.

To be eligible for one and one-half (1½) times regular pay, the Registered nurse must work their scheduled shift prior to and their scheduled shift following the Holiday, unless excused by the Nurse’s request to the Chief Nursing Officer or designee, as well as work the Holiday. Holiday pay will be paid for all hours worked within the Holiday time as defined.

## **ARTICLE 25 – WAGES**

Section 25.1 - The regular straight time hourly rate of pay shall be according to the rates listed in Schedule A (see attached). Management reserves the right to increase the wage scale and differentials at any time during the course of the contract.

Progression from one step to the next shall require at least six (6) months of satisfactory performance in the first year of employment and one (1) year of satisfactory performance for each step thereafter. Advancement from one step to the next shall be made effective on the first pay period in October.

Credit may be given to new registered nurses for prior experience. This credit will be based one (1) credit for each year of recent, comparable, usable experience. Such experience shall mean clinical nursing experience in an acute care hospital. The Chief Nursing Officer, or designee, may adjust for experience which was not wholly qualified as “recent, comparable and usable.” Newly hired registered nurses shall not be placed on the wage scale higher than any currently employed registered nurse with like experience.

Section 25.2 - Wage increases for the life of this contract will adhere to the following parameters:

Year 1 (Effective 10/1/2022): Advancement from one step to the next will be granted and shall be effective on the first full pay period in October 2022. Base wages for Step 1 will increase by \$2.00 per hour, with other steps increasing by 2%, as shown in Schedule A.

Registered nurses who have already reached the top step before their anniversary date (and thus will not be receiving a step increase) will be paid a longevity bonus on the first pay-period in October, calculated at two percent (2%) for October 2022, two percent (2%) for October of 2023, and two percent (2%) for October of 2024 of their gross wages during the preceding twelve (12) months. This bonus will only be paid during the term of this Agreement.

Year 2 (Effective 10/1/2023): Advancement from one step to the next will be granted and shall be effective on the first full pay period in October 2023. Base wages will increase by 2%, as shown in Schedule A.

Year 3 (Effective 10/1/2021): . Advancement from one step to the next will be granted and shall be effective on the first full pay period in October 2024. Base wages will increase by 2%, as shown in Schedule A.

## **ARTICLE 26 – PROTECTION FROM VIOLENCE**

Section 26.1 - The Hospital and Association agree that violent behavior or threats of violence, either implied or direct will not be tolerated. Any violent incident or threat of workplace violence shall be handled in accordance with Cabinet Peaks Medical Center Workplace Violence Prevention policy HR-308 Revised Date 07/09/15.

Section 26.2 - The hospital shall provide education on Workplace Violence Prevention to all nurses covered by this agreement, including but not limited to in-person de-escalation training and in-person training focused on management of aggressive or violent behaviors.

Section 26.3 - The Hospital and its employees share in the responsibility to identify and report violent events to police promptly.

Section 26.4 - In the event that a registered nurse is injured in an act of workplace violence or witnesses an employee injured in an act of workplace violence, the Hospital will conduct a private meeting to offer support that is available. To the extent that said registered nurse is eligible for Workers Compensation coverage, their benefits will be in-line with Workers Compensation statutes. The Hospital will ensure necessary accommodations, if needed, so the registered nurse or any registered nurse in witness of workplace violence may attend up to six (6) counseling sessions through the Employee Assistance Program at no cost to the registered nurse.

26.5 – The Hospital shall develop a trained safety response team for quick response to escalated individuals or groups, violent behavior, and/or threats of violent behavior.

**ARTICLE 27 - TERM OF AGREEMENT**

Section 27.1 - This Agreement shall be effective on the 1<sup>st</sup> day of October, 2022 and shall continue in effect until the 30<sup>th</sup> day of September, 2025 This Agreement shall remain in effect from year to year, unless one of the parties hereto shall serve notice in writing upon the other party hereto of an intent to modify or terminate not less than ninety (90) days prior to the expiration date or any anniversary thereafter. If such notice is served by either party hereto, this Agreement shall terminate upon its expiration date. This Agreement may be amended by mutual agreement between the Association and the Hospital provided such amendment is reduced to writing, attached to and made a part hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first herein above witness.

**CABINET PEAKS MEDICAL CENTER**

DocuSigned by:  
*Todd Greenfield*  
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DocuSigned by:  
*Tonya Teegardin*  
4363382FDAD4E1...

DocuSigned by:  
*Kimberly Compton*  
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DocuSigned by:  
*Andre Melan*  
C25C50FB9E2949T...

**MONTANA NURSES ASSOCIATION**

DocuSigned by:  
*Jessica L. Bebe*  
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DocuSigned by:  
*Courtney Wilkonski*  
909A0A5E6F4C433...

DocuSigned by:  
*[Signature]*  
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DocuSigned by:  
*Leslie Shepherd, BSM, RN*  
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## SCHEDULE A

### Association Registered Nurse Contract Wage Scale

	Effective October 1, 2022	Effective October 1, 2023	Effective October 1, 2024
	\$2.00	2%	2%
1	29.07	29.65	30.24
2	29.65	30.24	30.85
3	30.24	30.85	31.47
4	30.85	31.47	32.1
5	31.47	32.1	32.74
6	32.1	32.74	33.39
7	32.74	33.39	34.06
8	33.39	34.06	34.74
9	34.06	34.74	35.44
10	34.74	35.44	36.14
11	35.44	36.14	36.87
12	36.14	36.87	37.61
13	36.87	37.61	38.36
14	37.61	38.36	39.12
15	38.36	39.12	39.91
16	39.12	39.91	40.71
17	39.91	40.71	41.52
18	40.71	41.52	42.35
19	41.52	42.35	43.2
20	42.35	43.2	44.06

## **Recognition Bonus Addendum**

In gratitude for the professionalism and dedication of our registered nurses, and to help address ongoing staffing challenges, the Hospital shall pay recognition bonus to eligible employees:

- \$1000 Recognition Bonus for Full-Time Bargaining Unit Nurses –to be paid the first full pay period in December of 2022. To be eligible, registered nurses must be an employee in good standing and have worked for the Hospital at least 180 days from the date of the payout.
- The \$1000 Recognition Bonus for Part-Time and PRN Bargaining Unit Nurses, prorated based on actual hours worked over the last 12 months – to be paid the first full pay period in December of 2022. To be eligible, registered nurses must be an employee good standing who have worked for the Hospital for at least 180 days from the date of the payout.
- For the purposes of this addendum, the term in good standing shall mean nurses who are not in an active work improvement plan and who have received satisfactory rating on their last evaluation.







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