

**COLLECTIVE BARGAINING AGREEMENT**

Between

**Montana Nurses Association**

And

**Bozeman Health Deaconess Hospital, Bozeman, Montana**

**On Behalf of MNA Local Unit #4**

**May 1, 2023**

Through

**April 30, 2025**

<b>ARTICLE NUMBER</b>	<b>TITLE</b>	<b>PAGE NUMBER</b>
<u>ARTICLE 1</u>	<u>RECOGNITION/SCOPE</u>	1
<u>ARTICLE 2</u>	<u>ASSOCIATION MEMBERSHIP</u>	2
<u>ARTICLE 3</u>	<u>REGISTERED NURSE STATUS</u>	3
<u>ARTICLE 4</u>	<u>PROFESSIONAL RESPONSIBILITIES</u>	4
<u>ARTICLE 5</u>	<u>PROFESSIONAL RIGHTS</u>	5
<u>ARTICLE 6</u>	<u>MANAGEMENT RIGHTS</u>	6
<u>ARTICLE 7</u>	<u>CONDITIONS OF EMPLOYMENT/HOURS OF WORK</u>	7
<u>ARTICLE 8</u>	<u>PAY RULES</u>	10
<u>ARTICLE 9</u>	<u>CALL/CALL BACK</u>	10
<u>ARTICLE 10</u>	<u>LOW CENSUS</u>	11
<u>ARTICLE 11</u>	<u>ORIENTATION/EVALUATION</u>	13
<u>ARTICLE 12</u>	<u>RETIREMENT PLAN</u>	14
<u>ARTICLE 13</u>	<u>SENIORITY</u>	14
<u>ARTICLE 14</u>	<u>JOB BIDDING</u>	14
<u>ARTICLE 15</u>	<u>WAGES</u>	15
<u>ARTICLE 16</u>	<u>DISCIPLINE AND DISCHARGE</u>	15
<u>ARTICLE 17</u>	<u>EARNED TIME PLAN/HOLIDAYS</u>	17
<u>ARTICLE 18</u>	<u>HEALTH AND WELFARE BENEFITS</u> <u>(Medical/EMBH/Jury/Bereavement)</u>	19
<u>ARTICLE 19</u>	<u>WORKERS COMP</u>	21

<u>ARTICLE 20</u>	<u>LEAVES</u>	21
<u>ARTICLE 21</u>	<u>EDUCATION/PROFESSIONAL DEVELOPMENT</u>	23
<u>ARTICLE 22</u>	<u>REGISTERED NURSE SAFETY</u>	25
<u>ARTICLE 23</u>	<u>RESPONSIBILITY FOR WASTE</u>	25
<u>ARTICLE 24</u>	<u>NURSES FACILITY</u>	25
<u>ARTICLE 25</u>	<u>PROFESSIONAL CONFERENCE COMMITTEE</u>	26
<u>ARTICLE 26</u>	<u>NO STRIKE/NO LOCKOUT</u>	26
<u>ARTICLE 27</u>	<u>GRIEVANCE AND ARBITRATION</u>	27
<u>ARTICLE 28</u>	<u>EFFECT OF LEGISLATION - SEPERABILITY</u>	29
<u>ARTICLE 29</u>	<u>CONTRACT MINIMUMS</u>	29
<u>ARTICLE 30</u>	<u>TERMS OF AGREEMENT</u>	29
<u>APPENDIX A</u>	<u>DIFFERENTIALS/PREMIUM PAY</u>	32
<u>APPENDIX B</u>	<u>WAGES</u>	33
<u>APPENDIX C</u>	<u>JOB SHARE</u>	38
<u>APPENDIX D</u>	<u>CATH LAB REGISTERED NURSE SALARY CALCULATIONS</u>	39

## **AGREEMENT**

Through this Collective Bargaining Agreement (“Agreement”), Bozeman Health Deaconess Hospital, Bozeman, Montana (herein Hospital), and Montana Nurses Association (herein Association) have agreed as follows:

### **Article 1. RECOGNITION – SCOPE**

- A. The Hospital hereby recognizes the Association as the exclusive bargaining agent representing all Registered Nurse employees in nursing service at its hospital in Bozeman Montana. Excluding all office, clerical, confidential employees, guards, and supervisors as defined by the Labor Management Relations Act, and Administrative, executive and all other employees.
- B. It is the right, privilege and responsibility of the professional nurse through representation and clearly enunciated democratic means to raise a responsible voice in establishing mutually satisfactory conditions of employment. The parties hereto recognize the basic function of the Hospital is to provide care for the sick and injured and the basic purpose of the association is to advance standards of nursing practice to the end that better nursing care may be achieved
- C. Except as provided for in this Agreement, no Registered Nurse presently employed at the Hospital will receive a decrease in salary or a reduction of presently existing benefits.
- D. This contract comprises the full agreement between the parties hereto as to the matters herein contained. During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement, unless mutually agreed upon by the Hospital and Association. No pre-existing, concurrent or subsequent condition or agreement shall be effective to alter or modify any of the terms, covenants, or conditions herein contained unless such alterations or modifications shall be in writing between the Association and the Hospital.
- E. At the time of employment, a copy of this Agreement, provided by the Association, shall be given by the Hospital to each nurse. After a new contract has been negotiated, the Association will provide the Hospital with contract booklets within forty-five (45) days of receipt of the fully executed signature page and the newly-revised agreement in WORD format. A copy will also be posted in .pdf on the Bozeman Health intranet.
- F. For all hours scheduled in the bargaining unit, all Registered Nurses per Article 1 A of this Agreement shall be covered and work under the conditions of this Agreement.
- G. Members of the bargaining unit will be referred to in this Agreement as “Registered Nurse.” For the purpose of convenience, the Agreement will use the pronoun reference to a Registered Nurse as they/them/their.
- H. The Hospital agrees that it will abide by the provisions of all applicable Federal and State Laws and regulations regarding pregnancy and maternity leave.
- I. The Administration and the Association will endeavor to foster good relations between the Administration and the Registered Nursing staff.

**Article 2.     ASSOCIATION MEMBERSHIP**

- A. Any present or future Full or Part-Time Registered Nurse who is not an Association member and who does not make application for membership within ninety (90) days of hire or ninety days (90) from the signing of this contract shall, whichever is later, as a condition of employment, pay to the Association, a representation fee in an amount lawfully determined by the Association. Registered Nurses who fail to comply with this requirement shall be discharged by the Hospital within thirty (30) days after written notice to the Hospital from the Association. The Association agrees to indemnify and hold the Hospital harmless against any and all claims, suits, orders or judgments brought or issued against the Hospital as a result of any action taken by the Hospital under the provisions of this section. The Association security provisions of this section relate solely to dues and initiation fees uniformly and periodically required of all members of the Association.

Registered Nurses wishing to exercise their religious objector rights will be provided with the MNA policy and will be requested to present proof of having contributed an amount equivalent to annual dues, initiation or service fees to any non-religious charitable organization.

- B. Lists

Monthly, the Hospital will provide the Association with a list of all currently employed Registered Nurses including: name, address, phone, date of hire as a Registered Nurse, name of department/cost center, base wage and FTE.

- C. Dues Deduction

The Hospital, during the term of this agreement, agrees to deduct each month Association dues (excluding initiation fees, fines and assessments) from the pay of nurses who have authorized such deductions in writing. Authorization once filed shall be irrevocable for a period of one year from the date of the signature and such authorization shall be automatically renewed for a period of one year unless a written notice of revocation is given by the nurse or unless the term of the collective bargaining agreement has expired.

It is the Association's responsibility to provide nurses with the authorization form and to provide nurses with the information regarding the option to voluntarily withhold wages. The Hospital shall mail the Association the dues deduction within 5 days of the nurses' bi-weekly pay date.

The Association and each member authorizing the assignment of wages for the payment of dues hereby undertakes to indemnify and hold the Hospital harmless from all claims, demands, suits, and other forms of liability that may arise against the Hospital for or on account of any deduction made from the wages of such employee.

This hold harmless clause includes an agreement to pay reasonable attorneys' fees that may be associated with a dispute between the hospital, nurse and/or Association regarding the validity of a voluntary dues deduction authorization.

**Article 3. REGISTERED NURSE STATUS**

A Registered Nurses' year of employment shall be the anniversary of the Registered Nurses' date of hire.

This Agreement shall cover temporary, seasonal, PRN, full-time, and part-time Registered Nurses, including those in their probationary period, defined as follows:

- A. Probationary Period The probationary period for Registered Nurses shall be four (4) months provided, the Hospital shall have the right to extend the probationary period to six (6) months based upon the Registered Nurse's performance.
- B. Full-Time A Full-Time Registered Nurse shall be defined as one whose position requires 72 scheduled hours or greater per pay-period or a Registered Nurse whose position of 64 scheduled hours or greater a pay-period with a scheduled call expectation of no less than one night a pay-period and one weekend a month.
- C. Part-time A Part-time Registered Nurse shall be defined as one whose position requires minimum of 32 but less than 72 scheduled hours per pay-period or a minimum of 24 but less than 72 scheduled hours with a scheduled call expectation of no less than one night a pay-period and one weekend a month.
- D. Temporary A Registered Nurse shall be defined as one who works for a specific period of time to temporarily fill a position. Registered Nurses awarded a temporary position shall not terminate their previous position. Registered Nurses who take temporary positions that qualify them as full time or part time Registered Nurses will be eligible for health insurance.
- E. PRN A PRN Registered Nurse is a Registered Nurse who works on an as needed basis on a single unit or in multiple areas of the Hospital but does not hold a regular status position with the Hospital. A PRN Registered Nurse will receive wages as set forth in Appendix B of this Agreement.
  - i. PRN Guidelines: Hospital agrees to collaborate within PCC for any changes to PRN guidelines.
  - ii. Utilization of PRN shall be governed by the PRN Staff Guidelines established by the Hospital. If the Hospital makes changes in said Guidelines that establish significant changes in working conditions for such nurses, the Hospital will meet with the Association via Professional Conference Committee to allow for dialog about these proposed changes and allow the Association to communicate with those nurses involved about the proposed changes.
- F. Seasonal: The intention of a seasonal Registered Nurse is someone who remains clinically competent and is able to provide staffing support during a specific time frame in their primary department or unit. A Seasonal Registered Nurse will be oriented to their primary department related to new protocols and or procedures, if the Registered Nurse and the hiring manager agree orientation is required. Orientation will not be included as shifts worked during the specified season. During the first quarter of the calendar year, the hiring manager and Seasonal Registered Nurse will identify and commit to writing, the *season* or *seasons* that the Registered Nurse will be available.

Seasonal Registered Nurses must work all shifts and all days of the week, based on the needs of the department or unit. A *season* shall be defined as a period of the nurses' choosing, between two (2) to twelve (12) weeks in which a Registered Nurse is committed to work six (6) shifts. Once the seasonal requirement has been identified, the seasonal Registered Nurse may work additional shifts throughout the year as available, however, not in lieu of their *season*. Seasonal Registered Nurses will maintain their life service hours, base wage of pay, differentials and other accrued benefits.

- G. Team Leader A Team Leader is a Registered Nurse who fulfills the role as defined by the Hospital for each individual department and shifts in which Team Leader exists now or in the future. Team Leader shall receive a differential per hour when fulfilling the role as Team Leader (see Appendix A). Team Leaders will be offered the opportunity to rotate to take patient assignments to promote nurse wellbeing.
- H. Preceptors A Preceptor shall be defined as a Registered Nurse that is assigned to assist in the orientation process of newly hired Registered Nurses and nursing students. These Registered Nurses shall be active in the establishment of the orientation process for their individual departments. Registered Nurse preceptors will be paid a differential for each hour worked while working as a preceptor (see Appendix A). During the shifts that the preceptor is assigned to the newly hired Registered Nurse, that preceptor is exempt from low census call and floating for a period of up to eight (8) weeks. During the shifts the preceptor is assigned a nursing student, the Registered Nurse will be exempt from low census call and will only be floated dependent on the needs of the department and taking into consideration the educational needs of the nursing student. Registered Nurses should notify their nursing leader when a break is needed from precepting to promote nurse wellbeing. The preceptor and the nurse leader will collaborate to determine the time frame to balance the needs of the unit and other Registered Nurses.
- I. Call Expectation A Registered Nurse may be required to take call as defined by their position and department schedule requirements and FTE requirements as defined in Article 3.
- J. Nurses Who Join Positions Nurses who hold more than one (1) regularly scheduled part-time position shall have a status of the part-time positions added together. A nurse may hold no more than one (1) part-time position requiring weekend rotation unless agreed by mutual consent, thereby waiving the extra weekend premium pay for regularly scheduled shifts.
- K. Job Share The Job Share Language Policy and letter of agreement is located in Appendix C of this agreement.

#### **Article 4. PROFESSIONAL RESPONSIBILITIES**

- A. The Hospital will not require a Registered Nurse to function in a position or perform tasks that the nurse has not been oriented to perform. Registered Nurses covered by this Agreement will not be required to participate in any activity that is illegal or is generally accepted as being unethical per the ANA Code for Nurses. The Registered Nurse will make every effort to get the situation corrected through the chain of command. Should corrective action be impossible through the chain of command, the Registered Nurse may refuse to participate in the illegal or unethical act pending action by the Hospital and have full recourse through the grievance procedure, provided however, that nothing herein shall be construed to permit a

- Registered Nurse to interfere with or obstruct the administration of the procedure or treatment to which objection is made.
- B. The Registered Nurse shall act to safeguard the patient when the patient's care and safety are affected. To that end the Registered Nurse assumes an obligation to report, through the proper channels, facts known to the Registered Nurse regarding the incompetent, unethical or illegal practice of any licensed health care professional.
  - C. Dress Code The Hospital reserves the right to determine the appropriateness of the style of uniforms or grooming.
  - D. The Hospital promotes safe and effective nursing practice in the interest of protecting public health and welfare. The Hospital recognizes the professional responsibility of Registered Nurses to accept or decline overtime assignments based on their self-assessment of ability to provide safe care.
  - E. The Hospital and Registered Nurses agree to promote a healthy work environment that enhances the Bozeman Health mission, vision, values, and code of conduct. The Hospital is committed to promoting a healthy work environment and safe staffing for nurses and patients. Registered Nurses covered under this Agreement are encouraged to bring evidence-based practices and research pertaining to a healthy work environment and safe staffing issues to the Professional Conference Committee (PCC) to collaborate about information dissemination and/or possible implementation. The purpose is to work collaboratively to enable encourage Registered Nurses to provide the highest standards of compassionate patient care while being fulfilled at work and simultaneously minimizing moral distress and workplace violence. Conduct between staff at the Hospital is governed by Bozeman Health policies as found on the Human Resources page of the Hospital intranet.
  - F. The Hospital recognizes the value and significance of safe staffing in the delivery of high quality patient care and maintenance of nurse wellbeing. The Hospital and the Association commit to evaluating any staffing concerns during PCC and as needed. PCC may make a recommendation to form a collaborative work- group for a specific department or unit, including Registered Nurses and nursing leadership.

**Article 5. PROFESSIONAL RIGHTS**

- A. The Registered Nurse will not be required to accept a temporary or permanent assignment to an area or department where a Registered Nurse has not been oriented to work.
- B. Floating
  - 1. Floating occurs when a Registered Nurse leaves their clinical area to assist in another area of the hospital. Registered Nurses who hold a secondary position are not considered to be floating when working in the secondary department.
  - 2. All Registered Nurses will be expected to float to other departments within the Hospital to assist with patient care in times of disaster, high census, LOA coverage, sick calls and/or other emergent situations. No Registered Nurse will be expected to take a patient assignment if they have not been oriented to the area.



3. A floated Registered Nurse will not replace core staff when low census call is required unless the core staff Registered Nurse agrees to take low census and allows the floated Registered Nurse to work in their place. Each Registered Nurse will receive adequate orientation so that they are comfortable in taking a full patient load in every department they could be floated to.
  4. The floated Registered Nurse will receive their regular pay plus appropriate differentials in addition to a floating differential each hour worked while floating (see Appendix A). Registered Nurses employed over fifteen (15) years at the Hospital may opt out of floating. In the circumstance of a critical need such Registered Nurse may agree to float on a case by case basis.
- C. For the protection of patients, Registered Nurses, and the Hospital, Registered Nurses must have adequate orientation before assignment to active participation on a nursing team. The Hospital shall be responsible for seeing that adequate orientation is provided before assignment to a nursing position or a position on a nursing team. The Hospital shall determine the extent and content of orientation based upon the Registered Nurses' prior training, experience, and demonstration of acquired skills and knowledge.
  - D. As a general rule, the Hospital will employ other personnel to clean patient units; transport drugs, equipment, and patients; pick up lab slips, and clean and sterilize equipment. However, there may be occasional situations, which require Registered Nurses to complete "non-nursing" tasks. The Nurse Manager or house supervisor will determine when exceptions are necessary.
  - E. If a Registered Nurse wishes to raise a matter relating to a particular staffing situation, they may do so by first verbally contacting the Nurse Manager or designee, and if necessary may take the situation to the next person in the chain of command, including and up to the Hospital Administrator. The Hospital's staffing system or the implementation thereof shall be a proper subject for review, discussion, and written recommendation by the Professional Conference Committee to the Hospital. The Hospital Administrator shall respond through the Professional Conference Committee. This shall not be an appropriate subject for grievance and arbitration hereunder. Nothing in this article shall prohibit or limit union speech. Registered Nurses are encouraged to document their path through the chain of command to address nursing assignments.

**Article 6.     MANAGEMENT RIGHTS**

Except as abridged by this Agreement, the Hospital has the exclusive duty and right to manage the Hospital to determine the quality and quantity of patient care, to manage the business and to schedule work, including but not limited to, the sole right to the following

- A. Hire, discipline, discharge, layoff, assign, promote and evaluate Registered Nurse performance, and to determine or change the starting and quitting time and number of hours worked.
- B. Create, deliver and implement, policy and procedure.
- C. Assign duties to the work force.

- D. Reorganize, discontinue, or enlarge any department or division.
- E. Transfer Registered Nurses within departments or to other departments, to other classifications, and to other shifts.
- F. Introduce new or improved methods or facilities.
- G. Reclassify positions and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Hospital prior to the execution of this Agreement.
- H. The foregoing management rights shall not be deemed to exclude other functions not specifically identified. The Hospital retains all rights not specifically covered by this Agreement.
- I. The Association, on behalf of its members, agrees to cooperate with the Hospital to attain and maintain full efficiency and maximum patient care. The Hospital recognizes and agrees to receive and consider constructive suggestions submitted through the Professional Conference Committee toward these objections.
- J. In the event economic or practical considerations justify the contracting out of any of its operations, the Hospital agrees to notify the Association as early as reasonably possible, but no less than sixty (60) days prior to the date the contract becomes effective, of the nature of the work to be so contracted, the number of Registered Nurses affected and the name and address of the contractor. The Hospital agrees to meet and discuss with the Association the impact of any such subcontract. The Hospital agrees to meet and discuss with the Association the impact of any such subcontract. The Hospital further agrees to use its utmost influence to see that the contractor hires those Registered Nurses affected by the contracting.

**Article 7.     CONDITIONS OF EMPLOYMENT - HOURS OF WORK**

- A. Payday shall be every two (2) weeks.
- B. The pay period shall consist of fourteen (14) days beginning at 7:00 a.m. on Sunday and ending at 7:00 a.m. on the second following Sunday.
- C. Any shift worked between 1900 Friday through 0700 Monday shall qualify as a shift fulfilling weekend obligations. See appendix A for shift differential pay.
- D. Shift definition of name or starting time may be changed by mutual agreement between the Hospital and individual Registered Nurse as needed per individual departments.
- E. Each Registered Nurse shall have an established position description to include shift definition of Registered Nurse, hours of work, start and end time; it shall be considered their bid card. A position description, once established and filled by a Registered Nurse may not be changed except upon mutual agreement. A copy of all position descriptions a Registered Nurse has been granted or said changes made to position descriptions will be kept in each individual Registered Nurses' file.
- F. Each shift with five (5) or greater worked hours shall include a thirty (30) minute non-paid meal break at a reasonable point during the shift. If a Registered Nurse is interrupted during their meal break or misses their meal break, this shall be considered time worked.
- G. There shall be no scheduled split shifts, though Registered Nurses may volunteer to work partial shifts.
- H. All Registered Nurses on 8 hour shifts shall have a 15-minute break for each four (4) hours worked, workload allows. All nurses on 10 and 12 hour shifts shall have two (2) fifteen (15) minute breaks when workload allows.

- I. If a Registered Nurse is scheduled to work every other weekend and is asked by the Hospital to work their full weekend off between normally scheduled weekends, they will receive time and one-half (1 ½) during the third weekend of which they are scheduled. A full weekend is defined as working two (2) complete shifts between 1900 on Friday and 0700 on Monday. PRN Registered Nurses who are requested by the Hospital to work two (2) full weekends in a row shall be paid time and one-half (1 ½) for the second full weekend.
- J. Rest Periods and Associated Premium Pays
  - a. A regular part-time or regular full-time Registered Nurse working seven (7) consecutive days cannot be scheduled for another forty-seven (47) hours. Each Registered Nurse shall have an unbroken rest period of at least eleven (11) hours between shifts and at least twenty-four (24) hours between shifts when a Registered Nurse is off a single day.
  - b. Regular full-time or regular part-time Registered Nurses will not be assigned more than two (2) different shifts within any scheduled workweek. Regular full-time nurses scheduled on a night shift may not be rotated in any one scheduled workweek.
  - c. The provisions of Section J)a) and J)b) may be altered by mutual agreement in writing between the Hospital and the Registered Nurse.
  - d. Limited Rest guideline in non-call back situations
    - i. A Registered Nurse who is asked to return to work with less than a ten (10) consecutive hours of rest will be paid at time and one-half their base rate of pay, unless the Registered Nurse would be in a double time situation, plus any applicable differentials.
    - ii. If a Registered Nurse has elected to change a shift that may result in a limited rest period, this language does not apply.
- K. The Hospital will post a minimum of a four (4) week confirmed written schedule, a minimum of two (2) weeks prior to the first workday contained therein, as follows:
  - a. The cyclic schedule shall be the basis for work schedule preparation and may include call shifts.
  - b. Special requests for scheduled off duty time shall be made in writing to the appropriate Nurse Manager.
  - c. Requests for Earned Time and other off duty absences relating to the next schedule are to be made a minimum of seven (7) days in advance of the posting of the confirmed schedule. If the request is not made seven (7) days in advance of the posting of the work schedule, the granting of such request will be dependent upon the nurse's arrangement of a replacement pursuant to Section L below.
    - i. Once requests are granted they will not be changed except by mutual agreement.
    - ii. Time off requests that require advanced scheduling for time off will be made at least 1 month in advance of the posting of the schedule.
    - iii. The Hospital will respond to each request as soon as possible to determine that the request can be granted based upon the foregoing criteria.
    - iv. If the request includes future travel, the manager will work with that nurse to determine whether the request can be granted.
    - v. Time off will be granted after looking at the needs of the department including the needs of the department based on the experience of the nurses, date of request, evaluation of other earned time requests,

availability of earned time and the time requested off and granted in prior years. If all of the prior is equal, seniority will rule.

- vi. Positioned Registered Nurses will be asked prior to PRN Registered Nurses for unfilled shifts only if such offer does not result in overtime. Once the schedule is posted any Registered Nurse may be asked to work.
- L. A Registered Nurse may, with prior written approval of the appropriate Registered Nurse Manager/House Supervisor, trade or otherwise arrange off duty time with another Registered Nurse, such request will not be unreasonably denied, provided
    - a. Each Registered Nurse submits to the Nurse Manager/House Supervisor, a written statement reflecting the day(s) each will work (any replacement coverage must first be authorized by the Nurse Manager/House Supervisor).
    - b. Nurse Managers/House Supervisors will assist Registered Nurses in locating replacements by making available the names of oriented replacements, but the ultimate responsibility of arranging replacements shall be the Registered Nurse's.
    - c. Such trade of days does not result in overtime for either nurse.
    - d. Trades may not take place until after the schedule is posted.
  - M. Positioned Registered Nurses (Registered Nurses with an FTE), who agree to work above their regularly scheduled FTE will be paid Extra Shift Pay, premium pay 1.5 or premium pay 2, per Appendix A and the definitions below:
    - a. Registered Nurses with an FTE of 0.3 and greater who pick up an additional shift above their FTE will be paid Extra Shift Pay. If the Registered Nurse is placed on low census or low census call during the same pay period, the Registered Nurse will still receive extra shift pay for the shift scheduled over the Registered Nurse's FTE.
    - b. Registered Nurses picking up shifts, as requested by the Hospital, with less than twenty-four (24) hours' notice will receive Premium Pay 1.5, paid at time and one half (1½) the hourly wage plus differentials for all hours worked. The Hospital may designate Premium Pay 1.5 with greater than twenty-four (24) hours' notice.
    - c. The Hospital may also designate shifts as Premium Pay 2, which will be paid at double-time (2x) the hourly wage plus differentials for all hours worked.
  - N. A Registered Nurse shall give the Hospital four (4) weeks written notice of intent to resign. Earned time days may not be used in lieu of the required four (4) week written termination notice. Registered Nurses who resign will receive their final check the payday of that current pay period unless they request their check within three (3) working days of their final workday. (Working days will be considered to be Monday through Friday, excluding holidays.) Except during probation, the Hospital will give the Registered Nurse three (3) weeks written notice prior to termination or three (3) weeks' pay in lieu thereof unless termination is for just cause.
  - O. Discharged Registered Nurses will receive their final check as required by state law.
  - P. Registered Nurses may engage in internal union affairs (e.g. Association elections, grievance processing, bargaining strategy) in non-work areas during non-work time. Registered Nurses may engage in Association conferences conducted or approved by the Hospital.

- a. Nothing in this article shall prohibit Registered Nurses from being able to exercise their rights under the Section 7 of the National Labor Relations Act (NLRA) during working time.
- b. Registered Nurses are permitted to use Hospital email to communicate about working conditions and consistent with Bozeman Health policies.

**Article 8. Pay Rules**

Premium Pay

- A. Registered Nurses on all shifts regardless of shift length, are on a forty (40) hour work week. Overtime will be paid for all hours worked in excess of 40 hours in a work week. There shall be no duplication, pyramiding, or compounding of any premium pay (including overtime) wage payments. If more than one type of premium pay is applicable to a work day during the work week, the premium pay with the highest total compensation shall be used. Shifts will be completed within thirty (30) minutes of their shift length, for example, an eight (8) hour shift will be completed within thirty (30) minutes of their shift, with a thirty (30) minute meal break.
- B. Upon Hospital request for the Registered Nurse to extend their shift, Registered Nurses will receive Premium Pay 2 for the remaining consecutive patient care hours worked in excess of their shift.
- C. Nothing in this article shall be construed as an assurance to create eight (8), ten (10), or twelve (12) hour shifts.
- D. All hours including overtime will be paid as rounded to the nearest one-tenth (1/10) hours. The Association and the Hospital agree that overtime will be discouraged. The Registered Nurse will notify the Team Leader, the House Supervisor or nursing leadership when it becomes apparent that overtime will be or has been necessary. Consistent abuse of overtime or failure to notify supervisor could be cause for the Progressive Performance Improvement Process.
- E. Registered Nurses will be paid for attendance at meetings. Hours spent at meetings do not qualify for premium pay or differentials but may be eligible for overtime, as per this Article.

**Article 9. CALL AND CALL BACK DESCRIPTION**

- A. Call pay does not compound with worked hours (will NOT be paid concurrently).
- B. Regular call for areas other than Surgical Services, Radiology & Endoscopy: Regular call if a Registered Nurse is asked to take call they will be paid for each call hour requested.
  1. If the Registered Nurse is not regularly scheduled and is called into work they will be paid time and one-half (1 ½) of their base wage and will be guaranteed up to one hour of worked time for that shift.
  2. If the Registered Nurse was regularly scheduled, is placed on low census call and is called in at least one hour (1) PRIOR to the shift, the regular rate of pay will be paid. If the Registered Nurse is regularly scheduled, is placed on low census, and is called in less than one hour (1) prior to the shift they will be paid time and one-half (1 ½) callback pay.

3. If a Registered Nurse was placed on low census, not on call, and subsequently called into work, they will be paid time and one-half (1 ½) for all hours worked.
- C. Call and Call Back for Surgical Services, Endoscopy, Radiology
1. Call will be evenly distributed among all Registered Nurses. Evenly distributed means the number of call shifts required divided by the number of Registered Nurses taking call. The hours of call are determined by the Department Manager. PRN Registered Nurses will be expected to take one-half (½) the amount of call that positioned Registered Nurses are required to take. Registered Nurses and PRN Registered Nurses may pick up additional call if they desire.
  2. A Registered Nurse with 20 years or longer at the Hospital may request exemption from call per Hospital policy.
  3. For after-hours call in the OR there will be up to one (1) Registered Nurse per call team.
  4. Call back for Surgical Services, Radiology and Endoscopy will be paid at double time the Registered Nurse's base wage of pay. Call back minimum will be one hour.
  5. Rest Period
    - a. If a Registered Nurse works on call and is scheduled to work the next day, and will have less than eight (8) consecutive hours of rest between the end of the call worked hour and the start of their next shift, it is their responsibility to notify the house supervisor/department leadership for relief on that following shift.
    - b. If the Registered Nurse is requested by the Hospital to work without a rest period of eight (8) consecutive hours, they will be paid double time (2X) until the Registered Nurse is off.
    - c. Failure to follow the department protocol for notification of limited rest, shall result in loss of premium pay for that following shift.
    - d. A Registered Nurse who calls off their regularly scheduled shift due to limited rest is not required to use earned time to fulfill their obligation. If a nurse has been covered for time off after call, they may not refuse to take the day off. If a Registered Nurse chooses to work their regularly scheduled shift it will be paid at their base pay.

**Article 10. Low Census:**

- A. During periods of low patient census in a department, it may be necessary to reduce staff on a short-term temporary basis. It is the Hospital's desire to assign low census days off as equitably as possible while keeping an adequate number of Registered Nurses available with the qualifications necessary to accommodate the patient(s) in the Hospital. Assignment will be determined after the evaluation of the need to float to other departments/units and the evaluation of the expertise available in the requesting department. The strengths of core staff will be considered along with avoiding giving the most experienced staff low census when only newly hired or new graduate Registered Nurses would remain.
1. Low Census Benefit

- a. The Registered Nurse shall receive low census benefits for the hours scheduled. If the nurse elects to take earned time, low census benefits will not accrue. In order to receive low census benefits the Registered Nurse must record low census hours in the pay period the low census was taken.
2. Low Census Call
    - a. Occurs when the Hospital requests the Registered Nurse to take call rather than report for a regularly scheduled shift. A decision for low census call will be made no later than one (1) hour prior to the start of the shift. When the Hospital recalls a Registered Nurse, the Registered Nurse is expected to return to work and will be paid time and one half of the Registered Nurse's base wage for the remainder of the scheduled shift.
    - b. If a Registered Nurse is placed on call for a partial shift and is instructed to come in for a second part of the shift, those hours will be paid at base rate.
  3. Low Census Call Benefit
    - a. Registered Nurse shall receive call pay plus low census benefits until they are called in to work. The Registered Nurse must report to work as soon as possible after being called in, with a maximum report time of sixty (60) minutes.
  4. Hospital Responsibility
    - a. The Registered Nurse shall be called no less than one (1) hour in advance of the regularly scheduled shift. The Hospital shall attempt to reach the Registered Nurse by phone and may leave a message on the phone or with someone at the home. If the Hospital has made several attempts to reach the Registered Nurse as described above and the Registered Nurse reports to work, they may be sent home without compensation. If the Hospital does not attempt to reach the Registered Nurse and they report to work the Hospital must pay the Registered Nurse no less than four (4) hours at the hourly rate. The Hospital may ask the Registered Nurse to stay for the four (4) hours.
  5. Order of Assignment of Low Census:

Low census is assigned in the following order:

    - a. Volunteer Low Census
      - i. Registered Nurses in premium pay may volunteer first
      - ii. Registered Nurses that have worked in excess of 40 hours in a week
      - iii. By date of last low census
      - iv. Registered Nurses that have requested low census
    - b. Mandatory Low Census: When there are no volunteers and the Hospital needs to reduce staff on a short-term temporary basis, Mandatory Low Census shall be instituted in the following order:
      - i. Registered Nurses that have worked in excess of 40 hours in a week
      - ii. Registered Nurses that are receiving premium pay
      - iii. Registered Nurses that are receiving low census callback pay
      - iv. By date of last low census
  6. Order of assignment of low census in the Operating Room:

- a. Volunteer low census \*Manager discretion to move people to top of list for emergencies or doctor appointments
  - i. Permanent RNs who are post-call and worked the previous night
  - ii. Permanent RNs in premium pay
  - iii. Permanent RNs that is in excess of 40 hours in a week
  - iv. Permanent RN who is scheduled for first call shift the upcoming night
  - v. Additional permanent RNs volunteers according to daily staffing list, list determined by filling out LC request sheets or writing name on list
  - vi. Agency RN on daily staffing list
- b. No volunteers
  - i. RNs that have worked in excess of 40 hours in a week
  - ii. RNs receiving premium pay
  - iii. RNs receiving post-call pay

**B. Agency (Traveling) Nurses**

An agency nurse will be included in the low census rotation like other Registered Nurses. If the agency nurse declines call, they will work as supplemental staff which will be recorded in the low census rotation (e.g. given a call date) per unit practice.

**C. Negotiations**

During pay periods when representatives of the Local Unit are negotiating a contract, those Registered Nurses shall be exempt from assigned low census, should they desire. Registered Nurses may take low census time to participate in negotiations.

**D. PRN**

When a PRN Registered Nurse is given a low census day, this will continue to fulfill their obligation of hours worked for the Hospital.

**Article 11. ORIENTATION – EVALUATION**

- A. Newly hired Registered Nurses will be provided organizational and unit specific orientation per accreditation standards. Objective measures including but not limited to the orientation check list, job description and direct observation will be used in the determination of successful orientation.
- B. Newly hired Registered Nurses shall not be assigned to work in another area before completing their orientation, subject to exceptions provided in Article 5.
- C. Prior to having full nursing responsibilities, orientation to the Registered Nurses' home department must be completed. Registered Nurses who have not been released from orientation will not be included in the daily staffing assignment.
- D. Every Registered Nurse will have an informal evaluation during the orientation process with unit nursing leadership utilizing preceptor(s) feedback. The Registered Nurses' first formal evaluation will be at the end of the probationary period. Thereafter, evaluations will be conducted in alignment with the Hospital's annual evaluation schedule. The Registered Nurse or the Hospital will also have the right to request one additional evaluation each year. With the exception of probationary evaluations, individual evaluations will be subject to grievance and arbitration. Registered Nurses will have access to their personnel file.



- E. Time for review of the Agreement by a bargaining unit representative with the new Registered Nurse will be scheduled during orientation. The bargaining unit representative will not be paid for reviewing the Agreement.

**Article 12. RETIREMENT PLAN**

Registered Nurses who work at least 1,000 hours per year will be eligible to participate in retirement plan(s) that are made available to similarly situated employees who are not members of the Collective Bargaining Unit.

**Article 13. SENIORITY**

- A. Seniority is defined as the number of hours worked at the Hospital in a bargaining unit position.
- B. If ability and qualifications are approximately equal, seniority will prevail in promotions, transfers, lay-offs and recall from lay-offs.
- C. Registered Nurses who work within the Bozeman Health system in a non-bargaining unit position who previously worked in the bargaining unit without a break in employment and who re-enter the bargaining unit shall retain all seniority hours (earned) in the bargaining unit position for purposes of lay-off, recall from lay-off, job bidding and transfers.
- D. The hours worked by Registered Nurse in a non-bargaining unit position are included in the total life service hours within the Bozeman Health. Non-bargaining unit hours are not considered for bargaining unit: job bidding, job lay-offs, job recall, and transfer.
- E. A Registered Nurse shall have no seniority for the probationary period, but upon successful completion of the probationary period, seniority shall be retroactive to the date of hire.

Seniority shall be terminated when Registered Nurses:

- 1. Terminate voluntarily
- 2. Are discharged for just cause
- 3. Exceed an official leave of absence
- 4. Are absent for three (3) consecutive working days without properly notifying the Hospital, unless satisfactory excuse is shown
- 5. Fail to report for work after layoff within three (3) working days after being notified by certified letter at their last known address to do so, unless satisfactory excuse is shown
- 6. Is laid off for nine (9) consecutive months

**Article 14. JOB BIDDING**

- A. All job vacancies which require the services of a Registered Nurse shall be posted by the Hospital for seven (7) days on the job posting board and the Internet. It is the Registered Nurses' responsibility who is on vacation or a leave who are interested in changing positions, to leave contact information with their nurse manager so reasonable efforts can be made to contact all Registered Nurses who are interested in job bidding. During the seven (7) day period, any qualified nurse may bid on the position, but first preference will be given to current qualified bargaining unit Registered Nurses. After filling of vacancies, subsequent positions shall be posted four (4) days.

- B. When a position is posted, it will describe the shift, FTE status, hours, bargaining unit status, and make reference to the job description.
- C. Position openings will be posted at the time a Registered Nurse submits their resignation. Succeeding vacancies will be posted as they occur.
- D. If the Hospital determines that an opening will not be filled, a notice with a brief explanation will be reviewed in Professional Conference Committee.
- E. Unfilled positions shall be reposted and will be indicated as such.
- F. Upon notification of acceptance to a position, the Registered Nurse shall assume that position within six (6) weeks.
- G. Registered Nurses who desire to bid on a position in another area of the Hospital may request to cross train to that area to determine if the position is one that the Registered Nurse desires or may elect to bid on the position without first floating to that area.

Registered Nurses who apply for and are granted a position shall be provided with the necessary orientation per unit requirements. During the orientation period, the Registered Nurse and supervisor shall meet no less than monthly to discuss and document the successes and or deficiencies of the orientation. During the orientation period, the Registered Nurse shall have the opportunity to apply for any open position available without any loss of life service hours.

**Article 15. WAGES**

- A. The wage schedules for personnel covered hereby are set forth in Appendix B attached hereto and made a part hereof.
- B. All Registered Nurses who are required to testify in court or other legal proceedings on behalf of the Hospital, subject to Hospital approval, shall be excused from work for time spent and paid regular straight time and overtime rate of pay.
- C. There shall be no compounding of overtime pay and/or premium pay.
- D. A Registered Nurse will be hired according to the language in Appendix B
- E. A Registered Nurse's wage will not be decreased due to a transfer or change in position.
- F. The Hospital will offer Premium Pay to current Registered Nurses to fill open shifts. The Hospital will utilize contracted labor when vacancies create staffing hardship on the department.

**Article 16. DISCIPLINE AND DISCHARGE**

The Progressive Performance Improvement Process (PPIP) is defined under Bozeman Health policy dated 03/16/2020. Changes to the policy will be mutually agreed upon. When in conflict, provisions in this article shall supersede policy.

- A. After the probationary period, a Registered Nurse may not be discharged or disciplined except for just cause. Discharges shall be subject to the grievance and arbitration provision of the Agreement. In case of discharge within the probationary period, the Hospital shall notify the Association in writing, but the Registered Nurse shall have no recourse to the grievance and arbitration procedure.

- B. The PPIP is initiated when a non-probationary Registered Nurse demonstrates incompatible performance or behavior in job knowledge, essential skills and/or attitude. A positive discipline approach stresses the importance of personal accountability and responsibility, individual decision-making, and self-discipline. The desired outcome of this process is to assist the Registered Nurse to correct job related deficiencies.

There are four (4) steps in the progressive performance improvement process.

Step 1 Warning

Step 2 Written Warning

Step 3 Decision Making Leave (DML)

Step 4 Just Cause Discharge

The Hospital recognizes the right of a Registered Nurse to have the presence of an Association representative at an interview of an investigative nature and/or at any Step of the PPIP. Options for representation include one or more of the following: 1) Association Labor Representative; 2) Officer of the Bargaining Unit; 3) Local Unit #4 member. The Registered Nurse will be asked to sign the PPIP, detailing the performance issue(s) and expectation(s). Signing the PPIP acknowledges receipt, not agreement. A disciplinary action will not advance up the stages of the process unless it is the same incompatible performance or behavior in job knowledge, essential skills, and/or attitude: it is therefore possible to have multiple disciplinary processes occurring at the same time.

The Hospital will make every effort to enforce policies and procedures in a fair and equitable manner. If disciplinary action is taken against a Registered Nurse, they have the right to appeal through the grievance procedure. The Registered Nurse is responsible for bringing forward concerns with the expectation that it is dealt with in a timely manner, and if not, the Registered Nurse is responsible for escalating the concern up through the chain of command.

#### Discharge for Just Cause

Registered Nurses will not be discharged except for just cause. In taking disciplinary action, the Hospital shall follow the principle of progressive discipline directed toward the goal of correction provided, however, the parties acknowledge that there may be circumstances justifying immediate suspension and/or discharge.

- C. A discharge notice shall be prepared in writing and presented to the Registered Nurse upon termination. The Hospital will provide a copy thereof to the Association, specifying the reason for the discharge by the end of the second full business day. Any protest as to the justification of the discharge must be made in accordance with the grievance and arbitration procedure.
- D. Registered Nurses shall abide by all rules, and regulations that the Hospital shall establish with respect to the conduct of their work and their duties and obligations as employees. The breach of said duties and obligations may be cause for discipline, up to and including discharge. Rules inconsistent with the terms of this

Agreement that establish significant changes in working conditions shall be posted at least ten (10) days in advance of implementation, and a copy of the same shall be emailed to the Association.

- E. The Hospital and the Association recognize that alcoholism and chemical dependencies are acknowledged to be chronic, treatable medical conditions. Each will support efforts that will enable the affected Registered Nurse to remain in professional nursing practice so long as performance expectations are maintained and the Registered Nurse participates in accordance with the Montana Medical Assistance Program or successor program.

**Article 17. EARNED TIME PLAN/HOLIDAYS**

- A. All full-time, regular part-time, and PRN Registered Nurses will be included in the Earned Time system as provided below.
- B. For PRN Registered Nurses who have accrued earned time prior to 2024, earned time may not be taken for days already committed to on the schedule, unless used for a sick call.
- C. Earned Time payroll deductions will be made as provided by law.
- D. Earned Time is calculated to replace sick leave, holidays, and vacation.
- E. Earned Time will accrue for all worked hours, mandatory meetings/in services and low census hours.
- F. Unless otherwise noted, if a Registered Nurses' combined hours of worked time, low census, low census on call, on call and call back hours do not meet their FTE, earned time will be used. This does not mean that a Registered Nurse can use premium pay hours to state their FTE has been met and refuse to work the remainder of their regularly scheduled hours.
- G. In the event a Registered Nurse receives workers compensation as a result of "on the job injury" such Registered Nurse shall be entitled to utilize accumulated earned time and sick leave benefits to supplement the difference between workers compensation payment and their regularly scheduled FTE.
- H. When a Registered Nurse is unable to report for a scheduled shift, they shall notify the House Supervisor/Team Leader or their designee per department protocol daily before the shift begins, giving as much notice as possible, or provide a statement from a medical provider specifying length of anticipated time off. Day shift Registered Nurses shall provide one (1) hour notice, and evening and night shift Registered Nurses shall provide two (2) hours' notice before the scheduled shift begins.
- I. Earned Time hours accumulate from year to year to maximum accumulation of 560 hours, and are payable to the Registered Nurse at the Registered Nurse's current base rate of pay.
- J. Earned Time for all Registered Nurses eligible to receive earned time will be calculated at the following schedule:

-0-	to	1,920	.0959
1,921	to	3,840	.1042
3,841	to	5,760	.1083
5,761	to	7,680	.1125
7,681	to	9,600	.1167
9,601	to	11,520	.1208

11,521 to	13,440	.1250
13,441 to	15,360	.1292
15,361 to	17,280	.1334
17,281 to	19,200	.1375
19,201 and over		.1417

Registered Nurses who successfully complete probation may apply for any bona fide sick leave absence after the earned time accrual has been placed in the Registered Nurses' bank, provided that there will be no compensation in excess of eighty (80) hours per pay period.

K. Bargaining Leave Pool

A Bargaining Leave Pool (BLP) shall be established to allow Registered Nurses in the collective bargaining unit to donate Earned Time (ET) to cover the time spent by Registered Nurses at the bargaining table. ET donations may be volunteered via the ET Donation Form.

The tracking of the actual negotiating hours at the bargaining table is the responsibility of the Association bargaining team. The hours will be submitted to the Hospital Management Negotiating Team Leader for verification, approval, and submission to Human Resources daily. BLP should be distributed equally based on each bargaining day for Registered Nurses present, until the BLP is exhausted. Registered Nurses at the bargaining table will have BLP hours contributed to their time card, up to their FTE to include worked hours.

Prior to and during the cycle of contract negotiations, the joint bargaining team will define the time period when Registered Nurses may complete an ET donation form to donate hours. Additional guidelines for handling the BLP will be by mutual agreement of the joint bargaining team.

Every effort will be made by the Hospital to provide time off as requested for the Association bargaining team as unit census and staffing allow.

L. Holidays

The following shifts will be considered holidays for pay purposes:

New Year's	1500 on 12/31 through 1530 on 1/1
Easter Sunday	2300 on night before through 2330 Easter
Memorial Day	2300 on night before through 2330 Memorial Day
Fourth of July	0700 on 7/4 though 0700 7/5
Labor Day	2300 on night before through 2330 Labor Day

Thanksgiving	0700 on Thanksgiving Day to 0700 Friday after Thanksgiving
Christmas	1500 on 12/24 through 2330 on 12/25

Registered Nurses working holidays shall be entitled to a Holiday premium pay of one and one half (1½) the regular rate of pay for actual hours worked during the holiday shift. If a Registered Nurse requests to be off on a regularly scheduled shift that falls on a holiday earned time must be taken. If a department closes on a non-listed holiday, a Registered Nurse is not required to take earned time unless they desire to do so.

- M. Time off for holidays and public school spring break will be requested thirty (30) days in advance of the posting of a confirmed schedule. Time off for holidays and public school spring break will be determined by the Nurse Manager and will be rotated year to year. Requests for low census on holidays will also be rotated year to year.
- N. A Registered Nurse may be limited to four (4) consecutive calendar weeks off for an Earned Time absence during the period between May 1 and October 1, if necessary, to accommodate Earned Time absence requests of all employees.

**Article 18. HEALTH AND WELFARE BENEFITS**

- A. The Hospital will sponsor a group medical benefit program for voluntary participation by full time and part time Registered Nurses, PRN Registered Nurses who meet eligibility requirements, and their dependents. Eligible dependents are defined as a legal spouse, domestic partner, dependent children up to age 26, and dependent children over age 26 who are physically or mentally unable to care for themselves. The Hospital shall be at liberty to make an independent selection of the vendors to be utilized in providing medical benefits. The terms and conditions of the ERISA plan document, including but not limited to provisions relating to coordination of benefits, shall govern the participation of Registered Nurses and their dependents in such benefit plan.
  1. Such medical benefits will provide comprehensive medical coverage.
  2. During a leave the cost of insurance premiums will be prorated for any earned time or EMBH paid during the leave. When all earned time or EMBH has been exhausted, the Registered Nurse will be responsible to pay the entire cost of coverage (i.e., COBRA rates minus the 2% administrative fee). If not so paid in advance, the Registered Nurse will be dropped from the group coverage.
  3. The Hospital will provide term life insurance benefit to all Registered Nurses normally scheduled to work 1,000 hours per year (0.5 FTE), in the

amount of one (1) times their estimated annual earnings. Registered Nurses shall be allowed to purchase an equal amount of insurance at their own expense, subject to options and underwriting requirements applicable to all similarly situated employees.

4. The Hospital shall provide a long-term disability benefit program for all Registered Nurses normally scheduled at thirty (30) worked hours per week (0.75 FTE). Terms of this disability program shall be the same as all similarly situated employees and will be articulated in the appropriate ERISA plan documents and/or insurance contracts. The Hospital will contribute the same premium amount to the Registered Nurse as all other employees. The Hospital's contribution will be a minimum of 90% towards the premium for Registered Nurse holding a full time position and 50% toward the premium for Registered Nurse holding a part time position for at least one (1) plan. In addition the Registered Nurse shall be eligible for any other health related benefits and/or discounts that are offered to all other hospital employees at the same level of participation.

Registered Nurses who accept a temporary position for four (4) months or longer shall be eligible to participate in the Hospital insurance as above. Registered Nurses shall be given notice of changes in levels of benefits and deductibles prior to implementation.

**B. Extended Medical Bank Hours**

Hours a Registered Nurse holds at a position of 0.4 FTE or higher that will be accumulated and utilized for their own personal short or long term illness in addition to their earned time.

1. Registered Nurses accumulate 0.021 hours per hour worked in their Extended Medical Bank Hours (EMBH). The maximum accrual rate for the EMBH will be 240 hours. EMBH can be used for time off for medically related reasons following the use of 32 hours of earned time. EMBH must be taken if the Registered Nurse is taking a medical leave of absence. The details of how to apply will be available in the Human Resources policies and procedures.
2. There is no buy out of EMBH hours left upon separation of employment. Hours are lost upon separation of employment or when changing status to PRN.
3. If a Registered Nurse has no earned time, EMBH may be accessed after thirty- two (32) hours of lost work due to medically related reasons.

**C. Jury Duty**

If a Registered Nurse is summoned to jury duty, they will be allowed time off for that time on jury duty, without loss of seniority. It may be necessary to request that a Registered Nurse be excused from jury duty if their services are vital to the operation of the department at that time.

Registered Nurses will be paid their regular straight-time rate for the scheduled hours they would have otherwise worked, up to the maximum of ten (10) days or eighty (80) hours per pay period. Total hours paid by the Hospital shall not exceed forty (40) hours in any one-week.

In order to be eligible for such payments, the Registered Nurse must furnish a written statement from the appropriate public official showing the date, time

served, and the amount of jury pay received. Prior to payment, jury pay from the court for scheduled working hours at the Hospital must be turned over to the payroll department.

If the Registered Nurse is released early or if the Registered Nurse does not have to report for jury duty at all that day, they are expected to notify the Supervisor and report for work or be disqualified from receiving any jury duty pay.

D. Bereavement

The Hospital will pay up to three (3) working days for the death of an immediate family member (father, mother, spouse, domestic partner, children, father or mother in-laws, grandparents, brother or sister having at least one parent in common, and those relationships generally called “step” provided the person in such a relationship has lived in the family home and has continued an active family relationship and anyone considered a dependent in the home, or the domestic partner’s mother, father, children. In addition, the Registered Nurse may request earned time or up to five (5) additional days without pay. Up to five (5) days without pay may be granted for bereavement of a non-immediate family member. Other employment opportunities may not be accepted while on bereavement leave. Working days are based on the hours worked in the Registered Nurses’ regularly scheduled shift.

**Article 19. WORKERS' COMPENSATION**

Registered Nurses are covered by Bozeman Health’s Workers’ Compensation program for work related illness or injury. The Registered Nurse will notify Employee Health and report the injury via the occurrence reporting system as soon as possible but within thirty (30) days of the injury program for work-related illness or injury. All provisions of the program are incorporated under Bozeman Health policy and are governed by state law.

**Article 20. LEAVES**

General Information

General Leaves Registered Nurses who do not qualify for a family medical leave may request a leave of absence for (1) a serious medical condition; (2) military service; (3) work related education/training (beyond the allowed education hours provided to employees); and/or (4) compelling personal reasons that have been approved by administration. Employees are required to use earned time (ET) equal to their FTE level during a general leave. If the general leave is taken for the employee’s own serious medical condition, Emergency Medical Bank Hours (EMBH) must be used equal to their FTE level (see EMBH policy). Once ET and EMBH are exhausted, the remainder of the leave will be taken without pay.

Family Medical Leave Registered Nurses qualifications for FMLA are (1) employment by the Hospital for at least 12 months on the date on which the FMLA leave is to commence and (2) employee must have worked at least 1,250 hours during the year immediately preceding the date of the requested leave. The principles established under



the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave are not counted in determining the 1250 hours eligibility test for an employee under FMLA.

- A. All leave requests must be presented in writing to the Registered Nurse's department manager at least thirty (30) days in advance of the requested beginning date of the unless emergency circumstances exist. Except in emergency cases, failure to provide notice may result in the denial of the leave. Once a request is approved by the department manager, the Registered Nurse will coordinate with Human Resources as outlined in the Hospital process and guidelines.  
Each leave request will be reviewed and approved by the manager and Director of Human Resources on a case-by-case basis. The Director, CNO and System Director of Human Resources will review and consider for approval any leave longer than three (3) months.
- B. The combination of any leave will not exceed twelve (12) months.
- C. Issues involving benefits must be resolved with the Human Resources Department prior to the approval of any leave greater than three (3) weeks. Failure to do so may result in loss of benefits.

#### Specific Information

##### A. Family Medical Leave (FMLA)

This leave will be granted and administered according to current Federal Law.

1. An approved FMLA shall not result in loss of seniority or accrued benefits. When a Registered Nurse returns from an approved FMLA, they shall be assigned to the same position, shift and department held before the leave. Changes may occur with the Nurse's consent.
2. If the FMLA is due to a serious medical condition of the Registered Nurse, they must present a release from a medical provider to the Human Resources and Employee Health Department prior to returning to work.
3. The manager and the Registered Nurse will work together in advance of the expected return date to plan and facilitate a smooth transition. There may be circumstances when a Registered Nurse is not released on the expected date due to medical complications. Both the Registered Nurse and the manager will make every effort to communicate about return to work issues.
4. The Hospital's contribution to insurance will continue at the same rate as if the Registered Nurse was working. The Registered Nurse must take at least enough earned time or applicable EMBH to pay the monthly premium for their health insurance and any other voluntary benefits that require a premium from the Registered Nurse. If there is no earned time, the Registered Nurse must make arrangements with Human Resources to pay for the premium(s) prior to the start of the FMLA. Exceptions may be made in unusual circumstances or when FMLA is unplanned.
5. The Hospital may recover its share of premium payments by law for Registered Nurses who terminate employment during or do not return to work after the FMLA.
6. Other employment opportunities may not be accepted during FMLA if the FMLA is due to the Registered Nurse's personal illness. If the FMLA is as

a result of a family illness and the leave requires the Registered Nurse to be out of the area, the Registered Nurse may accept employment.

B. Non-FMLA Leaves

1. For those not qualifying for FMLA, the following conditions must be met:

- a. Maternity: A statement from a medical provider as to the necessity and length of the leave. A leave of four (4) months will be granted with an additional two (2) months if staffing accommodations can be made. Except in extenuating circumstances, the total time for leave, including any leave granted under FMLA may not last more than six (6) months. The same or similar position will be guaranteed for the first four (4) months. Earned time and or Extended Medical Hours (as applicable) must be used during the leave. Other employment opportunities may not be accepted while on maternity leave.
- b. Parental: a leave from a job for the birth or adoption of a child or care of a child for illness or injury. A leave of four (4) months will be granted with an additional two (2) months if staffing accommodations can be made. Earned time must be used as described in Article 18. for the leave.
- c. Personal Illness: A statement from a medical provider as to necessity and length of the leave. A medical provider's certification must be given to the Hospital for every three (3) months of leave granted. The certification must be received within two (2) weeks of the end of the previous certification. The same or similar position will be guaranteed for the first four (4) months. A written work release from a medical provider must be provided in order to return to work. The manager and the Registered Nurse will work together in advance of the expected return date to plan and facilitate a smooth transition. There may be circumstances when a Registered Nurse is not released on the expected date due to medical complications. Both the Registered Nurse and the manager will make every effort to communicate about return to work issues. Earned time and/or Extended Medical Bank Hours must be used as applicable during the leave. Other employment opportunities may not be accepted while on personal illness leave.
- d. Military: By law.
- e. Educational: A course of study directly relating to upgrading clinical skills and/or related to health care at the Hospital, a request must be submitted within a reasonable amount of time to accommodate the staffing needs. The request will be granted only if the staffing needs can be met. A leave for up to twelve (12) months may be granted. The same or similar position will be held for the first four (4) months. Earned time must be used during the leave. Other employment opportunities may be accepted while on educational leave if the Registered Nurse is out of town.

**Article 21. EDUCATION/PROFESSIONAL DEVELOPMENT**

- A. Required Education
1. The Hospital shall provide CPR/BLS certification for all Registered Nurses covered by this Agreement.
  2. The Hospital shall ensure that all required training is provided as identified and indicated by the Registered Nurses job description. The Hospital will make every effort to schedule in-service education available to each shift.
  3. Required training is worked, paid time. If a Registered Nurse is required to attend the training outside the Registered Nurse's normal working hours, the Registered Nurse shall be compensated for time spent, at their base rate of pay, including overtime, if applicable for hours worked.
- B. Optional Education/Professional Development
1. The Hospital will pay sixteen (16) hours (at base wage) of approved education hours per year per Registered Nurse covered by this Agreement. The hours must be submitted in the pay period in which they are used or the pay period immediately after, and in no event, submitted after the end of pay period 26.
  2. Registered Nurses may request funds for further professional development (workshops, conferences, or learning opportunities). Applications for such events should be requested per Hospital policy. Once approved for attendance, the Hospital will assist in paying for those expenses according to Hospital policy.
  3. Registered Nurses may opt to utilize their education hours for time off when taking professional nursing certification exams.
  4. Registered Nurses may request tuition assistance for degree related programs per Hospital policy.

#### Certifications

The Hospital recognizes the importance of professional nursing certifications to improve nursing practice. This lends to evidence-based practice, builds and demonstrates commitment, confidence and credibility. Certifications provide patients and their families with validation that the Registered Nurse caring for them has demonstrated experience and knowledge in the complexity of nursing practice.

1. Each department/unit in the Hospital will identify at least one (1) national certification that will be recognized for the purpose of certification differential pay. The designated certification(s) should be relevant to the nursing practice of the department. Copies of the designated certification grid are available in Human Resources, as well as with the department/unit manager. The certification grid will be reviewed in PCC in January and July. Requests for recognizing an additional certification for compensation shall be provided in writing to the unit/department manager or elected union officer/PCC member by the Registered Nurse. The requests received by either party will be forwarded to the CNO. Requests will be reviewed for approval at the next scheduled PCC meeting.

2. When a Registered Nurse certifies or re-certifies their department/unit recognized national certification, they will upload documentation to human resource information system (HRIS). If a Registered Nurse fails to upload relevant documentation to Workday within thirty (30) days of expiration, certification pay shall cease.
3. Certification pay will begin on the first pay period following notification with relevant documentation uploaded to the human resource information system (HRIS).
4. Department/unit recognized national certification exam fee will be pre-paid or reimbursed by the Hospital, of up to two (2) national examinations, for example a specialty or sub-specialty, a test and a re-test, or two (2) specialty exams.
5. If maintaining the national certification requires cost to renew or recertify, the Registered Nurse is eligible for reimbursement.
6. The process for pre-payment or reimbursement is governed by Bozeman Health policy.
7. Registered Nurses may opt to use their education bank hours when taking the national certification exams.
8. A certified Registered Nurse who transfers to a new unit shall have their certification(s) recognized until it expires. Certification pay shall resume after the Registered Nurse obtains the unit-specific certification(s).
9. Differential will be paid for one (1) national certification at the rate listed in Appendix A.
10. Certifications will be reviewed annually during the July PCC session. The PCC may remove certifications no longer approved by the national certifying association.

**Article 22. REGISTERED NURSE SAFETY**

The Hospital is committed to the safety, security, and well-being of its Registered Nurses while on Hospital premises (see Article 4.E).

**Article 23. RESPONSIBILITY FOR WASTE**

Deductions shall not be made from a Registered Nurse's gross wages for the cost of inadvertent waste of medications, tests, or procedures.

**Article 24. NURSES FACILITIES**

- A. A glass enclosed bulletin board of reasonable size provided by the Association for Association use will be placed at the staff entrance. In addition, they will be allowed to use at least 8 1/2"X11" portion of the bulletin board in each Registered Nurses' lounge. A designated unit representative from each area will be assigned to post and maintain current and appropriate information.
- B. The Hospital will provide parking space for use by Registered Nurses.

- C. The Hospital agrees to provide room at the Hospital for pre-scheduled regular meetings for the purpose of conducting business related to the internal affairs of the bargaining unit or the administration of the collective bargaining agreement. Use of the facilities is subject to prior approval from the Hospital.

**Article 25. PROFESSIONAL CONFERENCE COMMITTEE (PCC)**

The Association, on behalf of its members, agrees to cooperate with the Hospital to attain and maintain full efficiency and maximum patient care. The Hospital jointly with the appointed representatives of the Registered Nurses covered by this Agreement, shall establish a Hospital Professional Conference Committee (PCC) to assist with areas of concern.

The PCC shall consist of five (5) representatives from the Hospital Nursing Leadership and two (2) members from Human Resources, three (3) representatives selected by the Association, ideally representing different areas of Nursing, and the four (4) elected Local Unit Committee Members or their designees and an Association Labor Representative. One representative from the Hospital and one representative from the Local Unit will be co-chairs of PCC.

All Bargaining Unit Members of this committee shall be paid their base wage for meeting time.

- A. The purpose of PCC is to foster improved communications between the Hospital and Registered Nursing staff, support staff Nursing and Management in the delivery of quality patient care, including improved conditions conducive to the delivery of quality care and the recruitment and retention of Registered Nurses. The participating members will represent the views of their respective groups. PCC may address any issues related to wages, hours of work, working conditions, including hostile work environment, and/or the practice of nursing.
- B. PCC will implement any majority decisions reached and shall be implemented in a timely fashion so long as such decisions do not violate the terms and conditions of this Collective Bargaining Agreement. In the event a recommendation of PCC is in conflict with the contractual agreement, the Association and the Hospital may by mutual agreement, through a letter of understanding, change the contract language. PCC is not intended to replace the negotiations or grievance process.
- C. PCC will meet monthly unless mutually agreed; the meeting schedule will be established in advance on an annual basis. Either party may call extra meetings. PCC meetings shall be held virtually or on Hospital property and use Hospital facilities.
- D. The Association shall be permitted to use a meeting room at a time acceptable to the persons involved.

**Article 26. NO STRIKE NO LOCKOUT**

- A. During the life of this Agreement, the Association agrees it will not authorize, encourage, engage, or participate in any strikes, slowdowns, work stoppages, or picketing; nor will the Hospital engage in any lockout.
- B. In the event of any violation of the provisions of this section, the Association will promptly order its members to return to work and if the Association does so, the

Hospital 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. Nothing herein shall abridge the rights of Registered Nurses as defined in the National Labor Relations Act.

**Article 27. GRIEVANCE AND ARBITRATION**

A. Purpose

The parties intend that the grievance procedures, 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 Agreement, without any interruption or disturbance of the normal operation of the Hospital.

B. Definitions

1. An aggrieved person shall mean the person or persons making the complaints, either individually or through their Association.
2. The term "days" shall mean working (Monday – Friday) days no including holidays recognized under the Agreement.
3. The Hospital will in no way discriminate, reprimand, or cause undue pressure on any Registered Nurse who may have cause to use this procedure.

C. Procedure

Any timeline in the following steps in the grievance process may be extended by mutual agreement of the parties. If a Registered Nurse misses a timeline, the grievance shall be dismissed as null and void. If the Hospital misses a timeline, the grievance shall move to the next step, unless an extension has been mutually agreed upon.

If any grievance arises, the Registered Nurse shall address the issue informally with their manager. If the issue is not resolved to the Registered Nurses satisfaction they may initiate the Grievance process. It is encouraged the issue be addressed and signed off by a bargaining unit representative prior to initiating the following steps:

**STEP 1** The Registered Nurse may initiate STEP 1 in the grievance process by documenting the grievance in writing (specifying the nature of the grievance, the specific article of the Agreement violated, and the remedy sought) on the Association form. The completed grievance form shall be delivered to the System Director of Human Resources via email within fifteen (15) days of the Registered Nurse having knowledge of the issue.

The System Director of Human Resources shall then initiate a conference between the Registered Nurse, their manager, the Director of their department if desired, Association representative(s), and Human Resources representative(s) within ten (10) days of receipt of the written grievance.

The System Director of Human Resources shall disseminate the manager's written response to all conference attendees within five (5) days following the grievance conference.

**STEP 2** If the matter is not resolved to the Registered Nurse's satisfaction at STEP 1, the Registered Nurse may pursue STEP 2 in the grievance process by documenting the grievance in writing (specifying the nature of the grievance, the specific article of the Agreement violated, and the remedy sought) on the Association form. The completed grievance form shall be delivered to the System Director of Human Resources via email within five (5) days of the manager's decision.

The System Director of Human Resources shall then schedule a conference between the Registered Nurse, the Director of their department, the Association representative(s), and Human Resources representative(s) within ten (10) days of receipt of the written grievance. The Department Director may request the addition of an objective peer (Director).

The Department Director shall issue a written response to the grievance to the System Director of Human Resources for processing within five (5) days following the conference. The System Director of Human Resources shall disseminate to all conference attendees.

**STEP 3** If the matter is not resolved to the Registered Nurse's satisfaction at STEP 2 the Registered Nurse may pursue STEP 3 in the grievance process by documenting (specifying the nature of the grievance, the specific article of the Agreement violated, and the remedy sought) on the Association form. The completed grievance form shall be delivered to the System Director of Human Resources via email within five (5) days of the Director's decision.

The System Director of Human Resources shall schedule a conference with the Chief Nursing Officer or their designee, the aggrieved Registered Nurse, Association representative(s), and Human Resource representative(s), within ten (10) days for the purpose of resolving the grievance.

Chief Nursing Officer or designee shall issue a written response to the grievance to the System Director of Human Resources for processing within ten (10) days following the conference. The System Director of Human Resources shall disseminate to all conference attendees.

**STEP 4** If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue in writing to arbitration within forty-five (45) days following the Chief Nursing Officer or designee's written response to the grievance. Within ten (10) days of notification, the parties shall select an arbitrator. If the parties are unable to agree upon said selection within three (3) days, then both shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) names of individuals that would serve as a neutral arbitrator in the dispute. Each party shall alternately strike one (1) name from the list and the remaining

named person shall act as the sole arbitrator. A coin flip shall determine which party shall exercise the first challenge to the list of arbitrators. The arbitrator shall be requested to render a written decision within thirty (30) days following the arbitration hearing. The decision of the arbitrator shall be final and binding upon both parties.

The decision of the arbitrator shall be within the scope and terms of this contractual agreement and shall not change any of its terms or conditions.

- D. The cost of the arbitrator shall be borne equally by both parties.
- E. 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.
- F. The Hospital may file grievances with the Association.
- G. The whole grievance procedure must be exhausted before the Association may submit a grievance to arbitration.
- H. Grievance meetings may be held outside of scheduled working hours of the Registered Nurse and representatives of the Association. If such grievance and arbitration meetings are held outside of regular scheduled hours for the Registered Nurse and the Association Representatives, such hours shall not be deemed as hours worked and shall not be paid for by the Hospital. If meetings are scheduled during their normally scheduled working hours, the Registered Nurse and the Association Representatives will be released and replaced from duty, without pay for the purposes of attending the meeting.

**Article 28. EFFECT OF LEGISLATION – SEPARABILITY**

All provisions of this Agreement are subject to applicable laws now or hereafter enacted, and to the lawful regulations, ruling and orders of regulatory commissions or agencies having jurisdiction. If any provisions of this Agreement contravene the laws or regulation of the United States or the State of Montana, such provision shall be superseded by negotiated provisions in conformity with the appropriate provisions of such law or regulation. All other provisions of this Agreement shall continue in full force and effect.

**Article 29. CONTRACT MINIMUMS**

The terms hereof are intended to cover only minimums in wages, hours, working conditions and other Registered Nurse benefits. The Hospital may place superior wages, hours, working conditions and other employee benefits in effect, after notification to the Association and may reduce the same to minimums herein prescribed, after notification to the Association without the consent of the Association.


This provision shall apply to wages, hours and working conditions and other Registered Nurse benefits that have been uniformly granted to all Registered Nurses in the bargaining unit.



**Article 30. TERMS OF AGREEMENT**

- A. The terms and conditions set forth herein shall become effective May 1<sup>st</sup> of 2023 and shall remain in effect through April 30, 2025 and annually thereafter, unless one of the parties hereto serves notice in writing of termination or desire for modification upon one of the parties hereto, not less than ninety (90) days nor more than one hundred twenty (120) days prior to the above specified expiration date within thirty (30) days of the initial notice to modify the Agreement, there will be a discussion of how bargaining will proceed.
- B. Should no accord be reached by the parties by the expiration date, the parties hereto by a written agreement may extend said period for the purpose of reaching a new Agreement.
- C. Service shall be deemed complete based on the date of the email or postmark.


**MNA Local #4**

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Matt Larson, MNA Local #4 Co-Chair - DATE

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Lisa Riggin, MNA Local #4 Co-Chair - DATE

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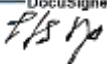
Maureen McGrath, MNA Local #4 Secretary - DATE

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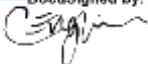
Laurie McKinney, MNA Local #4 Negotiator - DATE

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Anna Bee Bowman, MNA Local #4 Negotiator - DATE

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Linda Phillips, MNA Local #4 Negotiator - DATE

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Chelsea English, MNA Local #4 Negotiator - DATE

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Amy Hauschild, MNA Labor Representative - DATE

**Bozeman Health**

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Kiera Pattison, Interim CNO - DATE

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Steve Klein, Chief Legal Counsel - DATE

**APPENDIX A**  
**DIFFERENTIALS/PREMIUM PAY**

The following differentials will be effective the first full pay period of 2024, unless otherwise indicated in the table below.

The premium pay changes and structure (listed in A – D) below will be implemented upon ratification of this Agreement.

**DIFFERENTIALS:**

<b>Night Shift</b> 1900 – 0730  This is only for Registered Nurses working nights, not for the first 30 minutes of day shift.	2023 \$4.50  Effective 2024 \$6.00
<b>Weekend Pay</b> Friday 1900 - Monday 0700	\$2.50
<b>Regular Call Pay</b>	\$5.00
<b>Low Census Call Pay</b>	\$5.00
<b>Certification Pay</b>	\$2.50
<b>Master’s Degree in Nursing or above</b>	\$4.00
<b>Preceptor Pay</b>	2023 \$1.50  Effective 2024 \$3.00
<b>Team Leader Pay</b>	\$3.50
<b>Float Out of Department</b>	\$2.50
<b>Mileage</b>	per IRS guidelines
<b>PRN Differential</b>	2023 5% of Base Rate + ET  Effective 2024 10% of Base Rate  Current Registered Nurses who have earned time will be able to keep their current bank of hours, but will no longer accrue additional hours
<b>Performance Excellence Differential</b>	\$1.50  April of each year as written in section F of Appendix B

**PREMIUM PAY:**

There will be no compounding of premium pay. Highest premium approved will be paid.

Extra Shift Pay (scheduled in advance > FTE, for FTE 0.3 and greater)	\$7.00
Premium Pay 1.5 (<24 hours or >24 hours upon leadership designation)	Time and One half (1 ½)
Premium Pay 2	Double time (2x)

- A. Premium Pay Structure: The Hospital will designate a shift as premium.
- B. If the Registered Nurse calls off for any of their regularly scheduled shifts during the pay period and they are also scheduled to work a premium pay shift, they will be paid at their regular rate for the premium shift, including appropriate differentials.
- C. PRN Registered Nurses (or anyone with an FTE of less than 0.4): Must work or be scheduled to work for their required shifts per policy. The PRN Registered Nurses must have at least two (2) shifts worked or scheduled in the current pay period prior to being eligible for premium pay.
- D. Seasonal PRN Registered Nurses: During their scheduled season, they must have at least two (2) shifts worked or scheduled in the current pay period prior to being eligible for premium pay. Outside of their scheduled season, they must have at least two (2) shifts worked or scheduled in the current pay period prior to being eligible for premium pay.

**APPENDIX B**

A. Years of Experience

Total months of experience as a registered nurse divided by 12. 12 months = 1 year. No credit given for partial years. Years of experience will be calculated beginning with the candidate's first date of employment as a Registered Nurse. Periods of unemployment will not be utilized in the calculation of years of experience. A Registered Nurse will acknowledge their years of experience upon date of hire as written in the job resume or application and verified by Human Resources.

B. Newly Hired Registered Nurses

- 1. Newly employed Registered Nurses with one (1) year or more experience will be placed on the wage scale per years of experience using the above methodology, with a maximum of thirty (30) years credited for prior registered nurse experience.

2. Newly employed Registered Nurses with less than twelve (12) months of experience will be placed at “0” level on the wage scale

C. Registered Nurses transferring into the bargaining unit from within Bozeman Health

Registered Nurses currently employed by Bozeman Health who transfer into a bargaining unit position, will have total years as a registered nurse recognized for placement on the wage scale.

D. Bozeman Health Retention Wage

Retention wage categories will be based on years as a registered nurse at Bozeman Health. The retention wages will apply to Registered Nurses attaining 15, 20, 25, and 30 years of service at Bozeman Health. Registered Nurses will move horizontally in the same retention wage category in the subsequent years in the first full pay period annually in April. Registered Nurses completing their 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, and 30<sup>th</sup> years of employment at Bozeman Health as a registered nurse will be moved to the appropriate retention wage category in the next full pay period.

E. Step Progression on the Wage Scale

1. All currently employed Registered Nurses will move horizontally to the same numbered step on the subsequent year wage scales. All currently employed Registered Nurses will then move to the next step higher on the scale. Movement on the scales will occur annually on the first full pay period of April. This provision will not apply to any mutually-agreed “Red-Circled” Registered Nurses.
2. “Red-Circled” Registered Nurses are any currently employed Registered Nurses who were placed above the proper step on the wage scale. “Red-Circled” Registered Nurses will resume movement on the wage scale when the Registered Nurses’ wage is less than the Registered Nurse appropriate placement on the wage scale per the rules above, and at that time are no longer considered to be “Red-Circled”.

F. Performance Excellence Differential

Effective in the first full pay period of April, Performance Excellence Differential (PED) will be applied to all Registered Nurses who complete a minimum of three objectives during the prior calendar year, regardless of date of hire, as listed in the table below. The annual objective performance metrics listed in the table are based on individual performance and will be tracked by the Registered Nurse and validated by the unit nurse leader. If there are questions regarding Registered Nurses’ eligibility for the PED, they will be forwarded to the Professional Conference Committee for evaluation and recommendation.

ANNUAL OBJECTIVE PERFORMANCE METRICS	DEFINITION	PERFORMANCE EXCELLENCE ACHIEVEMENT
PATIENT CHART AUDIT COMPLETION	Utilizing chart audit tool designed by unit leader, complete three (3) patient chart audits in four (4) different months. Enter dates completed in the column to the right and submit completed chart audit tool to department leadership	THREE (3) IN FOUR (4) DIFFERENT MONTHS

MEDICATION BARCODE SCANNING RATE	Scanning of medication rate only.	95% OR ABOVE
SAFETY EVENT REPORTING	Report entered into event reporting system (VERGE) with reporting RN name associated. Must complete at least 4 submissions in 4 different months.	FOUR (4) IN FOUR (4) DIFFERENT MONTHS
EDUCATIONAL ATTENDANCE	Attendance at non-mandatory events sponsored by Bozeman Health through the education department or outside event with advanced approval by the unit leadership. Must submit course completion certificate to leadership.	2 PER YEAR
IDEA GENERATION AND IMPLEMENTATION RELATED TO PERFORMANCE EXCELLENCE	Idea by RN to implement positive change to the department culture or patient experience or safety/quality. To be approved by the unit leader and implemented by the RN.	1 PER YEAR
STAFF MEETING ATTENDANCE	Attendance at routinely scheduled unit staff meetings. Registered Nurses will be given at least 14 days' notice. The hospital will make every effort to host meetings using a virtual format for Registered Nurses to participate remotely. Excused absences by the unit leader will qualify towards PED requirements.	75% ATTENDANCE
AUDIT USE OF AIDET	Utilizing AIDET Audit Tool, perform audit of peers' use of AIDET with patients. Must complete at least one (1) in four (4) different months. Enter dates completed to the right and submit completed audit tools to dept leadership.	1 IN FOUR (4) DIFFERENT MONTHS
HAND HYGIENE AUDITS	Completes the hand hygiene audit and submits the appropriate documentation.	15 IN FOUR (4) DIFFERENT MONTHS

**SCALE**

In the situation where a Registered Nurse is eligible for the Bozeman Health Retention Wage, but the years of experience step is higher or vice versa, the Registered Nurse will be placed on the step with the higher rate. The steps will be reviewed annually to ensure the Registered Nurse is placed on the highest eligible step.

Year 1: Wage Table: Effective the first full pay period of April 2024, increase 2% to the base of the scale and keep current step progression.

Year 2: Wage Table: Effective the first full pay period of April 2025, increase 5% to the base of the scale and keep current step progression

<b>Years of Experience</b>	<b>Apr-23</b>	<b>April 2024 (2%)</b>	<b>April 2025 (5%)</b>
0	\$32.91	\$33.57	\$ 35.25
1	\$33.58	\$34.25	\$ 35.96
2	\$34.24	\$34.92	\$ 36.67
3	\$34.93	\$35.63	\$ 37.41
4	\$35.62	\$36.33	\$ 38.15
5	\$36.33	\$37.06	\$ 38.91
6	\$37.05	\$37.79	\$ 39.68
7	\$37.82	\$38.58	\$ 40.51
8	\$38.56	\$39.33	\$ 41.30
9	\$39.34	\$40.13	\$ 42.13
10	\$40.10	\$40.90	\$ 42.95
11	\$40.91	\$41.73	\$ 43.81
12	\$41.74	\$42.57	\$ 44.70
13	\$42.57	\$43.42	\$ 45.59
14	\$43.42	\$44.29	\$ 46.50
15	\$44.29	\$45.18	\$ 47.43
16	\$45.18	\$46.08	\$ 48.39
17	\$46.09	\$47.01	\$ 49.36
18	\$47.02	\$47.96	\$ 50.36
19	\$47.96	\$48.92	\$ 51.37
20	\$48.92	\$49.90	\$ 52.39
21	\$49.90	\$50.90	\$ 53.44
22	\$50.89	\$51.91	\$ 54.50
23	\$51.91	\$52.95	\$ 55.60
24	\$52.95	\$54.01	\$ 56.71
25	\$54.01	\$55.09	\$ 57.84
26	\$55.09	\$56.19	\$ 59.00
27	\$56.19	\$57.31	\$ 60.18
28	\$57.32	\$58.47	\$ 61.39
29	\$58.46	\$59.63	\$ 62.61
30	\$59.63	\$60.82	\$ 63.86
15 BHRW	\$54.70	\$55.79	\$ 58.58
20 BHRW	\$57.18	\$58.32	\$ 61.24
25 BHRW	\$59.75	\$60.95	\$ 63.99
30 BHRW	\$62.44	\$63.69	\$ 66.87



## **APPENDIX C JOB SHARE**

### **Contract Language for Job Share**

- An established full-time nursing position can be shared by two Registered Nurses that can fulfill all responsibilities inherent to the original position. Job share is for temporary reductions in status (no longer than 12 months). Registered Nurses holding job share positions as of the signing date of this Agreement shall not be limited to 12 months.
- The Hospital may limit the number of job share positions on a given unit and must approve the FTE division.
- Only two people may participate in each job share position.
- The shifts would remain patterned as the master schedule. Job share(s) must conform to required department schedules.
- Hospital contributions to benefits will be prorated according to the split FTE.
- When there are more requests for a job share than the department will allow, they will be granted per seniority.
- The Registered Nurse in the primary position may not hold another position in the Hospital. The Registered Nurse in the temporary position may hold another position in the Hospital; total status may not be greater than 1.0 FTE.
- Job bidding will comply with Article 14.
- The Registered Nurse holding the position will be the primary.
- The Registered Nurse 2 accepting the job share will be in a temporary part-time position.
- If the primary Registered Nurse vacates the position, the original position will be posted per Article 14.
- If the Registered Nurse in the temporary part-time position vacates the job share position, the primary Registered Nurse may resume the full FTE, resign, or request a new job share to not exceed the original 12 months.

### **Holidays**

- Holidays will be covered as assigned to the full original position and are dependent on department rotations.
- The primary and temporary Registered Nurses are responsible for determining how the holidays will be distributed between the primary and temporary Registered Nurses. They must notify the manager at least 8 weeks prior to schedule posting.

## **APPENDIX D CATH LAB REGISTERED NURSE SALARY CALCULATIONS**

### **Calculations for Cath Lab Registered Nurses**

1. Registered Nurses in Cath Lab positions are non-exempt employees and qualify for overtime for hours worked over 40 per work week.
2. Registered Nurses in the Cath Lab are guaranteed their hourly rate per the Agreement for their assigned FTE regardless of the actual worked hours.
3. Registered Nurses in the Cath Lab are paid the regular call pay rate per the Agreement for assigned call hours.
4. Registered Nurses in the Cath Lab are paid double time for hours worked for call back per the Agreement rate and scheduled cases outside of the designated Cath Lab work hours.
5. Registered Nurses in the Cath Lab are paid time and one half (1 ½) for scheduled hours on holidays as defined in the Agreement.
6. Cath Lab Registered Nurses are eligible for premium pay rates as described in Appendix A.
7. There will be no compounding of premiums.
8. PRN Registered Nurses are paid by hours worked and are not guaranteed hours.

### **Schedule**

Cath Lab Hours are 0630–1600 and call hours 1600–0630

1. Regular shifts in the Cath Lab will consist of nine (9) hours each day of the week they are on call and eight and a half (8.5) hours for days they are not on-call.
2. Positioned Registered Nurses in the Cath Lab will take call seven (7) days per pay period.
3. On-call hours in the Cath Lab will consist of 15 hours each day of the week.
4. PRN Registered Nurses in the Cath Lab will be required to be scheduled on weekday call and one (1) weekend with call per month as requested by the department.
5. Hours worked over the scheduled 8.5 or 9 hours respectively, will be paid at the call back rate.
6. If the Registered Nurse works during on-call hours and is requested by the Hospital to return to work without a rest period of eight (8) hours between 1600 and the start of job duties the next day, they will be paid double time (2x) for the remainder of their next shift when performing job duties. The Registered Nurse is responsible to alert the house supervisor or department leadership if the Registered Nurse works on-call and is scheduled to work the following day without eight (8) hours of rest.