

**C O N T R A C T**

**BETWEEN**

**MONTANA NURSES  
ASSOCIATION  
LOCAL UNIT #21**

**And**

**GLENDIVE MEDICAL CENTER**

**NOVEMBER 1, 2023 - OCTOBER 31, 2026**

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## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT made and entered into between GLENDIVE MEDICAL CENTER, Glendive, Montana, hereinafter called "Medical Center", and the MONTANA NURSES ASSOCIATION, LOCAL UNIT #21, hereinafter called the "Association".

### ARTICLE I - RECOGNITION

The Medical Center recognizes the Association as the exclusive representative of all registered nurses (RN)s employed at the Medical Center, 202 Prospect Dr., Glendive, MT and Gabert Clinic, 107 Dilworth Dr., Glendive, MT on a full-time or part-time basis, with the exception of casual RNs, temporary RNs, shift managers, directors of nursing, and Advance Registered Nurse Practitioners, for the purpose of collective bargaining with respect to salaries, rate of pay, hours of employment, and other terms and conditions of employment and nursing practice, and other benefits.

Temporary RNs are those RNs who are hired on a temporary basis for a specific time and position and for no more than three (3) months. Temporary RNs are not eligible for any rights or benefits provided by this Agreement except wages, shift differential, time and one-half for overtime hours, and orientation.

The Medical Center will use its best efforts to not fill regularly scheduled positions with contract RNs (travelers).

The Medical Center will deduct Association membership dues from the salary of each RN who voluntarily agrees to such deduction. Authorization, once filed, shall be irrevocable for a period of one (1) year from the date of signature and such authorization shall be automatically renewed for successive periods of one (1) year unless written notice of the revocation is given by the RN, through the Association, to the Medical Center. Withheld amounts shall be forwarded to the Association office following the actual withholding together with a record of the amounts and names of those for whom deductions have been made.

The Medical Center will provide the Association with the name, address, rate of pay, years of experience credited with upon hire and phone number of each newly hired RN or RN who transfers into the bargaining unit within ten (10) working days of hire or transfer.

Monthly, by the tenth of each month the Medical Center will provide the Association with a list of all RNs covered under the Agreement including complete address; phone number; date of hire as a bargaining unit RN; eligible date or ineligible date, FTE status, years of experience credited with upon hire, and rate of pay.

## **NOTICES**

1. The Union shall be permitted to post union notices in designated non-patient care areas.
2. The notices shall not be posted during work time; however, posting while on breaks or during meal periods is acceptable.

The Association will be allowed a reasonable time during general employee orientation for explanation of MNA benefits, bargaining representative matters, a copy of this agreement and copies of the Association membership material. The Medical Center shall email the names and contact information of new RNs to the President and the Association in advance of orientation; such notice shall also include details about where/when the orientation shall occur.

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

The Medical Center agrees that it will not discriminate against any RN applicant or any RN employee, either in hiring, promoting, assigning to positions, or in regard to any other term or condition of employment because of race, color, national origin, religious, political belief, sex, marital status, sexual orientation, age, disability, membership or non-membership in the Association in violation of any applicable state or federal law. The Medical Center will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, national origin, religion, sex, sexual orientation, union activity, marital status, age, disability, or veteran status. Alleged violations of this Article are exempt from the provisions of Article XV, Adjustment of Grievances.

The Medical Center's Harassment/Conduct policy dated November 20, 2020, is incorporated by reference herein and shall only be changed upon mutual agreement.

## **ARTICLE III - MANAGEMENT RIGHTS**

The management of the Medical Center shall have the exclusive right to manage and operate the Medical Center including all of its operations, activities, and the direction of its working force of employees, including: the right to hire, suspend, discipline, promote, assign, transfer, lay-off, recall, or relieve employees from duty for other legitimate reasons; to maintain discipline and efficiency among the employees; to decide the number of employees; to establish the Medical Center policies and procedures; to determine the type and scope of services to be furnished to the patients and the nature of the facilities to be operated; to introduce new or improved working methods, procedures, and means of providing services to patients. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth and the Medical Center therefore retains all rights not otherwise specifically covered by this Agreement, provided that in the exercise of any of the foregoing rights the Medical Center shall not violate any provision of this Agreement.

## ARTICLE IV - PROFESSIONAL PERFORMANCE

The practice of nursing at the Medical Center will be in accordance with the requirements of the Montana Nurse Practice Act, 2001, Title 37, M.C.A.

The practice of nursing at the Medical Center will be in accordance with the ANA Code of Nurses with Interpretative Statements. It shall be the RN's responsibility to report to their Department Director/Manager or designee any unsafe nursing practice/condition.

In order to provide safe patient care, when RNs are assigned to areas where equipment is used, for example patient lifting equipment, the Medical Center will assure all staff assigned to use the equipment are trained and permitted by regulatory agencies to use that equipment.

### **PROBATIONARY PERIOD**

Each RN employed by the Medical Center must work three (3) months before they can become permanent employees. During this period, employment is on a day-to-day basis and may be terminated without notice and without recourse to the grievance procedure. The probationary period for new RNs with performance issues as evidenced and documented by objective measures may be extended by the Department Director/Manager or designee for an additional period of time not to exceed forty-five (45) days. The Medical Center will advise the Association of the extended probationary period. Upon completion of the probationary period, the RN's anniversary date shall relate back to the beginning date of employment for purposes of PTO accrual and extended illness accrual and step increases under Article VIII A.

The Medical Center will notify the RN when their probationary period ends. An evaluation will be given to the RN at the midpoint of the probationary period and a formal evaluation will be given at the end. A written copy of the evaluation will be given to the RN.

## ARTICLE V - HOURS OF WORK

- A. The basic pay period for a full-time RN will consist of seventy-two (72) to eighty (80) hours in a consecutive fourteen (14) day period.
- B. For an RN working on a forty (40) or a thirty-six (36) hour per week basis, a workday shall consist of twelve (12) and eight (8) hours to be completed in twelve and one-half (12.5) and eight and one-half (8.5) hour periods, respectively, which includes meal breaks.
  - A fifteen (15) minute rest period shall be allowed each RN twice during the basic workday and shall be counted as time worked. A meal period shall be scheduled

for thirty (30) minutes and shall not be counted as time worked if the RN is relieved from duty during this period. If the RN is not relieved from duty during the meal period, or is directed to return to their duty station, this time will be considered time worked.

Length of assigned shift(s) may be altered when there is mutual agreement between the Medical Center and the affected RN. Under exigent circumstances, the Medical Center reserves the right to alter the length of assigned shift(s) to ensure quality and safe patient care with prior notification to reassigned RN(s). This article is not intended to address usual staffing challenges/needs.

- Twelve (12) hour shifts may be instituted when there is mutual agreement between the Medical Center and the affected RN(s), except in emergency situations. The Medical Center reserves the right to reassign RNs who agree to a twelve (12) hour shift back to eight (8) hour shifts. The Medical Center will consult with the RNs prior to any reassignment.

- C. For RNs working on a forty (40) hour work week, overtime at one and one-half (1.5) times the regular hourly rate will be paid for hours worked in excess of forty (40) hours in a work week.

Hours worked by an RN in excess of regular hours in which overtime has once been allowed shall not be used again in any other overtime computations. In no case will overtime compensation be duplicated or pyramided. Time paid for PTO, extended illness, or leave of absence will not be counted as hours worked in computing overtime.

RNs will not be required to work mandatory overtime or work hours above their FTE, unless obligated by the Montana Nurse Practice Act. However, if a staffing need exists and there are insufficient volunteers for overtime or extra shifts above the FTE, the Medical Center will assign mandatory overtime or extra shifts above the FTE on a rotating basis with the least senior RN from the particular work unit in which the overtime/extra shift is necessary. These instances shall be reviewed in RNCC. This article is not intended to manage/address usual staffing challenges/needs.

- D. Time schedules and days off shall be posed for six (6) weeks periods with the exception of: (1) the Visiting Nurse/Hospice Department who posts four (4) weeks shall be posted at least two (2) weeks prior to the start of that schedule; and (2) Gabert Clinic who posts four (4) weeks shall be posted at least one (1) week prior to the start of the schedule.

RNs are responsible for submitting requests off four (4) weeks in advance of the start of the next schedule with the exception of Gabert Clinic who are responsible for submitting requests off two (2) weeks in advance of the start of the next schedule. After the due date, it is the RNs responsibility to trade or make other arrangements as necessary. Schedules, once posted, may be revised only with the mutual consent of the affected RNs and the Department Director/Manager and/or their designee. Changes in schedules regarding traded days must be approved by the Department Director/Manager or their designee.

- E. Except upon the request of the RN, shifts shall be scheduled so that at least twelve (12) hours intervene between the end of one shift and the commencement of the next shift. The Medical Center, when possible, shall schedule the shifts of regularly scheduled RNs so that they may have every other weekend off. In general, RNs will not be scheduled more than 2 out of 6 weekends or 3 out of 6 weekends as department needs dictate. "Weekend" for this purpose is defined as Saturday and Sunday for day and evening shifts RNs; and the shifts commencing Friday night and Saturday night for the night shift. If the Medical Center chooses to schedule an RN for only one of the weekend days, the RN shall be considered as fulfilling their obligations under this section. "Weekend" for twelve (12) hour shifts is defined in acute care as shifts commencing at 7:00 p.m. Friday and ending at 7:00 p.m. Sunday and in extended care as shifts commencing 6:00 pm Friday and ending 6:00 pm Sunday. All hours worked during weekends shall be compensated by One Dollar (\$1.00) per hour differential. Any RN assigned to work more than two (2) weekends in succession (except when such assignment has been made at the RN's request) shall be paid one and one-half (1.5) times the regular rate of pay for each succeeding weekend worked until the RN has had a weekend off. Part-time RNs will be scheduled to work every other weekend, if possible. RNs recognize that they may be required to work every other weekend. Every attempt shall be made to schedule full-time RNs (seventy-two to eighty [72-80] hours per pay period) with consecutive days off.
- F. RNs who are required to testify on behalf of the Medical Center in litigation or hearings in which the Medical Center is a party will receive their regular rate of pay for all time devoted to this activity.
- G. Low Census Days (LCD) - During periods of low patient census, it may be necessary to reduce staff on a short-term, temporary basis. To the extent volunteers are not readily available, the Medical Center will distribute low census days off as equitably as possible among all RNs, understanding the necessity of keeping an adequate number of RNs available at all times with qualifications required to accommodate the patients in the hospital and/or nursing home. Except for changes by mutual agreement, RNs calling in ill, or LOAs, any reduction in scheduled hours by the Medical Center shall be considered Low Census.

When an RN is required to be on standby call or is requested to stay home, the RN shall accrue benefit hours on all LCD hours. If called in, the RN shall be compensated for all hours worked at their regular rate of pay. When required to be on standby call, the RN shall be compensated at the rate of Three Dollars (\$3.00) per hour for all hours on standby-call.

- H. RN requests for time away from work must be submitted in writing, per Article V. D. Advanced written notice is not required for RN illness or RN requested low census. RNs must notify their Department Director/Manager or designee at least one (1) hour before the scheduled start of a shift and daily thereafter at least one (1) hour before the start of the shift for absences related to illness. A Department Director/Manager or designee shall approve PTO for illness when an RN goes home after starting a shift. Special arrangements may be made for prolonged illness.

The Medical Center will make every effort to honor an RN's written request for PTO, a specific shift, or shift rotation schedule.

RNs recognize that they may be required to work different shifts and every other weekend, whether full-time or part-time.

- I. Upon mutual agreement of the RN, the Medical Center may make changes in the schedule after it has been posted; changes will also be documented in writing.
- J. Seniority shall be defined as the most recent date of hire as a bargaining unit RN. If an RN takes a position within the Medical Center, outside of the bargaining unit, seniority will cease for the duration of time they are not working in the bargaining unit and shall resume when they return to a bargaining unit position. RNs returning to the bargaining unit shall not bump another RN's schedule. RNs will be eligible for schedule rotation openings by seniority. Clinic RNs shall accrue seniority from March 20, 2022; previous bargaining unit experience will be added.
- K. Lay-offs of RNs will be pursuant to the Medical Center Lay-off Policy dated November 20, 2020. Changes to the policy will be made by mutual agreement of the parties.

#### ARTICLE VI - STAFF DEVELOPMENT

- A. Orientation - Newly hired RNs will be given a minimum of two (2) weeks of orientation while on duty, immediately after their employment, and RNs who have been transferred or promoted will be given two (2) weeks of orientation while on duty. At least three (3) of the shifts of orientation shall be provided for on the shift the RN is to be assigned. An informal discussion between the orientee and the Department Director/Manager will be held at the conclusion of the two (2) weeks to determine if additional orientation is required. No newly hired RN without previous nursing experience shall be required to work as a Charge RN prior to six (6) months experience at the hospital and/or nursing home without an experienced registered RN on call.



- B. Position Description - Each RN upon employment, transfer, or promotion, shall be provided with a written position description by the Medical Center setting forth requirements, duties, and responsibilities.
- C. Performance Evaluations - The performance of each RN shall be the subject of conference between the RN and the Department Director/Manager or designee. Conferences may be scheduled at any time at the request of the RN and Department Director/Manager or designee and shall be scheduled quarterly with the final annual evaluation in June. The final evaluation is comprised of the quarterly evaluations and is due June 30.

Evaluations shall be in writing by the Department Director/Manager and shall relate objectively to the performance of the RN in relation to the position description under which the RN is assigned. Evaluations that indicate a need for improvement shall bear evidence of the Department Director/Manager recommendations for achieving that improvement.

The RN may request a copy of all written performance evaluations at the conclusion of the evaluation conference.

Participation by Association members in any committee that is reviewing or revising the performance evaluation tools is encouraged.

- D. Vacancies - Notice of vacancies or of new regularly scheduled positions which may be filled by promotion of members of the nursing staff shall be furnished to all RNs by posting a notice thereof on the bulletin board. The notice shall remain posted for not less than seven (7) days. Vacancies remain posted until filled; applications may be submitted until the vacancy is filled. The Medical Center agrees to consider the application submitted by RNs pursuant to this procedure.

The posting shall include: position title and unit, FTE status, shift and hours of work, basic requirements, on-call responsibilities, position summary and how to apply.

In any case where applicants for a position possess experience, qualifications and performance which are substantially equal, as determined at the sole discretion of the Medical Center, the deciding factor in awarding positions will be seniority.

Where applicants for a position possess experience, qualifications and performance, as determined at the sole discretion of the Medical Center, the order of filling positions is as follows:

- a. Regularly scheduled RNs on the layoff list
- b. Regularly scheduled RNs returning from an extended unpaid medical leave of absence
- c. Regularly scheduled RNs
- d. Outside applicants

When the Employer opens a new RN category within the bargaining unit, this information will be reported to the Association as soon as possible after creation.

- E. Continuing Education - Continuing education for RNs will be provided by the Medical Center based on identified needs as determined and approved by the Medical Center. The Medical Center and the Association agree to utilize the Registered Nurse Conference Committee (RNCC) to consider, review, discuss, and develop policies to promote and increase the participation of RNs in continuing education courses sponsored by the Medical Center, and departmental and organizational meetings, including mandatory continuing education and required department and organizational meetings. Any such policies developed and recommended by the RNCC and upon mutual agreement of the Association and the Medical Center will become incorporated into and adopted as part of this Agreement.
- F. The Medical Center shall review at nursing staff meetings or will post for review all new or revised policies, procedures, equipment information before being implemented. It is the responsibility of the RN to attend scheduled in-services and/or to read the posted materials relating to policy and procedure updates/revisions and information related to new equipment.

ARTICLE VII - PAID TIME OFF (PTO)

- A. All regularly scheduled full-time and regularly scheduled part-time RNs working more than forty (40) hours per pay period accrue PTO. PTO is a combination of benefits traditionally granted as vacation and holidays and may be used for any purpose an RN chooses. Extended illness under Paragraph IX is not included in PTO.
- B. On the effective date of this Agreement, accrual rates shall be:

<b>Years of service</b>	<b>Accrual Rate</b>
0-5 years	. .0846/ per eligible hour worked
5-10 years	. .1038/ per eligible hour worked
10-15 years	. .1077/ per eligible hour worked
15 years or more	. .1231/ per eligible hour worked

Years of service are continuous years of service from a RN's most recent hire date.

Eligible hours for accrual of PTO are defined as follows:

1. Regular hours worked
2. PTO hours paid
3. Low census hours paid

The maximum eligible hours per pay period is eighty (80). The maximum number of PTO time an RN may accrue is two hundred ninety (290) hours.

Accrual balance above the new maximum will be paid out to the RN within thirty (30) days of the ratification of the contract.

PTO hours begin accruing on the first day of employment and are available for use following a thirty (30) day waiting period.

PTO hours are paid at the RN's regular base hourly rate at the time taken and is paid based on regularly scheduled hours. Benefit hours will be carried over from year to year but shall not exceed the above maximums. RNs will be allowed to voluntarily cash out accrued PTO hours not to exceed a maximum of eighty (80) accrued hours annually twenty (20) accrued hours quarterly, subject to a minimum of a forty (40) hour balance.

In the event of illness or low census day, the RN may at their option draw PTO.

**ARTICLE VIII - SALARY SCHEDULE**

A. The following salary schedule shall apply to RNs employed in the hospital and extended care and is effective November 1, 2023, November 1, 2024, and November 1, 2025:

**Glendive Medical Center  
Montana Nurses Association, Local Unit #21  
BASE WAGE SCHEDULE**

		<b>6.00%</b>	<b>2.00%</b>	<b>4.00%</b>
		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Service</b>	<b>Current Base - Year 3 of Current Contract</b>	<b>November 1, 2023 through October 31, 2024</b>	<b>November 1, 2024 through October 31, 2025</b>	<b>November 1, 2025 through October 31, 2026</b>
Hire	28.12	29.81	30.41	31.63
1 Year	28.70	30.41	31.02	32.26
2 Years	29.24	31.02	31.64	32.91
3 Years	29.81	31.64	32.27	33.57
4 Years	30.39	32.27	32.92	34.24
5 Years	30.99	32.92	33.58	34.92
6 Years	31.60	33.58	34.25	35.62
7 Years	32.21	34.25	34.94	36.33
8 Years	32.82	34.94	35.64	37.06
9 Years	33.48	35.64	36.35	37.80
10 Years	34.11	36.35	37.08	38.56
11 Years	34.74	37.08	37.82	39.33
12 Years	35.44	37.82	38.58	40.12
13 Years	36.12	38.58	39.35	40.92
14 Years	36.84	39.35	40.14	41.74
15 Years	37.53	40.14	40.94	42.57
16 Years	38.27	40.94	41.76	43.42
17 Years	39.00	41.76	42.60	44.29
18 Years	39.75	42.60	43.45	45.18
19 Years	40.29	43.45	44.32	46.08
20 Years	40.83	44.32	45.21	47.00
21 Years	41.36	45.21	46.11	47.94
22 Years	41.91	46.11	47.03	48.90
23 Years	42.45	47.03	47.97	49.88

The following salary schedule shall apply to RNs employed in the clinic and is effective November 1, 2023, November 1, 2024, and November 1, 2025:

**Glendive Medical Center - Gabert Clinic  
 Montana Nurses Association, Local Unit #21  
 BASE WAGE SCHEDULE**

		<b>6.00%</b>	<b>2.00%</b>	<b>4.00%</b>
		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Service</b>	<b>Current Base - Year 3 of Current Contract</b>	<b>November 1, 2023 through October 31, 2024</b>	<b>November 1, 2024 through October 31, 2025</b>	<b>November 1, 2025 through October 31, 2026</b>
Hire	25.31	26.83	27.37	28.46
1 Year	25.83	27.37	27.92	29.03
2 Years	26.32	27.92	28.48	29.61
3 Years	26.83	28.48	29.05	30.20
4 Years	27.35	29.05	29.63	30.80
5 Years	27.89	29.63	30.22	31.42
6 Years	28.44	30.22	30.82	32.05
7 Years	28.99	30.82	31.44	32.69
8 Years	29.54	31.44	32.07	33.34
9 Years	30.13	32.07	32.71	34.01
10 Years	30.70	32.71	33.36	34.69
11 Years	31.27	33.36	34.03	35.38
12 Years	31.90	34.03	34.71	36.09
13 Years	32.51	34.71	35.40	36.81
14 Years	33.16	35.40	36.11	37.55
15 Years	33.78	36.11	36.83	38.30
16 Years	34.44	36.83	37.57	39.07
17 Years	35.10	37.57	38.32	39.85
18 Years	35.78	38.32	39.09	40.65
19 Years	36.26	39.09	39.87	41.46
20 Years	36.75	39.87	40.67	42.29
21 Years	37.22	40.67	41.48	43.14
22 Years	37.72	41.48	42.31	44.00
23 Years	38.21	42.31	43.16	44.88

RNs shall progress to the next step effective the first full payroll after their anniversary date of hire. Any member who does not receive a satisfactory job performance evaluation will receive a ninety (90) day action plan for improvement. If the employee meets the expectations set forth in the action plan, they will receive the wage increase at that time. If the employee does not meet the expectations set forth in the action plan, they will not receive any wage increase and could be subject to disciplinary procedure.

The Medical Center will pay a differential of fifty cents (\$0.50)/hour per non-nationally recognized certification subject to a maximum of two (2) certifications, when an RN has achieved and maintains certifications in the Medical Center approved and nationally recognized qualification programs specifically applicable to the nursing department in which the RN is employed. This specifically includes:

- Surgery - ACLS, PALS, chemotherapy certification
- Extended care - ACLS
- Visiting Nurse/Hospice - ACLS, Home Care Hospice certifications
- Acute Care - ACLS, TNCC, NRP, PALS, STABLE
- Gabert Clinic- none

All non-national certification pay shall not exceed One Dollar (\$1.00).

RNs shall provide evidence of initial certification and upon recertification. The Medical Center will reimburse the RN for testing fees for nationally recognized certification one time per certification applicable to their nursing department.

In addition to the above certifications, the Medical Center will pay a differential of One Dollar and Fifty Cents (\$1.50)/hour subject to a maximum of two (2) certifications when an RN has achieved a national certification applicable to their nursing department. This specifically includes:

- Surgery - ASPAN, CNOR, ONCC
- Visiting Nurse/Hospice - Home Health Nursing, Certified Hospice and Palliative Care Nurse (CHPN)
- Extended Care – Geriatric Nursing, Certified Hospice and Palliative Care Nurse (CHPN)
- Acute Care – CEN, Critical Care, Medical Surgical Nursing, Psychiatric-Mental-Health Nursing, Inpatient Obstetric Nursing, CLC, Certified Hospice and Palliative Care Nurse (CHPN)
- Gabert Clinic – CLC, Ambulatory Care Nursing Certification through ANCC

Other certifications will be reviewed for approval at RNCC. To maintain this national certification pay, the RN must provide any two (2) of the following: in-services, yellow belt projects, or PI projects annually.

The Medical Center will pay a differential of One Dollar and Fifty Cents (\$1.50)/hour when an RN has achieved a BSN degree.

- B. RNs On Call – The Medical Center will compensate all floor RNs required to be on Low Census call for a specified period of time at a rate of Three Dollars (3.00) per hour.

Surgery/Hospice RNs shall be compensated at the rate of Three Dollars (3.00) per hour for all hours on call and time and one-half (1 & ½) for all hours worked while in an on call status.

OB RNs shall be compensated at the rate of Five Dollars (\$5.00)/ per hour for OB on call shifts.

RNs (not on call) called in to work shall be compensated for the time actually worked or for a minimum of (2) two hours, whichever is greater.

An RN called-in early, prior to a regular scheduled shift, with no break in time between the call-in shift and the regular scheduled shift, and/or asked to stay late shall be compensated at one and one-half (1 ½) times their base hourly rate for the actual hours worked preceding and/or following their regular scheduled shift. This is not applicable in situations where the RN stays to complete their shift duties.

Disaster drill call-ins are excluded from the two-hour minimum call-in and the one and one-half (1 ½) time pay for early call-in hours.

On Call pay is not applicable to Clinic RNs unless the Medical Center schedules RNs to be on call.

- C. RNs assigned to evening shift will receive an additional One Dollar and Fifty Cents (\$1.50) per hour worked. RNs assigned to night shift will receive an additional Three Dollars and Twenty-five Cents (3.25) per hour worked.
- D. The charge RN differential will be Two Dollars (\$2.00) in the hospital and in extended care. Charge differential is not applicable to Clinic RNs unless the Employer schedules Clinic RNs for charge nurse duties.
- E. Recognition for Prior Experience – Newly employed RNs shall receive credit for prior RN experience based on the number of years the RN has been actively employed as an RN and shall be placed on the appropriate step of the wage scale based on the RN's years of experience. 1 year of experience equals 1 step on the scale. Past experience shall be subject to confirmation through reference checks.

- F. Section A of this Article of the Agreement between the GLENDIVE MEDICAL CENTER and the MONTANA NURSES ASSOCIATION, GLENDIVE MEDICAL CENTER UNIT refers to time periods interpreted to mean six (6) calendar months, twelve (12) calendar months, twenty-four (24) calendar months, forty-eight (48) calendar months, eighty-four (84) calendar months, one hundred twenty (120) calendar months, and one hundred forty-four (144) calendar months. In all cases this will apply to continuous service.
  
- G. Premium days- The following holidays will be paid at a premium one and one-half (1 1/2) times their base rate for all hours worked on a holiday: New Years Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, December 24 (Christmas Eve), and December 25 (Christmas). Holiday pay for the Hospital shall be paid from 0700 day of the holiday to 0700 the following day. Holiday pay for Extended Care shall be paid from 0600 day of the holiday to 0600 the following day. Holiday pay is not applicable to Clinic RN's unless the Employer schedules Clinic RNs for premium days.
  
- H. An incentive shift is a shift that an RN volunteers to work from the "needs list" or as the Department Director/Manager or designee approved posted after the schedule is published.

When an RN picks up open shift(s) from the needs list, they shall receive an incentive shift differential per shift:

	<u>4 hour shift</u>	<u>8 hour shift</u>	<u>12 hour shift</u>
<u>Weekdays</u>	<u>\$50</u>	<u>\$100</u>	<u>\$150</u>
<u>Weekends</u>	<u>\$60</u>	<u>\$120</u>	<u>\$170</u>

RNs shall not exceed five (5) twelve (12) hour successive shifts or six (6) eight (8) hour successive shifts in a week. Department Director/Manager and/or designee are responsible for monitoring successive shifts worked by RNs to avoid burnout. Increased risk of employee injury and or compromised patient or resident care. This paragraph doesn't apply to RNs who work six (6) successive shifts per their regular schedule.

If an RN's incentive shift is low censused, RNs will receive the incentive shift pay, but no low census hours or PTO hours are entered on the timecard. All incentive shifts must be approved by the Department Director/Manager and/or designee.

The incentive does not apply if the work is non-routine, non-regular, non-shift situation (such as doing a job fair, health fair, teaching a class, etc.). The incentive differential also does not apply if the opening on the shift is a trade/voluntary change in the schedule for non-emergency situation.



- I. Crisis Pay: RNs picking up a shift with less than 24 hour notice or picking up a shift designated by the Department Director/Manager or designee as Crisis Pay shift will receive time and one-half (1 ½) their regular rate of pay.

#### ARTICLE IX - EXTENDED ILLNESS

- A. To be equitable to all registered RNs, each full-time RN shall be eligible to accumulate extended illness on the basis of eight (8) hours per month and part-time RNs (those working between forty (40) to seventy-one (71) hours per pay period) shall be eligible to accumulate extended illness benefits on a pro-rated basis determined by the number of regularly scheduled days of work during each month. A maximum of two hundred forty (240) hours of extended illness benefits can be accumulated. An RN may access up to forty (40) hours of extended illness per calendar year (prorated for part-time) to use for immediate family illness/injury that requires the RN to miss scheduled hours to provide care. Criteria will be identical for RN versus immediate family.
- B. Extended illness pay to the extent it has been earned shall begin on the RN's first (1<sup>st</sup>) day of illness if hospitalized or ambulatory surgery and on the second (2<sup>nd</sup>) day of all other illness and shall continue for each regularly scheduled workday which said RN misses because of such disability until the RN's cumulative extended illness benefits have been exhausted. However immediate access to extended illness shall be granted for up to three (3) times per calendar year.

In the case of maternity leave, illness hours will only be paid for regularly scheduled workdays missed while the RN is under the care of a physician. Once released, the RN may take a leave of absence without pay and/or have the option of PTO.

- C. Extended illness benefits will be paid only with respect to a workday on which the RN would have otherwise worked and will not apply to a RN's scheduled day off, PTO days, or any other day on which the RN would not have worked. Such days shall not be considered working days for the purpose of establishing the day on which extended illness pay is to commence.
- D. Full-time and part-time RN's may use applicable extended illness for the initial waiting period. RNs may request to continue to utilize their Extended Illness and PTO benefit hours in lieu of being paid Workers Compensation. Extended Illness pay does not apply if Workers Compensation is being paid. An occurrence report describing the incident must be completed and turned into the Department Director/Manager or designee, as soon as possible with a goal of within twenty four (24) hours of the injury or when illness was first noted, but in no event later than thirty (30) days per Montana statute. The Department Director/Manager or designee will assist the RN in completing the necessary forms and arrange for treatment, if required.

- E. There shall be no requirement for a doctor's certificate verifying illness or accident unless the illness or accident disability is in excess of one (1) day, after which it may be required by the Medical Center, and if so, it must be presented to the Medical Center not more than forty-eight (48) hours after return to work. Any RN found to have abused extended illness benefits by falsification or misrepresentation shall be subject to disciplinary action, which may include termination.
- F. Accumulated extended illness benefits shall not be convertible to cash bonus or severance pay when an RN is terminated from employment.

#### ARTICLE X - JURY DUTY

The Medical Center will reimburse an RN for lost work time when the RN is summoned for jury duty. The RN will receive their regular rate of pay for all *work* hours lost due to jury duty, not to exceed their approved full-time equivalent (FTE).

If an RN receives jury duty pay that exceeds six hundred dollars (\$600) (not including mileage), the jury duty pay must be submitted to the Medical Center to offset wages paid.

#### ARTICLE XI - BEREAVEMENT LEAVE

A regularly scheduled RN will be given time off with pay, not to exceed four (4) days, if such time off is needed for the purposes of attending or making arrangements for a funeral of a member of the RN's immediate family. The RN's immediate family means the RN's spouse, domestic partner, children, stepchildren, brother, sister, parents, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren. The RN shall give as much notice as possible prior to requesting funeral leave. The RN will be paid straight-time for the time lost on regularly scheduled workdays only not to exceed thirty-two (32) hours.

#### ARTICLE XII - HEALTH AND WELFARE

- A. Physical Examination - All RNs will have Quantiferon TB Gold Test completed upon employment and annual screening thereafter per CDC guidelines. A chest X-ray will be performed, if necessary, and will be completed at no cost to the individual. Hepatitis B vaccine is available to an RN at no cost to the individual.
- B. Medical and Hospitalization Insurance – The first of the month after fifty-nine (59) days from date of hire, any RN who is regularly scheduled for Twenty (20) hours or more per week will be eligible for coverage under the Medical Center's group health insurance

program. For eligible RNs participating in the Medical Center's health insurance plan, the Medical Center agrees to contribute that portion of the health insurance premium for monthly coverage at the same level the Medical Center contributes to all other employees.

- C. The Medical Center reserves the right to determine the carrier of the group health plan and agrees that the level of benefits provided under the health plan shall be maintained at the same level as other Medical Center employees. Any changes in the level of insurance coverage or carrier shall be submitted by the Medical Center to the Association before implementation.
- D. An RN covered by this Agreement shall be included in the profit-sharing plan which covers other Medical Center employees under the same terms and conditions that are applicable to those other employees. Nothing in this Agreement will alter, amend or extend the provisions of the profit-sharing plan and the administration thereof is excluded from the grievance-arbitration provisions of this Agreement.

#### ARTICLE XIII - LEAVE OF ABSENCE

- A. Family and Medical Leave Act (FMLA) – An RN may be eligible for up to twelve work weeks of FMLA during a twelve-month period under the following circumstances:
  - a. For the birth and care of the newborn child of an employee;
  - b. For placement with the employee of a child for adoption or foster care;
  - c. To care for an immediate family member (i.e., spouse, child, or parent) with a serious health condition; or
  - d. To take medical leave when the employee is unable to work because of a serious health condition.

Eligible RNs are those who have been employed for a total of at least twelve months by the Medical Center and who have worked at least one thousand two hundred fifty (1,250) hours for the Medical Center within the previous twelve (12) month period.

Any accrued PTO, or leave of absence, must be applied up to leave to care for a newborn child, a newly adopted or foster child, or a spouse, child, or parent with a serious health condition. If the leave is because of the RN's own serious health condition, any accrued PTO, extended illness, or leave of absence must be applied. After any applicable paid leave has been exhausted, an RN will not be paid for the remainder of their FMLA.

The Medical Center will maintain group health insurance coverage during a twelve (12) week family care or medical leave on the same basis and subject to the same conditions as if the RN were on active status. The Medical Center may recover the premiums paid on behalf of the RN if the RN fails or refuses to return to work after the

leave for a reason other than the continuation, recurrence or onset of a serious health condition or circumstances beyond their control.

Leave taken because of the birth, adoption or placement of a child may not be taken on an intermittent basis or on a reduced work schedule. Leave taken because of a serious health condition, whether that of the RN or the RN's spouse, child, or parent, may be taken intermittently or on a reduced schedule provided the RN has notified the Medical Center in advance except in emergent situations and provided certification as to the medical necessity as required below.

The Medical Center will require the RN to provide satisfactory medical certification of a serious health condition and for the necessity of an intermittent leave or a reduced schedule. If the Medical Center questions the certification it may require the RN to obtain a second opinion at the Medical Center's expense.

If at all possible, an RN must provide at least thirty (30) day notice of intent to take FMLA. When the leave is for planned medical treatment, the RN must make a reasonable effort to schedule the treatment so as not to disrupt unduly operations. The Medical Center asks all RNs to cooperate with it in planning and scheduling leave time.

At the end of FMLA, an RN will be restored to the same position or to an equivalent position with equivalent pay, benefits, and terms and conditions of employment. Benefits do not accrue during FMLA, except for any exhaustion of any applicable paid leave.

- B. Military Leave - An RN who is in the reserve military service or the National Guard shall be allowed unlimited, excused, unpaid absence to participate in required military service training. An employee who has completed a year's service may elect to use both accrued vacation time for such a leave and retain both vacation and military pay. The employee may elect not to use vacation time for military leave and take their regular vacation.
- C. Educational Leave - Educational leave without pay may be granted to further professional education and growth for up to twelve (12) months and can be extended at the discretion of the administration. Seniority benefits will not accumulate during this time but will remain as at the beginning of the leave.
- D. The time any RN is on a leave of absence without pay will not be counted in computing length of continuous service needed to qualify for benefit hours and the health insurance coverage.

ARTICLE XIV – DISCIPLINE AND DISCHARGE /  
TERMINATION OF EMPLOYMENT

Discipline and Discharge – It is necessary that an RN understands what is expected of them in terms of performance and also understands the Medical Center policies and regulations. It is the responsibility of the Department Director/Manager and/or designee to instruct and guide staff RNs on their shift, in order to help the RN develop good work habits and a satisfactory job performance.

RNs will report instances when instruction of staff RNs is problematic or unsuccessful to the Department Director/Manager and or designee.

An RN shall not be disciplined or discharged except for “just cause.” “Just Cause” discipline shall include the concept of progressive discipline such as verbal and written warning, where warranted, prior to suspension and/or discharge.

Verbal and written warnings shall be removed from the RN’s record two (2) years after receipt at the RNs request.

Termination of Employment - An RN shall give a minimum of thirty (30) calendar days' written notice of intention to terminate employment. The Medical Center shall give an RN, whenever possible, thirty (30) calendar days' written notice prior to layoff. In case of discharge for cause, no notice will be given.

PTO nor extended illness time may not be taken during the notice period unless approved by the Department Director/Manager.

ARTICLE XV - ADJUSTMENT OF GRIEVANCES /  
NO STRIKE / NO LOCKOUT

For the purpose of this section, days shall refer to calendar days.

If either party fails to comply with the timelines set out in the Agreement, the grievance will be resolved against the party who has violated the established timeline.

- A. Grievance Defined: A grievance is defined as an alleged breach of the terms and conditions of this Agreement. The Association may initiate a grievance on behalf of a RN or group of RNs covered under this Agreement.

Informal - It is the desire of the parties to this Agreement that concerns be adjusted informally whenever possible and at the applicable level of supervision.

If a grievance arises, it shall be submitted to the following grievance procedure. (Time limits set forth in the following steps may be extended only by mutual consent of parties involved.)

- Step 1. The aggrieved RN, in the presence of the Association Representative (if the RN desires), shall first present the grievance in writing to the Department Director/Manager no later than fourteen (14) calendar days from the date the RN was, or should have been, aware that the grievance existed.

A conference between the RN (and the Association Representative, if requested by the RN) and the Department Director/Manager shall be held within seven (7) calendar days of receipt of the grievance for the purpose of settling the grievance. The Department Director/Manager shall issue a written reply to the RN and the Association no later than seven (7) calendar days following the meeting.

- Step 2. If the matter is not resolved at Step 1 to the RN's satisfaction, the grievance shall be referred in writing to the Medical Center Administrator and the Association representative. The Medical Center Administrator, grievant, and a representative of the Association (if able to attend) shall meet within fourteen (14) calendar days for the purpose of resolving the grievance. The Administrator shall issue a written reply to the RN and the Association no later than fourteen (14) days following the meeting.

In the event the parties are unable to resolve a grievance at Step 2, either party may request within seven (7) calendar days of the decision in Step 2 that the issue be submitted to mediation, in an effort to avoid arbitration. Any such mediation shall be mutual agreement of the parties and is non-binding unless the parties reach mutual agreement on a settlement, in which event the grievance will be resolved. Selection of the mediator will be by mutual agreement of the parties. The expenses of mediation shall be borne equally by the parties. If mediation is requested, the time for notice of arbitration shall be tolled until completion of mediation.

- Step 3. If the grievance is not settled on the basis of the foregoing procedures, the Association may, no later than forty-five (45) calendar following the receipt of the Administrator's response or the close of mediation, serve notice of arbitration to the Medical Center. During the forty-five (45) day window, the Association will pursue its internal arbitration review process. If the internal review process authorizes the grievance to be moved to arbitration, the Association will deliver the arbitration notice to the Medical Center no later than seven (7) calendar days after the authorization, even if it is less than the forty-five (45) day notice.

If the Medical Center and the Association fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the list until one name remains.

The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement, as they may apply to the specific facts of the issue in dispute.

Each party shall bear one-half (1/2) of the expense of the arbitrator's fee and expenses.

- B. There shall be no strikes, sit-downs, slow-downs, lockouts, or avoidance of performance or work for which the RNs are paid, or stoppage of work for any reason whatsoever, during the life of this Agreement. The question of whether or not the Association or the Medical Center is performing its respective covenants as herein contained shall not be decided by either party unilaterally, but in case of dispute between the parties shall be decided in accordance with the provision of this article.
- C. Any RN participating in an unauthorized strike or work stoppage shall be subject to disciplinary action including discharge, if warranted.

#### ARTICLE XVI – REGISTERED NURSES CONFERENCE COMMITTEE

- A. The purpose of the REGISTERED NURSES Conference Committee (RNCC) is to facilitate communication and cooperation between RNs and management by establishing a forum for open discussions about workplace issues. The purpose of these forums will be to:
  - 1. identify problem areas which may exist between nursing service and other departments in the hospital; and
  - 2. to improve understanding of the problems and needs of RNs and management.

Any policies or recommendations made by the RNCC, upon mutual agreement of the Association and the Medical Center, will be implemented and, if applicable incorporated into and adopted as part of this Agreement.

- B. The Committee shall consist of four (4) persons selected by the Medical Center and four (4) persons selected by the Association.

The Medical Center Administrator will be advised as to the names of the four (4)

individuals selected by the Association, and the Chairperson of the Association will be advised by the Administrator as to the four (4) individuals selected by the Medical Center to serve on this Committee. Two (2) non-voting ad hoc members may be designated by either party to attend any Committee meetings.

- C. The Committee will establish its own meeting schedule, but meetings shall not be held more than once a month. Meetings may be held in the hospital and hospital facilities will be used. Meetings may also be held using a virtual format.
- D. This Committee may create sub-committees from its membership to deal with particular problems.
- E. Committee RNs attending scheduled committee meetings shall be compensated at their regular hourly rate.
- F. The Conference Committee shall review methods of staffing used by the Medical Center, including acuity systems, to ascertain the extent to which the systems meet staffing requirements and to consider alternatives and improvements. The Committee shall research and discuss a clinical ladder program.

For purposes of the Article XVI Paragraph F, the Committee shall be advisory and consultative in nature and may make recommendations to administration and the Association.

- G. Prior to implementation of new equipment or systems which affect patient care and/or care delivery, the Medical Center will collaborate with the Conference Committee members in order to allow RN participation in the decision-making process.

#### ARTICLE XVII - MAINTENANCE OF BENEFITS

- A. The terms hereof are intended to cover only minimums in wages, hours, and working conditions. The Medical Center may place superior wages, hours, and working conditions and other employee benefits in effect and may reduce the same to the minimum prescribed without the consent of the Association although the Medical Center will provide written notice to the Association.
- B. This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.
- C. Subject to the foregoing, nothing contained herein shall be interpreted as interfering with the Medical Center's rights to make, amend, revise, or delete any portion of its rules and regulations, provided that said rules and regulations are compatible with the terms provided herein.



### ARTICLE XIII - SAFETY

RNs will cooperate with the Medical Center in encouraging employees to observe all safety regulations issued by the Medical Center and to work in a safe manner.

### ARTICLE XIX - TERM OF AGREEMENT

- A. This Agreement shall become effective, November 1, 2023, and shall remain in full force and effect through, October 31, 2026, and yearly thereafter, unless either of the parties hereto not less than ninety (90) nor more than one hundred twenty (120) days prior to the expiration date or anniversary date thereof, serves notice in writing upon the other at the other's business address of such party's desire to amend this Agreement.
  
- B. The Association and the Medical Center, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such matters or subjects may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

### ARTICLE XX - ADA ACCOMMODATION

The RNs and Association recognize and acknowledge that under the Americans with Disabilities Act the Medical Center may be required to accommodate individual employees with accommodation requirements. Any reasonable accommodations implemented pursuant to such laws shall supersede the provisions of this agreement.

### ARTICLE XXI – BINDING EFFECT

This Agreement is binding upon the parties, their successors, and assigns.

### ARTICLE XXII – SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, and the State of Montana. In the event any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. If a provision of this Agreement is voided as stated above, the parties agree to meet to resolve the language in question.

IN WITNESS WHEREOF, the parties have signed this Agreement  
this 27<sup>th</sup> day of November 2023.

MONTANA NURSES ASSOCIATION LOCAL UNIT #21

"Association"

By: 

Chairperson, MNA Local Unit #21

By:  BSNRW  
Labor Relations Representative

Montana Nurses Association

GLENDIVE MEDICAL CENTER

"Medical Center"

By: 

Parker Powell  
Glendive Medical Center



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