

**Contract Between**

**MONTANA NURSES ASSOCIATION  
LOCAL #5**

**&**

**ST. JAMES HEALTHCARE**

**5/24/2023 - 5/23/2026**



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## ARTICLE 1 - PROLOGUE

### A. CONTRACT PARTIES

Saint James Healthcare, Inc., a Montana Not for Profit Corporation, operating acute care facilities at Butte, Montana (herein Hospital) and the Montana Nurses' Association (herein Association), have agreed as follows:

### B. OMNIBUS CLAUSE

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

### C. RECOGNITION AND MEMBERSHIP

1. Covered Employees - The terms hereof shall govern the wages, hours and other working conditions of all Staff Nurses (referred to in this Agreement as "RN's," "Nurses" or "Employees") employed by the Hospital excepting, all RN's employed as members of the Hospital's administrative staff, all managers, supervisors, guards, confidential employees, office clericals, professional and technical employees, and all other employees.
2. Hospital Recognition of MNA – The Hospital recognizes the Association as the sole representative for bargaining purposes of the Staff Nurses, as defined in the Hospital's job descriptions, with respect to salaries, rates of pay, hours of work and other terms and conditions of employment and practice.
3. Agency Shop
  - a. Any present or future Employee who is not an Association member and who does not make application for membership within thirty (30) calendar days of hire or thirty (30) calendar days 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.

The representation fee shall be equal or less than the regular monthly Association dues. Nurses who fail to comply with this requirement shall be discharged by the Hospital within 30 calendar 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 Article 1(C)(3) (Agency Shop).

- b. Any Employee who is per diem, will not be required to pay regular monthly dues.

- c. Any Employee who can document sincere religious belief in a religion which historically has held objection to any participation either financially or by participation in a professional association or labor organization will be held in compliance with Article 1(C)(3) (Agency Shop). They will be requested to present proof to the Montana Nurses Association of having contributed an amount equivalent to annual dues, initiation or service fees to any non-religious, non-labor, 501, c3 charitable organization. The Hospital shall not be held liable in any way for enforcement of this section.
  - d. The Hospital shall, upon receipt of signed authorization forms from the nurse, deduct the established monthly amount of Association dues and forward the same to the Montana Nurses Association or to the appropriate charitable organization as per religious exemption as outlined above.
  - e. It is understood that the failure to comply with the Association security provisions of this section relates solely to dues and initiation fees uniformly and periodically required of all members of the Association.
- 4. Contract Copies – At the time of employment, a copy of this agreement, provided by the Association, shall be distributed by the Hospital to each nurse. Further copies shall be available to any currently employed St. James Healthcare RN, without cost, in the Human Resources Department.
  - 5. Membership Lists – The Hospital will provide the Association with a list of newly hired and terminated Nurses each month. A copy of this list will be given to a Nurse upon request.

#### D. MANAGEMENT RIGHTS

- 1. The Hospital retains the exclusive right to manage, control, operate, schedule, and otherwise regulate its business, and to determine the quality and quantity of patient care, except as abridged by the contract.

Except as otherwise provided in this Agreement, the rights of management include but are not limited to the following rights:

- a. To conform existing programs to the requirements of federal and state statutes, regulations, ordinances, or codes.
- b. Management of Hospital's business, including fundraising efforts and grant applications.
- c. To determine technological changes to improve the services, methods, and processes to be employed in Hospital operations.
- d. To restructure, reorganize, relocate, expand, reduce, and discontinue processes or operations of the Hospital, including the number and location of Hospital's facilities, programs, and departments.

- e. To establish and change patient-care quality standards.
  - f. To determine and change the number of hours per day or week that operations shall be carried on.
  - g. To set and change the hours of work, determine staffing levels required, and establish and change employee work schedules and assignments.
  - h. To determine, change, and select the tools, materials, and equipment to be used in the Hospital's operations and to change or to discontinue the use of any equipment.
  - i. To assign work to Employees in accordance with applicable law and the business needs as determined by management.
  - j. To hire, transfer, promote, demote, layoff, recall (including the number of persons recalled), terminate, rehire, or otherwise relieve Employees from duty for lack of work or other reasons.
  - k. To make, change, and enforce safety rules and rules governing the conduct of Employees within the Hospital's facilities.
  - l. To supervise, manage, and direct Employees as necessary for the orderly, efficient, and profitable operation of its business.
  - m. To create and modify job classifications, job descriptions, and departments, determine position specifications, and establish and judge ability, qualifications, experience, and skill levels of Employees.
  - n. To require Employees to undergo training and professional development applicable to their job classification.
2. Failure to exercise any management right, whether or not expressly stated in this Agreement, shall not constitute a waiver of that right.
  3. It is not the intent of this Article to in any way prohibit or limit the flow of communications from Nurses to management about matters of mutual concern in the operation of the Hospital, or to interfere with the Nurses' professional judgment in the performance of nursing functions which are not established by Hospital policy.
  4. In the event economic or practical considerations justify the contracting out of any of its operations, the Hospital agrees to notify the Association sixty (60) calendar days prior to the date the contract becomes effective of the nature of the work to be so contracted, the number of Employees affected and the name and address of the contractor. The Hospital agrees to meet and bargain with the Association about the impact of any such subcontract. The Hospital agrees to provide to the contractor the names of displaced Employees who inform the Hospital of their interest in employment by the



contractor and to take other reasonable steps that the Hospital and Association may agree to regarding the contractor's hiring of displaced bargaining unit Employees.

5. The Hospital agrees to continue its current practice of notifying the Association of new or modified work rules applicable to all bargaining unit RNs within a reasonable amount of time not to exceed fourteen (14) calendar days after the new or modified rule's publication to bargaining unit Nurses.

#### E. EMPLOYEE STATUS

Any change in status requires a receipt of a successful bid to an open position or under special circumstances upon mutual agreement of Employee and Hospital.

##### Definitions:

1. Probationary Period: For the first six (6) consecutive months of employment, all Employees will be considered in a probationary period. The Hospital may extend the probationary period for three (3) additional months and will notify the Union of the extension. During this period the Employee may terminate her/his position, or the Hospital may dismiss the Employee without further obligation. This is a trial period for both the Employee and the Hospital to determine suitability and interest in the work and to provide the opportunity for an adjustment period. It is understood that the Hospital may have the option to extend the probationary period an additional month in individual instances.

Registered nurses hired as temporary Employees shall be covered under the terms of this contract, in accordance with the status provisions herein.

2. Regular Status: Regular status will be assigned to full-time and part-time Employees upon satisfactory completion of their probationary period.
3. Regular Full-Time Employment: Employees regularly work at least thirty (30) hours per week will be regarded as full-time Employees for medical insurance premiums. Employees who regularly work at least thirty-six (36) hours per week will be considered for full-time all other health benefits. Regular full-time Employees may hold more than one bid in multiple (shared) home departments.
4. Regular Part-Time Employment:
  - a. Employees who regularly accept assignments of at least 40 working hours per biweekly pay period as scheduled by the Hospital in authorized positions, will be considered regular part-time Employees and will be entitled to the appropriate benefits covered in this agreement.

- b. No RN will automatically be changed from part-time to per diem if the required hours are not met. When it is observed that the minimum hour standard is not being satisfied:
  - 1) The RN involved will be notified in writing.
  - 2) The RN will be given the opportunity to make up deficient hours, which are available from open shifts on the schedule, to meet scheduling needs on their usual shift unless otherwise agreed.
  - 3) If the RN is requesting the status change, it must be done in writing for management approval.
  - 4) Should the RN decline, they may be terminated.

2. Per Diem Employment:

- a. Employees who accept assignments on a day-to-day basis as needed by the Hospital will be considered per diem Employees. Such Nurses who work less than 40 hours every two weeks shall be considered per diem and not be eligible for benefits.
  - b. A per diem nurse will receive wages as set forth in Article 3, overtime pay (time and ½), time and one-half their regular hourly rate for holiday work, and per diem differential (contained in Article 3, Section D, item 4) and will be covered under the other sections of the agreement, except shall be excluded from sections dealing with additional economic and fringe benefits (Article 3, Section E 4,5,6, 7, 8 Article 4, Section A 1 thru 7; Article 4, Section B)).
3. Patient Service Coordinator – Patient Service Coordinators shall be a bargaining unit member who, in addition to performing nursing tasks, is designated by nursing management of the Hospital to be in charge of nursing functions of all staff, including other Nurses, on a designated shift and in a designated area. A job description specific to the designated shift and area shall be available to the nurse so designated who shall be oriented to the position.
  4. Shift Lead - Shift Lead shall be bargaining unit member assigned by the department Director/Supervisor to oversee nursing functions in a specific nursing group. The Shift Lead will be assigned on an as need basis. Shift Leads will be responsible for clinical and personnel oversight to ensure optimum workflow and quality patient care.
  5. Float Nurses – Regularly assigned float/relief nurses may be assigned per group in advance on the posted schedule. A float/relief nurse may apply for any posted position, and will no longer be considered a float if given that position
  6. Transport Nurse - The Hospital will maintain a current volunteer list of Nurses who have agreed to accept assignments by the Hospital as a transport nurse for St. James' patients.

Nurses employed as a transport nurse by St. James Healthcare will be considered as Employees of the Hospital for the purposes of liability insurance and workers' compensation coverage. All applicable health and accident policies in which Nurses participate are not affected by virtue of their performing the assigned duties of a transport nurse.

Any nurse performing transport duties who was not assigned by St. James Healthcare to such employment shall be responsible for establishing the terms and conditions of employment with the transport service firm, including the terms of liability and workers compensation coverage.

7. Preceptor Nurse – RN's who precept other RNs, as defined in the Hospital's Preceptor Program rules and regulations shall be eligible to receive a preceptor differential of \$3.50 per hour for precepting new RN hires or RN's who have made position changes to a new department. Eligibility to precept and receive preceptor pay requires agreement to complete preceptor training, the Hospital's assignment of an RN to precept, and observance of the Hospital's Preceptor Program rules and regulations. Managers will not assign preceptor duties to RNs who have not completed the Hospital's preceptor training. In the event a preceptee's assigned preceptor is not available, the preceptee may be assigned to another staff nurse, who will not be responsible for completing the orientation workbook.
8. Continuous Service – Continuous service begins with the date of employment at the Hospital and is used to compute Employee benefits. The continuous service date is recognized after the probationary period is completed. Continuous service is broken by:
  - a. A termination – voluntary resignation of an Employee.
  - b. A discharge for just cause.
  - c. A failure to report for work at the expiration of a leave of absence in accordance with the terms of the leave.
9. Agency Nurses – Agency nurses (an employee of a subcontracting employment agency) shall not be covered by the provisions of this agreement, provided however, that Agency nurses shall not be used to defeat the right of bargaining unit Nurses as specifically provided for in this agreement.

ARTICLE 2 - HOURS OF WORK; SENIORITY, LAYOFFS & RECALL,  
POSITION CHANGES, TERMINATION OF EMPLOYMENT; SCHEDULING;  
AND TIMECARDS

A. HOURS OF WORK – A standard workday shall consist of:

- 8 hours of work (to be completed in 8 ½ consecutive hours);
- 10 hours of work (to be completed in 10 ½ consecutive hours);
- or 12 hours of work (to be completed in 12 ½ consecutive hours);

with a 30-minute meal period if the nurse is relieved of her duties during this period.

The work week shall commence at 00:01 on Sunday and end on Saturday at 24:00. For the purposes of computing overtime and premium pay, a shift which is scheduled to be worked in two separate calendar days shall be deemed to have been worked during the day the shift begins.

1. Rest Periods – A paid rest period of 15 minutes will be allowed all Employees during each 4 hours of work.
2. Time at Job-Related In-Service and Designated Committees – Attendance at job related in-service education and committee meetings will be considered as time worked at base hourly rate if attendance is authorized in writing by the clinical director. (For purposes of committee meetings, committee membership shall be considered appropriate authorization.) The Hospital shall recognize and encourage continuing education for Registered Nurses in an effort to assist staff nurses to meet their professional obligations. Educational programs approved by the Hospital shall be reimbursed in accordance with Hospital travel and education policy.
  - a. Continuing Education Tuition Assistance: Primary responsibility for education rests with each individual. St. James Healthcare may reimburse Employees for education expenses directly connected with course work which can improve the Employee's ability to do their job.

The opportunity for Employees to attend educational programs, both in the Hospital and outside the Hospital should be determined in consultation with the department clinical director.

In order to be eligible for tuition assistance, the following conditions must be met:

- 1) All full time, part time, and per diem Nurses are eligible for tuition assistance. At time of application for tuition assistance, per diem Nurses must have met status requirements set forth in Article 3, Section C, #4 to be considered eligible for assistance.
- 2) Nurses must receive prior approval from their Clinical Director prior to registering for educational advancement that is directly job related (i.e., ACLS, PALS, NRP, ENPC, TNCC).
- 3) The assistance applies to tuition (registration), fees and books expenses. Provided however, upon mutual agreement of the Hospital and Nurses in a program area, the amount described in paragraph #6 below may be utilized to purchase appropriate audio-visual and other written program materials for onsite use and instruction.
- 4) Class time must not adversely conflict with work schedules.

- 5) Accepted educational opportunities include accredited educational institutions within the community, i.e., Montana Tech, Montana Tech Division of Technology or sanctioned workshops or correspondence courses.
- 6) Reimbursement of eligible tuition costs will be granted up to a maximum St. James Healthcare participation limit of \$200.00. The \$200.00 per year educational reimbursement will roll over, not to exceed \$400.00 per RN. Partial reimbursement will not be rolled over. Each RN is eligible for a one-time additional \$200.00 certification reimbursement. Nurses who transfer positions within the Hospital shall become eligible again for the one-time additional \$200.00 certification if their current certification is no longer applicable.
- 7) To be eligible for reimbursement the final grade report must evidence a grade of "C" or higher, or satisfactory completion of course, plus registration receipts must be submitted to the Human Resource Department for authorization of reimbursement.

This documentation must be attached to the Educational Reimbursement Application form. A Check Request Form must also be attached. Final reimbursement will come from the System Office.

- 8) Prepayment for approved workshops may be made to sponsoring agency prior to course. Documentation of successful completion must be supplied to Director. If successful completion is not documented, Employee is responsible to reimburse hospital the amount prepaid.
  - 9) Full tuition reimbursement and hourly wage shall be provided by the Hospital for Hospital mandated programs. For non-mandatory in-service continuing education, the Employee will not be paid their hourly wage.
  - 10) All Nurses attending tuition assisted offerings shall be responsible for sharing appropriate and applicable information to affected hospital care and service areas. Prior to attendance, the manner in which the information will be shared will be determined with their Director.
  - 11) Nurses must receive prior approval from their Clinical Director prior to registering for educational advancement directly job related (i.e., ACLS, PALS, NRP, ENPC). If an RN floats to another department outside their home department, the hospital may approve those RNs to obtain job required education, including TNCC.
3. Jury Duty – Regular, full-time and part-time Nurses who are called to serve on jury duty shall be compensated by the employer for hours spent in jury

service, not to exceed an amount equal to their regularly scheduled shifts. The Employee may retain the payment from the Court as well as receive regular wages.

4. Hospital-Requested Testimony – When a Nurse is called for testimony on behalf of the Hospital, the Nurse shall be paid their normal base hourly wage at straight time and overtime (time and ½) if applicable, for any time spent traveling and providing the requested testimony. Additional time spent preparing for such testimony shall be similarly compensated, provided that the Nurse has obtained prior approval for a reasonable amount of preparatory time from Risk Management.
5. Excused Non-Paid Absences – Non-paid personal absence may be granted Employees for “good or sufficient reason” justifying and Employee’s absence from work. Requests for such non-paid personal absences shall be made at least twenty-four (24) hours in advance except in case of emergencies that prevent such advance notice. Requests for non-paid personal absences shall be subject to Hospital approval and shall not exceed two consecutive days; provided however, such approval shall not be unreasonably withheld.
6. Shift Times – No Nurse shall be required to rotate shifts, except in an emergency, or unless written notification of shift change has been provided to the affected Nurse prior to the posting of the schedule.
7. Shift Lengths – Longer or shorter shift lengths may be established by mutual agreement between the Hospital and the Nurse. The Hospital may continue any such changed shifts for a trial period of at least three (3) months, provided that any Nurse, upon four (4) weeks’ written notice, may elect to rescind the changed shift lengths.

B. SENIORITY, LAYOFFS, RECALL POSITION CHANGES & TERMINATION OF EMPLOYMENT

1. Seniority:
  - a. Seniority as used herein shall be based upon compensable hours as defined in Article 4, Section A, Item 2.
  - b. During the probationary period, as described in Article 1(E), they will have no seniority or right to employment and may be discharged or disciplined with or without just cause. Upon successful completion of the probationary period seniority shall be retroactive to date of hire.
  - c. The seniority rights of Employees shall not impair the right or ability of the Hospital to discharge or otherwise discipline Employees for just cause. Nurses who have passed their probationary period and are placed in the disciplinary program will not lose seniority or benefits.
  - d. Seniority shall be terminated by:

- Discharge for just cause; or
  - Voluntary quit or resignation; or
  - Twelve (12) consecutive months of unemployment through layoffs; or
  - Failure to report to work after a layoff within forty-eight (48) hours after the time of being personally notified; or
  - Securing other employment during a leave of absence, unless the taking of other employment is expressly granted in the leave of absence; or
  - Retirement.
- e. Seniority shall be used for no purpose unless expressly stated in this contract. Nothing in this section shall be construed to limit the right of the Hospital to determine the number of Employees, the establishment or elimination of services, or the right to enlarge or reduce staff.
- f. Effective May 24, 2023 and retroactive 12 months to May 24, 2022, all full time and part time RNs shall accrue seniority based on their hours worked as defined in this agreement when holding additional Per Diem bids. There shall be no limit on seniority accrued when holding multiple bargaining unit bids including PRN bids.
- g. When the Hospital determines that Nurses are required to float to departments outside their Group, floating will occur in the following order, subject at all times to St. James's determination of qualifications for the floating assignment: (1) volunteers (on a "first-come/first-served" basis); (2) PRN 1 followed by PRN 2 and then PRN 3 Nurses; and (3) then the least senior Nurse in the Group floats, except Nurses will not be required to float more than one shift per week in a six-week schedule for the first six months following completion of orientation.
- h. A Nurse may volunteer to float to an area outside their group rather than take a TFR assuming:
- 1) Patient care needs on the unit to be floated to require additional staff.
  - 2) The Nurse meets competencies of "float" unit, i.e. PALS.
  - 3) The Nurse has received training/orientation to the "float" unit.

This provision shall not limit the Hospital's rights to temporarily transfer Employees between groups and subgroups.

- i. Nurses floated to another department that subsequently experiences a decrease in patient care needs will return to their home department as directed by the Hospital and will not be subject to a Temporary Force Reduction by the department to which the Nurse has been floated. Nurses may be subject to a TFR in the Nurse's or Nurses' home department based on St. James's determination of patient care needs.

## 2. Temporary Force Reduction

### a. Reduction in force by reason of low census shall be as follows:

- 1) Any mandatory TFR and/or /On-Call reductions shall take place in the affected Nursing Group, by shift, in the following order: (1) Agency nurses, subject to the Hospital's determination that releasing agency nurses would not violate or incur penalties, fees, or other costs under the applicable staffing agency agreement(s); (2) Nurses subject to an overtime rate under Article 3(D)(7) (Overtime) or a staffing incentive pay rate to the extent consistent with the applicable incentive pay policy or other governing document; (3) by assigning the TFR and/or On-Call reductions to volunteers, by seniority (4) PRN 1 followed by PRN 2 and then PRN 3 Nurses; and (5) regular full- and part-time Nurses starting with the least senior Nurse on a rotational basis. In the event of a mid-shift reduction bargaining unit Nurses will be asked to volunteer. Any voluntary TFR and/or On-Call days taken will count as a mandatory turn. During instances of an involuntary TFR/On-Call, no per diem Nurse will be utilized for nursing care within the Nursing Group for that shift.
- 2) Nurses who receive a TFR/On-Call assignment shall be allowed to use any available accrued PTO time while on TFR for those hours.
- 3) Unless Nurses elect to use available PTO, assigned hours off due to a TFR/On-Call shall be recorded and reported as temporary force reduction without pay, but seniority and other fringe benefits shall continue to accrue without interruption.
- 4) The TFR/On-Call seniority list is kept in the House Supervisors' Office and will be updated, and seniority hours adjusted. New RNs will be added to the list available for rotation once they have completed orientation. When the list is updated previous TFR/On-Call days taken will be retained.
- 5) Half of a RN's regularly scheduled shift will count as a mandatory On-Call taken.
- 6) For TFR/On-Call situations where an Employee has agreed to work an extra shift prior to the schedule being posted, the following process shall be followed:
  - a) Orient or cross train any RN, if appropriate and with approval of the director,
  - b) Ask for volunteers; if multiple RNs volunteer for the shift, the current TFR process will be followed as defined in Section 2 above,
  - c) Per Diem,



- d) Rotate by seniority
- 7) Nursing Groups.
  - a) Medical - Surgical  
Medical/Surgical  
Pediatric
  - b) Critical Care  
Intensive Care
  - c) Surgical Services  
Post Anesthesia Care Unit  
Pain Center  
Patient Service Center  
Operating Room  
Endoscopy  
Ambulatory Surgery/Prep & Recovery
  - d) Obstetrics  
Labor and Delivery  
Nursery, Well Baby and NICU  
Post-Partum
  - e) Cancer Treatment Center
  - f) Cardiovascular Service Line  
Special Procedures/Cath Lab  
Cardiac Rehab
  - g) Emergency Department

Orientation within the groups may be extended, decreased, or modified based upon the nurse's prior experience, prior employment with St. James, or familiarity with the assigned positions. Junior nurses shall be given the first opportunity for orientation to units in the Group.

### 3. Layoffs and Recall

- a. A layoff is defined as a separation from employment because of a reduction in force or reorganization caused by reasons that do not reflect discredit on the nurse or nurses to be laid off.
- b. Ability and qualifications being equal, seniority as defined herein shall govern in layoffs and recall. The Hospital will be the judge of ability and qualifications. Layoffs will be in reverse order of seniority. Probationary Employees shall be laid off prior to the layoff of Employees who have completed their probationary period.

- c. Whenever a layoff or recall occurs, the Hospital may assign and reassign Nurses to effectuate the staffing needs of the Hospital necessitated by the reduction in force, prior to implementing any requests for transfers to vacant positions.
- d. A Nurse who has been laid off within the preceding twelve (12) months shall be recalled in the inverse order in which they were placed on layoff, provided he/she is qualified to perform the duties of the position available. A nurse who is passed over retains his/her position on the recall list. Recall rights shall be forfeited if the nurse fails to keep the Hospital advised of address and/or fails to report to work within 48 hours of the recall notice.
- e. The Hospital will attempt to give at least five (5) days' notice of a permanent layoff, but in no event shall the notice be less than forty-eight (48) hours.

#### 4. Bargaining Unit Position Changes

All open positions will be posted for a period not less than five (5) calendar days. RN's may apply for the specific position for which the RN meets the minimum requirements. The Hospital will consider current St. James Staff Nurses before external applicants. Ability and qualifications being equal, as the Hospital determines, the Hospital will recognize seniority in effecting changes in job status among those who have made prior application for the position. "Ability and qualifications" will include, but not be limited to, an assessment of the applicant's work experience, license/credential, references, competencies, technical proficiencies, communication skills, and ability to work as a team member.

Ability, qualifications, and seniority will be considered in the selection of RN positions. RNs who have received corrective action, excluding professional coaching, within the past six (6) months may be ineligible for a position change. For the purposes of this subsection, a nurse who has maintained per diem status may accrue and/or retain up to 3,000 hours seniority for the purpose of obtaining consideration for open positions.

#### 5. Acquisition and Retention of Seniority

- a. Seniority can be accrued only by compensable hours gained in the bargaining unit.
- b. Nurses who leave the bargaining unit for the purposes of accepting a non-bargaining unit position at St. James Healthcare that involves patient care, medical services administration, or other positions which utilize the professional education, training and work experience of the Employee, shall have bargaining unit seniority frozen for a consecutive two-year period of time following each transfer occurrence to the non-bargaining unit position. If Nurses return to the bargaining unit within this consecutive two-year period of time, bargaining unit seniority will be

retained in full. Bargaining unit seniority will be retained to a maximum of 3,000 hours if Nurses return to the bargaining unit after the consecutive two-year period of time.

- c. Nurses who accept temporary positions can accrue and retain seniority in accordance with Article 2, Section 5.

## 6. Termination of Employment

- a. Discharge shall only be for just cause after successful completion of the probationary period.
- b. A nurse shall give the Hospital four (4) weeks written notice of intent to resign, whenever possible.
- c. The Employee's personnel record shall be available for the Employee's review.

## 7. Discipline

- a. No Nurse will be disciplined or discharged except for just cause after successful completion of the probationary period. 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 the Hospital by its policies has established circumstances justifying immediate suspension or discharge.

### Professional Coaching:

Before the Hospital initiates the first step of corrective action (written first conference), except in circumstances supporting another level of discipline as set forth in the Hospital's policies, the supervisor in question shall discuss with the Nurse the issue(s) in question and what steps should be taken to correct the issue(s). Professional Coachings shall be documented with the outcome and expectations. The registered nurse will sign and receive a copy of the professional coaching. Notes reflecting the outcome of the Professional Coaching will be maintained by the Nurse's immediate supervisor and not become record in the Employee's personnel file.

Professional Coachings are not subject to the Grievance and Arbitration procedures, as defined. Any Registered Nurse may request a nurse representative at the Professional Coaching.

- b. Discipline, when administered, will be done in accordance with the Hospital's written policies and procedures, in one or more of the following forms and normally, but not necessarily, in the following order: (1) written first (1<sup>st</sup>) conference; (2) written second (2<sup>nd</sup>) conference; (3) suspension; (4) discharge.

- c. Formal disciplinary action shall take place in a private area. All disciplinary proceedings are subject to the grievance/arbitration clause. All disciplinary entries in the personnel file not involving termination shall state the corrective action expected of the Employee. During the probationary period, an Employee may be discharged without the right of grievance or appeal. All written reprimands, notices of suspension and notices of discharge shall become a part of the Employee's personnel file and shall be read and acknowledged by signature of the Employee.

## C. SCHEDULING

1. Posting – Time schedules and days off shall be posted at least 10 calendar days in advance for a six (6) week period. Posted schedules may be changed after prior notification to and agreement by the affected Nurse.

2. Weekends:

The Hospital reserves the right to schedule part-time and full-time nurses according to the staffing and patient care needs of the Hospital (as defined by management). Consideration will be given to scheduling every other weekend off if the staffing mix (full time/part time) is such on the unit that adequate staffing will be maintained. Adequate staffing will be defined by Nursing Administration.

- a. The weekend will be defined as Friday at 1900 thru Monday at 0700 (differential paid as long as you work at least 2 hours during the defined time).

Any regularly assigned Employee working the weekend shift will receive a differential of \$2.00 per hour for all hours worked on that shift.

- b. Any registered nurse (full time, part time, per diem) who agrees by request from their Scheduling Supervisor/Director to work a second consecutive weekend will be paid a \$1.50 per hour differential for all hours worked.

Nurses who self-schedule or voluntarily request weekend schedules other than every other weekend off and nurses who voluntarily trade weekends to accommodate personal needs, such as vacations, shall not be eligible for this premium pay.

3. Orientation:

- a. Orientation for new hires shall be for a period of six (6) weeks inclusive of all areas within the group which may be extended, decreased or modified based upon the nurse's prior experience, prior employment with St. James Healthcare, or familiarity with the assigned positions. An Association representative(s) shall receive ample opportunity to provide

in-person membership information to nurses during new hire clinical orientation.

- b. Orientation for all nurses who transfer to another department shall normally be for a period of one week which may be extended, decreased or modified based upon the nurse's prior experience or familiarity with the new department. Junior nurses shall be given the first opportunity for orientation to units within the group.
- c. Except in an emergency, before being assigned to a temporary job assignment a nurse who has not worked in an area for one (1) year shall be given a one (1) day "refresher orientation" to the area.

#### D. TIMECARDS

1. Employees are required to clock in and out for each scheduled shift. Time clocks and/or KRONOS online may be used to accurately record start and stop times. Employees leaving the premises prior to the regular end of their shift must obtain prior approval from management and are required to clock out and clock in.
2. All Employees are responsible for clocking their own timecards. The Hospital will do its utmost to keep time clocks synchronized.
3. If an error is to be corrected or time clarified, Employees may document the error on Kronos editing sheet or by notifying their director/house supervisor before 7:00 a.m. on the day payroll closes. If after 7:00 a.m. on the day payroll closes, the Employee must notify their director. If the director has submitted payroll, the correction will be made on the next pay period.
4. The Employer will provide a paystub explanation key with each bi-weekly paystub available to each Employee from the Landing.

In the event an Employer payroll error occurs that requires a repayment of wages by an Employee, the Employer agrees to notify the Association of the error and to provide an Association representative during any meeting discussing the error and repayment agreement.

ARTICLE 3 – SALARIES

A. STRAIGHT HOURLY RATES - The following rates are based on a schedule of automatic progression for all registered nurses according to a completed year of service based upon individual dates of hire as a RN.

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	5/14/2023 through 5/11/2024	5/12/2024 through 5/10/2025 (0.7%)	5/11/2025 through 5/23/2026 (2.0%)
1	\$32.50	\$32.73	\$33.38
2	\$33.15	\$33.38	\$34.05
3	\$33.81	\$34.05	\$34.73
4	\$34.49	\$34.73	\$35.42
5	\$35.18	\$35.42	\$36.13
6	\$35.88	\$36.13	\$36.85
7	\$36.60	\$36.85	\$37.59
8	\$37.33	\$37.59	\$38.34
9	\$38.08	\$38.34	\$39.11
10	\$38.84	\$39.11	\$39.89
11	\$39.62	\$39.89	\$40.69
12	\$40.41	\$40.69	\$41.50
13	\$41.22	\$41.50	\$42.33
14	\$42.04	\$42.33	\$43.18
15	\$42.88	\$43.18	\$44.04
16	\$43.74	\$44.04	\$44.92
17	\$44.61	\$44.92	\$45.82
18	\$45.50	\$45.82	\$46.74
19	\$46.41	\$46.74	\$47.67
20	\$47.34	\$47.67	\$48.62
21	\$48.29	\$48.62	\$49.59
22	\$49.26	\$49.59	\$50.58
23	\$50.25	\$50.58	\$51.59
24	\$51.26	\$51.59	\$52.62
25	\$52.29	\$52.62	\$53.67
26	\$53.34	\$53.67	\$54.74
27	\$54.41	\$54.74	\$55.83
28	\$55.50	\$55.83	\$56.95
29	\$56.61	\$56.95	\$58.09
30	\$57.74	\$58.09	\$59.25
31	\$58.89	\$59.25	\$60.44
32	\$60.07	\$60.44	\$61.65
33	\$61.27	\$61.65	\$62.88
34	\$62.50	\$62.88	\$64.14
35	\$63.75	\$64.14	\$65.42
36	\$65.03	\$65.42	\$66.73
37	\$66.33	\$66.73	\$68.06

38	\$67.66	\$68.06	\$69.42
39	\$69.01	\$69.42	\$70.81
40	\$70.39	\$70.81	\$72.23
41	\$71.80	\$72.23	\$73.67
42	\$73.24	\$73.67	\$75.14
43	\$74.70	\$75.14	\$76.64
44	\$76.19	\$76.64	\$78.17
45	\$77.71	\$78.17	\$79.73

Wage increases will be as follows:

1. The new Step Model contains a two percent (2%) delta between each Step.
  2. The new Step Model has a 45 Step Scale, and is based on date of hire as a RN.
  3. The ASN and BSN Step Model will be merged to create one Step Model called "New RN scale."
  4. All current RNs were placed on the "Year 1 (New RN scale)" at their current step resulting in the first pay increase no later than the start of the first pay period thirty (30) calendar days after ratification (*i.e.*, May 14, 2023). All RNs will receive a step increase by moving down one step on the "Year 1" scale effective at the start of the pay period that contains the RN's anniversary date of hire as an RN. The Year 1 scale is effective from May 14, 2023 through May 11, 2024.
  5. Effective at the start of the pay period that contains May 24, 2024 (*i.e.*, May 12, 2024), all RN's will be moved to the "Year 2" column in the New Scale, resulting in a 0.7% across the board (ATB) base salary increase. All RNs will receive a 2% step increase by moving down one step on the "Year 2" scale effective at the start of the pay period that contains the RN's anniversary date of hire as an RN. The Year 2 scale is effective from May 12, 2024 through May 10, 2025.
  6. Effective at the start of the pay period that contains May 24, 2025 (*i.e.*, May 11, 2025), all RN's will be moved to the "Year 3" column in the New Scale, resulting in a 2% across the board (ATB) base salary increase. All RNs will receive a step increase by moving down one step on the "Year 3" scale effective at the start of the pay period that contains the RN's anniversary date of hire as an RN. The Year 3 scale is effective from May 11, 2025 through May 23, 2026.
- B. RECOGNITION FOR EXPERIENCE – Credit for prior experience will be given to new Employees so that they may begin at a higher than minimum rate. Credit given will not exceed Step 23 on the current wage scale. The maximum rate of which will not exceed the Article 3(A) salary range. Recent comparable experience shall be defined as clinical nursing experience without a significant

break in nursing experience which might reduce the level of her/his nursing skills. This credit must be approved by the Human Resources Director. This recognition for experience will also be subject to confirmation through reference checks.

**C. RATES/PREMIUM RATES/PREMIUM DAYS**

1. Employees whose working hours fall on New Year’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day shall receive holiday pay in the amount of 1 ½ times their straight time rate including differentials. The Hospital will equitably assign work on these shifts, so they are not worked consistently by the same Nurses.

Due consideration will be given to RN requests. Nurses will receive holiday pay for all hours worked from 0600 on the day of the regular holiday and through 0559 on the following day.

The Rest Day will be granted to one Employee per nursing department, per shift, per year. The Rest Day request process is contained in policy.

2. Shift Differential –Any Nurse working the majority of their shift after 3 p.m. will receive a differential of \$2.00 per hour for all hours worked on a given shift.

Any Nurse working the majority of their shift after 12:00 midnight but before 7:00 a.m. will receive a differential of ~~\$3.00~~ \$4.00 per hour.

3. Float Differential:

A regularly assigned Nurse who is floated to a group other than his/her regularly assigned group will receive a differential of \$2.25 for actual hours floated.

- a. Staffing shall be per Unit as in current practice, except for floats who shall be by Groups.

4. Per Diem Differential – Per Diem Nurses will be placed in Categories I, II or III and will paid accordingly:

<b>Category</b>	<b>Per Diem I</b>	<b>Per Diem II</b>	<b>Per Diem III</b>
Pay	Base Wage + 10%	Base Wage + 15%	Base Wage +20%
Minimum Work Expectations	2 shifts per schedule	4 shifts per schedule	6 shifts per schedule
Including		1 holiday/premium shift per calendar year  2 weekend shifts per schedule	2 holiday/premium shifts per year  3 weekend shifts per schedule



5. Charge Nurse/Patient Service Coordinator/Shift Lead/Trauma Care Coordinator:

Any nurse assigned as a Patient Service Coordinator, Shift Lead or Trauma Care Coordinator, in accordance with Article 1, Section E, Items 6 and 7, shall be paid a differential of \$\$2.50/hour. Any nurse assigned as a Charge Nurse shall be paid a differential of \$\$1.50/hour.

6. Certification Premium:

a. Nurses who obtain and maintain certification in a nursing specialty by:

- American Nurses Association, or
- American Association of Critical Care Nurses, or
- American Association of Nephrology Nurses, or
- Association of Operating Room Nurses, or
- Emergency Department Nurse Association, or
- Nurses Association of the American College of Obstetricians and Gynecologists, or
- American Society of Post Anesthesia Recovery, or
- National Commission for Certifying Agencies (NCAA), or
- Organization mutually approved by Hospital and MNA

Certification premium shall be paid an additional \$2.60 per hour premium. Maximum premium that will be paid for a single national certification or multiple national certifications will be \$2.60 per hour.

b. To qualify for certification premiums, Nurses who change specialties shall be required to obtain certification or recertification in their new specialty within 2 ½ years of their specialty change. Valid certifications must have a defined expiration date and must require CEU's to maintain currency.

To receive certification premiums, Nurses who do not have approved certifications and who have not changed specialties, have one (1) year to provide approved certifications.

In the event of a specialty change, the RN will re-qualify for reimbursement of eligible tuition costs as defined under Article 2, Section A, Item 2a. Any certification disputes shall be referred to the Labor Management Committee.

c. Nurses who successfully complete and maintain currency in Advanced Life Support programs (ACLS, PALS, NRP, and ENPC) shall be paid an additional twenty-five (\$0.25) cents per hour for a single Advanced Life Support certification. Multiple Advanced Life Support certifications will be fifty (\$0.50) cents per hour. Nurses who obtain this education outside of St. James Healthcare are responsible for costs incurred.

- d. These certification and program premiums shall be separate and apart from the base wage rate and shall not be pyramided or compounded for overtime (time and ½) or other purposes. The maximum premium paid for all such certifications shall be \$3.10 per hour.
- e. Tuition assistance will be available for certification programs as provided for in this agreement.

D. REPORTING PAY/REPORTING NOTICE, CALL PAY, OVERTIME, OVERTIME MEAL PERIODS

- 1. Reporting Pay – Employees must be given at least 2 hours' notice not to report to work as scheduled; otherwise, Employees reporting at their regularly scheduled time and station shall receive reporting pay as follows: 4 hours pay if worked 4 hours or less; and if worked more than 4 hours, pay for actual hours worked. Employees must report for work and remain available based on patient care needs.

All Employees who volunteer for a TFR after working 4 hours of their regularly scheduled shift shall forfeit reporting pay parameters and shall be compensated for actual hours worked. Employees can use their PTO bank for remaining hours not worked in scheduled shift.

Management and a Nurse will co-sign a log sheet verifying that the Hospital attempted to notify the Employee(s) that they do not have to report for their scheduled shift. Employees will provide the Hospital a primary contact number.

- 2. Reporting Notice – When an Employee is unable to report for work at their regularly scheduled starting time, such Employee must give the house supervisor/director advance notice of their inability to report, explain the reason therefore and the probable duration of their absence. If permitted by circumstances, such advance notice shall not be less than nine (9) hours.

Once an Employee has reported off, they are considered “called off” until the Employee gives notice to their manager of their intent to return to work. The Employee must give no less than nine (9) hours' notice of their intent to return to work. An Employee reporting for work, after reporting off, and without having given the required return notice, shall not be entitled to reporting pay.

- 3. Standby Call

- a. Nurses may be placed on standby call for a regularly scheduled shift by the House Supervisor or by their own Department (Reference Article 2, Section B (Seniority) Seniority G & H). At the election of the RN, standby status for a maximum of eight (8) hours may be substituted for reporting pay to which the RN may be entitled.

- b. The House Supervisor may utilize standby assignments for personnel of its selection as a substitute for a temporary reduction in force. All times scheduled as standby shall be compensated at the rate of \$4.00 per hour. When such Employees are called out to work on a regularly assigned shift, they shall be compensated at their regular rate for the balance of their shift.

When called out for work on other than a regularly assigned shift, they shall be compensated at 1 ½ times their regular rate and guaranteed a minimum of 3 hours. If called out a second time within these first 3 hours, they shall be paid 1 ½ times their regular rate but not paid for a new guarantee of another 3 hours.

A Nurse will be granted an 8-hour rest period between the end of the on-call callout and the next scheduled shift or be paid 1 ½ times their regular rate for the first four hours of the scheduled shift (decision to be made at the discretion of the clinical director/ house supervisor).

- c. Employees called back between the hours of 10:00 p.m. and 5:00 a.m. shall continue to be paid overtime in accordance with the above paragraph. Call backs after 5:00 a.m. shall be considered an Early Call Out and shall be compensated at 1 ½ times their regular rate and guaranteed a minimum of 3 hours. Hours worked beyond the first 3 hours shall be compensated at straight time.

Process: Standby call will be initiated in response to patient care needs.

- a. Voluntary Standby Call - When it is determined that Nurses must be placed on standby call, an initial request for volunteers to meet these needs will be requested by the clinical directors.

- 1) Cath Lab and Surgical Services Registered Nurses who sign up for Voluntary Standby call, to meet unplanned department scheduling needs, will be paid a \$50.00 per shift premium for every call shift covered within 48 hours of notification.
- 2) If the standby needs are not satisfied by volunteers, Patient Care Services will then move to implement Mandatory Standby Call.

- b. Mandatory Standby Call

- 1) Mandatory standby call will be implemented when voluntary call does not meet patient care needs.
- 2) Implementation will be announced through an emergency Labor/ Management Meeting.
- 3) When Mandatory Standby Call is implemented, it will be implemented house-wide for the following areas:

- 5 Main
- 3 Main
- ICU
- ER
- OB
- Float Pool

4) Call will be based upon the following priority:

- Department
- Skill level/ability
- Seniority (Least senior first called back)
- Maximum number of hours/pay period. (Maximum number of call hours worked in pay period will be 12 hours). If maximum number of hours per pay period have been met, call will then go to next senior.

5) Call-out should be first TFR'd in the event that TFR's are implemented. TFR's shall be unit specific.

6) Mandatory Call will not exceed more than 12 weeks per calendar year (January-December) per department.

- c. Emergency Call - Emergency Call shall be triggered only when Mandatory Call is implemented by management and a RN has less than 72 hours' notice to work a Mandatory Call shift. RN's shall be compensated at two-times (2X) their base salary rate for all hours worked in an Emergency Call shift.

When an Employee is unable to cover an agreed upon scheduled Mandatory Standby Call shift, the Employee will incur two occurrences under the SCL Health Attendance Policy.

4. Call Back – Employees, not on standby, who are called back to work within 12 hours after the completion of their regular shift shall be guaranteed a minimum of 2 hours and 45 minutes of work or pay at overtime rates (2X for the call back hours on a premium day) and pay at overtime rates (time and ½) for actual time worked thereafter. Shift changes will not be included in this provision.
5. Early Call Out – Employees, not on standby, who are called out to work, prior to the commencement of their regularly assigned shift shall be compensated at overtime rates (2X for the early call out hours on a premium day) from the time they report to the time at which their regularly assigned shift commences.

6. Call Out on a Day Off

- a. Any full-time or part-time Nurse who voluntarily fills needs on a plan sheet or posted schedule on their regularly scheduled days off shall be compensated at the percent (10%) above their base hourly rate. The additional 10% is in effect only if the Voluntary Call Incentive Shift is discontinued.
- b. Any Nurse who is called out to work on their regularly scheduled day off to report to work within twenty-four (24) hours of notification, shall be compensated at overtime rates (two times (2X) on premium days) for all hours actually worked.
- c. Nurses who are called out to work on a day off and who report to work but do not perform work shall be eligible for reporting pay for 4 hours at the straight time hourly rate of pay.

7. Overtime – Overtime will be paid at 1 ½ times the regular rate for hours worked:

- in excess of 8 hours in one shift (for eight-hour shifts);
- in excess of 10 hours in one shift (for ten-hour shifts)
- or in excess of 12 hours in one shift (for twelve-hour shifts)
- for all hours in excess of 40 hours per week.

Overtime will be paid as rounded to the nearest ¼ hour. In no case will overtime pay and premium pay be paid twice for the same hours worked.

All overtime must be approved by the Department Director. Both the Employer and the Association concur that overtime should be discouraged. Time paid for PTO and other paid leave will not be counted as hours worked in computing overtime. In the event of a callout, RNs called out to work on their regularly scheduled day off shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked. There shall be no pyramiding or compounding of overtime pay, no pyramiding or compounding of premium pay and no pyramiding or compounding of premium pay with overtime pay. When an RN is eligible for premium pay under more than one provision of this Agreement, only the provision resulting in the highest rate of pay for the hours worked shall apply. Hours worked that are paid at 1 ½ times (or more) the regular rate for a single shift will not be used to calculate weekly overtime. For example, if an RN scheduled to work an eight-hour shift works nine hours, the ninth hour is paid at the overtime rate and not counted as hours worked for the purpose of calculating weekly overtime. Similarly, hours worked and paid at the holiday pay rate under Article 3(D)(1) shall not be counted as hours worked for the purpose of calculating weekly overtime.

## 8. Overtime Meal Periods

- 1) An Employee who works an eight (8) hour scheduled shift and who cannot be relieved from duty within six (6) hours from start of scheduled shift by the Hospital for a meal break shall be compensated for thirty (30) minutes work at overtime rates (time and  $\frac{1}{2}$ ). All overtime must be signed and approved by the House Supervisor or Patient Services Director.

An Employee who works a ten (10) hour scheduled shift and who cannot be relieved from duty within seven (7) hours from start of scheduled shift by the Hospital for a meal break shall be compensated for thirty (30) minutes work at overtime rates (time and  $\frac{1}{2}$ ). All overtime must be signed and approved by the House Supervisor or Patient Services Director.

An Employee who works a twelve (12) hour scheduled shift and who cannot be relieved from duty within eight (8) hours from start of scheduled shift by the Hospital for a meal break shall be compensated for thirty (30) minutes work at overtime rates (time and  $\frac{1}{2}$ ). All overtime must be signed and approved by the Hospital Supervisor or Patient Services Director.

If Employee chooses not to take their schedule meal break as offered/assigned, Employee forfeits the thirty (30) minute overtime for their scheduled shift.

- 2) Any Employee who works four (4) or more hours before or after his or her scheduled eight (8) or twelve (12) hour shift shall be awarded an additional thirty (30) minutes pay at overtime rates (time and  $\frac{1}{2}$ ) in lieu of a meal break.

- E. BASIC PAY PERIOD - The basic pay period will consist of 80 hours in a consecutive 14-day period. All hours worked will be paid as rounded to the nearest  $\frac{1}{4}$  hour.

ARTICLE 4 - BENEFITS

A. PAID TIME OFF (PTO)

1. PTO time is accumulated for all permanent full-time and part-time Employees and will be calculated on the basis of compensable hours at the following schedule:

**PTO accrued per compensable Hour (based on each year of service)**

<b>Years of Service</b>	<b>Accrual Rate</b>
0-4	.093
5-9	.113
10-15	.123
16+	.135

2. Compensable hours for the purpose of this section shall mean all hours paid such as regular time, overtime at the straight time rate, paid PTO Time, and paid Sick Leave; but does not include convenience hours such as, but not limited to, standby hours or hours off for workers' compensation. Provided, however, that when an Employee loses work by reason of a workers' compensation accident or illness, after one year of employment, such absence shall be considered compensable time for a maximum of 90 days, commencing with the date of the accident or illness. When an Employee loses work by reason of a non-workers' compensation accident or illness, their absence, to the extent that it exceeds the Employee's accrued PTO and Sick Leave benefits, shall be considered compensable time for a maximum of 30 days beyond accrued PTO and Sick Leave benefits after one year of employment.
3. PTO Time can be accessed upon accrual. PTO Time hours accumulated will be paid to the Employee at termination or layoff.
4. A minimum of 20 accrued days of PTO Time will be taken each year by each full-time Employee. (At least 10 of these days must be taken consecutively.) A minimum of 5 accrued days of PTO Time will be taken each year by each part-time Employee. During each Prime Time (June-August and October-December), Employee can take a maximum of one, 14 consecutive day vacation. Employee must approve any changes made to cyclical schedule to cover vacation needs. If the Hospital has approved and scheduled an absence of two (2) or more days, than the nurse will not be required to provide relief coverage. This paragraph shall not be construed to affect vacation scheduling needs or practices of the Hospital.
5. PTO Time other than time used for sickness must be scheduled in advance using a designated system supplied by the Hospital and will be granted subject to the scheduling requirements of the Hospital. No payments will be made until appropriate forms have been executed. Periods of less than

5 days must be requested 1 week in advance. Periods of more than 1 week must be requested before the posting of each schedule for time off requested during a given 4-week schedule. By mutual agreement, vacation schedules will be addressed in each department with department-specific policies/protocols. Vacation time granted may exceed 14 consecutive days with the approval of the supervisor/Director.

It is not necessary to fill out a request for PTO Time or Excused Absence relating to sickness or bereavement leave until an Employee returns to work; however, Employees will be required to keep their director/house supervisor informed of their status, and may request the payroll forms be initiated.

PTO time may be accumulated from year to year, however, will not exceed 300 hours. When a Nurse has accumulated 80 hours of PTO time, they may make an election, during the election periods below, to indicate the amount of PTO cash out they want to receive on the two (2) pay dates each year below, except that OB, Cath Lab, and OR Nurses have three (3) available pay dates each year.

The PTO that will be available for cash out is based on the amount of PTO accrued up to 80 hours each election during that year.

Nurses who elected to cash out PTO during the November 15 – December 15, 2022 election period will receive their remaining PTO cash out payment on the first pay date in October 2023, provided that the cash out will not result in less than 72 hours of accrued and available PTO in accordance with the prior CBA.

### **CALENDAR YEAR 1**

Election Period: November 15, 2023 – December 15, 2023

Payment Date for Election Period:

- First pay date in May 2024
- First pay date in October 2024
- First pay date in December 2024 (Cath Lab, OR, and OB Nurses only)

### **CALENDAR YEAR 2**

Election Period: November 15, 2024 – December 15, 2024

Payment Date for Election Period:

- First pay date in May 2025
- First pay date in October 2025
- First pay date in December 2025 (Cath Lab, OR, and OB Nurses only)

### **CALENDAR YEAR 3**

Election Period: November 15, 2025 – December 15, 2025

Payment Date for Election Period:

- First pay date in May 2026



- First pay date in October 2026
- First pay date in December 2026 (Cath Lab, OR, and OB Nurses only)

MNA members will be allowed to make an election that will indicate the amount of PTO cash out they want to receive during the 4 election periods during the following year. The PTO that will be available for cash out is based on the amount of PTO accrued up to 80 hours each election during that year. Elections once made cannot be cancelled or changed.

Any member may elect to cash out their PTO during the Election Periods. No member may drop below 72 PTO hours in their bank as a result of any cash out. At the time of pay-out, if the Employee has not yet accrued the full amount elected, the member will be paid up to their accrued amount. If the member does not cash out all of the accrued amount during the election period, that amount will remain available for the next cash out. Accrued hours not cashed out during the year will roll to a PTO pot that may only be used for time off.

No PTO benefit accrual will be received on this buy down.

6. PTO Time will be scheduled and paid for, only with respect to the days an Employee would normally work, at the Employee's straight time rate.
7. Differential PTO: PTO may be used to off-set a loss incurred during a scheduled vacation for the following: Night Shift, Lead Nurse, and Cert Pay differentials. It is the nurse's responsibility to add in Kronos or by exception sheet, the hours of three (3), six (6), or nine (9) to off-set differential loss. Nurses are required to round up or down to nearest hour to closest meet the RN's need to off-set loss.

All of the following criteria must be met:

- The Nurse must work at least one of the above-listed differentials for at least 50% of their FTE
- Applies to a request of a minimum of one (1) weeks' vacation equal to the FTE
- Request must be made prior to the submission of payroll on KRONOS timesheet

#### B. LEGACY BANK (STIB & EIB)/SHORT-TERM AND LONG-TERM DISABILITY

STIB cash-out will no longer be available after November, 2020. MNA Employees who are eligible will be allowed to cash-out up to 100 hours from their Legacy Bank during the first payroll period in November.

1. Step 1 Process: The first day of any sick leave occurrence will be debited from the Legacy Bank and will continue until the Employee may qualify for the System Short-Term Disability (STD) benefits plan. If the Employee does not have any Legacy Bank hours, missed shifts will be debited from the Paid Time

Off (PTO) bank. If the Employee does not have any PTO accrued, this time will be unpaid. Family Medical Leave Act (FMLA) absence or hospitalization qualifies for immediate Legacy Bank and/or PTO Bank access. If Employee does not have any Legacy Bank and/or PTO Bank available, leave will be unpaid, unless on Short- or Long-Term Disability.

2. Pay for Scheduled Workdays – Legacy Bank and/or PTO Bank benefits will be used with respect to a workday on which the Employee would otherwise have worked, and will not apply to an Employee’s scheduled days off, PTO Time off or any other day on which the Employee would not have worked.
3. STD benefits may be used for continual periods of illness only for an Employee’s own serious health condition for up to a maximum of 180 days that starts on the 8<sup>th</sup> calendar day of incapacity from the Employee’s first day of medical absence.
4. Top-Up to Short Term Disability

Employees are allowed to Top-Up from Legacy or PTO Banks to supplement the STD Benefit up to 100% of Employee’s base rate or pay. An Employee on approved STD will automatically receive the Top-Up supplement upon commencement of the approved STD benefit.

The Top-Up supplement will first come out of the Employee’s Legacy Bank. If the Legacy Bank is exhausted, the supplement will come out of PTO. Should the Legacy and PTO Banks be exhausted and the Employee is still on an approved STD leave, the Employee will continue to receive the eligible STD benefit, but the STD benefit will no longer be supplemented.

In order to opt out of receiving the top-up supplement, the Employee must follow the notification process as directed by the Hospital. The opt out option cannot be applied to any top-up supplement that was given prior to the opt out request.

Employees are eligible for Long Term Disability (LTD) benefits after meeting the 180-day elimination period of more than one hundred eighty (180) consecutive days. Top-up from the Legacy Bank or PTO Bank is not allowed as a supplement to the LTD benefit.

#### C. HEALTH AND WELFARE SERVICES

As of January 1, 2024 and as otherwise defined in this agreement, the Hospital will make available to eligible Nurses the Intermountain Healthcare-provided Medical, Dental, Vision, and Life Insurance plans on the same terms as other hourly St. James employees who are not union-represented. The parties shall meet and bargain the effects of plan reduction resulting in an increase of the employee contribution of greater than 15%. Nurses who, as of this Agreement’s ratification, have elected Medical, Dental, Vision, and/or Life

Insurance coverage through the Hospital's current plans, will remain on those current plans until the transition to the above-referenced Intermountain-provided plans.

1. Exposure to Contagious Disease - If a Nurse has been exposed to a contagious disease and it has been approved by the Infection Control nurse that a chest x-ray, and/or appropriate laboratory test is indicated, such examination shall be provided by the Hospital without charge to the nurse.
  - a. For scheduled services, the Prompt Pay discount of 15% will be offered at pre-registration or at the time of service. If applied at the time of service and the payment collected is less than the actual charges, the patient must call in to the call center to have the prompt pay discount applied to the additional balance.

After the point of service, the prompt pay discount can be applied to any patient by St. James on site personnel or via the call center as follows:

- May be applied to Self-Pay or BAI balances but not to insurance co pay amounts.
- Account must be paid in full, not on any type of payment arrangement.
- Patient cannot have received another discount such as AGB for financial assistance or an employee discount.
- Generally, can be applied within first statement cycle but can be offered up to the Level 2 statement.

The discount will be manually applied utilizing a unique Epic code for tracking purposes.

2. Retirement Plan – Nurses will be eligible to participate in a 401(k) plan on the same terms, conditions, and changes applicable to Hospital employees who are not union-represented. Through at least April 2, 2024, the 401(k) plan terms will include: (a) an employer matching contribution equal to 100% of the first 3% of eligible pay that participants contribute and 50% of the next 2% of eligible pay that participants contribute (for a maximum employer matching contribution of 4% of eligible pay); and (b) an automatic employer contribution equivalent to 2% of eligible pay, irrespective of whether Nurses contribute to the plan. In the event that the maximum employer matching or automatic employer contribution percentages decrease after April 2, 2024, by more than 2% in the aggregate, the Hospital will bargain the effects of the decrease at MNA's request. Eligibility, eligible pay, and other terms and conditions are subject to the 401(k) plan documents and Internal Revenue Service regulations, as applicable.
3. On-The-Job Injuries – All Employees are covered by Workers' Compensation Insurance carried by the Hospital for the protection of the Employees. Injuries received at work, no matter how minor, must be reported immediately to the house supervisor or Workers' Compensation

coordinator, who will arrange treatment. The Employee will complete necessary forms and submit them to their director/house supervisor.

4. Workplace Violence - The Employer and Association agree to continue to keep a Workplace Violence Program in place (WVP) and update as needed through LMC.

The employer shares in the responsibility to have all violent events reported to police promptly.

In the event that an Employee is injured in an act of violence or witnesses an employee injured in an act of violence, the employer will conduct a private meeting to offer support that is available economically, professionally, and emotionally. The Employer will ensure necessary accommodations, if needed, so the Employee may attend up to six (6) counseling sessions through the Employee Assistance Program at no cost to the employee.

#### D. LEAVES OF ABSENCE

1. Leaves of absence may be granted by the Hospital to Employees in accordance with current Hospital policy.
2. The Employer will comply with the Americans with Disabilities Act (ADA), the Uniformed Services Employment and Re-Employment Rights Act (USERRA).
3. PTO Time or Sick Leave will not accrue or be paid during the period of an unpaid leave of absence.
4. Notification of availability to return to work after a leave of absence must be made to Human Resources/respective director at least 2 weeks prior to expiration of the leave.

### ARTICLE 5 - CONTRACT ENFORCEMENT PROVISIONS

#### A. GRIEVANCE PROCEDURE:

A grievance is defined as any allegation involving the interpretation, application or claim of breach or violation of a specific provision of this Agreement. All grievances shall be resolved through the grievance and arbitration procedure set forth in this Agreement.

1. Steps:

Step 1: Any grievance of an Employee shall first be taken up by the Employee with the immediate director for adjustment within twenty (20) calendar days of the claim arising, and,

Step 2: if not satisfactorily settled within 7 calendar days by the director, the grievance shall be reduced to writing within 7 calendar days, in duplicate,

and the original shall be given by the Employee (and a representative of the MNA Labor Management Committee, if requested by Employee) to the appropriate Chief Nursing Officer and an HR representative; and

Step 3: if not satisfactorily settled within 7 calendar days by the Chief Nursing Officer and the HR representative, then a copy of the grievance shall be presented to the Care Site President or her/his representative, then;

Step 4: if such controversy cannot be settled between the Hospital and the Association within 7 calendar days after submission to the Care Site President or his/her representative, either party may refer the matter for arbitration.

2. In the event that the parties are unable to resolve a grievance pursuant to the foregoing procedure, upon mutual agreement of the parties the issue may be submitted to mediation in an effort to avoid arbitration. Any such mediation shall be non-binding unless the parties reach mutual agreement on a compromise. If an agreement is reached, the agreement shall be reduced to writing and signed by the parties.

The agreement shall not set precedent and shall constitute a settlement of the grievance. Selection of the mediator will be by mutual agreement of the parties. The expense of mediation shall be born equally by the parties. Mediation must be requested within fourteen (14) days of the decision in Step 4. If mediation is requested, the time for notice of arbitration shall be tolled until the completion of mediation.

3. In no case shall there be any consideration given to any grievance unless such notice is submitted by the aggrieved party to the other party within twenty (20) calendar days after the occurrence of the incident subject to grievance. Failure to give such notice shall constitute a permanent waiver and bar of such grievance.
4. The employer shall have the same right to file a grievance and demand arbitration as granted to the Association herein. In the event that the employer shall file a grievance, the same shall be presented to the Unit President of the Association in writing, and said representatives shall then meet to decide the grievance.

If a satisfactory settlement does not result, the disagreement shall be reduced to writing, dated, and signed by the representatives of both parties. Within the time limits set forth herein for grievances filed by the Association, management shall notify the Association of its desire to arbitrate and shall thereafter, within the time specified, file a request with the appropriate agency or association for the list of arbitrators.

## B. ARBITRATION

1. In the event a grievance is not resolved through the procedure set forth in Steps 1-4, above, then such grievance shall be submitted for final and binding arbitration, at the request of the moving party. If a matter is referred for arbitration and the parties cannot agree upon a Montana arbitrator, they shall jointly request the FMCS for a list of 7 arbitrators. Upon receipt of such list, the parties shall meet and alternately strike names from the list. Which party shall be first to strike shall be determined by chance. The last arbitrator remaining on the list shall hear the matter. Each party shall bear the costs of presenting its own case. The parties shall jointly share the fees and expenses of the arbitrator whose decision shall be final and binding. Any party that requests a court reporter or a copy of the transcript shall be responsible for its proportionate share of the court reporter's fee. The arbitrator shall not have the power to add to, delete from, modify or amend any of the provisions of this Agreement.
2. At any time during processing of grievance or arbitration, the parties by mutual agreement may waive the time periods set forth herein. The parties may also mutually agree to waive the steps and move directly to binding arbitration. All waivers under this paragraph must be in writing.

## ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY & OTHER CONTRACT PROVISIONS

- A. EQUAL EMPLOYMENT OPPORTUNITY – There shall be no harassment of, discrimination or retaliation against, or wrongful termination of any Employee on the basis of race, color, sex/gender (including gender identity, gender expression, pregnancy, breastfeeding, childbirth and related medical conditions), sexual orientation, creed, religion (which includes religious dress and grooming practices), age, marital status, registered domestic partner status, national origin, ancestry, physical or mental disability, medical condition, genetic characteristics, military or veteran status, union membership, or any other characteristic protected by federal, state or local law, including but not limited to claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Family and Medical Leave Act, the Montana Human Rights Act, the Montana Wrongful Discharge from Employment Act, or any other similar laws, rules or regulations.

Alleged violations of this Section A are not subject to the grievance and arbitration procedure outlined in this Agreement.

- B. NO RETALIATION - The Hospital will not retaliate against any employee because of the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful or because of the employee's participation in an investigation or employment discrimination proceeding.

Harassment, including sexual harassment, or abusive treatment of Employees, patients, or other persons by supervisory or non-supervisory personnel,

physicians, patients, volunteers, visitors, or vendors on any basis that is prohibited under applicable law will not be tolerated. This includes, but is not limited to, conduct or behavior that is severe or pervasive enough that an Employee cannot reasonably perform his or her work or creates an intimidating, hostile, or offensive work environment related to unlawful discrimination.

Alleged violations of this Section B are not subject to the grievance and arbitration procedure outlined in this Agreement.

- C. REASONABLE ACCOMMODATIONS FOR DISABILITY - To comply with and in accordance with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Hospital will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified employee with a disability, unless undue hardship would result to the Hospital. Any employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact the Human Resources department and request such an accommodation, specifying what accommodation he or she needs to perform the job.

Alleged violations of the Section C are not subject to the grievance and arbitration procedure outlined in this Agreement.

- D. LABOR MANAGEMENT COMMITTEE – Hospital Management, jointly with the elected representatives of the Registered Nurses, shall maintain a Labor-Management Committee to assist with areas of concern. The purpose of the committee is to foster improved communications between the employer and the nursing staff. The function of the committee is limited to an advisory capacity. The participating members will represent the views of their respective group.

Such a committee shall be on a permanent basis and meet at least quarterly. Meetings will be held monthly unless it is mutually agreed otherwise. All members of the committee shall be Employees of St. James Healthcare. All new policies and any changes to existing policies affecting nursing practice and patient care will be brought to the Labor Management Committee.

E. ASSOCIATION ACTIVITIES

1. No Employee shall engage in Association activities on an Employee's work time and at an Employee's work area except as provided in Section 5.11 and 5.12, and except for conferences called and conducted by the Hospital Administration.
2. Authorized representatives may enter the hospital for the purpose of ascertaining whether or not this agreement is being observed by the parties hereto provided that such visits shall be made by appointment with the CNO or Human Resources or designee, and that the authorized representative shall indicate the purpose of the visit and shall designate the areas of the Hospital which such representative or representatives desire to visit.

Authorized representatives (Union Stewards and Union Representatives) will wear provided Hospital ID badges when on-site for hospital/union business.

3. All visits by Authorized Representative shall be conducted with decorum and appropriate discretion so as not to interfere with the patients, other staff Employees of the Hospital, physicians or visitors.
4. Association representatives who are Employees of the Hospital appointed by the Association to investigate complaints or claims of grievances, shall notify, and obtain permission from his or her supervisor before leaving his/her work assignment for the purpose of investigating such complaints or alleged grievances. No permission to leave work assignments shall be granted where the director/house supervisor determines that essential medical services are in progress.
5. The Association shall be permitted to post the following types of notices:
  - a. Association meeting notices;
  - b. Association election notices
  - c. Notices of appointment to offices;
  - d. Notices of Association social affairs;
  - e. Minutes of Labor Management Committee (LMC). (Hospital not responsible for maintenance of minutes on bulletin boards.)

No other notice shall be posted unless it has been approved for posting by the Human Resources director or an employee of Human Resources and the CNO, it being agreed that such approval shall not be unreasonably withheld. There shall be a bulletin board available in all nursing departments and/or in all nursing department break rooms.

6. Because the Association presently has no offices or headquarters in Butte, or has no affiliation with other local union facilities, the Hospital agrees to provide a room or facility for a prescheduled regular meeting (not to exceed once per month), for the sole purpose of conducting business relating to the internal affairs of the bargaining unit or the administration of the collective bargaining agreement. The times and meeting places shall be subject to prior approval by Human Resources.

It is understood that the use of any facilities shall be limited to the matters described herein, and shall not extend to solicitation, social or other activities inconsistent with the purposes described herein.

#### F. NO STRIKE – NO LOCKOUT

1. During the term of this agreement, no Employee shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the Hospital.



2. The Association, its officers, agents, representatives and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in or sanction any stoppage or interruption of work, as described in Section 1 above, or ratify or condone or lend support to any such conduct or action.
3. In addition to any other liability, remedy or right provided by applicable law or statute, should a stoppage or interruption of work, as described in Section 1 occur, the Association within 24 hours of request by the Hospital shall:
  - a. Publicly disavow such action by the Employees;
  - b. Advise the Hospital in writing that such action by the Employees has not been called or sanctioned by the Association;
  - c. Notify Employees of its disapproval of such action and advise the local unit chairperson to instruct such Employees to cease such action and return to work immediately.
4. The Hospital agrees that it will not lock out Employees during the term of this agreement.
5. In lieu of, or in addition to any other action at law or equity, including use of the regular grievance procedure in Article 5 (Contract Enforcement Provisions), any party may institute the following expedited procedure when a breach of this Article 6(F)(No-Strike/No Lockout) is alleged:
  - a. The party alleging a violation of this Article 6(F) shall deliver written notice to the other party and request an arbitration panel of seven (7) from the FMCS noting the panel request is under FMCS expedited arbitration procedures and, to the extent permissible under FMCS procedures, affiliated with American Arbitration Association (AAA) members using the FMCS online arbitration request form. Immediately upon receiving the panel, the parties shall meet within twenty-four (24) hours and alternately strike names from the list. Which party shall be first to strike shall be determined by coin-flip. The last arbitrator remaining on the list shall hear the matter. The parties shall notify the selected arbitrator immediately. The arbitrator shall notify the parties of the hearing by facsimile, e-mail or hand and hearing shall be scheduled within twenty-four (24) hours with agreement of the arbitrator. The failure of either party to attend a hearing properly noticed by the arbitrator shall not delay the hearing or the issuance of an award. The sole issue in the hearing shall be whether a violation of Article 6(F) (No-Strike/No Lockout) has occurred or is occurring. With agreement of the arbitrator, the hearing shall continue without adjournment until it is concluded. The arbitrator shall issue a written award within twelve hours after the close of the hearing. If the arbitrator finds that a violation has occurred or is occurring, the arbitrator shall issue a cease-and-desist order, and may award other appropriate equitable relief. The arbitrator's award shall be immediately enforceable by a court of competent jurisdiction. The fees

and expenses of the arbitrator shall be borne by the party or parties found to be in violation of this Article, or in the event no violation is found, by the moving party.

- b. If the arbitrator determines that a violation of this Article has occurred, the Association or Hospital shall, within three (3) hours of receipt of the arbitrator's award, direct all employees participating in such work stoppage to cease the work stoppage immediately and to abide by and follow any directives from the Hospital concerning such employees' return to work or the Hospital will immediately cease the lock-out and allow RNs to return to work. The Association/Hospital shall provide the Association/Hospital with copies of any written materials it distributes to employees concerning the cessation of the work stoppage/lock-out and/or their return to work or, if such direction is provided verbally by either party, details of the verbal direction to cease work stoppage/return to work shall provided to the other party.
6. It is agreed that upon any question that arises between the employer and the Association only those members of the Association who are employed by the employer shall have the right to vote on such question. It is understood and agreed that when any question or grievance arising between the employer and the Association is submitted by the Association to a vote, it shall be voted on by local members of the Unit only.
- G. ETHICAL AND RELIGIOUS DIRECTIVES – The Hospital reaffirms its dedication to the preservation of human life in all its forms and at all stages of its development. In addition, the Hospital reaffirms its belief in the moral teaching of the Roman Catholic Church as particularly expressed in the Ethical and Religious Directives for Catholic Health Facilities as promulgated by the National Conference of Catholic Bishops in November, 1971.
- H. CONTRACT TERMS AS MINIMUMS – The terms hereof are intended to cover only minimums in wages, hours, working conditions, and other Employee benefits. The Hospital may place superior wages, hours, working conditions and other Employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Association. The Association shall, however, be given notice of all such changes.
- I. CONTRACT MODIFICATIONS – This contract comprises the full agreement between the parties hereto as to the matters herein contained. During the term of this agreement and any extension 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 the Association. No pre-existing, concurrent or subsequent conditions of employment or agreement for employment shall be effective to alter or modify any of the terms, covenants or conditions herein contained unless such alteration or modifications shall be in writing between the Association and the Hospital.

- J. COMPLIANCE WITH FEDERAL & STATE LAWS – It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulation, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provisions of this Agreement are in contravention of the laws or regulations of the United States or the State of Montana, such provisions shall be superseded by the appropriate provisions of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect. In the event that federal or state law is affected that contradicts any term of this Agreement, the parties agree that the Agreement will be revised to comply with current federal and state law during bargaining for the successor contract.
- K. MONTANA NURSE PRACTICE ACT – For all RN's the practice of nursing in the Hospital shall be in compliance with the Montana Nurse Practice Act.
- L. TERM OF AGREEMENT & CONTRACT REOPENING CONDITIONS
1. This agreement shall become effective May 24, 2023 and shall remain in effect through May 23, 2026 and from May 24 through May 23 annually thereafter unless modified or terminated as detailed below. In Year 2 of this Agreement and in the event the Hospital determines financial circumstances necessitate a contract opener, MNA agrees to the opener.
  2. Either party may terminate or reopen this Agreement for modification by serving written notice on the opposite party not less than 90 days or more than 120 days prior to the expiration date or any anniversary thereof.
  3. If no accord is reached by the parties by the expiration date, the entire Agreement shall expire on such date. The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

#### ARTICLE 7 - OB AGREEMENT

It is agreed by Employer and the MNA that any full time, part time, or per diem Registered Nurse (RN) working on the Obstetrics Unit (OB) will agree to the following terms.

- A. Full time RNs on OB would be scheduled for two 12 hour shifts and one 12-hour call shift each week. Part time RNs on OB would be scheduled for one 12-hour shift and one 12-hour call shift each week. If census is low and the nurse does not get called in when on call, the nurse would be paid at their regular wage for those 12 hours.
- B. Part-time RNs may be scheduled for less than 12-hour shifts and only paid for the length of their shift (i.e. 5 hours).

- C. Overtime will not be paid if the OB RN is here longer than 12 hours (section 3.55) but would be paid straight time until they reach 40 hours in a week. As per federal law, any hours above 40 hours in a work week will be paid at the overtime rate of 1 ½ times the regular rate.
- D. OB RNs will no longer qualify for the following:
  - 1. premium pay on holidays
  - 2. reporting pay
  - 3. stand by call
  - 4. call back
  - 5. early call-out
  - 6. call-out on day off
  - 7. overtime after 12 hours
  - 8. overtime meal periods
- E. In exchange for the RN giving up all premium pay, they would receive \$1.00 per hour differential for all hours worked.
- F. For all other purposes, the OB RNs will follow the contract language. This agreement shall remain in effect unless the Employer or the MNA feel that this agreement is no longer effective. If terminated all contractual language set forth in the MNA contract would be reinstated.

In addition to the terms of Article 7 above, the following additional terms apply to OB Nurses working night shifts:

- A. The standard work day shall consist of twelve (12) hour work to be completed in twelve (12) consecutive hours, with **NO** 30-minute meal period.
- B. The standard shift shall be 1915-0715.

#### ARTICLE 8 - OR AGREEMENT

It is agreed by Employer and the MNA that any full time or part time Registered Nurse (RN) working in the Operating Room (OR) will agree to the following terms.

- A. Full time RNs in OR will be scheduled for three or four shifts alternating weekly. The week that the RN is scheduled to work three shifts he/she will be responsible for an additional available shift if the need arises due to increased surgical census. The RN will be notified the day prior if he/she will be needed the following day.
- B. RNs will be guaranteed thirty-six (36) hours per week and will be paid straight time until they reach 40 hours in a week. As per federal law, any hours above 40 hours in a 7-day work week will be paid at the overtime rate of 1 ½ times the regular rate.

- C. In the event of mandatory TFR's in the ambulatory setting (i.e. Pain Clinic, Endoscopy, Patient Service Center), the OR nurses will not be used to staff these areas in lieu of regularly scheduled staff. Following past practice, the Pain Clinic has been staffed with one OR nurse on a regular basis and this staffing practice shall continue.
- D. PTO will be taken for all requested personal days off including vacations to a maximum of 8 hours per day or 36 hours per week.
- E. In the event that RNs are released from work prior to the scheduled end of their shift due to low census, the RN with the highest accrual of hours for each week will be the first nurse to leave for the day to alleviate the possibility of overtime.
- F. OR RNs will not qualify for the following:
  - 1. Stand-by call
  - 2. Call back
  - 3. Daily overtime after 8 hours - , provided the RNs' hours do not exceed 40 hours in a 7-day period.
  - 4. Time-and-one-half for premium days -
    - a. stand by call
    - b. call back
    - c. daily overtime after 8 hours— provided the RN's hours do not exceed 40 in a 7-day period.
    - d. time and a half pay for premium days
- G. For all other purposes, the OR RNs will follow the contract language. In exchange of the RNs giving up all premium pays defined above, they shall receive a \$1.00 per hour differential for all hours worked.
- H. For all other purposes, the OR RNs will follow the contract language. This agreement shall remain in effect unless the Employer or MNA determines that this agreement is no longer effective. If terminated, all contractual language set forth in the MNA contract shall be reinstated. The Employer agrees to effects bargaining regarding this change.

ARTICLE 9: NIGHT SHIFT ED AGREEMENT

The following terms apply to Emergency Department (ED) Nurses working night shifts and supersede any contrary terms in this CBA:

- A. The standard workday shall consist of twelve (12) hours of work to be completed in twelve (12) consecutive hours, with **NO** 30-minute meal period.
- B. The standard workday shall consist of twelve (12) hours of work to be completed in 12 ½ consecutive hours with an included 30-minute meal period, if the nurse is relieved of her duties during the period.
- C. The standard shift shall be 1815-0615.

MONTANA NURSES ASSOCIATION

By: Stacey Sheehan Dated: 10/24/2023  
4795519F79C64CF...  
Stacey Sheehan – MNA Local #5 President

By: Emily J Peterson Dated: 10/23/2023  
A12F84152D504E4...  
Emily Peterson – MNA Labor Representative

ST. JAMES HEALTHCARE

By: Trisha Palmer Dated: 10/23/2023  
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Trisha Palmer – Director, Human Resources

By: Jay Doyle Dated: 10/20/2023  
42C2DFB20A834BE...  
Jay Doyle – President, SCL Health





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