

COLLECTIVE BARGAINING AGREEMENT

Between
Northern Montana Hospital
Havre, MT

And

Montana Nurses Association
Local Unit #12

December 1, 2023
Through
November 30, 2025

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AGREEMENT

This Agreement is made and entered into this 5th day of December 2023, between NORTHERN MONTANA HOSPITAL, a Montana corporation with principal offices at Havre, Montana, herein referred to as "Hospital" and MONTANA NURSES ASSOCIATION, on behalf of Local Unit #12 herein referred to as "Association".

SECTION 1: SCOPE OF AGREEMENT

- A. This Agreement covers all registered nurses, including office nurses employed by the hospital in physician offices, except:
 - 1. Supervisors as defined by the NLRA.
 - 2. All registered nurses performing services for the Hospital in capacities other than as staff registered nurses.
 - 3. All certified registered nurse anesthetists employed by the Hospital.
 - 4. Registered nurses employed by the Hospital as review coordinator, not to exceed three at any one time.
 - 5. Registered nurses employed by the Hospital as education coordinators, not to exceed three at any one time.
 - 6. Registered nurses employed by the Hospital as temporary nurses as defined herein.

- B. The terms hereof are intended to cover only minimums in wages, hours, working conditions and other employee benefits. The Hospital may establish superior wages, hours, working conditions and other employee benefits, and may reduce the same to the minimums herein prescribed, without the consent of the Association. The Hospital will inform the Association of any changes in a timely manner.

- C. This Agreement comprises the full Agreement between the parties hereto as to the matters herein contained. No pre-existing, concurrent, or subsequent agreement shall be effective to alter or modify any of the terms, covenants, or conditions herein contained unless such alterations shall be approved and adopted by the Association and the Hospital in writing.

- D. During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement, unless mutually agreed upon in advance by the Hospital and the Association in writing.

SECTION 1A: CASUAL NURSES

- A. Casual nurses, as defined herein, are covered, and have rights and benefits under the CBA as specifically set forth herein.

Casual nurses shall not be entitled to the following rights or benefits under this Agreement or by virtue of their employment by the Hospital:

1. Job share
2. Vacation
3. Sick Pay
4. Workshop, seminar, and meeting pay unless directed by the Hospital
5. Funeral Pay
6. Unplanned Medical Event pay
7. Health Insurance
8. Life Insurance
9. Payroll deduction of dues

- B. Effective December 1, 2012, casual RNs shall retain and accrue union seniority. Currently employed Nurses shall have their seniority date calculated as of their date of hire as bargaining unit nurse.

SECTION 2: RECOGNITION AND MEMBERSHIP

- A. The Hospital recognizes the Association as the sole representative for bargaining purposes of the Registered Nurses covered by this Agreement with respect to wages, hours of work and conditions of employment.
- B. Any present or future nurse who is not an Association member and who does not make application for membership within ninety (90) days of hire or ninety days (90) from the signing of this contract shall, whichever is later, as a condition of employment, pay to the Association, a representation fee in an amount lawfully determined by the Association. 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 seven (7) days after written notice to the Hospital from the Association. The Association agrees to indemnify and hold the Hospital harmless against any and all claims, suits, orders, or judgments brought or issued against the Hospital as a result of any action taken by the Hospital under the provisions of this section.
- C. The Hospital will deduct membership dues from the salary of each nurse who voluntarily agrees in writing to such deduction (dues covering membership in MNA). Authorization once filed shall be revocable at any time upon written notice of the revocation given by the nurse to the Hospital. Withheld amounts shall be forwarded to the Association office on a monthly basis following the actual withholding, together with a record of the amount and names of those for whom deductions have been made.
- D. The Hospital shall not discriminate against any nurse because of the nurse's membership in the Association.
- E. On a monthly basis the Hospital agrees to furnish to the Association and local unit chairperson a monthly listing of all nurses covered by this Agreement; all newly employed nurses; nurses who have had change in status and terminated nurses; including names, rate of pay, recorded mailing addresses and telephone numbers, and

employee status and number of hours per pay period.

- F. The Hospital will distribute a copy of this Agreement to all newly hired nurses covered by this Agreement at the time of employment. The Association will provide the Hospital copies of the Agreement for this purpose.

SECTION 3: CODE OF PROFESSIONAL CONDUCT

- A. The Hospital and the Union agree that harassment or abusive treatment of or by registered nurses is prohibited. This includes but is not limited to conduct or behavior that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile or offensive work environment. Registered Nurses agree to adhere to the Hospital's Professional Code of Conduct. A Union representative will present new hire MNA packet and Code of Professional Conduct during formal orientation, if applicable. The Hospital shall notify via Hospital Email, the Local President and Vice President the names, telephone numbers and departments of the newly hired nurses as soon as possible and in advance of formal orientation. The Hospital shall also apprise the Local President and Vice President of the date, location, and scheduled time for the Union Representatives' presentation at the formal orientation.
- B. Nurses shall have access to and shall adhere to facility policies and procedures. Nurses are required to report violations through chain of command and facility reporting systems.
- C. MNA Local #12 President or designee shall be granted up to an aggregate of four (4) hours paid time quarterly to represent nurses and investigate grievances.

SECTION 4: HOURS OF WORK AND OVERTIME

- A. Pay Period and Hours Worked.
 - 1. A pay period consists of fourteen consecutive days.
 - 2. All hours worked will be paid as rounded to the nearest one tenth hour.
- B. Workday.
 - 1. In departments where deemed reasonable by the Hospital, a workday will consist of eight (8) hours work completed in eight and one-half (8 1/2) consecutive hours, including one thirty-minute (30) unpaid meal period. In addition to the unpaid meal period, a paid rest period of fifteen (15) minutes will be allowed for nurses during each four (4) hours of work.
 - 2. In departments where deemed reasonable by the Hospital, a workday will consist of twelve (12) hours work completed in twelve and one-half (12 1/2) consecutive hours, including one thirty-minute (30) unpaid meal period. In addition to the meal period, a paid rest period of fifteen (15) minutes will be

allowed for nurses during each four hours of work.

3. In departments where deemed reasonable by the Hospital, a workday will consist of ten (10) hours work completed in ten and one-half (10 1/2) consecutive hours including one unpaid thirty-minute (30) meal period. In addition to the unpaid meal period, a paid rest period of fifteen (15) minutes will be allowed for nurses during each five (5) hours of work.
4. Nurses may work shared shifts if mutually agreed to by the Hospital and the nurses. Shared shifts are shifts where two nurses, with the prior approval of the Hospital, divide a workday and each work a part thereof.
5. A nurse may work a split shift if mutually agreed to by the Hospital and the nurse. A split shift is a shift during which, with prior approval of the Hospital, a nurse works part of the shift, is excused to leave the Hospital for an unpaid period of one hour or more, and returns to the Hospital to complete the assigned shift.
6. The Hospital shall endeavor to assure uninterrupted meal breaks. If a nurse is called back to duty by their supervisor, they will be paid for the entire 30-minute (30) meal period. If the nurse is called back to duty by an individual other than the supervisor, the nurse will complete a punch exception and submit it to the supervisor for approval.

C. Overtime.

1. All work performed after nine (9) hours at work on a regular eight (8) hour shift, all work performed in excess of eleven (11) hours at work on a regular ten (10) hour shift, and all work performed in excess of thirteen (13) hours at work on a regular twelve (12) hour shift shall be compensated at one and one half (1 ½) times the nurse's regular hourly rate of pay.

Nothing herein shall be construed to require the payment of overtime for work performed prior to forty (40) hours in a work week unless specifically paid under this sub-paragraph.

2. All hours worked over forty (40) hours in a work week shall be paid and one and one half (1 ½) times the nurse's regular hourly rate of pay.
3. All work performed in excess of fourteen (14) consecutive hours in one workday will be compensated for at two (2) times the nurse's regular hourly rate of pay. The workday as defined in this paragraph is a twenty-four-hour (24) period beginning at the start of the nurse's regularly scheduled shift.
4. Except in the case of an emergency, overtime must be approved in advance by the nurse's immediate supervisor.
5. Time paid for sick leave, vacations, leaves of absence, and non-worked

holidays will not be counted as hours worked in computing overtime.

6. The Hospital shall not schedule any nurse above their work agreement without the nurse's consent. If out-of-the-ordinary staffing insufficiencies arise, the Hospital and the Association shall develop a mutually agreeable plan to move forward and provide safe patient care. This section is not designed to be routinely used as a scheduling tool.

D. Time Recording.

1. Nurses must use the time clock when reporting to and leaving work. A nurse who wishes to leave the premises for personal reasons including but not limited to meal periods, must notify the nurse's immediate supervisor that the nurse is leaving and the reason for the nurse's absence, and must clock out when the nurse leaves and clock in upon the nurse's return.
2. The RN shall review and approve their timecard in the timekeeping system at the end of their shift in the last shift of the pay period.
3. If a timekeeping error requires correction to the timecard the nurse shall make the appropriate changes in the timekeeping system. If the timecard cannot be approved due to pending amendments, the director will approve or contact the nurse for clarification, then the nurse will approve the timecard verbally or electronically (email or through the timekeeping system)

E. Schedule of Hours.

All nurses' hours shall be posted for a six (6) week period, two (2) weeks in advance of the first work day scheduled. Nursing Administration will arrange the schedules of all nurses based on the modular concept. Modules will be repetitive unless the Hospital is temporarily unable to make such available because of sickness, vacations, leaves, or inadequate available staffing, though this is not intended to be used as a routine staffing tool.

1. If a nurse wishes to change the schedule after posting, the nurse must arrange to have another nurse who is experienced in the same service exchange with the nurse. Such change must be approved at least twenty-four (24) hours prior to the commencement of the scheduled work day by the nurse's immediate supervisor. If the Hospital makes a change in the schedule after posting, it will be done with mutual agreement of the nurse. All exchanges will be entered into the computer.
2. For all nurses working in departments in which the Hospital schedules regular weekend shifts, the hospital shall schedule the shifts of such nurses so that they may have four out of six weekends off, unless the hospital is unable to make such weekends available because of sickness, vacations, leaves, or inadequate available staffing, though this is not intended to be used as a

routine staffing pool. It is understood that the Hospital and a nurse may agree in writing to a schedule providing for work other than as provided in this subparagraph. The weekend schedule can have exception if mutually agreed to by the nurse and the hospital or stated in the work agreement. A nurse will not be required to work split weekends without prior notification to the RN. This section is not designed to be routinely used as a scheduling tool.

All nurses working weekend hours shall receive one dollar and seventy-five cents (\$1.75) per hour differential for all hours worked during weekend hours in year one (1) effective December 1, 2023 to November 30, 2024.

All nurses working weekend hours shall receive Two Dollars (\$2.00) per hour differential for all hours worked during weekend hours in year two (2) effective December 1, 2024 to November 30, 2025.

Weekend hours are defined as Saturday at 0700 through Sunday at 1900 for Hospital day shift.

Weekend hours are defined as Saturday at 0600 through Sunday at 1800 for Care Center day shift.

Weekend hours are defined as Friday at 1900 through Sunday at 0700 for Hospital night shift.

Weekend hours are defined as Friday at 1800 through Sunday at 0600 for Care Center night shift.

3. The Hospital shall not schedule a nurse to work on two different shifts in one pay period without the nurse's permission, unless defined by the module.
4. If a nurse is scheduled to work two different shifts, a period of forty-seven (47) hours shall elapse between the two different shifts unless the nurse's permission is obtained.

SECTION 5: TYPES OF PAY

- A. Minimum wages shall be based upon the following wage scales covered by this Agreement and shall be paid upon receiving satisfactory performance evaluations at the last annual review prior to reaching the next step of the following schedule. The evaluations will be made at the end of the probationary period, the following November and each November thereafter, except nurses who are hired in September and October will proceed over and down to the next step on the wage scale on December 1st and they will receive their probationary evaluation at the end of the probationary period. Nurse's pay changes will be processed after the nurse has completed the Annual Mandatory Education and Employee Latex Screen as per Hospital policy. The Hospital will distribute the necessary screening forms by November 1. All Annual Mandatory Education requirements shall be clearly noted as such and communicated to all nursing staff in writing (email is acceptable) by May 1 of each year. Nurses who fail to complete Annual Mandatory Education

Requirements by November 30 of each year shall not have pay increases until they comply, and the increases will not be retroactive. RNs that do not complete Annual Mandatory Education by December 31 will not be eligible for a wage increase that contract year.

Effective December 1, 2023, all nurses move to the 2023 wage scale and step down to the next step on the following wage scale.

Effective December 1, 2024, all nurses move to the 2024 wage scale and step down to the next step on the following wage scale.

The following wage schedule shall apply to nurses employed in the hospital and extended care effective December 1, 2023 and December 1, 2024.

WAGE SCHEDULE HOSPITAL AND LONG TERM CARE

			<u>Effective</u>	<u>Effective</u>
			12/1/2023	12/1/2024
				2%
	12/1/22	Current	Yr 1	Yr 2
Step 1	\$27.06	\$32.06	\$32.06	\$32.70
Step 2	\$27.59	\$32.59	\$32.67	\$33.32
Step 3	\$28.14	\$33.14	\$33.29	\$33.96
Step 4	\$28.70	\$33.70	\$33.92	\$34.60
Step 5	\$29.28	\$34.28	\$34.57	\$35.26
Step 6	\$29.87	\$34.87	\$35.22	\$35.93
Step 7	\$30.46	\$35.46	\$35.89	\$36.61
Step 8	\$31.08	\$36.08	\$36.57	\$37.31
Step 9	\$31.69	\$36.69	\$37.27	\$38.02
Step 10	\$32.33	\$37.33	\$37.98	\$38.74
Step 11	\$32.98	\$37.98	\$38.70	\$39.47
Step 12	\$33.64	\$38.64	\$39.43	\$40.22
Step 13	\$34.31	\$39.31	\$40.18	\$40.99
Step 14	\$34.99	\$39.99	\$40.95	\$41.77
Step 15	\$35.52	\$40.52	\$41.77	\$42.60
Step 16	\$36.05	\$41.05	\$42.60	\$43.45
Step 17	\$36.60	\$41.60	\$43.45	\$44.32
Step 18	\$37.14	\$42.14	\$44.32	\$45.21
Step 19	\$37.70	\$42.70	\$45.21	\$46.11
Step 20	\$38.26	\$43.26	\$46.11	\$47.04
Step 21	\$38.83	\$43.83	\$47.04	\$47.98
Step 22	\$39.42	\$44.42	\$47.98	\$48.94
Step 23	\$40.01	\$45.01	\$48.94	\$49.91

The following wage schedule applies to nurses employed in the office effective December 1, 2023 and December 1, 2024.

WAGE SCALE OFFICE

			<u>Effective</u>	<u>Effective</u>
			12/1/2023	12/1/2024
				2%
	12/1/22	Current	Yr 1	Yr 2
Step 1	\$24.08	\$24.08	\$26.93	\$27.80
Step 2	\$24.56	\$24.56	\$27.44	\$28.32
Step 3	\$25.05	\$25.05	\$27.96	\$28.86
Step 4	\$25.55	\$25.55	\$28.49	\$29.41
Step 5	\$26.06	\$26.06	\$29.04	\$29.97
Step 6	\$26.59	\$26.59	\$29.59	\$30.54
Step 7	\$27.11	\$27.11	\$30.15	\$31.12
Step 8	\$27.65	\$27.65	\$30.72	\$31.71
Step 9	\$28.21	\$28.21	\$31.31	\$32.31
Step 10	\$28.77	\$28.77	\$31.90	\$32.93
Step 11	\$29.35	\$29.35	\$32.51	\$33.55
Step 12	\$29.93	\$29.93	\$33.13	\$34.19
Step 13	\$30.54	\$30.54	\$33.75	\$34.84
Step 14	\$31.14	\$31.14	\$34.40	\$35.50
Step 15	\$31.61	\$31.61	\$35.08	\$36.21
Step 16	\$32.08	\$32.08	\$35.79	\$36.94
Step 17	\$32.50	\$32.50	\$36.50	\$37.67
Step 18	\$33.06	\$33.06	\$37.23	\$38.43
Step 19	\$33.55	\$33.55	\$37.98	\$39.20
Step 20	\$34.05	\$34.05	\$38.74	\$39.98
Step 21	\$34.57	\$34.57	\$39.51	\$40.78
Step 22	\$35.09	\$35.09	\$40.30	\$41.60
Step 23	\$35.61	\$35.61	\$41.11	\$42.43
			84% of Hospital	85% of Hospital

Full-time nurses in year two (2), December 1, 2024 – November 30, 2025 at step 23 will receive an additional thirty-six (36) Hours of Personal Holiday. Part-time nurses in year two (2) December 1, 2024 – November 30, 2025 at step 23 will receive an additional twenty-four (24) hours of Personal Holiday.

No Nurse shall suffer a reduction in base wage as a result of this Agreement.

B. Recognition for Experience.

1. Credit for prior experience will be given to new nurses so that they may begin at a higher than minimum rate. Credit is granted for years of nursing experience using traditional rounding, as of the date of employment. Credit is only granted for time the nurse was actively employed. Recognition for previous nursing experience is subject to confirmation through reference checks.

Credit will be given for up to fifteen (15) years of relevant nursing experience as detailed below:

- a. New hires receive one (1) year of credit for each one (1) year of RN experience.
 - b. LPN experience. Newly graduated RNs or transferring RNs, having LPN experience at the Hospital without a break in service shall receive one-half (1/2) year credit for each year of LPN experience at the Hospital.
2. Nurses transferring within bargaining unit positions within the Hospital will transfer at the same numbered step on the appropriate scale that they held before the transfer. Nurses transferring into a bargaining unit position from another nursing position within the Hospital shall receive one (1) year of credit for each one (1) full year of experience in a bargaining unit position plus one (1) year credit for each year of RN experience.
 3. For previous experience at the Hospital after a break of service of less than one (1) year from the last shift worked, the nurse shall return at the same step which they held prior to the break or have their experience evaluated as a new hire whichever is greater.
 4. Effective December 21, 2023, all currently employed RNs hired from 1971-2009 will have their years of experience credit adjusted to reflect new hire, transfer, and rehire terms above (as appropriate). Any above adjustments to steps will be mutually reviewed and agreed to by the Hospital and MNA.

C. Cardiac Rehab RN shall be placed on the Hospital/ECU wage scale (as is Sletten Nurse(s)).

D. Shift Differential.

1. For the Hospital: Day shift hours shall be designated as 7AM-7PM; no differential shall be paid for hours worked during the day shift.
2. For the Care Center: Day shift hours shall be designated as 6AM-6PM; no differential shall be paid for hours worked during the day shift.
3. For the Hospital: Night shift hours shall be designated as 7PM-7AM. Effective

the first pay period after December 1, 2023, nurses working night shift hours shall be paid five dollars (\$5.00) per hour for each hour worked during the night shift hours. Day shift nurses shall not receive night shift differential for time at the end of the shift giving report or completing routine documentation. Nurses held over for extended patient care activities shall notify their department director to receive night shift differential.

4. For the Care Center: Night shift hours shall be designated as 6PM-6AM. Effective the first pay period after December 1, 2023, nurses working night shift shall be paid five dollars (\$5.00) per hour for each hour worked during night shift hours. Day shift nurses shall not receive night shift differential for time at the end of the shift giving report or completing routine documentation. Nurses held over for extended patient care activities shall notify their department director to receive night shift differential.

E. Scheduled On Call and Call Pay for departments utilizing scheduled call.

1. The Hospital shall post the on call schedule for a period of six (6) weeks, two (2) weeks prior to the first scheduled on call day.
2. Effective December 1, 2023 Nurses on call will be paid four dollars twenty-five cents (\$4.25) per hour for each hour on call.
3. When a nurse on call reports to the Hospital for work, the nurse will be paid at the rate of one and one-half times (1 ½) the nurse's straight time hourly rate of pay for all hours worked. The nurse will be paid for a minimum of two (2) hours when called in, regardless of the actual time worked. Nurses are required to report within twenty (20) minutes of when called in. The Hospital recognizes there may be extenuating circumstances such as travel distance, weather, and road conditions.
4. Voluntary Acute Care call is a voluntary on call among the inpatient units (Med/Surg, ER & ICU) in an attempt to ensure adequate staffing and patient safety. On call shifts will be identified by the Hospital and posted in SharePoint for staffing needs. Nurses may pick up on call hours in an area of their choice in which they are qualified.
 - a. All staff nurses are eligible to participate in the Voluntary Acute-Care Call Program.
 - b. On call nurse(s) will be called once all other options are exhausted, for example, utilizing nurses who would otherwise be sent home on low census; recalling nurses from low census on call; Hospital designee (staffing, administration) shall contact nurses who are not scheduled to work that shift.
 - c. If the on call nurse is called in and the staffing need is not on the nurse's

home-unit or the unit the nurse volunteered, the decision of where the on call nurse will be assigned shall be mutually agreed upon and will be based on the appropriate skill level to be meet patient care needs. The on call nurse will not be called to flex to another unit other than their home unit or the unit on which they volunteered to be on call, unless the nurse feels they are competent to accept a patient care assignment on the other unit.

- d. The nurse on call would only be called in, in the event a unit is short nurses per the unit matrix or crisis scenario. On call nurse(s) will not be used to flex to assist other departments to provide routine assistance.
- e. In the event staffing needs remain after all possible options have been exhausted, including utilizing nurse(s) on call, the hospital designee will contact the manager of the unit in need in an attempt to fill the staffing shortage(s).
- f. Flex pay will apply if the on call nurse is called in to work, not on the nurse's home-unit or unit the nurse volunteered.

5. LDRP Scheduled On Call. LDRP nurse will self-schedule their three (3) on call night shifts per six (6) week schedule. The LDRP nurse on call will only be called in, in the event LDRP is short nurses per the unit matrix or crisis scenario. The on call nurse will not be used to flex assist other departments to provide routine assistance without their approval, prior to the start of the on call shift.

F. Low Census on call. Refer to Section 19.

G. Effective December 1, 2023, nurses assigned by the Hospital as charge nurse shall receive a differential of two dollars (\$2.00) per hour for each hour worked in the charge nurse role.

H. Premium Shift. Premium shifts are defined as any open shifts or needs, after full and part time nurses are assigned per their work agreement/time off requests, regardless of the status of the schedule. All nurses may pick up Premium shifts on the draft schedule after it is posted, on a first come, first serve basis, regardless of status, i.e., full time, regular part time, part time, or casual.

Remaining shifts/needs will be identified by the Hospital and posted in SharePoint at the time the final schedule is posted, and as needs arise. Nurses may pick up premium shifts in an area of their choice in which they are qualified, on a first come, first serve basis.

1. The Hospital will pay all nurses time and one-half (1 ½) for each hour worked over nurse's work agreement.
2. Casual nurses shall qualify for premium shift pay after they have fulfilled their work agreement.
3. The premium shift will be considered as a shift separate and apart from the regularly scheduled work week. The premium pay will not be affected if the

required numbers of shifts are not worked due to a Hospital requested low census day off, calling in sick, or a previously approved vacation day(s) noted on the posted schedule. If the Hospital detects there is a pattern of calling in sick on regularly scheduled shifts, the nurse may be disciplined.

4. The premium pay dollar amount will not be compounded or pyramided for the purposes of computing overtime. Premium shift hours shall be used in computation of hours worked over forty (40) per week for purposes of calculating overtime.

I. Flex Assignments.

1. All nurses are required to float and shall be given patient assignments or tasks appropriate to their skill level. A nurse who is assigned one (1) hour or more of a shift to another Hospital department shall be paid an additional two dollars fifty cents (\$2.50) per hour for each hour flexing. Clinic nurses who assume a primary role for an alternate department will be eligible for flex pay.
2. If a nurse has a work agreement for casual or part-time in a second department, the flex benefit will not apply to either department.

J. Certification Pay.

1. Nurses who maintain nationally recognized clinical nursing certifications will be paid an additional two dollars (\$2.00) per hour. To be eligible for certification pay the nurse must work in a clinical area that is appropriate for the certification. Nurses will not be paid for more than one (1) applicable national certification.
2. The nurse is responsible to submit original certification card to Human Resources to receive certification pay. The Nurses' certification pay will be paid on the first full pay period after submission of appropriate paperwork.

K. Contract Negotiations.

1. Each nurse who participates in contract negotiations shall receive lunches at the Hospital cafeteria each day of negotiations at no cost to the nurse. If a nurse chooses to, they may take unpaid leave hours up to a maximum of forty (40) hours for the purposes of contract negotiations.

L. Casual Nurse Differential

1. Casual nurses in all departments except the Care Center will receive two dollars (\$2.00)/hour differential for each hour worked until they meet their work agreement (seventy-two (72) hours per quarter). Casual nurses in the Care Center will receive four dollars (\$4.00) differential for each hour worked until they meet their work agreement (seventy-two (72) hours per quarter).

SECTION 6: JOB SHARE

A. The following conditions apply to nurses who desire to job share.

1. A nursing position can be shared by two RN's that can fulfill all responsibilities inherent to the original position.
2. Administration may limit the number of job share positions on a given unit and must approve the FTE division.
3. Only two people may participate in each job share position.
4. Job share positions are limited to full time positions (.9 or 1.0 FTE).
5. The shifts would remain patterned as the master schedule.
6. The job share will be split in a way that every two (2) week pay-check is able to cover employee deductions.
7. Benefits will be prorated according to the split FTE.

B. If either RN terminates from the job share position, the following are the options left to the remaining RN.

1. Take the full position themself.
2. Terminate from the position.
3. Apply for another position.

C. Holidays will be covered as assigned and dependent on department rotation.

SECTION 7: HOLIDAYS

A. After completion of the probationary period, full-time, regular part-time, and part-time nurses shall be entitled to the following six (6) paid holidays per year.

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Christmas Day

Nurses shall be paid time and one half (1 ½) for all hours worked on Easter. Easter will not be considered an additional holiday for any other purpose.

- B. Holiday pay is the nurse's base rate of pay (not including any differential) for the workday the nurse is regularly working as defined in Section 4 B 1, 2, or 3.
1. For all holidays not worked, a full-time, regular part-time, and part-time nurse will be paid holiday pay if the nurse qualifies under Section 7 B 3.
 2. For all holidays worked, all nurses will be paid time and one-half the nurse's base rate of pay plus shift differential, if applicable, for all hours worked, and a full-time nurse will also be paid holiday pay if the nurse qualifies under Section 7 B 3.
 3. To receive holiday pay, a full-time, regular part-time, and part-time nurse must have worked the last complete scheduled shift prior to and the next complete scheduled shift after such holiday, unless the absence is as a result of the Hospital's request; or, the result of the emergency hospitalization of the nurse, the nurse's spouse, children, parents or siblings for illness/accident or death on the qualifying day.
 4. Holiday pay will be paid in the paycheck covering the period in which the holiday occurs, regardless of the days taken off.
- C. Recognizing that nursing service is needed every day of the year and that it is not possible for all nurses to be off duty on the same day, the Hospital will have the right, in its sole discretion, but on an equitable basis, to require any nurse to work on any holiday as long as it is not in conflict with any other part of this Agreement.
- D. The nurse may elect to take another day off, without pay, in a period commencing thirty (30) days before and ending thirty (30) days after the holiday, if requested of the Hospital in writing thirty (30) days prior to the posting of the schedule of hours for the period in which the holiday occurs.
- E. Personal Holidays. After completion of the probationary period, full-time nurses shall be entitled to twenty-four (24) hours of Personal Holidays time per year and part-time and regular part-time nurses shall be entitled to twelve (12) hours of Personal Holiday time per year. The nurse should request the Personal Holiday prior to the posting of the department work schedule in compliance with departmental policy. It is the employee's responsibility to use the Personal Holiday in the year available. Personal Holidays time does not carry over to the next year and is not cashed out upon termination.

SECTION 8: VACATIONS

- A. Accrued vacation may be used after the nurse has completed their probationary period. Vacations must be scheduled and approved in advance by the appropriate director in accordance with that department's policy. Approval or denial of vacation requests is dependent on the operational needs of the department.
- B. Vacation is accrued for nurses in accordance with the following schedule:

Length of Service	Accrual
First Five (5) years	.03846 hour for every straight time hour worked, up to a max accrual of 3.077 hours per pay period for 80 hours.
Six (6) through ten (10) years	.05769 hour for every straight time hour worked, up to a max accrual of 4.615 hours per pay period for 80 hours.
Eleven (11) or more years	.07692 hour for every straight time hour worked, up to a max accrual of 6.154 hours per pay period for 80 hours.

- C. The maximum vacation accrual is four-hundred (400) hours.
- D. Vacation hours are NOT accrued on sick leave hours, scheduled on call hours, or overtime hours.
- E. Part-time and full-time employees accrue vacation hours on a pro-rated basis according to the number of straight time hours worked per pay period, up to the maximum of eighty (80) hours worked per pay period.
- F. Vacation time is paid at the employee's straight time rate.
- G. Upon separation from the Hospital, a nurse's accrued vacation time will be paid out.
- H. If a holiday falls during a full-time nurse's scheduled vacation, the nurse will be paid for the holiday as herein provided and will be granted another day (work day the nurse is regularly working as defined in Section 4 B 1, 2, or 3) of vacation.
- I. Vacation schedules will be prepared by the Hospital, taking into consideration the requests of nurses if presented two (2) weeks or more prior to posting of the schedule of nurse's hours.
- J. Payment shall be made in lieu of unused vacation as follows:
1. Only upon the nurse's request.
 2. When the nurse requests the payout prior to the beginning of the work week containing the anniversary date.
 3. For twenty (20) hours or less.
 4. Must not reduce vacation bank to less than one-hundred twenty (120) hours.

These four (4) conditions will be void at the time of agreement to a personal allowable leave or personal time off system.

SECTION 9: SICK PAY

- A. The Hospital provides sick pay for part-time and full-time nurses. Sick pay is intended for illness of the employee only. This benefit does not include physician appointments or dentist appointments. Part-time and full-time nurses accrue sick pay hours at the rate of .046 hours for every straight time hour worked per pay period, up to the maximum accrual of 3.68 hours for eighty (80) hours worked per pay period.
- B. Sick pay time is paid at the employee's straight time rate.
- C. Sick pay time is not paid out upon separation from the Hospital.
- D. Maximum accrual of sick pay time is four hundred eighty (480) hours for employees scheduled to work eight (8) and ten (10) hour shifts; or a maximum of four hundred thirty-two (432) hours for employees scheduled to work twelve (12) hour shifts.
- E. After completion of the nurse's probationary period, sick pay benefits will be paid to employees for qualified illness per policy as follows.
 - 1. Hospitalized employee, outpatient procedures, and ill employee not hospitalized – sick pay begins immediately for absent scheduled shifts.
 - 2. Hospitalized employee and outpatient procedure – require a statement, using Request for Absence, signed by the employee's healthcare provider that specifically states the medical necessity and expected duration that the employee cannot work. Exception for scheduled Radiation and Chemotherapy appointments: Any time spent traveling to a scheduled Radiation or Chemotherapy appointment and the time spent at the appointment itself is sick time and does not require a statement from a healthcare provider.
 - 3. Ill employee not hospitalized – a statement, using HR form 0149e, is required and the supervisor may require a statement verifying the illness and signed by the employee's healthcare provider may be required for any reported illness or any illness in excess of three (3) days.

SECTION 10: WORKSHOPS, SEMINARS AND MEETINGS

- A. With prior approval, the Hospital shall assist full-time and regular part-time nurses in attending relevant professional meetings, workshops, and seminars to the extent that the nurse's absence does not disrupt the Hospital's required staffing, and providing the purpose of the meeting is to advance the education of the nurses professionally.

Full-time nurses shall receive full salary (not including any differential) for three (3) days (work day the nurse is regularly working as defined in Section 4 B 1, 2, or 3) absence per year, and regular part-time nurses shall receive full salary (not including any differential) for two (2) days (work day the nurse is regularly working as defined in Section 4 B, 1, 2, or 3) absence per year.

- B. The Hospital will pay full salary (not including any differential) for each day (work day the nurse is regularly working as defined in Section 4 B 1, 2, or 3) of attendance to nurses participating in workshops or educational seminars at the request of the Hospital. In addition, the Hospital will arrange for transportation, registration, and lodging at its expense.
- C. Nurses may be required to participate in in-service training classes to pass along information obtained in this process.

SECTION 11: LEAVES OF ABSENCE

- A. A leave of absence may be granted by the Hospital upon proper written request of nurses for the following reasons and subject to the following exceptions and limitations.
- B. Nurses shall make written application for leave to the Human Resources Office, in accordance with Hospital policy, at least thirty (30) calendar days prior to the desired commencement of the leave, except in the case of emergency illness or injury, or funeral leave. The application must contain and be accompanied by the information and evidence noted herein.
- C. Types of Leave.
 - 1. Funeral Leave - In the case of death of a member of the nurse's immediate family, and if the nurse has completed the probationary period, a nurse shall receive up to thirty-six (36) hours for nurses working twelve (12) hours shifts and forty (40) hours for nurses working eight (8) or ten (10) hour shifts (day the nurse is regularly working as defined in Section 4 B 1, 2, or 3 hereof) with pay. An extension of this leave may be requested without pay.
 - a. Immediate Family defined: Those persons considered to constitute the nurse's immediate family are: spouse, domestic partner, mother, father, son, daughter, brother, sister, grandparents, grandchildren, and legal guardian, and the nurse's stepmother or stepfather, and the nurse's spouse's mother, father, son, daughter, and such spouse's stepmother

- or stepfather.
 - b. Information and Evidence: Evidence of the nurse's relationship to the deceased may be required in the form of the nurse's sworn statement or other acceptable evidence establishing such facts.
 - c. Pay for Funeral Leave.
 - 1) The nurse shall receive pay for up to thirty-six (36) hours for nurses working twelve (12) hour shifts and up to forty (40) hours for nurses working eight (8) hour shifts of work.
 - 2) Payments shall not exceed the number of hours per day in the day the nurse is regularly working as defined in Section 4 B 1, 2, or 3 hereof and shall be at the nurse's regular straight time hourly rate. Paid absence time because of bereavement shall not be counted as hours worked for purpose of overtime.
 - d. In the case of death of a close associate or family member, not defined as immediate family, a leave without pay for up to three (3) days may be requested after completion of the nurse's probationary period. Such request will not be unreasonably denied.
2. Jury Duty - A nurse required to serve on any municipal, county, or federal jury will be given a leave of absence for the period the nurse is required to serve.
- a. Qualifications, Information, and Evidence
 - 1) The nurse will notify their director/designee within three (3) calendar days after receipt of the summons and advise as to the day or days of anticipated absence, and the nurse must report to his/her director/designee with a copy of the summons within eight (8) calendar days after receipt of the summons and complete and file an application for a leave of absence.
 - 2) If jury duty continues for more than seven (7) calendar days, the nurse must report to their director/designee at the end of each seven (7) calendar days of jury duty.
 - 3) If jury duty and the time required to prepare for work requires less than four (4) hours on a nurse's scheduled day of work, the nurse must work for the balance of that day.
 - 4) The nurse shall not be required to change their schedule to accommodate jury duty.
 - b. Pay for Jury Duty
 - 1) A nurse shall be paid for jury duty leave, as herein provided, if the nurse has completed the probationary period.
 - 2) Except as herein provided, for each day of jury service on which the nurse is scheduled to work, the nurse will be paid the difference between jury duty pay and a maximum of the number of hours in the day the nurse is regularly working as defined in Section 4 B 1, 2, or 3 of straight time pay. A nurse shall be entitled to payment of such difference for the first thirty (30) days of service only.
 - 3) When a nurse performs jury duty on one of the holidays listed in Section 7 on which the nurse was scheduled to work, the

full time nurse will receive holiday pay for the number of hours in that day the nurse is regularly working as defined in Section 4 B 1, 2, or 3, with no deduction for jury duty pay for that day.

- 4) Travel or other expense allowance given a nurse in connection with jury duty will not be considered jury duty pay.
- 5) When jury service is completed, the nurse is required to submit evidence of the total jury duty pay received.

3. Court Testimony

- a. The nurse will notify their director within three (3) calendar days after receipt of a subpoena or a written request to testify in court. The nurse subpoenaed will be reimbursed their straight time hourly rate for all hours the nurse is required to be in court, including REASONABLE travel time, minus the court (witness) fees paid to the nurse.
 - b. The testimony must be in behalf of the Hospital, requested by the Hospital, or caused directly by the nurse's employment at the Hospital.
 - c. If scheduled to work the night before the day of jury duty or court testimony, the nurse shall work from 7:00 p.m. to 1:00 a.m. of the night shift scheduled. Any remaining hours lost after 1:00 a.m. shall be paid at the regular straight time hourly rate, after accounting for fees received.
4. Marriage Leave - For the purpose of marriage, a nurse may request up to five (5) days leave without pay upon completion of the probationary period.
5. Extended Vacation - In isolated instances while a nurse is on vacation (i.e. vacationing overseas), a nurse may request up to five (5) additional days of leave, without pay, after completion of one (1) year continuous service.
6. Maternity Leave - Female nurses may apply for a Maternity Leave of Absence for the purposes of childbirth as set forth below and per FMLA:
- a. For the purposes of FMLA the nurse is encouraged to notify their director as soon as possible.
 - b. If, prior to the nurse's estimated delivery date, their provider certifies a medically necessary leave, or from the date of delivery, the nurse is eligible to take their sick leave pay, if any.
 - c. For sick leave use during maternity leave, Employer will follow FMLA guidance.
 - d. During an approved Maternity Leave of Absence, any time away from work that is not covered by sick pay as per 6B above, the nurse will use accrued vacation, if any. If the employee does not have sufficient accrued vacation, the remainder of the FMLA leave will be unpaid.
7. Educational Leave - The Hospital may allow a nurse a leave of absence up to twelve (12) months for educational purposes to further the nurse's profession

without pay after completion of one (1) year continuous service. Nurses furthering their formal nursing education shall retain their accrued seniority and sick time accrued at the time the education leave begins. The nurse will have the option to return to the first available position for which he/she is qualified.

8. Adoption Leave - The Hospital may allow a nurse a leave of absence without pay for up to six (6) weeks, for adoption purposes after one (1) year of continuous employment.
9. Paternity Leave - The Hospital may allow a nurse a leave of absence without pay for up to six (6) weeks, for paternity purposes after one (1) year of continuous employment.
10. Other Leaves of Absence - For reasons other than the above, leaves of absence may be granted on an individual basis at the discretion of the Hospital President/CEO. With sufficient notice to immediate supervisor, each nurse may request up to two (2) days without pay per year without specification of needs.

11. Unplanned Medical Event

- a. Unplanned Medical Event time can be taken in increments of one (1) hour, **as authorized by the employee's supervisor** and will not be unreasonably withheld. If a nurse disagrees with their supervisor's decision about use of Unplanned Medical Event time, the nurse may appeal the decision to the Vice President of Patient Care Services or their designee within five (5) working days of the supervisor's decision. The VP of Patient Care Services or their designee will investigate and gather the facts. A written decision will be issued to the nurse and the nurse's supervisor no later than 10 working days after the appeal. Unused, Unplanned Medical Event time shall not be carried over from year to year.
 - b. After one (1) year of employment each employee shall be eligible to receive 12 hours of Unplanned Medical Event time for the purposes of urgent medical, dental, or immediate family illness or care. After second year of employment each employee shall be eligible to receive twenty-four (24) hours of Unplanned Medical Event time for the purposes of urgent medical, dental, or immediate family illness or care. For purposes of this section, "immediate family" is defined as the nurse's spouse, domestic partner, parents, children, grandchildren, and persons whom the nurse is a guardian to.
 - c. Unplanned Medical Event time is not to be used in lieu of sick time.
- D. Other Employment - If a nurse who is granted a leave of absence under this section and while on such leave accepts employment with another employer or engages in an independent business, the nurse shall be deemed to have resigned, except if the nurse is on an authorized education leave this provision shall not apply.

- E. Benefits - A nurse shall not be entitled to any wages or benefits while on a leave of absence, except as specifically set forth in this section.

SECTION 12: SENIORITY, PROMOTIONS, VACANCIES, AND LAYOFFS

- A. Seniority shall be given for employment in a bargaining unit position. Seniority date shall begin on the first day of employment in a bargaining unit position. Effective December 1, 2012, casual RNs shall retain and accrue union seniority. Currently employed Casual Nurses shall have their seniority date calculated as of the date of hiring as bargaining unit nurse. If a newly hired nurse does not obtain registered Nurse licensure, their seniority date will be recalculated based on the date they are offered and accept a Registered Nurse position after obtaining licensure.

Nurses moving from the bargaining unit into another position at the facility, which is not covered, shall have bargaining unit seniority frozen at the time of status change and seniority shall resume when the nurse transfers back into the bargaining unit.

- B. Promotion - Promotion shall be made within the Nursing Service Department whenever possible. All position openings requiring a nurse will be posted for ten (10) calendar days. Applications shall be presented in writing to the Human Resources Office within the ten (10) day period. Applicants for a position shall be notified in writing of acceptance or rejection within seven (7) calendar days after a posted position is filled.
 - 1. Promotion and the filling of new positions is based on the following criteria, in order of priority.
 - a. Ability and merit.
 - b. Recommendation of nurse's immediate supervisor and most recent performance evaluation.
 - 2. If the criteria noted above are equivalent, promotions, transfers, and recall following lay-off shall be governed by seniority. Lay-off shall be governed by reverse seniority.
 - 3. It will be the prerogative of the Hospital to make the selection for promotions or new positions from all applications, noting 1.a. and 1.b.

- C. Vacancies - whenever an existing nursing position at the Hospital is not to be filled, it is deemed a vacancy.
 - 1. When the Hospital determines that a vacancy temporarily or permanently will not be filled, notice and a brief explanation will be given to the Association through the Liaison Committee.
 - 2. The Hospital may temporarily fill a vacancy.
 - 3. If there are no applicants or no qualified applicants for a vacancy from nurses then employed by the Hospital, the Hospital may offer the position to the nurse it deems

qualified or hire a new nurse for the position.

SECTION 13: HOSPITAL GROUP HEALTH PROGRAM

- A. Nurses shall be eligible to participate in the same group health coverage as other Northern Montana Hospital employees.
- B. A nurse, while on a Leave of Absence, granted in accordance with this Agreement, shall be eligible to continue to carry Hospital group coverage providing the nurse pays each month's entire premium in advance by the first of the month to the Payroll Department. If not so paid in advance, the nurse will be dropped from the group coverage.
- C. If it is determined that a nurse is entitled to benefits under the Worker's Compensation Law, the Hospital will continue to pay its portion of the premium for the Hospital Group Health and Accident Coverage for the number of months that equals the number of completed years of seniority which the nurse has, or until the compensation payments cease, or until twelve (12) monthly premiums have been paid, whichever shall occur first. If a nurse's plan includes coverage for other members of the family, she must pay that portion of each month's premium attributable to the nurse's family members before the first of the month to the Payroll Department. Should the nurse cease to be eligible for benefits under the Act and does not return to work, the nurse shall be dropped from the group.
- D. The Hospital reserves the right to determine the carrier of the group health plan. Through the Liaison Committee, the Association will be notified of any proposed change in the carrier or health plan.

SECTION 14: LIFE INSURANCE AND RETIREMENT PROGRAMS

The Hospital presently maintains life insurance and retirement programs for eligible Hospital employees, including eligible nurses, and the Hospital anticipates that during the term of this Agreement such programs will continue for eligible Hospital employees.

SECTION 15: WORKERS COMPENSATION

- A. Nurses shall be covered by Workers Compensation Insurance carried by the Hospital for the protection of the nurses.
- B. Injuries received at work, must be reported, and processed in accordance with Montana State law. Both the Association and the Hospital encourage reporting workplace injuries as soon as possible with a goal of twenty-four (24) hours.

SECTION 16: ORIENTATION

- A. Hospital shall provide an orientation program for all newly hired registered nurses, and

for currently employed registered nurses who are transferred or promoted. Nurses shall not be included in the staffing matrix until they have completed their orientation program. The orientation program shall end when the nurse and their director have mutually agreed, using the orientation checklist for each unit. The orientation checklist shall be the basis of the agreement. The checklist will be filed in the employee's personnel file.

- B. However, if during an emergency, a nurse is needed to temporarily transfer to another area, a nurse who has not been oriented may be required to provide nursing care in the other area, in a non-charge position unless qualified by prior experience. If such an emergency arises, the Vice President of Patient Care Services shall notify the MNA in a timely fashion with the circumstances surrounding the transfer. All emergency occurrences shall be reviewed at Liaison Committee.

SECTION 17: ASSOCIATION ACTIVITY AND BULLETIN BOARDS

- A. No nurse shall engage in Association activities on the nurse's work time.
- B. Representatives of the Association may enter the Hospital for the purpose of meeting and conferring with nurses and ascertaining whether or not this Agreement is being observed by the parties hereto, if such representatives shall first give twenty-four (24) hours notice of their desire to enter to the Vice President of Patient Care and Vice President of Human Resources or their designee with acknowledgement.
- C. The Association may post the following types of notices on locked bulletin boards located in each facility. (Care Center – 1st floor, Hospital – 3rd floor, Specialty Medical Center-1st floor, Sletten Cancer Center-break room, Family Medical Center-break room). The Hospital may authorize other Hospital groups to also use such bulletin board. The Hospital may remove any unauthorized material placed on the bulletin board and may remove all notices after the date of the meeting or event the same relate to:
 - 1. Association meeting notices.
 - 2. Association election notices.
 - 3. Notices of Association social affairs.
 - 4. Other information pertinent to Association activities which does not defame the Hospital or its employees or officers.
- D. The form and posting shall be in compliance with established Hospital bulletin board policy.
- E. Keys to the bulletin boards will be made available to the Local Unit #12 President for the duration of the Agreement and will be used by local unit officers only.

SECTION 18: EVALUATIONS AND PERSONNEL FILES

- A. Each nurse will be given a written performance evaluation upon completion of the nurse's probationary period, and annually thereafter in November.
- B. Evaluations will be discussed with the nurse in a private conference, away from the work area, and while the nurse is relieved of patient care responsibilities. The nurse will have an opportunity to insert in the evaluation any comments about the evaluation. The nurse will acknowledge the evaluation by signature for the sole purpose of acknowledging that the nurse has reviewed it.
- C. A nurse will have access to the nurse's personnel file at reasonable times and may review the same in the presence of the Hospital administrative personnel.
- D. In the case of the assessment of disciplinary action against a nurse, the nurse shall be given the opportunity to examine the nurse's personnel file and/or other non-confidential Hospital records which provide the basis for the action, and will, upon request, be provided copies of those matters examined in said file and records which provide the basis for the disciplinary action or a pending grievance.
- E. All RNs must update their primary telephone number with HR when changes occur.

SECTION 19: LOW CENSUS DAYS OFF

During periods of low patient census, it may be necessary to reduce staff on a short-term, temporary basis, by department. To the extent volunteers are not readily available, if ability, qualifications, and relevant clinical experience are equivalent, staff reductions for low census will be allocated beginning with the casual nurse (in any pay status) followed by the least senior nurse regardless of full-time, part-time, or overtime, premium pay, or call back statuses. The Hospital will otherwise distribute low census days off as equitably as possible among all nurses, understanding the necessity of keeping an adequate number of nurses available at all times with qualifications required to accommodate the patients in the Hospital. Should the Hospital fail to notify the nurse of their Low Census shift or Low Census On Call and the nurse reports for work, they will receive two (2) hours of show-up pay.

Upon request by the Hospital, the nurse may be placed on low census on call during low census time off. Low census on call shall be compensated for at the rate three dollars (\$3.00) per hour for each hour on call.

When such employees are called in for work, they shall be compensated at the regular rate of pay, plus the on call differential for the balance of the shift. Nurses are required to report within twenty (20) minutes of when called in. The Hospital recognizes there may be extenuating circumstances such as travel distance, weather, and road conditions.

When a nurse stays home or is on call due to low census, the nurse may elect to use accrued vacation as compensation for the time off work, and shall accrue vacation hours

as if they had worked, whether the time is paid or not. A nurse who is on low census call due to low census may find a qualified nurse to replace them for low census on call hours. The nurse must notify the Hospital of the on call trade, and obtain approval thereof, within one (1) hour of notification of the low census day; provided, however, that the substitution shall not create an overtime liability; provided, further, that the substitution shall be for the entire low census on call shift.

When low census is taken, if a vacancy occurs later in the same week, the person taking low census will be given preference in filling the vacancy if their experience and ability are equal to the need.

SECTION 20: LIAISON COMMITTEE

- A. A Liaison Committee shall be established. The committee shall consist of three (3) representatives of the Association and three (3) representatives appointed by the Hospital President/CEO. An additional Local Unit # 12 member will record and distribute the minutes of the meetings. The group will select the chairperson or co-chairs of the committee. All members of the committee shall be employed by the Hospital with the exception of the Association Representative (MNA staff). Minutes of the meetings will be recorded, forwarded to committee members for review and approved at the following meeting and then the final minutes are distributed to committee members and made available to the parties' respective constituents. All bargaining unit members up to three (3), plus the Local # 12 –member recorder shall be paid their hourly wage for attendance.
- B. The purpose of this committee is to foster improved communications between the Hospital and the nursing staff. The function of the committee is advisory only.
- C. The committee shall hold regularly scheduled monthly meetings not to exceed one (1) hour unless agreed upon by all parties.
- D. The objectives of the Liaison Committee shall be:
 - 1. To consider constructively, improvement in the professional practice of nurses at the Hospital, and to make objective professional evaluation in order to assist management and nurses.
 - 2. To work constructively toward the improvement of patient care and nursing practice.
 - 3. To recommend to the Hospital ways and means to improve patient care.
 - 4. To make recommendations where, in the opinion of the committee, a nurse staffing problem exists.
 - 5. Clinical ladder and staffing acuties continue to be proper subjects for discussion.

SECTION 21: GRIEVANCE AND ARBITRATION

- A. Grievance Defined - A grievance is defined to be any matter involving a violation or alleged violation of this Agreement by the Hospital as a result of which the aggrieved nurse or nurses maintains that the nurses' rights or privileges have been violated by reason of the Hospital's interpretation or application of the provisions of this Agreement. Such matter shall be exclusively resolved in accordance with the procedure herein provided.
- B. The grievance process shall be initiated no later than ten (10) working days after the facts or events which have given rise to the alleged contract violation.
- C. Effect of Time Limits - The parties agree to follow each of the grievance steps in the processing of a grievance. If either party misses a timeline, the grievance will be resolved in favor of the party which was in compliance with the terms of this article. If circumstances do not allow the aggrieved employee to discuss the grievance with the employee's immediate supervisor, the employee may go directly to the next-in-line supervisor within the time limit provided.
- D. Working Days - For the purpose of this Section, working days are Monday through Friday, excluding holidays.
- E. Responses – Electronic submissions, responses and advancements are preferred via E-mail with delivery/read receipt.
- F. Procedure - The Hospital and the Association agree to the following procedure of presenting and adjusting grievances which must be processed in accordance with the following steps, time limits, and conditions:

1. STEP 1: The aggrieved nurse and the nurse's representative, if the nurse desires, shall discuss the matter with the nurse's immediate supervisor. If resolution is not reached no later than five (5) working days following the discussion, the grievance shall, be reduced to writing and submitted to the nurse's immediate supervisor, Vice President of Patient Services, and to the Vice President responsible for Human Resources. The grievance shall be signed by the nurse or the union representative and set forth the nature of the grievance, the remedy sought, and shall cite the specific provision(s) of the Agreement alleged violated.

No later than five (5) working days after receipt of the written grievance, the immediate supervisor shall issue a written response to the nurse and the Association with a copy to Vice President of Patient Services and Vice President responsible for Human Resources.

2. STEP 2: The immediate supervisor's response is final, unless the grievance is

advanced to the Vice President of Patient Care with a copy to the Hospital's Vice President responsible for Human Resources. Advancement to Step 2 shall occur no later than five (5) working days following the Step 1 response.

A meeting shall be held with the Vice President of Patient Care, the Vice President responsible for Human Resources, the nurse, and the nurse's Union representative to discuss the grievance at a time mutually agreeable to the parties. The Vice President of Patient Care shall issue a written response to the nurse and the Association no later than five (5) working days after the meeting.

3. STEP 3: The response of the Vice President of Patient Care is final, unless the grievance is advanced to the Hospital President/CEO no later than five (5) working days following the Step 2 response. A meeting shall be held with the Hospital President, the nurse and the nurse's Union representative and any other involved parties who may have knowledge or information that would assist in resolution of the grievance. The Hospital President/CEO shall issue a written response to the nurse and the Association no later than five (5) working days following the meeting.

MEDIATION: If the parties are unable to resolve the dispute pursuant to the foregoing procedure, either the Hospital or the Association may request within five (5) working days of the decision in Step 3 that the issue be submitted to mediation in an effort to avoid arbitration. Any such request is optional, and mediation shall be non-binding unless the parties reach mutual agreement on a compromise, in which event the grievance will be resolved. Selection of a mediator will begin as soon as practicably possible and will be by mutual agreement of the parties. The expense of mediation shall be borne equally by the parties. If mediation is requested, the time for notice of arbitration shall be tolled until the completion of mediation.

ARBITRATION: If the grievance is not resolved, the Association may appeal the grievance to arbitration by submitting written arbitration notice to the Hospital within forty-five (45) working days after the Step 3 response or the close of mediation. During the forty-five (45) day window, the Association will pursue its internal arbitration review process. If the internal review process authorizes the grievance to be moved to arbitration, the Association will deliver the arbitration notice to the Hospital no later than five (5) working days after the authorization, even if it is less than the forty-five (45) day notice. The Hospital and the Association shall request the Federal Mediation and Conciliation Service to submit the names of eleven (11) arbitrators, and the parties shall alternately strike names from the list of names until but one (1) remains and that party shall be the arbitrator.

- a. The arbitrator shall be notified of selection by the Hospital and the Association requesting that a time and place be set for the hearing, subject to the availability of the parties.
- b. The decision of the arbitrator shall be final and binding upon the Hospital, the Association, and the nurse. The arbitrator selected shall be requested to render a written decision within thirty (30) days following the arbitration hearing.
- c. The arbitrator shall have no right to add to, subtract from, nullify, ignore, or modify any of the terms of this Agreement. The arbitrator shall consider and decide only the issue presented and the decision and award shall be based solely upon interpretation of the application of the terms of this Agreement.
If the matter sought to be arbitrated does not involve an interpretation of the application of the terms or provisions of this Agreement, the arbitrator shall so advise the parties in writing.
- d. The expenses of the arbitrator, including fees, shall be shared equally by the Hospital and the Association. Each party shall be responsible for their own arbitration expenses.

G. Extension of Time Limits - Extension of days to answer or move a grievance may be granted by mutual agreement.

SECTION 22: DISCIPLINE AND TERMINATION

- A. Following completion of the probationary period provided in this Agreement, a nurse shall be discharged only for just cause. Nothing herein shall limit the Hospital's right to require employees to abide by all reasonable rules and regulations that it may establish with respect to the conduct of their duties and obligations as employees.
- B. A nurse shall give the Hospital four (4) weeks written notice of intent to resign.
- C. All terminating nurses will be expected to have an exit interview with a representative of the Human Resources Department. This interview is conducted to ensure that the employee is informed of any terminal benefits, insurance termination and other items that must be considered at termination. Another important purpose of the interview is to be sure that the reason for termination is not caused by a misunderstanding or condition which could be remedied either by the Hospital or the nurse.
- D. In taking disciplinary action, the Hospital shall follow the principle of progressive action directed towards the goal of correction.
- E. Nurses will be advised of their failure to meet expected standards through the use of verbal and written warnings.
- F. Discipline shall be instituted within ten (10) working days of management's knowledge of the infraction giving rise to the discipline.
- G. A nurse may request a Union representative or member of the local unit to be present

at investigatory meetings when disciplinary action or termination may occur or if the Hospital is proposing change(s) in the nurses' working conditions. The nurse may request the representative who will arrange to attend the meeting at the appointed time and on the representative's time away from work.

- H. Two (2) years after disciplinary warnings/counseling/coaching, a nurse may request in writing that they be removed from nurse's personnel file or director's file, provided that there have not been additional disciplinary warnings/counseling/ coaching of a similar nature; notwithstanding the aforementioned, if a document is removed from permanent HR file, the Hospital has the right to maintain in a separate file for legal, regulatory and risk management issues.

SECTION 23: STATUS AND DEFINITIONS

- A. Probationary Nurse.

All nurses covered by this agreement shall be probationary for the first three (3) months of employment with the Hospital. With the exception of nurses in the three (3) month New Grad Program; these nurses will be considered probationary for the first three (3) months following the completion of the New Grad Program.

- B. Full-Time Nurse.

A full-time nurse is a registered nurse covered by this Agreement who has completed the probationary period and is regularly scheduled seventy-two (72) hours or more per pay period.

- C. Regular Part-Time Nurse.

A regular part time nurse is a registered nurse covered by this Agreement who has completed the probationary period and regularly works at least forty (40), but less than seventy-two (72) hours per pay period.

- D. Part-Time Nurse.

A part time nurse is a registered nurse covered by this Agreement who has completed the probationary period and regularly works at least sixteen (16), but less than forty (40) hours per pay period.

- E. Temporary Nurse.

A temporary nurse is a registered nurse employed by the Hospital who is hired for a period up to six (6) months, is so informed at the time of hire and is hired for a specific project, vacancy, or to replace a nurse on leave or vacation.

- F. Casual Nurse.

A casual nurse will be defined as one who works on an occasional basis and is not regularly scheduled. To maintain a casual status, a nurse must work regular scheduled shifts at least seventy-two (72) hours per quarter, twenty-four (24) of which must be worked on either nights or weekends if requested by the Hospital. In areas that utilize a scheduled on call system, all casual nurses will cover three (3) shifts of call in addition to their seventy-two (72) hours per quarter requirement.

1. When it is observed that the minimum hours are not being satisfied, the RN involved will be notified in writing that their casual status is terminated.

G. Immediate Supervisor.

A nurse's immediate supervisor is the nurse's department director or designee.

- H. It is understood that a nurse will declare the nurse's status as full-time, regular part-time, part-time, temporary, or casual in writing upon employment and the nurse's status shall thereafter change only upon written application for change approved by the Hospital.

SECTION 24: MANAGEMENT RIGHTS

- A. The Association recognizes the right of the Hospital to operate and manage the Hospital, including, but not limited to the right to require standards of performance and to maintain order and efficiency, to direct employees and to determine job assignments and working schedules, to determine the kind and location of facilities, to determine whether the whole or any part of the operation shall continue to operate, to select and hire employees, to promote and transfer employees, to discipline, demote or discharge employees for just cause, to lay off employees, and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.
- B. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management functions. All matters not covered by the language of this Agreement shall be administered by the Hospital on a basis in accordance with such policies and procedures as it from time to time shall determine.

SECTION 25: SEPARABILITY

- A. Every clause of the Agreement shall be deemed separable from every other clause of the Agreement and in the event that any clause or clauses shall be finally determined to be in violation of any law by judgment or decree or any court of competent jurisdiction, then any such clause or clauses only, to the extent only that any may be in violation, shall be deemed unenforceable without impairing the validity and enforceability of the rest of the Agreement.

Should any article or clause, or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such article, clause or provision shall not invalidate the remaining portions hereof and such remaining portions hereof shall remain in full force and effect for the duration of this Agreement.

Any provision of this Agreement in conflict with any Federal or State law presently in existence or becoming effective during the term of this Agreement shall be automatically superseded by the appropriate law.

Hospital and Association agree that should either be notified that any provisions of this Agreement is in conflict with any State or Federal statute or void because of Court Decree, that such will notify the other thereof and will meet within thirty (30) days to negotiate an effectual understanding with respect thereto. Provided always that the Association will not strike, and Hospital agrees not to implement lockout practices during such negotiations.

B. Captions, Titles, Paragraph Headings

Captions, Titles, and Paragraph Headings throughout this Agreement are for convenience and reference only, and shall not be deemed or held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement, not to define, limit, or describe the scope or intent of any particular paragraph.

C. Completeness of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in their entirety in this Agreement. Therefore, the Hospital and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with the other with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

D. Past Custom and Practice

It is mutually understood and agreed by the parties that the Hospital is not obligated to continue past customs and practices which were in effect prior to the signing of this Agreement.

SECTION 26: NO STRIKE OR LOCK OUT

A. During the term of this Agreement, no nurse shall engage in and the Association, its officers, agents, representatives and members shall not directly or indirectly authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Hospital or ratify, condone or lend support to any such conduct or action.

B. In addition to any other liability, remedy or right provided by law, if a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Hospital occurs, the Association shall, within twenty-four (24) hours of a request by the Hospital:

1. Publicly disavow such action by the nurses.
 2. Notify the nurses of its disapproval of such action and advise the nurses to cease such action and return to work immediately.
- C. The Hospital will not lock out nurses during the terms of this Agreement.

SECTION 27: ELECTRONIC COMMUNICATIONS

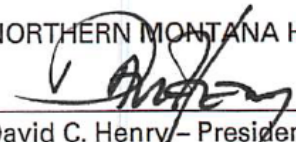
Nurses shall continue to be permitted to use the Hospital email system during non-working time for activities covered under Section 7 of the National Labor Relations Act.

SECTION 28: TERM OF AGREEMENT

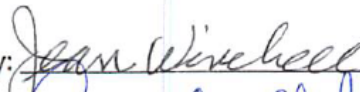
- A. This Agreement will become effective on the 1st day of December 2023 and shall continue in full force and effect until the 30th day of November 2025.
- B. Either party may reopen this Agreement for modification by serving written notice on the opposite party not less than ninety (90) nor more than one hundred twenty (120) days prior to the expiration date or any anniversary of the expiration date thereafter.
- C. The parties hereto by written agreement may extend said period for the purpose of reaching a new Agreement.
- D. Service shall be deemed complete on the postmarked date of all notices submitted by mail or by E-Mail delivery receipt addressed to Vice President of Patient Care and Vice President responsible for Human Resources hereunder.

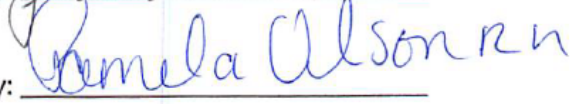
IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of Dec, 2023.

FOR NORTHERN MONTANA HOSPITAL

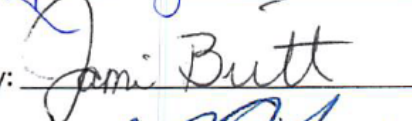
By: 
David C. Henry - President & CEO


FOR MONTANA NURSES ASSOCIATION

By: 

By: 

By: 

By: 

By: 
Amy Hauschild, RN
MNA Labor Representative