

COLLECTIVE BARGAINING AGREEMENT

Between

CLARK FORK VALLEY HOSPITAL

And

**MONTANA NURSES ASSOCIATION
CFVH Local Unit #34**

January 1, 2024 to December 31, 2026

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Preamble

The purpose of this Agreement is to promote safety and efficiency in operations, and to provide a contractual obligation achieved by collective bargaining relative to wages, hours, and working conditions of employees covered by the terms of this agreement.

This agreement is made and entered into between Plains Hospital Corporation dba Clark Fork Valley Hospital, Plains, MT, hereinafter referred to as "The Hospital", and the Montana Nurses' Association – Clark Fork Valley Hospital – Local #34, hereinafter referred to as "The Association". All members of the bargaining unit as defined by the Recognition Clause of the contract shall be referred to as Nurses.

Article 1 – Recognition

Section 1.1:

The Hospital recognizes the Association as the exclusive representative for collective bargaining purposes of all full-time, part-time, Relief/PRN, and temporary Registered Nurses excluding all other employees, managers, supervisors, guards, Home Health, Clinic, and Confidential Registered Nurses.

Article 2 – Non-Discrimination

Section 2.1:

The Hospital and the Association agree not to discriminate against any employee on the basis of race, color, sex, age, gender, national origin, marital status, sexual orientation, religion, disability or union activity or non-union activity. All items contained within this Section are not subject to the provisions of Article 24 (Grievance and Arbitration) of this agreement.

Article 3 – Separability

Section 3.1:

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Article 4 – Scope of Agreement

Section 4.1:

The Agreement expressed herein in writing constitutes the entire agreement between the parties. It is understood that the specific provisions of the Agreement shall be the sole source of the rights of the Association and the rights of any employee covered by this Agreement, and shall supersede all previous oral and written agreements between the Hospital and the employees. The Hospital is under no obligation to maintain past practices, existing conditions or historical benefits, oral or written.

Article 5 – Management Rights

Section 5.1:

In order to operate its business, the Hospital, in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, layoff, transfer and recall the work force; to assign work and change, combine, create or abolish job content; to establish and make known reasonable work rules and safety rules for all employees, to contract; and to determine the number of employees, including the number of employees assigned to any particular operation or shift.

Section 5.2

Any of the rights, powers, authority and functions the Hospital had prior to the negotiation of this Agreement are retained by the Hospital and the expressed provisions of this Agreement constitute the only limitations on the Hospital's right to manage its business. The Hospital not exercising rights, powers, authority and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

Section 5.3

All other traditional rights of management are also expressly reserved to the Hospital. The express provisions of this Agreement constitute the only limitations upon the Hospital's right to manage its business as set forth in Article 4.1.

Section 5.4

In order to ensure a professional and safe work environment, the Hospital has the right to conduct criminal background checks and pre-employment physicals including drug and alcohol screens on new nurses.

Article 6 – Union Rights

Section 6.1:

A duly authorized representative of the Association, upon reasonable notice, may be permitted at reasonable times to enter the facilities operated by the Hospital for the purpose of transacting Association business. The Association's representative shall provide notice to the Hospital Administration with date and time of visit prior to meeting. Transaction of any business shall be conducted in an appropriate location subject to general Hospital rules applicable to non-employees and shall not interfere with the work of employees. No visitations shall disrupt patient care or productivity and the Hospital reserves the right to discontinue such visitations at any time.

Section 6.2:

The Hospital will provide bulletin board space, which the Association may utilize, for official Association business. The Hospital shall determine location and size. The Association may post written material that has to do with conducting Association business or nursing practice. Posting information of a defamatory nature shall not be permitted.

Section 6.3:

The Hospital shall provide to the Association on a quarterly basis a list of nurses in the bargaining unit, including names, phone numbers, addresses, and dates of hire. On a monthly basis, the Hospital shall provide to the Association a list of newly hired nurses with the contact information listed above and a list of terminated nurses with the date of termination.

Section 6.4:

The Local unit President, or designee, will be notified within seven (7) calendar days of all nurse new hires.

Article 7 – Right to Contract

Section 7.1:

The Hospital expressly reserves the right to contract bargaining unit work on a temporary basis to non-Hospital employees for up to thirteen weeks in the event of unforeseeable work loads or for other business reasons. In the event the Hospital determines to subcontract bargaining unit work on an indefinite basis, the Hospital agrees to notify the Association at least thirty days in advance to allow the parties to meet and confer on the issue. The Hospital will not subcontract bargaining work for the purpose of eliminating the Association's representation.

Article 8 – Discipline

Section 8.1:

The Hospital shall follow the principle of progressive discipline and cause in enacting any disciplinary action towards a nurse. However, the Association and the Hospital acknowledge that immediate discharge and/or suspension may be justified in specific instances. Such instances are serious in nature and include theft, fraud, insubordination, and/or gross misconduct (as provided in Article 23, Section 23.2). In the event of such termination, a nurse shall be provided with the reason for the termination in writing, or in the case of suspension, the reason and length of suspension.

Except in instances justifying immediate discharge and/or suspension (See Article 23), progressive discipline will consist of the following steps:

- A. Step One – Verbal Warning: When a verbal warning is given, the nurse shall be informed that this is the first step in the disciplinary process. All verbal warnings shall be documented as such and shall include the date and reason, and nurse's signature acknowledging receipt of the warning.
- B. Step Two – Written Warning: The second step in the disciplinary process will be in the form of a written warning. All written warnings shall be documented as such and shall include the date and reason , and the nurse's acknowledging receipt of the warning.
- C. Step Three – Suspension: If the process of a verbal and written warning does not correct a disciplinary issue, the third step in the disciplinary process shall be suspension for a minimum of three working days, but not to exceed one week. All suspensions shall be documented as such and shall include the date and reason, and nurse's signature acknowledging the suspension.
- D. Step Four – Termination: Should the previous steps in the disciplinary process not correct a nurse's performance, the employer shall

terminate the nurse from employment with the Hospital. All termination shall be documented as such and shall include the date and reason, and the nurse's signature acknowledging the termination.

Section 8.2:

A bargaining unit member will be notified within fifteen (15) calendar days of the Hospital's knowledge of the infraction that may result in discipline. Discussion of verbal and written warnings shall take place in a private area. When appropriate, warnings shall include written goals, and objectives to be followed aimed at correction of performance.

Section 8.3:

Union Representation: In the event of a meeting with the Hospital wherein an individual nurse may be disciplined or investigated for potential discipline, the Hospital shall notify the nurse of their right to union representation. In cases of termination or suspension of a nurse, the Association shall be notified of such intent and the affected nurse shall be advised of the right to representation. Should the nurse choose Union representation, discipline shall be held until such time as a representative can attend its implementation with the nurse. Such discipline shall not be delayed more than three (3) business days unless otherwise mutually agreed.

Section 8.4:

Nurses shall have the opportunity to respond in writing to any discipline. Such responses shall be attached to the disciplinary documentation and placed in the employee's personnel file.

Article 9 – Personnel Records

Section 9.1:

All official nurse employee records will be maintained in the Human Resource Department to ensure accurate, confidential, and required records of the education, experience, attendance, and performance of each nurse.

Section 9.2:

A request to inspect the personnel record shall be made by advance appointment with the Human Resource Manager or designee. The nurse may inspect the file in the presence of the Human Resource Manager or designee.

Section 9.3:

Nurses are responsible for informing the Nurse Manager and/or the Human Resource Department of any changes such as: Name and address, telephone number, marital status, citizenship, registration, certification, licensure, dependents, beneficiaries and other pertinent information.

Section 9.4:

Employee health information files are maintained in accordance with the Health Information Portability and Accountability Act of 1996.

Section 9.5:

A nurse has a right to provide a written rebuttal to any document in the Personnel File, which they take exception to.

Article 10 – Employee Definitions

Section 10.1:

For purposes of this section, the pay period is one calendar month and average hours worked shall be calculated from the most recent calendar quarter (e.g. January through March; April through June; etc.)

- A. Probationary Nurse: All nurses shall be considered probationary for the first six (6) months of their employment. A nurse's probationary period may be extended for an additional ninety (90) days at the discretion of the Chief Nursing Officer by informing the nurse of the decision and the reason(s) for extension. Immediate Supervisors will meet with probationary nurses to discuss their performance and progress regularly. Quarterly, they will meet for written evaluations. The result of these evaluations will be communicated to the employee in a timely manner. During the probationary period, the nurse may be terminated without recourse to the grievance procedure. Probationary nurses are eligible to participate in fringe benefits provided by the employer subject to the qualifying times for each benefit.
- B. Full-Time: A nurse regularly and normally scheduled to work an average of 36 or more hours per week.
- C. Part-Time eligible: A nurse regularly and normally scheduled to work an average of more than thirty (30) and less than thirty-six (36) hours per week.
- D. Part-Time Ineligible: A nurse regularly and normally scheduled to work an average of more than twenty (20) and less than thirty (30) hours per week.

- E. Relief/PRN Nurse: A nurse who is not regularly scheduled to work. The nurse works when called in or to fill in for vacation, sick leave, leaves of absence, personal time off, continuing education, etc. The nurse may work enough hours to meet the minimum requirements for "regular" status periodically, but this does not qualify that nurse for reclassification unless it is anticipated that the nurse will be regularly scheduled at an adequate level in the future.
- F. Temporary Nurse: A nurse hired for a specific, temporary period of time, up to nine months and is classified as temporary at time of hire.
- G. Charge Nurse: A nurse designated by the Nurse Manager to coordinate unit activities during designated shift. The role of Charge Nurse is not a position of posting. Charge Nurses will be appointed by nurse managers. When possible, Charge RNs shall be assigned smaller patient loads or patients with lower acuity to allow for collaboration with staff RNs and other departments.

The Hospital agrees that during the term of this Contract it will not assert or seek to challenge the supervisory or non-supervisor status as defined in section 2(11) of the National Labor Relations Act, of any bargaining unit nurses who function in the role of Charge Nurse, whether on a temporary or permanent basis. With the exception of staff adjustments to ensure adequate staffing levels and/or patient safety, a Charge nurse shall not have the authority to hire, layoff, terminate, promote, discharge, reward, or discipline other employees, or to adjust their grievances or effectively recommend such actions.

Article 11 – Hours of Work

Section 11.1:

Regular Work Period: The regular work period shall consist of 40 hours in a seven day period (40 hour work period). Nurses regularly working a designated 6, 8, or 12-hour shift shall be considered to have a 40-hour work period.

Section 11.2

Regular Work Shift: A regular work shift shall be designated as 6, 8, or 12 hours. Any exceptions to regular work shifts shall be mutually agreed between the Hospital and the Association.

Section 11.3

Meal Breaks: Nurses shall have one thirty-minute meal break per shift, for any shift of 8 hours or more. A nurse will not be paid while on a meal break. However, work-driven missed and interrupted meal breaks will be documented and paid as time worked. Meal breaks taken by nurses working less than 7 hours in a single shift must be clocked in and out by the employee. During day shift, meal breaks are to be taken off the unit with no eating at the nursing station. Another nurse must be available to cover patient care and E.R. while a nurse is on meal break during the day shift.

Section 11.4

Rest Period: Nurses will be eligible for one paid 15 minute relief period in each four hour period worked. If a nurse works through a rest period, the nurse will not receive additional compensation. Rest periods are counted towards hours worked.

Section 11.5

Overtime: Overtime is intended to meet Hospital emergency needs only and must be authorized in advance by the Nurse Manager. Traveling nurses shall not be scheduled overtime shifts unless all Association nurses have been offered the shift and it remains unfilled. Nurses shall be classified as working a 40-hour work period, as per Section 11.1. Nurses classified as working a 40 hour work period shall be compensated at one and one-half times the regular straight time hourly rate of pay provided for in this agreement, for all time worked in excess of 40 hours per work period. Overtime shall not be compounded or pyramided. A nurse may be required to shift extend, but will not be required to accept call-in to the Hospital unless on call, except in emergency situations.

Section 11.6

If a nurse reports for work on a regular schedule and is sent home within two hours for lack of work, or if an nurse is asked to report, reports, and is sent home within two hours, that nurse shall receive two hours pay.

Section 11.7

Nurses called to work during a scheduled time off that report during the first two hours of a shift will be paid for the entire shift. Nurses called after the first two hours of a shift will be paid actual time worked plus two hours. This provision does not apply to nurses classified as Relief/PRN or those who are being paid critical shift differential.

Section 11.8

Nurses who are required to testify in court on Hospital-related business will receive their regular rate of pay for all time they spend giving of such

testimony. This will include all time spent with the Hospital and/or legal counsel in preparation for such testimony. This time will be counted as hours worked in computing overtime pay. Nurses who appear as witnesses for a party adverse to the Hospital in any proceeding shall not receive pay for the time testifying, nor shall the time be counted as time worked.

Section 11.9

Full-time or part-time nurses are eligible to receive up to 14 days of Jury Duty pay per year, if they are called to jury duty on days that they would have normally been scheduled to work. Jury Duty pay will be the difference between the stipend the nurse is paid for serving on the jury and the pay that they would have received if they had worked their regular schedule. To receive the difference between the stipend paid and their regular pay, the nurse must sign over to the hospital the check they receive for serving on the jury. The check is to be turned into accounting. Mileage fees paid for serving on jury duty may be retained by the nurse.

If a nurse cannot be spared for jury duty without compromising the hospital's ability to provide services, or if the Hospital would risk serious financial loss, the nurse manager may submit a request to the judge asking that the nurse be excused from jury duty.

Section 11.10

In the event the disaster plan is activated, the Hospital may require nursing staff to report to work and remain until dismissed.

Section 11.11

Routine schedules will be posted at least two weeks in advance for at least a six-week period. The Hospital may determine and assign/reassign all work hours, schedules, shifts, and on-call duties. Once a schedule has been posted any changes shall be by mutual agreement. Nurses shall be available to participate in rotating coverage for holidays and weekends. A weekend is defined as Friday night shift through Sunday day shift.

At least fifty percent (50%) of bargaining unit positions shall be full-time bid positions, which establish day or night work. In the event of an emergency, such as 'above normal census and acuity levels' as established by the Professional Conference Committee, nurse schedules may temporarily be changed to accommodate such contingencies.

Section 11.12

Exchange of scheduled shifts and/or days off may be arranged so long as the nurse and an equally qualified replacement submit a written request and secure written approval of the appropriate supervisor at least 24 hours

in advance. Exchange of scheduled shifts/days off will not be approved if the exchange results in overtime for either of the affected nurses. Routine schedules will be posted at least two weeks in advance for at least a six-week period.

Section 11.13

Low Census is defined as a lack of work for staff nurse's caused by an insufficient number of patients relative to the number of nurses scheduled. Skill sets and qualifications to provide safe and appropriate care shall take priority when determining Low Census assignment. Except in instances where skill sets and qualifications differ, Low Census assignment shall occur in the following order:

1. Volunteers
2. Relief/PRN and temporary
3. Rotation between bargaining members

A list of the low census rotation will be available for review and maintained for each contract year.

A nurse who has been appointed Charge for a particular shift may not take low census for that shift unless a Nurse Manager or designee has approved and had the opportunity to appoint another Charge Nurse in his or her place.

Orientation for newly hired nurses shall not be interrupted due to low census. Preceptors or nurses orienting new hires shall not be placed on low census while orienting newly hired nurses.

In an effort to avoid low census days, up to twenty four (24) hours per year paid time can be worked for cross training or approved and/or mandatory continuing education as coordinated with the Nurse Manager or designee for any low census time which is taken by a Nurse, the Nurse may choose to utilize PTO (Paid Time Off) earned leave to bring the Nurses paid hours up to their current FTE status.

Section 11.14

Nothing in this agreement shall constitute a guaranteed work schedule, workday, or workweek.

Section 11.15

Orientation, In-Service and Continuing Education

15. (A) Orientation

1. New hire orientation shall be defined by the hospital for a minimum of one hundred and forty-four (144) hours and or four (4) weeks for newly graduated nurses and a minimum of seventy-two (72) hours for experienced nurses may be decreased or extended by agreement between the orientee and her/his nursing manager.
2. Orientation shall include but not be limited to:
 - a. General hospital orientation
 - b. Review of the Hospital Employee Handbook
 - c. A tour of the hospital and department
 - d. Review of Emergency Preparedness, Crash cart, medication practices in addition to other department specific competencies as defined by the Hospital
 - e. Job descriptions, dress code
3. No less than thirty (30) minutes will be designated during a new hire's orientation to allow the MNA representative to provide orientation on the Association. At this time, the MNA representative will provide the orientee with:
 - a. A copy of the current contract between the Hospital and MNA
 - b. Current MNA membership application
- a. Dues will begin 180 days after the nurse's initial hire date or after completion of the MNA Membership application, whichever occurs sooner.

15 (B) In-Service

1. In-Service education programs will be provided on a continuing basis. An in-service on new procedures and equipment will be provided to the nursing staff before implementation. It is the responsibility of all nurses to attend mandatory staff meetings and in-service programs and to read information as posted by the Nurse Manager.
2. A minimum of twelve hours of in-service per year will be made available for nursing on-site.
3. In the event an nurse is unable to attend a staff meeting or in-service for good cause, she/he must notify the Nurse

Manager for permission to be excused. Such documentation will be noted on the in-service log. Nurses who fail to attend a mandatory staff meeting or in-service without obtaining the Hospital's permission may be disciplined. It will be the nurses' responsibility to obtain the information/training from their Nurse Manager prior to their next regularly scheduled shift.

4. It shall be the responsibility of the nurse to maintain and update their information in the education log on a yearly basis. This log will be kept at the nursing unit and reviewed at a minimum on a yearly basis with the Nurse Manager and at the time of the nurse evaluation.

15 (C) Continuing Nursing Education (CNE)

Nurse Requesting CNE:

1. Requests for CE hours shall be submitted to the Nurse Manager for review of program content and applicability.
2. If the Hospital approves attendance, the Hospital will reimburse up to \$500.00 annually (calculated per hospital policy) for each nurse in addition to a total of eight (8) hours/day for a one day workshop or up four(4) hours/day for a half day workshop to be paid at the nurse's base rate.
3. Nurses will not be eligible to take CE Hours until satisfactory completion of the probationary period.
4. Where requests from two nurses are received, the Nurse Manager shall determine eligibility based on nurse's educational need and nursing unit enhancement.
5. Nurses are encouraged to attend CE hours. The Nurse Manager shall attempt to honor the requested days off for the nurse to attend.
6. Requests shall be made at least four weeks in advance of the registration deadline to allow for processing and scheduling needs. The Hospital will notify the nurse of approval/decline of request within three weeks of registration deadline. CNE requests submitted less than four weeks in advance may be considered and approved or declined based on departmental staffing needs and processing.

Hospital Required CNE:

1. If the Hospital requests a nurse's attendance, the Hospital will reimburse for the total cost fo registration for each nurse. The Hospital will also pay for all time spent in the required workshop to be paid at the nurse's base rate.

2. If the nurse is attending per Hospital request, that nurse shall provide information in the form of an in-service for fellow staff members and provide policy and procedure updates if applicable.
 - 3.
- 15 (D) Nurses are eligible for the Tuition Reimbursement Program provided by the Hospital.

Article 12 – Time Records

Section 12.1:

The nurse is required to keep an accurate record of time worked utilizing the time clock provided by the Hospital. Work should be planned to begin not more than five (5) minutes before the scheduled starting time and to be completed not more than five (5) minutes beyond the scheduled check-out time, unless overtime has been specifically authorized by the supervisor. Under no circumstances may time be held over and recorded on another day. It is the nurse's responsibility to keep track of their own hours and log them according to current time keeping practices. Improper logging of hours on the time clock may result in delayed payment of earnings.

Section 12.2:

A nurse is not permitted to record time on behalf of another employee. Tampering with or altering time cards in any way to report time other than that actually worked is a serious offense and may result in dismissal.

Article 13 – Assignment of Personnel

Section 13.1:

The decision to hire, schedule, transfer, assign, and promote employees shall be based on skill, ability, qualifications, recency of experience, training, length of service and work record as determined by the Hospital.

Article 14- Holidays

Section 14.1:

The following holidays are recognized by the Hospital:

1. New Years Day

2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Section 14.2:

Full-time and part-time nurse's become eligible for accrual of .0231 holiday hours per paid hour of service upon employment. The accrual is included in the Personal Time Off (PTO) accrual (Article 16).

Section 14.3:

Nurses will be paid 1 and ½ times their base rate of pay for holiday hours worked between 12.01 am on the Holiday until 12:00 Midnight of the Holiday. All other hours in their shift will be paid at straight time.

Section 14.4:

The hospital requires nurse's to work holidays. The Hospital/Nurse Manager will determine the work schedule for the holidays taking into consideration staff who have worked the past holidays in comparison to requests for time off, in combination with the department's needs.

Section 14.5:

A nurse who is scheduled to work on a holiday and fails to do so or fails to work on the day scheduled immediately before or after a holiday may be subject to disciplinary action. If a nurse misses work the day before a holiday, the holiday, or the day immediately following the holiday due to illness, the employee may be required to furnish their supervisor with a physician's certificate, or forfeit P.T.O. and holiday accrual if requested documentation is not provided.

Article 15 – Personal Time Off (PTO)

Section 15.1:

Full-time and part-time nurses, upon successful completion of the probationary period, will receive P.T.O. accrual from the date of their employment and are eligible to take PTO.

Nurses converting from full-time to part-time status will be allowed to carry over the maximum number of hours for their time in service. Those nurses will be allowed to cash out any PTO hours above the maximum accrual rate according to their time in service.

Section 15.2:

PTO for full-time and part time nurses is accrued as follows:

0-60 mo. = .0846/hr X paid hours/pay period

Maximum accrual of 176 hours per year.

60 – 120 mo. = .1038/hr X paid hrs/pay period.

Maximum accrual of 216 hour/year.

120+ mo. = .123/hr X paid hrs/pay period.

Maximum accrual is 256 hrs/year.

A full-time or part- time nurse will be allowed to accrue up to two times their annual PTO accrual.

Section 15.3:

The annual PTO accrual includes 48 hours for minor sick leave.

Section 15.4:

In the event of an on the job injury entitling a nurse to Workers Compensation benefits, if a nurse needs to use PTO hours during the waiting period for Workers Compensation and does not receive pay from Workers Compensation for those hours, the hospital will replace the PTO hours used from their bank upon the employee's return to work.

Section 15.5:

Nurses must request their scheduled PTO at least twenty-one (21) days and no more than four (4) months in advance of the schedule being posted. Scheduled PTO must have prior approval of the supervisor. Requests for PTO will be approved or disapproved by the supervisor within 10 working days of receipt. PTO requests submitted less than twenty-one (21) days and no more than four (4) months in advance may be considered and approved or disapproved by the supervisor based on staffing needs and individual circumstances. Nurses requesting PTO for out of state travel, which must be documented on the request, may submit their requests more than four (4) months in advance and will be notified of approval or disapproval with as much advance notice as possible.

Section 15.6:

All PTO days requested must be covered by the nurse's PTO accrual. Any nurses on Low Census will have the choice to use PTO or take HRO (Hospital Requested Time Off).

Section 15.7:

A nurse may cash out PTO or vacation once a year to a maximum of two weeks or eighty (80) hours of accrual during the month of their anniversary

date of employment, in addition a nurse may cash out an additional eighty (80) hours of accrued PTO hours when the nurse reaches 75% of their maximum accrual. Such cash out shall be paid on the following payday.

Article 16 - Extended Illness Bank

Section 16.1:

After six months of employment for full-time and part-time nurses will receive Extended Illness Bank (EIB) accrual and are eligible to take EIB time, beginning on the 5th consecutive day of their own illness.

Section 16.2:

EIB time for full-time nurses is computed, as follows:

.023 hours x paid hours per pay period, up to a maximum of 48 hours per year and 352 hours cumulative.

EIB time for part-time nurses is computed as follows:

.023 hours x paid hours per pay period, up to a maximum of 48 hours per year and 176 hours cumulative.

Section 16.3:

A primary care provider's certification will be required in conjunction with a nurse's request to use EIB. A primary care provider's release will be required in conjunction with a nurse's return to work following the use of EIB.

Section 16.4

Unused EIB will not be paid at the time of a nurse's termination.

Article 17 – Leaves of Absence

(See Article 18 for Maternity Leave)

Section 17.1

- a. Nurses may request approval for leaves of absence. A written request stating the reason for the leave, starting date, and expected return date, must be submitted by the nurse to the Nurse Manager.
- b. All unpaid leaves are granted with the understanding that the employee will be considered for the first opening for which they are qualified upon their return, unless otherwise required by law. Unless otherwise specified, there is no guarantee that a RN will be placed in the same position held prior to the leave.
- c. An employee who does not notify their supervisor of their availability to return to work at the end of a leave of absence shall be considered to have terminated employment.

- d. For all Leaves, nurses shall retain benefits accumulated prior to taking any Leave (i.e. seniority/length of service and retirement).
- e. For FMLA Leave, the Hospital will continue to maintain all insurance benefits under the hospital's group health plan at the same level and under the same conditions under which they were actively employed. The employee must continue to meet required contribution and/or co-payments in a timely manner for the same portion they paid as an active employee. In the event that the employee does not return to work and cannot show just cause beyond their control, the employee will be required to reimburse all insurance premiums paid by the employer to maintain health coverage for the employee while the employee was on FMLA leave.
- f. For unpaid leave where a nurse accrues no work hours in a calendar month, unless otherwise covered by law and subject to the terms, conditions, and limitations of the applicable plans, health insurance coverage will remain the same if the nurse pays the full premiums due each pay period. If the nurse fails to pay the required premiums, the insurance will be cancelled and a new eligibility period will commence when the nurse returns from Leave, before re-enrollment.

Section 17.2: Family and Medical Leave

Full-time and part-time nurses who have worked a minimum of twelve (12) months and twelve hundred fifty (1250) hours, shall be provided up to twelve (12) weeks of unpaid leave in a twelve (12) month period for;

- a. Nurse's serious medical condition
- b. Birth or adoption of a child
- c. Placement of a child with the employee for adoption or licensed foster care
- d. Caring for a seriously ill family member
- e. Called to active duty - Reserve or National Guard(nurse, spouse, child, or parent)
- f. Retired member of Regular Armed Forces where leave is relate to qualifying exigency such as;
 - a. Child care or school issues
 - b. Addressing financial or legal issues
 - c. Five (5) days rest and relaxation military leave
 - d. Certain post-deployment activities

Section 17.3: Military Leave

All nurses are eligible for leave while performing military service in accordance with the Uniformed Armed Service Employment and

Reemployment Act. Military service includes active military duty and Reserve or National Guard Training.

Section 17.4: Personal Leave

Full-time or part-time nurses who have worked a minimum of twelve (12) months and twelve hundred fifty (1250) hours, shall be provided personal leaves of absence of up to thirty (30) days without pay within a twelve (12) month period, by request of nurses who wish to take time off from work to fulfill personal obligations. Thirty day (30) periods of extension may be granted upon approval of management.

Section 17.5: Educational Leave

Full-time and part-time nurses who have worked a minimum of twenty four (24) months continuously, by request and subject to approval of management shall be provided;

- a. Leave without pay for course work that is applicable to their job duties with the Hospital

Section 17.6: Bereavement Leave

Full time nurses are eligible for up to three days of bereavement leave for the death of an immediate family member. Bereavement pay will be provided up to a maximum of 3 scheduled shifts. Nurses may, with supervisor’s approval, use any available PTO if additional time off is necessary. Bereavement pay is calculated on the base pay rate at the time of absence.

Immediate family member shall be defined as:

- Spouse or Significant Other
- Parent or Spouse/Significant Other’s parent
- Child or Stepchild
- Sibling

Leave Table A

	Who is Eligible	Eligibility Requirements	Documentation to Provide	Length of Leave
Family & Medical Leave	Full-time/ Part- time Nurses	12 months AND worked 1250 hours in 12 months	Primary Care Provider certification/ 30 day notice when foreseeable	Up to 12 weeks every 12 months

Military Leave	Nurse who is a service member or spouse, child, parent, next of kin of service member	No length of service requirements	Not required - may ask for orders following military leave	12 weeks (FMLA) Additional 14 weeks Max:26 weeks/year
Personal Leave	Full-time/ Part- time Nurses	12 months AND worked 1250 hours in 12 months	Written request/ approval by CEO	Up to 30 days in a 12 month period unless by approved extension
Educational Leave	Full-time/ Part- time Nurses	24 months	Written request/ approval by CEO	Course work up to 12 months every 5 years

Article 18 – Maternity Leave

Section 18.1:

The hospital will not discriminate against any employee regarding the terms, conditions and privileges of employment bases on pregnancy, childbirth, or related medical conditions.

Section 18.2:

The Montana Maternity Leave Act supersedes the FMLA only in areas where it is more generous.

Section 18.3:

A nurse is entitled to maternity leave even if they have already used their allotted twelve (12) weeks within the 12 month period preceding the commencement of the leave. Hospital will grant a request for a reasonable leave of absence for maternity. A reasonable leave of absence for maternity is for that period of time during which a female nurse is incapable of performing normal job duties due to maternity. Hospital will require medical verification of disability for this purpose.

Section 18.4:

If absenteeism due to pregnancy becomes excessive or if a pregnant nurse is incapable of performing normal job duties, Hospital will require the nurse to take maternity leave until the nurse is capable of performing normal essential job duties on a regular basis with reasonable accommodation. Hospital will not require any nurse to take a mandatory maternity leave for an unreasonable length of time. During maternity leave, insurance benefits will continue as per the provisions of the FMLA (see Article 17).

Section 18.5:

A nurse requiring maternity leave shall provide the nurse manager with reasonable notice of the expected date of leave. A nurse returning from maternity leave shall provide the supervisor with reasonable notice on her intent to return to work. When the supervisor receives notice of intent to return to work, the supervisor will reinstate the nurse as soon as reasonably possible on the next schedule. Hospital will reinstate an nurse who has taken a reasonable leave of absence for maternity to her original job or to an equivalent job with equivalent pay, and accumulated seniority and other benefits.

Article 19 – Health Insurance

Section 19.1:

1. All full-time and part-time eligible nurses will be eligible to enroll in the Hospitals Group Health Plan under the appropriate coverage status, which may include employee only, employee and spouse, employee and child(ren), and employee and family, for which the Hospital will pay a portion of the premium cost thereof.
 - a. Nurse’s will be entitled to participate in the Hospital Health Insurance Plan on the same terms and with the same provisions for employer/employee contribution as those made available to other employees of the Hospital. Health Insurance Plan contribution rates, benefit levels, coinsurance amounts, and the like are subject to change.
 - b. The Hospital agrees to inform MNA prior to applying any pending changes in the plan and to meet to discuss those changes if requested by the Association.

Article 20 – Retirement Plan

Section 20.1:

Nurse’s will be entitled to participation in the Hospital Retirement Plan on the same terms and with the same provisions for employer/employee contributions as those made available to other employees of the Hospital. Retirement Plan benefits, contribution rates, investment options and the like are subject to change.

Article 21 – Group Life Ins., Acc. Death & Dismemberment Ins.

Section 21.1:

Full-time nurse's will be entitled to participation in the Hospital Group Life Insurance and Accidental Death and Dismemberment Plan on the same terms and with the same provisions for employer/employee contribution as those made available to other employees of the Hospital. The Plan benefit levels and terms are subject to change.

Article 22 - Seniority, Job Posting, and Layoffs

Section 22.1:

Seniority shall be the accumulation of continuous hours of worked service a nurse has accrued from the date of their most recent employment with the hospital. Relief/PRN and temporary nurses shall not accrue seniority. If qualifications and skills are equal as determined by employer, recall from layoff shall be by seniority.

Bargaining unit nurses who take a management position shall have their bargaining unit seniority frozen. A nurse who takes a management position shall have a 90 day trial period, in which they can move back into their previous bargaining unit position. After 90 days, if they want to move back into their previous bargaining unit position, first they must fill a non-bid position, from which they may bid for an open bid position which shall be awarded based on seniority.

Bargaining unit nurses who leave employment at CFVH in good standing but return within 1 year of their employment terminating shall have their previous bargaining unit seniority reinstated upon completion of their probationary period.

Seniority shall be canceled and an employee's length of service broken if:

1. They resign and do not return to employment at CFVH within 1 year;
2. They are discharged;
3. They fail to report concerning work following recall from a layoff within three (3) working days, and/or fail to report to work as scheduled.
- 4.

Section 22.2:

Clark Fork Valley Hospital will provide nurses with an opportunity to apply for current job openings for which they are qualified. Internal applicants will be considered for the first five days of posting any position, prior to

consideration of any external applicant. Nurses may bid on positions based on seniority if the nurse meets the minimum qualifications of the position. The nurse may only bid on such a position if they have not been in a disciplinary process within three months prior to the posting. Unless otherwise mutually agreed upon by the Hospital and Association job openings shall be posted on the hospital bulletin boards for a minimum of seven days.

Section 22.3:

A lay-off shall be defined as a period of time during which the nurse's services are not required by the hospital due to a lack of work, exclusive of daily staffing adjustments. In the event of a lay-off, nurses will be provided with advance notice of no less than fifteen (15) calendar days. In reducing the hospital's labor force by a lay-off, the employee shall retain their seniority, vacation, personal time off, and extended illness bank, nor will they lose benefits accrued before the lay-off.

Lay-off shall be implemented in the following Job Classification order with respect to bargaining unit members:

1. Temporary Nurses
2. Relief/PRN Nurses
3. Limited Duty Nurses
4. Part-time Nurses
5. Full-time Nurses

A nurse faced with the prospect of lay-off will have the right to displace another nurse with the same job of less seniority and the same or lower job classification, if they are capable of performing the duties efficiently and effectively within a five (5) workday trial period. The following will govern such displacement:

1. Within the same job description and the laid off nurse's current department based on department seniority.
2. Within the same job description in another department if the laid off nurse has the qualifications and has previously demonstrated willingness and skills to work in that department, based on seniority in the two departments.
3. In a lower classified job description in the current department for which the nurse is qualified, based on department seniority, if the laid off nurse is willing to accept a demotion during the lay-off period.
4. In a lower classified job description in another department for which the nurse is oriented and has previously demonstrated the

willingness and the skills to work in that department, based on seniority in the two departments and the nurse's willingness to accept a demotion during the lay-off.

Article 23 – Conduct

Section 23.1:

Hospital has established rules of conduct to insure a safe, pleasant work environment and to achieve an atmosphere that encourages high productivity and smooth business operations. It must be recognized by all employees that the business that we are about is extremely sensitive, confidential, and carries the highest level of responsibility and standards to our customers. Please refer to CFVH Policy "Rules of Conduct" for detailed examples of unacceptable forms of conduct.

- 1.

Section 23.3:

The type of disciplinary action which may be taken in response to unacceptable nurse conduct or poor job performance depends on all of the circumstances of the individual case. Disciplinary action may be imposed by the nurse's supervisor, nurse manager, or the Chief Nursing Officer.

Article 24 – Grievance Procedure

Section 24.1:

The purpose of this Article is to provide a method for the settlement of disputes arising from the violation of any specific provision of this Agreement. Any such dispute shall be defined as a grievance and must be presented and processed in accordance with the following steps, time limits and conditions provided herein, except that by mutual consent, grievances may be advanced or referred back for consideration and time limits may be adjusted. Without such mutual consent, failure by the nurse to follow this grievance procedure shall be grounds for the Hospital to dismiss the grievance. Failure of the employer to follow this grievance procedure shall move the grievance to the next step contained in Section 24.2. It is the intent for the parties that the grievances be addressed informally whenever possible.

Section 24.2:

The following steps shall be followed with respect to grievances:

Step 1: A nurse shall first present the grievance in writing to the immediate supervisor within ten (10) business days of the occurrence or when the nurse should have reasonably known of the occurrence. The written grievance shall describe the conduct which allegedly violates a specific section of the Agreement and the remedy sought. The supervisor shall give a written decision to the grievant, with a copy to the Association, within ten business days of the grievance filing. If the matter is not resolved at Step 1, the grievance may be appealed to Step 2 by submitting the grievance to the Chief Nursing Officer (CNO) or his/her designee, within ten (10) business days from the receipt of the Step 1 response.

Step 2: The Chief Nursing Officer (CNO) shall meet with the grievant and a representative of the Association within ten (10) business days of the appeal to Step 2 and attempt to resolve the matter. The CNO shall have ten (10) business days in which to respond in writing to the grievant with a copy to the Association after the meeting occurs. If the matter is not resolved at Step 2, the grievance may be appealed to Step 3 by submitting the written grievance to the Hospital within ten (10) business days from the Step 2 response.

Step 3: The administrator or designee and one other management representative shall meet with the grievant and a representative of the Association within ten (10) business days after the appeal to Step 3 in an attempt to resolve the matter. The Hospital shall have ten (10) business days in which to respond in writing to the grievant with a copy to the Association.

Step 4: Mediation

In the event the parties are unable to resolve a grievance pursuant to the foregoing procedure, either party may request within ten (10) business days of the decision in Step 3 that the issue 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, in which event the grievance will be resolved. Selection of the mediator will be by mutual agreement of the parties. The expense of mediation shall be born equally by the parties. If mediation is requested, the time for notice of arbitration shall be tolled until the completion of mediation.

Each party shall bear the cost of presenting their mediation case.

Step 5: In the event a grievance for suspension or termination is not resolved through the previous steps, at the request of the involved employee it shall advance to a Peer Review Panel composed of random hospital employees per Hospital policy. The Review Panel shall make a

recommendation to the Hospital for settlement of the grievance based on their review of the evidence and factors related to the grievance. The CEO will receive the recommendation from the Review Panel and shall have ten (10) business days in which to respond in writing to the grievant with a copy to the Association. If the matter is not resolved at Step 5, the grievant may submit the grievance to Arbitration.

Binding Arbitration (Binding Arbitration must be pursued within 15 business days of the decision in Step 4 or 5) – In the event either party calls for binding arbitration in a grievance, the arbitrator shall be chosen from a list of at least 11 names provided by the Federal Mediation and Conciliation Service. The employer and the Association shall pick an arbitrator as a result of a coin toss, the winner choosing to strike or not strike the first name from the list. Names shall be stricken alternately by both parties until one name remains. The final name shall be the arbitrator whose decision on the case shall be final and binding. Each party shall bear the cost of presenting their arbitration case. The parties agree to share equally the cost of the arbitrator.

Article 25 – Amendments and Minimums

Section 25.1:

Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto in writing without, in any way, affecting any of the other provisions of this Agreement.

Section 25.2:

The terms hereof are intended to cover only minimums in wages, hours, and working conditions and other employee benefits. The Employer may place superior wages, hours, and working conditions, and other employee benefits in effect, after notification to the Association and may reduce the same to minimums herein prescribed, after notification to the Association without consent of Association. This provision shall apply to wages, benefits, working conditions and other employee benefits that have been uniformly granted to all employees in the bargaining unit.

Article 26 – Dues Deductions

Section 26.1:

The Hospital agrees to deduct the union membership dues from the pay of those nurses who have authorized such deductions in writing. The deductions, together with an itemized statement, shall be remitted to the

Association within (30) days after deductions are made. The Association agrees to indemnify and hold harmless the Hospital from any and all claims resulting from the operation of the dues deduction clause.

It shall be a condition of the continued employment with the Hospital that nurses covered by this Agreement shall pay a representation fee, or become members of the Association upon satisfactory completion of their probationary period or 180 days after initial date of hire, whichever comes first. However, there are three exceptions to this requirement.

- 1) This clause only applies to nurses hired after December 1, 2000.
- 2) Relief/PRN nurses are exempt from this clause.
- 3) Any Nurse covered by this agreement who can document a sincere religious belief in a religion which historically has held objection to any participation either financially or by membership in a labor organization is exempt from this clause.

Article 27 – Concerted Activity

Section 27.1:

During the life of this Agreement, under no circumstance will the Association cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, picket, sit-down, stay-in or slowdown in any operation of the Hospital or any curtailment of work or restriction of production or interference with the operations of the Hospital.

Section 27.2:

In the event of a work stoppage, picketing or other curtailment not in conformance with this agreement, the Association shall immediately instruct the involved nurses in writing that their conduct is in violation of the contract, that they may be disciplined up to and including discharge and instruct all such persons to quit the offending conduct.

Section 27.3:

The Hospital shall have the right to discipline up to and including discharge any nurse who instigates, participates in or gives leadership to any activity herein prohibited.

Section 27.4:

The Hospital will not lockout any nurse until after the Association has been provided a formal 10 day notice of such action by the Hospital.

Article 28 – Duration and Termination

Section 28.1:

The agreement shall be effective January 1, 2024 and shall remain in full force and effect until December 31, 2026 and annually thereafter, unless either party gives notice to the other party to amend or terminate the Agreement as provided in this article.

Acknowledgement

IN WITNESS WHEREOF the parties hereby affix their signatures as of this 3 day of January , 2024.

For: Clark Fork Valley Hospital


For: Montana Nurses Association

DocuSigned by:

E94608DB58BB4E6


Gregory Hanson, MD
President/CEO

Date: 1/25/2024

DocuSigned by:

010070389CA04FD...


Leslie Shepherd, BSN RN
Labor Representative, MNA

Date: 1/10/2024

DocuSigned by:

02E8E137D39943E...

Derek Halden, RN
MNA Local #34

Date: 1/10/2024

DocuSigned by:

BE49DAAG8E2D43F...

Colleen Boyer, RN
MNA Local #34

Date: 1/10/2024

Addendum A
Professional Conference Committee

The purpose of this committee will be to facilitate communications and cooperation between registered professional nurses and the Hospital; to establish a forum for open discussion of mutual concerns; to identify problem areas between nursing service and other departments of the hospital; and to improve understanding of problems and needs of nursing and the Hospital.

- A. The committee shall consist of two bargaining unit members as well as two members from the Hospital's. The committee may invite additional participants by mutual agreement of the members.
- B. The committee shall establish its own meeting schedule and structure. Meetings of the committee shall be held at the hospital. Members of the committee shall be paid for all time spent in the committee at the base hourly rate of pay.
- C. The committee members representing the bargaining unit and the Hospital shall notify the other of specific issues to be discussed at the meeting within 10 business days of the meeting.
- D. The committee shall be advisory in nature, and may not effect the terms and conditions of this agreement, except upon mutual agreement between the MNA and the employer.

Addendum B Compensation

- A. Night Shift: A Nocturnal Differential of \$3.50 per hour shall be paid for any shift in which the majority of hours fall between the hours of midnight and 7:00a.m. In the event of the need for eight hour shifts, an evening shift differential will be paid at a rate of \$1.00 per hour.
- A. Weekend Shift: Weekends are defined as Friday night shift through Sunday day shift. Nurses shall receive a \$1.25 per hour differential for all hours worked during weekend shifts.
- B. Call Pay: Nurses on call shall receive \$3.50 per hour for all hours spent on call except those nurses, who, on the schedule, are designated to be on "20-minute call" and will receive \$5.50 per hour for all hours spent on "20-minute call". Nurses shall receive time and a half for all hours worked while on call. Nurses (excluding Surgery Nurses) shall work no more than 30 on-call shifts per contract year and no less than an average of two shifts per month unless by mutual consent. Surgery nurses shall equally share call shifts per month. Surgery nurses who are taking O.R. call cannot take call for the acute care unit at the same time.
- C. Charge Nurse: Nurses designated as Charge Nurse shall receive \$2.50 per hour for all hours worked as Charge Nurse. There shall be at least one Charge Nurse designated at all time.
- D. Certification Pay: The hospital will pay \$1.50 per hour for one national certification of the following. Nurses who qualify for this benefit must maintain the certification and provide evidence of successful re-certification to management. In coordination with management, nurses shall participate in four (4) educational in-services annually as related to their certification, and participate in one performance improvement project per year as related to their certification.

The certifications pre-approved are:

- OR – Certified Nurse Operating Rm via Association of Peri-Operative RNs;
- ED - Certified Emergency Nurse via Board of Certification for
Emergency Nursing;
- M/S – Medical Surgical Nursing via American Nurses Credentialing Center;
- LTC – Gerontological Nursing via American Nurses Credentialing Center

ICU – Critical Care Nursing via American Association of Critical Care Nurses
GI – Certified Gastroenterology Nursing (CGRN) via American Board
of Certification for Gastroenterology Nurses
Wound/Ostomy: Wound, Ostomy, and Continence via Wound Ostomy
and Continence Certification Board

- E. Nurse Coordinator: Effective the first month after ratification, nurses designated as Nurse Coordinators by management shall receive a differential of \$1.75 per hour for all hours worked. Nurse Coordinators shall be provided a job description listing job duties.
- F. Preceptor Pay: Nurses designated as Preceptor or assigned to precept will receive a differential of \$2.00 per hour for hours worked precepting new hires and mentoring student nurses. Preceptor nurses will be accountable to the preceptor responsibilities and requirements.
- G. Critical Shift Premium: Any nurse who works an unscheduled shift that management has designated as a critical shift will be paid a premium of \$10.00 per hour in addition to their base rate of pay and any applicable differentials and/or overtime pay. Critical shift shall be paid for all hours worked on that shift and shall be offered equally to all nurses on the unit and awarded on a first come/first served basis.
- H. Shift Extension: Any nurse who is required to shift extend for Patient Care Needs shall be paid a premium of \$5.00 per hour in addition to their base rate of pay for all hours worked past the end of their scheduled shift.
- I. Specialty Nurse Differential: Any nurse who is trained and competent to work in Surgery shall be paid a differential of \$2.50 for all hours worked in Surgery.
- J. ED Competency and ED Shift Differential: The Hospital and the Association agree that ED Competency is a job requirement for Acute Care RN's as stated in the job description. It is recognized that when hired, nurses may require up to a year to become fully competent in ED, depending on turnover, preceptor availability, etc. In recognition of the importance of the nurse assigned to cover ED on each shift, the Hospital will pay an ED shift differential of \$1.00 per hour to one nurse assigned to ED per shift.

K. Wage Determination:

Year 1: The base wage increase in the step scale for year 1 will be 8%. Effective 1/1/2024 each nurse shall be paid according to the 2024 wage scale and placement. Upon the anniversary date of hire, nurses shall step down to the next step on the wage step scale.

Year 2: The base wage increase in the step scale for year 2 will be 4%. Effective 1/1/2025 each nurse shall be paid according to the 2025 wage scale. Upon on the anniversary date of hire, nurses shall step down to the next step on the wage step scale.

Year 3: The base wage increase in the step scale for year 3 will be 3%. Effective 1/1/2026 each nurse shall be paid according to the 2026 wage scale. Upon the anniversary date of hire, nurses shall step down to the next step on the wage step scale.

	Year 1: 1/1/2024	Year 2: 1/1/2025	Year 3: 1/1/26
	8%	4%	3%
1	\$ 31.44	\$ 32.70	\$ 33.68
2	\$ 32.07	\$ 33.35	\$ 34.35
3	\$ 32.72	\$ 34.02	\$ 35.05
4	\$ 33.36	\$ 34.70	\$ 35.74
5	\$ 34.02	\$ 35.38	\$ 36.44
6	\$ 34.71	\$ 36.10	\$ 37.18
7	\$ 35.39	\$ 36.81	\$ 37.91
8	\$ 36.11	\$ 37.55	\$ 38.68
9	\$ 36.84	\$ 38.31	\$ 39.46
10	\$ 37.57	\$ 39.08	\$ 40.25
11	\$ 38.32	\$ 39.86	\$ 41.05
12	\$ 39.08	\$ 40.64	\$ 41.86
13	\$ 39.87	\$ 41.47	\$ 42.71
14	\$ 40.67	\$ 42.30	\$ 43.57
15	\$ 41.49	\$ 43.15	\$ 44.44
16	\$ 42.30	\$ 44.00	\$ 45.32
17	\$ 43.16	\$ 44.89	\$ 46.23
18	\$ 44.02	\$ 45.78	\$ 47.15
19	\$ 44.90	\$ 46.69	\$ 48.09
20	\$ 45.79	\$ 47.62	\$ 49.05
21	\$ 46.72	\$ 48.58	\$ 50.04
22	\$ 47.64	\$ 49.55	\$ 51.03
23	\$ 48.60	\$ 50.55	\$ 52.06
24	\$ 49.56	\$ 51.54	\$ 53.09
25	\$ 50.57	\$ 52.59	\$ 54.17
26	\$ 51.58	\$ 53.65	\$ 55.25
27	\$ 52.60	\$ 54.71	\$ 56.35
28	\$ 53.65	\$ 55.80	\$ 57.47
29	\$ 54.72	\$ 56.91	\$ 58.62
30	\$ 55.82	\$ 58.05	\$ 59.79

- L. New Hire Placement: Registered nurses hired after ratification shall be placed on the wage step scale based on past experience. Experience is recognized for determining the entry level base wage of a newly hired Registered Nurse up to a maximum of twenty-five (25) credited years as follows:
1. Prior applicable acute care Registered Nurse experience, within the last two (2) years receives 100% credit of years' experience. A deduction of two (2) years will be made to the total credited years for Registered Nurses

with prior experience working in non-acute care areas or whose acute care experience is not within the last two (2) years.

2. Prior Registered Nurse experience at Clark Fork Valley Hospital equals 100% of years of experience.
3. Clark Fork Valley Hospital employees who have worked in the Hospital as either an LPN or CNA will have the following formula for placement used in determining their placement on the wage step scale herein.
 - a. Twenty five (25%) percent credit will be given for all months worked as a CNA up to a maximum of one (1) full year of credit toward placement on the wage step scale.
 - b. Seventy five (75%) percent credit will be given for all months worked as an LPN up to a maximum of five (5) full years of credit toward placement on the wage step scale
 - c. Maximum non-nursing related credited experience (Example: EMT) is five (5) years for placement on the wage step scale
4. In calculating a new hire's position based on the above criterion the Hospital may not place a new hire at a higher wage step level than a presently employed nurse with the same credited experience level.

M. Relief/PRN Requirements and Compensation: Relief/PRNs who are currently working half-time or more in another acute care setting are required to work a combination of two shifts and/or on-call shifts per month. All other Relief/PRNs must work a minimum combination of three shifts/on-call shifts per month to maintain his/her status as a Relief/PRN. Relief/PRN nurses shall be compensated at \$1.50 per hour premium for hours worked in addition to other eligible wages as provided above.

Addendum C Workplace Violence and Prevention

The hospital shall place signs in public and patient areas throughout the Hospital stating "We value the safety of our employees and patients. Violence and threats of violence will not be tolerated. Acts of violence will be reported to authorities."

The hospital shall develop a Workplace Violence Safety and Prevention Program, including employee training, which shall be implemented by June 1, 2018. The program will be presented at PCC prior to implementation by May 1, 2018.

Violence in the workplace is a form of serious misconduct.

In the event that a nurse is injured in an act of violence or witnesses an act of violence, a debrief will be conducted to determine the nurse's immediate needs for the duration of their shift. Additionally, the manager or designee will conduct a private meeting in a timely manner to assess the needs of the nurse and to provide information regarding available services. The employer will make every attempt to make necessary scheduling accommodations, if needed, so the nurse may attend counselling sessions through the Employee Assistance Program or other programs offered for the employee.

No nurse will be subject to retaliatory action of any kind because they report violent conduct, participate in an investigation regarding violent conduct, or seek assistance from local emergency services or law enforcement when a violent incident occurs. All reports of violent conduct will be taken seriously and will be thoroughly investigated, and all complaints reported to management will be treated with as much confidentiality as possible.

Addendum D Hostile Work Environment

Section 24.1:

The Hospital and Association agree harassment, sexual harassment, or abusive treatment of any employee or the Hospital, by anyone on any basis is prohibited and will not be tolerated. This includes, but is not limited to, conduct or behavior that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, bullying, or offensive work environment.

Section 24.2:

Any RN who is subject to or witnesses any act of harassment must report such conduct. Any act of retaliation against an employee who reports, participates in an investigation, or is otherwise involved in such an inquiry is strictly forbidden.

Montana Nurses Association



A Union of Professionals

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