

AGREEMENT

BETWEEN

**MONTANA NURSE'S ASSOCIATION
LOCAL UNIT #13**

AND

ST. PETER'S SYSTEM

JUNE 1, 2024----MAY 31, 2027

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AGREEMENT

THIS AGREEMENT entered into this 1st day of June 1, 2024, by and between ST. PETER'S HEALTH, a Montana not-for-profit corporation, of Helena, Montana, hereinafter referred to as "System", and the MONTANA NURSES ASSOCIATION, ST. PETER'S HEALTH LOCAL UNIT 13, hereinafter referred to as the "Association".

ARTICLE 1 – INTENT AND PURPOSE

The purposes of this Agreement are:

- 1.1 To promote good systematic labor-management relations between the employer and employees.
- 1.2 To promote a safe working environment.
- 1.3 To promote the highest degree of employee morale.
- 1.4 To promote implementation of programs designed to aid employees and the System in achieving mutually acknowledged and recognized objectives (e.g. orientation, floating, design of patient care and training programs).
- 1.5 To address immediately the differences arising between the Association and the System related to matters covered by this labor/management agreement; and
- 1.6 To establish standards or wages, hours and working conditions for Nurses.
- 1.7 Nothing in this agreement shall preclude any RN at the System from bringing a personal concern to the attention of the appropriate member of administration, without fear of penalty or reprisal, and setting such matters to the Nurse's satisfaction provided there is no conflict with the terms of this agreement.
- 1.8 All members of the bargaining unit hereinafter will be referred to as "Registered Nurse(s)" or "Employees".

ARTICLE 2 – RECOGNITION AND NONDISCRIMINATION

- 2.1 The System recognizes the Association as the exclusive collective bargaining representative with respect to rates of pay, hours of employment and other working conditions for all Registered Nurses employed within the System located in Helena, Montana with the exception of those excluded noted below.

Excluded: Vice Presidents; Directors/Supervisors; Acute Care Nurse Educators, Infection Control Professional, Acute Care Nurse Navigator(s), Skin Resource Nurse, Wound Care Ostomy, Case Manager(s); Ambulatory non-professional employees, and supervisors as defined by the Act. It shall be a condition of continued employment with the System that Registered Nurses covered by this Agreement shall become and remain members of the Association in good standing to the extent of paying the uniform Association membership dues or a representation fee by the ninetieth (90th) calendar day of their employment. All Nurses employed by the System who are members of the Association by December 1, 1985, must continue their membership Per Diem Registered Nurses are covered under Article 8.

- 2.2 An Association representative(s) will be provided a designated room at SPH during New Employee Orientation to share membership information to nurses after their new hire orientation (NEO). Administration will provide all new nurses with an invitation from MNA Local #13 during NEO to provide information about the Local #13 orientation. The Local Unit may use the System's mail, email, or locker for delivery of Agreements and notices. The System will ensure that each new hire has received a copy of the current job description. The System shall supply a complete list of all registered Nurses in the bargaining unit at least monthly to the Association and Local unit designee, such list to include the name, complete mailing address, phone number, unit, newly hired and terminated nurses, employee status, and the date of employment. The System shall supply lists electronically in the form of an Excel spreadsheet.
- 2.3 The Employer will deduct membership dues from the salary of each Registered Nurse who voluntarily agrees to such deduction (dues covering membership in MNA, ANA, and local unit). Authorization once filed shall be irrevocable for a period of one (1) year from the date of the signature and such authorization shall be automatically renewed for successive period of one (1) year, unless written notice of the revocation is given by the Registered Nurse to the System and MNA. Withheld amounts shall be forwarded to the Association office in Helena on a bi-weekly basis following the actual withholding, together with a record of the amount and names of those for whom deductions have been made.
- 2.4 Any Registered Nurse covered by this Agreement hired after December 1, 1985, who can document a sincere religious belief in a religion which historically has held objection to any participation either financial or by membership in a professional association or labor organization will be held in compliance with this Article provided the Registered Nurse indicated in writing to the Association such objection within ninety (90) days of hire. Such Registered Nurse will be requested to present proof of having contributed an amount equivalent to annual dues, initiation or service fees to any non-religious organization of the Registered Nurse's choice.
- 2.6 Any Registered Nurse who fails to comply with the foregoing provisions shall be discharged by the System no later than thirty (30) days after receipt of a written request for such discharge from the Association. Provided, however, if the affected Registered Nurse complies with the provisions of this Article prior to actual discharge, the Registered Nurse may continue in employment. All Registered Nurses will have an education completed by an Association representative (as outlined in section 2.3) prior to termination.
- 2.7 In the event of any discharge pursuant to the terms of this Article, the Association hereby agrees to indemnify and save the System harmless from any loss as a result of such discharge.
- 2.8 The System and the Association each agree that they will not discriminate against any Registered Nurse applicant or Registered Nurse employee because of race, creed, color, religion, national origin, sex, marital status, disabled status, age, membership, non-membership or protected activity on behalf of the Association, or in violation of any applicable law. Any claims of discrimination contained herein, or those that arise from situations not specifically covered by this section may be grieved by the Registered Nurse or the Registered Nurse may seek remedy under federal, state and local law. Individual claims of unlawful discrimination are not subject to the provision of Article 20 - Grievance and Arbitration, of the Agreement and may not be processed and pursued by the Association or by an individual employee, pursuant to Article 20. Nothing in this provision prevents an employee, the Employer, or the Association from filing or contesting a claim of discrimination in an appropriate forum.
- 2.9 St. Peter's Health strongly believes that all employees have a right to work in an environment free of discrimination, bullying and harassment. We are committed to maintaining a harassment-free workplace and will not tolerate harassment of System employees by anyone

including supervisors, managers, co-workers, vendors, contractors, patients, clients, physicians, etc.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The Association recognizes the, exclusive and unqualified right of St. Peter’s Health to operate and manage the Organization in its sole discretion, except as limited by the specific provisions of this Agreement, including but not limited to the right to determine the quality and quantity of patient care; to manage the business; to schedule operations, shifts and hours of work; to hire, evaluate, promote, demote, suspend, transfer, layoff, recall and discharge Registered Nurses; to discipline Registered Nurses; to relieve Registered Nurses from duty because of lack of work or other proper reasons; to assign, direct, designate and schedule duties, including overtime work; to determine appropriate staffing levels, including whether to fill vacant positions; to determine job classifications and specifications; to select the tools, equipment, and materials to be used in the operation of the business; to control all employer property; to make technological improvements and install or remove equipment, including labor-saving devices, machines, equipment or programs, regardless of whether or not such action causes: (a) a reduction in the number of employees, (b) a transfer of employees, or (c) the elimination of bargaining unit titles or jobs of the assignment of additional or different duties; to select supervisory personnel and control their conditions of employment; to plan control, direct form, discontinue, consolidate, or reorganize any department; to establish and require observance of St. Peter’s Health’s policies, rules and regulations, including those that relate to the operation of the business and permissible conduct of employees; to maintain efficiency of Registered Nurses; to control and regulate the use of facilities; and to designate work to be subcontracted and select subcontractors; provided such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The foregoing shall not be deemed to exclude other functions. The right to manage all aspects of St. Peter’s Health’s operations shall be made in the Organization through its Management and shall not be impaired in any way as long as the exercise of these rights will not be in conflict with the provisions of this Agreement. The above-mentioned rights are not all-inclusive, but merely indicate the types of rights that are reserved to management. It is understood that the rights, and authority held by St. Peter’s Health prior to the signing of this Agreement, whether exercised or not, are retained by and remain exclusively with St. Peter’s Health, except as specifically limited or modified by the express provisions of this Agreement.
- 3.2 St. Peter’s also shall have the sole and exclusive right to close part or all of any facility covered by this Agreement, and to sell, relocate, transfer work from, or in any other manner dispose of or alter such facility and the work performed therein. Any and all actions defined in this section (3.2) require a minimum thirty (30) day notice to MNA prior to implementation and must follow all applicable state and federal laws.
- 3.3 Policies that significantly change, augment, explain, or implement working conditions specifically covered by the terms of the Agreement shall be reviewed by the Professional Conference Committee before being posted ten (10) calendar days in advance of implementation, provided such policies shall not be inconsistent with the terms of this Agreement.
- 3.4 Pursuant to the provisions of the Americans with Disabilities Act (ADA), St. Peter’s Health retains the right to engage in the interactive process, including to directly discuss with employees reasonable accommodations to permit employees to perform the essential functions of their jobs. Such management rights shall include, but not be limited to, job restructuring, job assignment, reassignment, modified work schedules, and use of adaptive equipment devices. Further, St. Peter’s Health retains the right to take all necessary steps to comply fully with the terms of the

Americans with Disabilities Act, provided, however, the Association retains the right to contest any action taken by St. Peter's Health to comply with the ADA pursuant to the grievance and arbitration provision of the Agreement that it believes is in violation of the Agreement.

ARTICLE 4 - PROFESSIONAL RIGHTS AND RESPONSIBILITIES

- 4.1 It is the Registered Nurse's responsibility to provide the nursing care in compliance with the Montana Nurse Practice Act and the ANA Code for Registered Nurses.
- 4.2 If a Registered Nurse feels they are not qualified to temporarily transfer to a work area where the Registered Nurse has sole responsibility, and is required to transfer, the Registered Nurse shall document the event with a copy to the Department Director and one to the Professional Conference Committee using the MNA-supplied Assignment Despite Objection (ADO) form.
- 4.3 The Association will encourage attendance of bargaining unit members at nursing department and shift meetings, orientation, in-service and other meetings appropriate to the Registered Nurse's Professional role.
- 4.4 By advance notice, an authorized representative of the Association shall be permitted to enter the System for the purpose of transaction of Association business. Upon arrival, the representative shall notify the appropriate Vice President or Senior Director of People Services of the intent to transact and shall advise as to which department shall be visited. Such visits shall not interfere with a Registered Nurse's performance at work.

ARTICLE 5 – PROTECTION FROM VIOLENCE

- 5.1 Workplace Violence - The Employer and Association agree to continue to keep a Workplace Violence Program in place (WVP) and update as needed. The employer shares in the responsibility to have all violent events reported to police promptly and follow any and all mandatory reporting statutes and laws. In the event that an Employee is injured in an act of violence or witnesses an employee injured in an act of violence, the employer will conduct a private meeting to offer support that is available economically, professionally, and emotionally. The Employer will ensure necessary accommodations, if needed, so the Employee may attend up to eight (8) counseling sessions through the Employee Assistance Program at no cost to the employee and on paid time with no loss of regularly scheduled wage differentials or premium pay.
- 5.2 If a nurse is injured in the line of duty by an act of workplace violence, the Employer will pay the full cost of the employee-only health insurance coverage for up to one (1) year from the date of the injury in the event the employee is unable to return to work at full capacity. This coverage will be provided at no cost to the nurse.

ARTICLE 6 – COMPLETENESS OF AGREEMENT/SEVERABILITY

- 6.1 This Agreement constitutes the entire agreement between the Association and the System, and no alteration, understanding, variation, waiver, change or modification of any terms or conditions of this Agreement shall be applicable unless agreed to in writing by the System and the Association. During the term of this Agreement, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so under existing law or by the express terms of this Agreement, unless by mutual agreement of the parties.

- 6.2 The terms are intended to cover only minimum wages, hours, working conditions and other employee benefits. The System may place superior wages, hours and working conditions in effect and may reduce the same to the minimums herein prescribed without the consent of the Association. Any placement of superior wages, hours and working conditions shall be applied uniformly to all bargaining unit members; any reduction to the minimums prescribed shall be applied uniformly to all bargaining unit members.
- 6.3 The Association agrees the System is not obligated to continue past practices which were in effect prior to the signing of this Agreement. However, the System will provide the Association notice and allow constructive input prior to the implementation of changes.
- 6.4 Every clause of the Agreement shall be deemed severable from every other clause of this Agreement; in the event any clause or clauses shall be finally determined to be in violation by judgment or decree of any court of competent jurisdiction, then any such clause or clauses, only to the extent that they may be in violation, shall be deemed unenforceable without impairing the validity and enforceability of the rest of this Agreement.

ARTICLE 7 – NO STRIKE – NO LOCKOUT

- 7.1 There shall be no strike, sympathy strike, lockouts, or other stoppages or interruptions of work during the life of this Agreement. All disputes arising out of the Agreement shall be settled by the grievance and arbitration procedures outlined by this Agreement. In case of violation of this clause, the parties shall have all legal remedies available to them. Any violation of this provision by a Registered Nurse may be made the subject of disciplinary action, including discharge. In the event there is a work stoppage or slowdown in violation of the Association and the System, its officers, directors, representatives and agents agree that they will immediately take and continue to take all reasonable steps to restore full operation, including going back to work.

ARTICLE 8– EMPLOYEE DEFINITIONS

- 8.1 Probationary Registered Nurse: For the first six (6) consecutive months of employment all Registered Nurses will be considered probationary. During this period the Registered Nurse may resign their position, or the System may terminate the Registered Nurse without further obligation. During the probationary period the Registered Nurse may be terminated without recourse to the grievance procedure. This is a trial period for both the Registered Nurse and the System to determine suitability and interest in the work and to provide the opportunity for adjustment. The System may extend the probationary period for three (3) additional months no more than two times (2x) and will notify the Union of each extension. No Nurse's probationary period shall be longer than 12 months from date of hire. Upon completion of the probationary period, the Registered Nurse's anniversary date shall relate back to the beginning date of employment for the accrual of seniority. If the System determines the Registered Nurse has not successfully completed the extension of the probationary period, the Registered Nurse may be terminated under the Probationary Period guidelines.
- 8.2 A Registered Nurse's full-time equivalent status: (FTE) is determined by the position offered at time of employment or transfer or other mutual agreement between the System and the Registered Nurse. A Registered Nurse must regularly be available to be scheduled for work the number of hours that are designated by the Registered Nurse's FTE status as described in Article

9 of this contract. The System in its sole judgment determines the FTE Assignment of all posted positions.

Hours Scheduled:

Status	FTE	Acute Care hours per pay period	Ambulatory Care hours per 7-day work week
Regular Full-Time	1.0	80	40
Regular Full-Time	0.9	72	36
Regular Full-Time	0.8	64	32
Regular Full-Time	0.75	60	30
Regular Part-Time	0.7	56	28
Regular Part-Time	0.6	48	24
Regular Part-Time	0.5	40	20
Regular Part-Time	0.45	36	18
Regular Part-Time	0.4	32	16
Part-Time Partial	0.3	24	12
Part-Time Partial	0.2	16	8
Part-Time Partial	0.15	12	6

- 8.3 If a Per diem RN works an FTE equivalent schedule: in a specific department greater than 6 months, they may request an assessment of potential FTE position if no FTE is currently posted in that department
- 8.4 Regular Full-Time Registered Nurses: shall receive all benefits covered by all sections of this Agreement.
- 8.5 Regular Part-Time Registered Nurses: shall receive all benefits for part-time Registered Nurses covered by this Agreement.
- 8.6 Part-Time Partial Benefit Registered Nurses: shall receive base wage per Schedule A, prior experience recognition, appropriate shift differentials, on-call pay, time and one-half (1-1/2) for holidays, personal leave, any applicable overtime and seniority. Part-time partial benefit Registered Nurses shall be covered by all other sections of this Agreement except additional economic fringe benefit.
- 8.7 Per Diem: All per diem Registered Nurses, including Ambulatory, will be under the direction of the department specific Director. A per diem Registered Nurse receives base wage per Schedule A, prior experience recognition, appropriate shift differentials, on-call pay, time and one-half (1-1/2) for holidays and overtime for hours worked in excess of forty (40) per work week and accrue seniority based on hours worked.
 For Acute Care departments, at time of hire, eligible RN will have a minimum of one (1) year, full-time, current (within 6 months) acute nursing care experience or equivalent. In cases of low census, a Per Diem Registered Nurse will not automatically be called off first. The low census list and low census reduction algorithm will be consulted. If there are no volunteers and a nurse is not needed elsewhere in the house, as appropriate, the Per Diem nurse will be called off before a mandatory low census day is given to a regularly FTE scheduled nurse. All per diem Registered Nurses will receive a salary differential of 10% of the Registered Nurse’s base wage rate for each hour worked as a per diem Registered Nurse. Per diem Registered Nurses shall be covered by

other applicable sections of this Agreement including association membership. RNs with an FTE in a specific department, who are willing to pick up additional hours, are not considered per diem Registered Nurses.

- 8.8 Per Diem scheduling: Per Diem Registered Nurses are required to submit a calendar of availability to the department specific Director two (2) weeks in advance of the schedule being posted to supplement work schedules but will not be guaranteed hours worked. Formal orientation of per diem will be provided. Per diem Registered Nurses must maintain the same departmental competencies in their area(s) of work.

Minimum Per Diem Scheduling requirements include:

- a. Based on notification of an MNA vote of unit-specific RNs once per contract term, either:
 1. Three scheduled shifts per six (6) week schedule, including two shifts in the same weekend not necessarily consecutive based on the cut-off dates of the scheduling period, which is defined as a Saturday and Sunday for day shift, or Friday and Saturday for night shift.
 2. Three scheduled shifts per six (6) week schedule, including two weekend shifts not necessarily consecutive, which is defined as Saturday and Sunday for day shift, or Friday and Saturday for night shift.
- b. Per Diem Registered Nurses are scheduled for two major holidays per year. A Registered Nurse who worked the same holiday the previous year will have priority having the holiday off.
- c. Failure to comply with per diem requirements will result in termination from the per diem status.

Per Diem RNs are not eligible for incentive pay shifts unless they met their per diem requirements for the previous 6-week schedule.

- 8.11 Nothing contained in this Article shall prevent the increase or decrease in the scheduled number of shifts, temporarily or permanently, provided there is a mutual agreement between the System and the affected Registered Nurse.
- 8.12 FTE status is for purposes of scheduling and is not a guarantee of hours to be worked or actually worked.
- 8.13 Agency and per diem, and Resource Registered Nurses shall not displace any Registered Nurse who holds an FTE position on their regularly scheduled shift and/or unit for which the Registered Nurse is qualified to work. An Agency Registered Nurse will not displace an Association Registered Nurse scheduled for a regularly scheduled shift in an excused leave assignment due to low census. The System retains the right to use the Agency Registered Nurse as supplementary staff during low census shift. The System will attempt to complete work schedules utilizing Association Registered Nurses prior to hiring agency.
- 8.14 Dual Bids: An employee may apply for and hold positions in up to two (2) departments where they are regularly and normally scheduled to work, whose combined FTE is equal to or less than 1.0 FTE. Weekend, holiday, and call requirements shall be fulfilled for both FTEs unless mutually agreed upon with departmental management. RNs currently holding dual bids prior to June 1, 2024, shall maintain current work requirements and agreements unless changes are mutually agreed upon.

- 8.15 **Resource Access:** An RN who holds an FTE in one department but is trained and can maintain departmental competency, in another department may be assigned a secondary job code for access used as a resource RN in the event that there is a need if no other department nurse is able. All currently functioning resource RNs shall continue to function at current practice prior to June 1, 2024.
- Resource Access Guidelines: Any RN who has worked a minimum of 3 years of relevant experience in a specific department may pick up shifts in that department with leadership approval from both departments and function as a resource nurse provided, they require minimal orientation. RNs currently in corrective action and who do not remain in good standing in the department are not eligible. A Resource RN shall not displace any departmental RN and will be low censused first should the need arise.
- Nurses who work as a resource are not considered intradepartmental.
- 8.16 The System and the Association agree that a registered nurse may hold split-bid positions (a union and non-union position) as long as neither position requires supervision, as defined by the NLRB, of a union registered nurse.
- RNs may hold a secondary bid in a non-union position provided that all union position requirements are met. RNs shall not accrue seniority hours when working in non-bargaining unit positions.
- 8.17 The Forensic Nurse Program is a voluntary program with mandatory call requirements with an obligation of 48 hours a month. Mandatory call requirements may be less as determined by the number of program volunteers. By mutual agreement, nurses may choose to commit to additional call shifts. Once a nurse is scheduled for a call shift, the nurse is accountable for that shift. SANE nurses will be compensated at a rate of \$3.50/hr. for all hours on-call. NURSEs will receive a \$400.00 stipend when called in to perform an examination. During orientation, the orientee's stipend when called in is \$200.00. The preceptor's stipend will remain at \$400.00. Nurses required to testify in court on behalf of the Hospital will receive their regular rate of pay for the time testifying in court.

ARTICLE 9 – HOURS OF WORK

- 9.1 This Article is intended to define the normally scheduled hours of work and does not constitute a guaranteed workday or workweek.
- 9.2 The normal work period is a regularly recurring period of fourteen (14) days which fall consecutively. Upon authorization by the Registered Nurse, the System shall direct deposit the Registered Nurse's pay in an account in a financial institution of the Registered Nurse's choice bi-weekly.
- 9.3 Alternate start-up times may be implemented as long as there is mutual agreement between the System and affected Registered Nurse(s), except in cases of limited emergency situations. Management will provide at least a 60-calendar day notification to the affected Registered Nurse(s) prior to change, except in cases of limited emergency situations and Management agrees to attempt to reach a mutual agreement prior to implementation. This 60-day notification includes notification required by 13.5.
- 9.4 A workday is a regular recurring period of twenty-four (24) continuous hours commencing on the first day of a work week.
- a) Each Registered Nurse will be designated as one of the shift lengths below

- b) The System may establish alternative shift schedules with mutual agreement between the affected nurse and their Director.

Break periods/ PL Use Table

Shift	Unpaid Meal Break	Paid Break	PL/EI Use
12.5 hours	30min	Three 15min	12 hours according to regular shift length or to reach current FTE
8.5 9.5 10.5 11.5 hour	30min	Two 15min	8-11 hours according to regular shift length or to reach current FTE
6.5 hour	30min	None	6 hours or to reach current FTE
4 hour	0	One 15min	4 hours or to reach current FTE

If a break is unfeasible due to extenuating circumstance and the Registered Nurse does not receive an unpaid, uninterrupted thirty (30) minute meal break relieved of nursing responsibilities, the Registered Nurse will be compensated for the half hour as time worked with approval of the Charge Nurse and/or department leadership. No additional pay will be given for missed breaks, since this time is already considered time worked. If a nurse was provided an opportunity in a reasonable timeframe within the shift to take a 30-minute break and chooses to not take the break, approval, as defined above, will not be given.

Personal Leave & Extended Illness.

1. Personal Leave. Registered Nurses will use personal leave for holidays, sick time, low census, and vacations to reach their current FTE (See Article 12 on ELP and ELU for more information on low census). Registered Nurses working alternative schedules shall accrue personal leave at same hourly rate as regular shift Registered Nurses. For RNs who work in departments that are closed on holidays those nurses shall have the option to take all holidays unpaid. For other departments who are closed on weekdays other than the holidays defined in 22.5 an RN may request and be provided an opportunity to work based on system needs and receive pay for those hours.
2. A Registered Nurse who works twelve (12) hour shifts may use extended illness hours after the Registered Nurse is absent from performance of normal work duties for a period of three (3) consecutive days due to an illness or injury and is on an approved medical leave through Employee Health. A Registered Nurse who works ten (10) hour shifts may use extended illness hours after the Registered Nurse is absent from performing normal work duties for a period of four (4) consecutive shifts due to illness or injury and is on an approved medical leave through Employee Health. A Registered Nurse who works eight (8) hour shifts may use extended illness hour after the Registered Nurse is absent from performing normal work duties for a period of five (5) consecutive shifts due to illness or injury and is on an approved medical leave through Employee Health.

3. Sick leave, excused and unexcused absences, shall follow current System policy as covered in the Employee Illness Policy and the Attendance Policy, and the Personal Leave & Extended Illness Policy, except where the policy differs from this Agreement. In the interest of health privacy, nurses calling off sick will indicate whether or not the illness is a communicable disease/viral syndrome. No further health information should be requested or provided. Sick leave call-offs are for the length of time of the entire shift or on-call status if the nurses shift is immediately followed by being on-call.
 - A. Consecutive Workdays. Registered Nurses scheduled to work three (3) twelve-hour shifts in a seventy-two (72) hour period shall have a minimum of forty-eight (48) consecutive hours off, unless mutually agreed otherwise.
 - B. Switching of Schedules. A Registered Nurse may switch schedules with other Registered Nurses with equal qualifications and competency with the prior approval of the Registered Nurse's supervisor who schedules that area. Switching shall not result in overtime if it is for the convenience of the Registered Nurse(s) involved.
- 9.5 Registered Nurses shall be compensated at their regular rate of pay for all time spent in meetings requested by the System. Registered Nurses who attend required meetings only shall be compensated for one (1) hour or the actual time spent in the meeting, whichever is greater.
- 9.6 A Registered Nurse who is called for jury duty service shall be excused from work for the period for which the Registered Nurse serves and shall be paid the regular rate of pay based on scheduled hours missed due to jury duty. Such hours shall not count towards overtime. In order to be eligible for such payments, the Registered Nurse must furnish a written statement from the appropriate public official to the Registered Nurse's supervisor as soon as possible showing the date and time served. Any Registered Nurse called for jury duty who is temporarily excused from attendance at court must notify the Department Manager to determine whether or not to report for work. However, under no circumstances, unless by mutual agreement between the System and Registered Nurse, should the total combined hours of jury duty and hours worked exceed the hours of the Registered Nurse's regular shift.
- 9.7 Registered Nurses who are required to testify in court on System-related business shall receive their regular rate of pay for all time they are required to be away from assigned work by giving of such testimony. This time shall be counted as hours worked in computing overtime pay. Provided, however, Registered Nurses who appear as a witness for a party adverse to the System in any proceedings shall not receive pay for the time spent testifying, nor shall the time be counted as time worked.

ARTICLE 10 – OVERTIME

- 10.1 **Acute Care:** A Registered Nurse shall be compensated at one and one-half (1-1/2) times the regular straight time hourly rate of pay including differentials provided in this Agreement as follows:
 - b. For a Registered Nurse whose normal workday consists of eight (8) hours, hours worked in excess of eight (8) hours per day or in excess of eighty (80) hours in a two (2) week pay period
 - c. For a Registered Nurse whose normal work day consists of nine (9) hours, hours worked in excess of nine (9) hours in a work day.
 - d. For a Registered Nurse whose normal work day consists of ten (10) hours, hours worked in excess of ten (10) hours in a work day.

- e. For a Registered Nurse whose normal work day consists of eleven (11) hours, hours worked in excess of eleven (11) hours in a work day.
- f. For a Registered Nurse whose normal work day consists of twelve (12) hours, hours worked in excess of twelve (12) hours in a work day.
- g. For all four (4), six (6), ten (10) and twelve (12) hour shift Registered Nurses, hours worked in excess of forty (40) hours in a work week.

Ambulatory Care: Overtime will be paid at 1.5 times the regular rate for all hours worked in excess of forty (40) hours per week, as required by applicable law. Overtime may not be compounded or pyramided. Exempt employees are not eligible for overtime. Overtime must be pre-authorized and/or approved by the team members' department leadership. Similarly, time worked over a team member's FTE but not over 40 hours worked in the seven (7) day work week must also be approved as it impacts the departmental budget.

10.2 If overtime is necessary to maintain the level of patient care, the System will first ask for volunteers to work overtime. The System promotes safe and effective nursing practice in the interest of protecting public health and welfare. The System recognizes the professional responsibilities of Registered Nurses to accept or decline overtime assignments based on their self-assessment of their ability to provide safe care. In the event a Registered Nurse feels physically or mentally unable to provide appropriate care, including unable to provide appropriate care with the assistance of others, the Registered Nurse will review this assessment with the Registered Nurse's supervisor for the purpose of problem-solving. However, no Registered Nurse will be required to work overtime except in emergency or disaster situations. Overtime will not be compounded or pyramided. For all hours worked during the on-call period appropriate differentials shall be in effect for the hours actually worked.

ARTICLE 11 – SCHEDULING AND TIME AND ATTENDANCE

- 11.1 Schedules shall be posted as a four (4) to six (6) week period, two (2) weeks in advance of the first workday scheduled. A Registered Nurse requesting time-off must submit a request in writing to the immediate supervisor at least one (1) week before the schedule is posted. Registered Nurses will be scheduled four (4) holidays per year, or less if department allows with each department maintaining core staffing during holidays. Registered Nurses may request specific holidays off. Requests will be honored as staffing permits. A Registered Nurse who worked the same holiday the previous year shall have priority of having that holiday off. The System may honor requests for holidays off in other manners if mutually agreed upon by the Registered Nurses in the affected departments.
- 11.2 Registered Nurses shall receive a weekend differential of \$1.75 per hour for all defined weekend hours worked. Weekend hours are defined as beginning at-1800 Friday and ending at 1900 on Sunday. Required weekends are not to be split unless mutually agreed by the affected Registered Nurse and the System.
- 11.3 Registered Nurses shall not be scheduled more than two (2) weekends out of six (6) per six (6) week schedule unless mutually agreed by the affected Registered Nurse and the System. Departments that do not have regular operating hours during the weekend may require on-call weekend coverage.
- 11.4 The System may provide other scheduling arrangements than those set forth above including, but not limited to additional weekend shift, rotating shift or split shifts, if mutually agreed upon by the Registered Nurse(s) affected. Once a six (6) week schedule has been posted, changes shall not be made by the Department Manager or Supervisor without

the consent of the Registered Nurse affected.11.5

- 11.5 **Plus Shift Guidelines: (**Please see Scheduling Algorithm in Appendix A**)** The purpose of these guidelines is to promote good stewardship and fair practices, with a mature approach toward maintaining cooperation among team members. Critical thinking will be applied in each situation. These guidelines, even though not explicit in minute detail, are intended to be interpreted, accepted, and applied in the spirit of good stewardship.

Plus Shift- a shift above the RN’s current FTE. Paid at RN’s current base rate of pay, plus applicable differentials, unless overtime results. A plus shift will be scheduled prior to the schedule being posted.

Needs Shift- a shift needed in a unit with below core staffing levels. Paid at 1.5x RN current base rate of pay, plus applicable differentials.

Incentive shift- a shift identified by management that is over and above plus and/or needs shifts. Incentives offered shall be determined and offered prior to accepting the shift.

Rules pertaining to all needs and incentive shifts:

- Needs shift: One (1) week before the schedule is finalized, any remaining shifts are opened as “needs shifts”. Nurses can place their names on the shifts they are willing to work and multiple may sign up for the same shift. Prior to schedule being posted, the manager will review “need shifts” and attempt to evenly divide shifts among all the nurses who signed up.
- All Incentive shifts will be posted and offered on a first come, first served basis.
- If RN calls-off for a regularly scheduled shift in the same pay period that contains an agreed upon Needs or incentive shift, the Needs or incentive shift shall be paid at straight-time until the RN reaches overtime.
- Floating requirements and low census shall follow the same process as defined in the Floating and Low Census Algorithm requirements defined in the contract. Under special circumstances, skill mix may take precedence over float rotation.

- 11.6 All Registered Nurses are responsible for recording hours worked using the System’s designated time and attendance system. Falsification of time and attendance records will be grounds for corrective action up to termination.
- 11.7 If a paycheck error occurs, the Registered Nurse must notify the Supervisor as soon as possible. The Supervisor shall initiate a payroll correction if necessary. No change shall be made in the Registered Nurse’s time and attendance records without consulting the Registered Nurse about the changes, except in situations where the affected Registered Nurse is unavailable for consultation. Registered Nurses are required to sign off approval of their hours on the Kronos page before it is submitted to their Director. If the timecard is not approved by the Registered Nurse, then a check for the correct amount will not be cut in three (3) calendar days but rather paid out on the next regular paycheck.

ARTICLE 12 – LOW CENSUS DAYS

- 12.1 Due to fluctuating patient census, it may become necessary to reduce staff on a day-to-day basis, while at the same time keeping an adequate number of Registered Nurses (full-time and part-time) available with the qualifications necessary to accommodate the patients in the System. Low

census reduction shall be instituted in the following order: Skill mix, Agency Overtime, Plus shifts /Needs Shift/Critical Shift Registered Nurses**, requests/volunteers, Per Diem Registered Nurses, all other Registered Nurses as determined by rotation within the Nursing Departments. **For Overtime Plus shifts /Needs Shift/Critical Shifts nurses only, they can remain at work over a request/volunteer, they agree to be compensated at their straight time hourly rate of pay until they reach overtime hours as defined in this Agreement. Rotation is based on the date of EL/low census and logged in each individual department.

(Please see Low Census Algorithm in Appendix B**)**

It is the responsibility of the Registered Nurses within those departments to make sure their dates are correct and logged in appropriately.

Excused Leave Paid (ELP) and Excused Leave Unpaid (ELU) should be used in the case of low census to bring the employee's paid hours up to, but not exceeding, the hours appropriate to their current FTE status.

- 12.2 Low census days shall be considered either paid or unpaid excused time off at the Registered Nurse's discretion. The Registered Nurse is accountable for requesting unpaid time and must communicate the request to the department Director for approval. If not specified, the time will be entered by the Department Director as Paid Leave. If a Registered Nurse is called off for low census days, the Registered Nurse will continue to accrue all paid benefits for the days off.
- 12.3 The System will attempt to give Registered Nurses at least one (1) hour notice not to report to work as scheduled. Registered Nurses will attempt to give the System at least two (2) hours' notice when not able to report to work. Registered Nurses reporting at their regularly scheduled time and who then are asked to go home upon arrival due to low census shall receive one (1) hour of pay or actual hours worked whichever is greater.
- 12.4 Registered Nurses assigned a low census day may be placed on-call at the discretion of the System. If on-call, the Registered Nurse receives stand-by pay. If called in after being placed on call, call-in pay (one and one-half (1 ½) times base pay) begins at the start of the regularly scheduled shift time. If called back to shift at least (60) minutes prior to the regular shift start time, the Registered Nurse will receive the original pay rate. After this time, the Registered Nurse receives call-in pay (one and one-half (1 ½) times base pay) for hours worked when called-in and all floating guidelines will apply.
- 12.5 During period of extreme low census in a department where two (2) or more low census days per nurse per pay period are being mandated for full-time and part-time Registered Nurses, either the Association or the Department Manager shall initiate a meeting to discuss and develop a staffing plan until census improves.

ARTICLE 13 – SENIORITY, LAYOFFS AND JOB POSTINGS

- 13.1 Registered Nurses shall accrue seniority on a house-wide basis. Seniority shall be defined as the Registered Nurse's length of continuous employment with the System from the most recent date of hire based on hours worked. Upon ratification the System will retroactively go back to each RNs date of hire and calculate seniority based on years of seniority broken down into hours. Each year of prior seniority will be credited for 2080 hours worked prorated to date of hire. Seniority shall cease accruing upon termination. If a RN transfers into a supervisory or non-bargaining unit position shall have seniority frozen at the time of such status change and shall

- not accrue additional bargaining unit seniority for any continuous employment period while serving in a supervisory or non-bargaining position. If the Registered Nurse fills a temporary supervisory unit position, not to exceed twelve (12) months, seniority will continue to accrue. A supervisory Registered Nurse shall be permitted to utilize accrued and frozen seniority once the Registered Nurse has successfully bid on a position in the bargaining unit. The Supervisory or non-bargaining unit Registered Nurse shall be considered as an external candidate for any posted position and shall wait seven (7) days from posting date prior to applying or being hired.
- 13.2 If in the System’s judgment a layoff becomes necessary, the System will determine the services and/or level of patient care to be provided and the staffing structure which will best meet these objectives. The System will meet with the Association to authenticate an accurate seniority list.
- 13.3 In the event of a layoff, the System will determine which Registered Nurses will be retained based on the determination of services and/or level of patient care to be provided. Provided the qualification and abilities are approximately equivalent, the Registered Nurse(s) in the affected department with the least seniority will be the first laid off. Before any seniority Registered Nurse(s) is laid off, the System shall first lay off probationary Registered Nurses, then temporary Registered Nurses, then per diem Registered Nurses in the affected departments. This System shall be the judge of qualifications and ability.
- 13.4 Laid off Registered Nurses and the Association will receive a written notice of at least thirty (30) calendar days prior to the effective date of layoff. The occurrence of a major System facility disaster waives this notice requirement. A layoff is defined as a separation from employment for fourteen (14) calendar days or more for reasons not reflecting discredit on a Registered Nurse originally scheduled.
- 13.5 At a Registered Nurse’s option, all or part of accrued personal leave may be taken during a layoff at a rate based on the Registered Nurse’s FTE. Registered Nurses laid off prior to completion of the Registered Nurse’s probationary period will not suffer loss of personal leave hours if the Registered Nurse is recalled within nine (9) months.
- 13.6 Insurance coverage may be continued during a layoff up to nine (9) months, provided the Registered Nurse pays the full premium cost by the tenth (10th) calendar day of each month, unless the Registered Nurse is receiving personal leave, in which case all economic and fringe benefits shall apply.
- 13.8 A Registered Nurse who is laid off shall first be placed into open positions, regardless of intradepartmental seniority as defined in section 13.10, within the bargaining unit. If a laid off registered nurse chooses not to accept an open bargaining unit position, the registered nurse will no longer be employed. If there are no available bargaining unit positions, a Registered Nurse who is laid off shall have the first opportunity in the order of seniority to bump into the position of the least senior Registered Nurse in any of the nursing units, provided the Registered Nurse is qualified (upon completion of an orientation as provided in Article 25) to perform the work. Upon completion of the orientation period, the System shall be the judge of qualifications and ability.
- 13.9 If there is a need to hire for a bargaining unit position, the System will first post the opening according to the provisions of Article 13.10. If openings remain after this procedure, the System shall first recall in writing laid off Registered Nurses in order of seniority, provided the Registered Nurse is qualified to perform the work involved (upon completion of an orientation as provided in Article 25.). Upon completion of the orientation period, the System shall be the judge of qualifications and ability. A Registered Nurse who is passed over retains the position on the recall list. If no recall occurs within nine (9) months of layoff, a Registered Nurse will be terminated.
- 13.10 Registered Nurses on layoff status shall keep the People Services Department aware at all times of their recall availability and current address and telephone number. Job vacancies shall be mailed to Registered Nurses who have been laid off.

- 13.11 Postings shall remain open for no less than 7 days. Intradepartmental Registered Nurses who apply shall be awarded the position according to System-wide seniority. An intradepartmental Registered Nurse is defined as a Registered Nurse who holds an FTE or Per Diem position within that department and can presently function in the position which is posted. The System retains the right to determine qualifications and ability.
- Applications shall be submitted to the People Services Department within the seven (7) day posting period. Registered Nurses who apply shall be awarded the position based on skill, training, and current ability to perform the duties required by the position. The System shall consider all qualified candidates for a posted position, including out-of-house applicants, but will attempt to fill positions with current in-house Registered Nurses.
- The posted position will be awarded to either a current FTE Intradepartmental Registered Nurses, or to Per Diem Intradepartmental Registered Nurses, then offered to house wide Registered Nurse applicants.

Intradepartmental departments are defined as:

- Emergency Department
 - Urgent Care North and South
 - Intensive Care Unit (ICU)
 - Surgical/Oncology
 - Medical
 - Behavioral Health Unit
 - Dialysis
 - Operating Room and PACU
 - Same Day Service includes OR admitting, DI recovery, and IPM (pain management)
 - Endoscopy
 - Specials Cardiac Cath Lab
 - Diagnostic Imaging (DI)
 - PCS Float Nurses
 - Home Health
 - Hospice
 - Cancer Care Center
 - Cardiac Pulmonary Rehab
 - Medical Group
 - Women and Children's areas include:
 - OB Track includes labor and delivery; antepartum, postpartum, couplet care, nursery, WAC OR and recover.
 - Pediatrics Track includes pediatrics, postpartum, couplet care, nursery, and NICU
- 13.12 Each Registered Nurse who commits to a position shall be required to work in that department for a period of six (6) months, except for OR and WAC, there shall be a one (1) year commitment before bidding for a position in a different department unless otherwise agreed upon by the System. Department Leadership will perform monthly check-ins with all new hires within their department for the first year.
- 13.13 In-house applicants for a position shall be notified by email or phone of their acceptance or rejection within five (5) calendar days after the position is awarded.
- 13.14 In-house applicants selected for a position shall notify leadership in writing by email or phone of

- their acceptance or rejection within five (5) calendar days after the position is offered.
- 13.15 Upon notification of acceptance to a position, a Registered Nurse shall assume that position within thirty (30) calendar days, unless other mutually agreed upon time frame. Guidelines for internal transfer shall apply.
- 13.16 Upon signing this Agreement and quarterly thereafter, the System shall furnish to the Association a complete and accurate house-wide seniority list, including bargaining unit seniority, hire date and status of all Registered Nurses covered by this Agreement.
- 13.17 The System is required to post a per diem position.
- 13.18 Nothing contained in this Article shall prevent the System from temporarily replacing a position during a leave of absence, medical leave, or during the job posting process.
- 13.19 The System will make every reasonable effort, insofar as is practicable, to avoid layoffs and daily cancellations. Such efforts may include cross-training, the use of attrition, and shifting of job duties. Nothing in this provision is intended to contradict the System's rights to direct and assign staff as provided in Article III, Management's Rights.

ARTICLE 14 – TERMINATION OF EMPLOYMENT

- 14.1 Employment shall terminate, and seniority ceases if a Registered Nurse:
- a. Resigns or retires.
 - b. Is discharged.
 - c. Fails to advise the System of intent to return to work within three (3) working days after receiving a notice of recall from layoff directed to the Registered Nurse's last known address.
 - d. Fails to report to work as agreed following layoff.
 - e. Fails to report to work following expiration of a leave of absence or medical leave.
 - f. Works for another employer during a leave of absence except education leaves or leave as allowed in Article 16; or
 - g. Is not recalled within nine (9) months of layoff.
- 14.2 The occurrence of a, c, d, e, and f, in Section 14.1 constitutes voluntary termination.
- 14.3 Registered Nurse voluntarily terminating will be expected to have an exit interview with a representative of the People Services Department. A Registered Nurse other than voluntarily terminating may schedule an exit interview with the System.
- 14.4 Registered Nurse are requested to give the System thirty (30) days written notice of intent to terminate. Nurses shall give the System at least two (2) weeks written notice.
- 14.5 A Registered Nurse, upon request at reasonable intervals and by appointment, shall be permitted to examine at the People Services Department the Registered Nurse's entire personnel file and if requested, obtain a copy, with the exception of references. In addition, at any time when necessary for processing a grievance, the Registered Nurse and if the Registered Nurse requests, an Association representative, together, may examine and copy such documents in the Registered Nurse's personnel file relevant to the subject matter of the grievance and is not confidential or privileged.

ARTICLE 15 – PERSONNEL EVALUATIONS

- 15.1 The Registered Nurse will receive performance and competency evaluations ongoing during orientation (no more than 5 months after date of hire), and annually. These evaluations will be documented.

- 15.2 Evaluations are to be performed within one (1) month from their due date, and turned into the People Services Department for inclusion in the Registered Nurse’s personnel file and a copy to the Registered Nurse. Evaluations shall be discussed with the Registered Nurse in a private conference away from the work area and relieved of patient care responsibilities. Registered Nurses shall have the option of completing the self-evaluation form prior to the session. If more than one (1) management representative is present during the oral evaluation, the Registered Nurse may arrange to have a bargaining unit representative present as an observer only.
- 15.3 The Registered Nurse will have an opportunity to add any comments to the evaluation and will acknowledge the evaluation by signature to indicate only that it has been reviewed, and not necessarily agreed with.
- 15.4 License and certifications: It is the nurse’s responsibility to maintain licensure and certification and provide documentation to People Services. Registered Nurses will not work until license is active/current and documentation has been provided to People Services.

ARTICLE 16 - LEAVES OF ABSENCE

- 16.1 A Leave of Absence is defined as a request for time off in excess of two (2) calendar weeks. All requests for leaves of absence must be submitted in writing to the Registered Nurse’s Department Director/ Supervisor three (3) weeks in advance of the requested beginning date of the leave unless circumstances prevent such notice. Each case shall be approved by the Department Director/ Supervisor and Nursing Executive based on its own merits on a case-by-case method.
- 16.2 Insurance coverage may be continued during a leave of absence, Medical Leave or FMLA Leave. A Registered Nurse taking Personal Leave/ extended illness shall continue to receive all economic and fringe benefits provided for in this Agreement. At such time Personal Leave (extended illness, if applicable) is depleted, the Registered Nurse may continue insurance provided the Registered Nurse pays the employee’s portion of any group insurance premiums. Payment is due when returning to work. A grace period of thirty (30) days to make premium payments will be granted. In cases where full payment isn’t possible in thirty (30) days, the nurse will set up a payment arrangement with People Services within fifteen (15) calendar days upon return to work. A Registered Nurse on leave shall continue to accrue seniority.
- 16.3 A Registered Nurse who returns to work immediately upon the termination of a leave of absence will be returned to the former position and salary. If the leave lasts longer than what was approved, a reasonable attempt will be made to return the Registered Nurse to a job of like status and pay; however, such placement cannot be assured. A Registered Nurse’s FTE status during a leave of absence will be the FTE component in effect at the time the leave begins. Benefit cost will be calculated assuming the Registered Nurse used Personal Leave at a rate based on the Registered Nurse’s FTE. At a Registered Nurse’s option, the Registered Nurse may elect to use Personal Leave during the leave of absence at a rate other than the Registered Nurse’s FTE, providing the request is made in writing at the beginning of the leave, and the rate is constant throughout the leave. A Registered Nurse may not use an alternative rate of Personal Leave payment to reduce any obligations on the Registered Nurse’s part for self-payment of benefits during a leave of absence.
- 16.4 Military leaves: shall be granted according to the provisions of the U.S. Selective Service laws, any applicable Federal Law (i.e. USERRA). Military leaves are without pay; however, the Registered Nurse may choose to take Personal Leave.

- 16.5 Failure to return to work from a leave of absence upon expiration or give written notice of inability to do so shall be considered a voluntary resignation. Continuation of a leave beyond the original date of expiration shall be at the discretion of the System.
- 16.6 **Bereavement Leave:** Bereavement Leave is leave with pay, not to exceed a maximum of twenty-four (24) hours, FTE prorated, for regularly scheduled work hours missed in the event of death in the immediate family (Spouse or domestic partner(may be same or opposite gender), domestic partner's immediate family, ex-spouse, father, mother, step parents, brother, sister, child (including foster child, stepchild or miscarriage), mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandchildren, grandparents, or similarly close family relation. Such excused absence shall be with the pay at the employee's base rate of pay. The System may require documentation from the Registered Nurse to support a request for bereavement leave. If the Registered Nurse has been scheduled for overtime work, the Registered Nurse will not be compensated for that time lost. A Registered Nurse may take additional Personal Leave time or unpaid leave if no Personal Leave time is available.

ARTICLE 17 - MEDICAL LEAVE/PARENTAL LEAVE

- 17.1 Medical Leave follows current System policy as covered under Medical Leave (Employee Health) Policy and Family and Medical Leave Act (FMLA). For Parental Leave, when each parent is employed by St. Peter's Health, each parent will be eligible for twelve (12) weeks of protected Parental Leave.
- 17.2 A Registered Nurse's FTE status during a medical leave will be the FTE component in effect at the time the medical leave begins. Benefit cost will be calculated assuming the Registered Nurse used personal leave at the rate based on the Registered Nurse's FTE. At the Registered Nurse's option, the Registered Nurse may elect to use Personal Leave during a medical leave or parental leave at a rate other than the Registered Nurse's FTE, providing the request is made in writing at the beginning of the leave, and the rate is constant throughout the leave. A Registered Nurse may not use an alternative rate of Personal Leave payment to reduce any obligations on the Registered Nurse's part for self-payment of benefits during a medical leave of absence.
- 17.3 A Registered Nurse who returns to work immediately upon the termination of a medical leave lasting no longer than ninety (90) calendar days will be returned to the Registered Nurse's former position and salary. In situations where medical leave lasts longer than ninety (90) calendar days, a Registered Nurse may apply in writing to People Services for an extension of medical leave in ninety (90) day increments up to one (1) year total leave. During this period, up to one (1) calendar year of leave, a reasonable effort will be made to return the Registered Nurse to a position of like status and pay; however, such placement cannot be guaranteed. If the Registered Nurse is unable to return to work by the end of the medical leave extension, including use of any donated Personal Leave time, the Registered Nurse's employment will be terminated.

An employee who returns to work at the conclusion of or before exhausting his/her medical leave or parental leave shall be entitled to return to the same position or a similar position at the same rate of pay, unless business necessity required that the System not hold his/her position (e.g., the employee's job has been eliminated during the leave due to reduction in force or reorganization, the employee's job could no longer be held open without imposing an undue hardship on the System).

- 17.4 Accrued extended illness hours may be used for any approved FMLA or protected Parental Leave in accordance with 23.14.

ARTICLE 18 – COLLABORATIVE COMMUNICATION

- 18.1 **Crucial Conversation:** Crucial Conversations shall mean a nurse or Association representative initiated conversation between a RN, or group of RNs, and a unit Director, Manager, People Services, and/or Nursing Leadership for the purpose of proactively addressing issues promptly that arise in the course of operations that allegedly cause a violation or misinterpretation of any provision of the contract. Crucial Conversations are the front lines in making corrections and/or reaching understanding and resolutions. The parties agree to extend any grievance timelines to allow for a resolution.
- 18.2 **Professional Coaching:** Before the System initiates the first step of corrective action (verbal warning), the supervisor shall discuss with the Registered Nurse the opportunities for improvement or preferred practices. Professional coaching is not disciplinary and not subject to the grievance process defined in Article 20. It is supportive in nature. The Registered Nurse will receive a copy of the notes reflecting the outcome of the Professional Coaching. The notes shall not be recorded in the associate’s personnel file. Any Registered Nurse may request a nurse representative at the Professional Coaching.

ARTICLE 19 - DISCIPLINE

- 19.1 The System/Management and Association/Nurse may attempt to resolve issues using the Article 18 Collaborative Communication approach as the front lines in making corrections and/or reaching understanding and resolutions.
- 19.2 In taking corrective action, the System shall follow the principle of progressive discipline directed toward the goals of correction. No Registered Nurse will normally be discharged without being suspended. The Association agrees, however, that there may be circumstances justifying immediate suspension or discharge.
- 19.3 The System may place a non-probationary Registered Nurse on paid administrative suspension for the purposes of conducting an investigation. The System will attempt to conclude the investigation within eight (8) calendar days from the System’s knowledge of an infraction. In complex cases the System shall provide written notice to the Association that ten (10) day extensions of the investigation deadline shall be implemented. At the end of this investigation, corrective action shall be instituted if appropriate. The System shall have the right to conduct an investigation according to the principles of just cause prior to concluding corrective action should be taken.
- 19.4 Except in circumstances justifying immediate suspension or discharge, the following corrective action steps will normally be:
- a. **Verbal Warning.** This involves discussion between the Immediate Supervisor and Registered Nurse, informing the Registered Nurse that behavior and/or performance is unacceptable. Documentation of the verbal warning shall not be kept in the personnel file for more than twelve (12) calendar months. The documentation shall be signed by the Registered Nurse and the Immediate Supervisor and be reviewed no later than three (3) months after the verbal warning was issued.
When a verbal warning is given, the Registered Nurse shall be informed that this is the first formal step in corrective action.
 - b. **Written Warning.** If the problem persists that was the subject of the verbal warning, or the Registered Nurse engages in other actions or conduct which violate the System’s rules, a written warning may be issued from the Immediate Supervisor to the Registered Nurse.

The written warning shall be dated, state the reason for the warning, corrective action desired, and signed by the Registered Nurse. A copy shall be given to the Registered Nurse, and a copy shall be put in the Registered Nurse's personnel file.

- c. **Suspension.** If the processes of verbal and written warnings do not correct the Registered Nurse's performance, the Registered Nurse may be subject to suspension. A Registered Nurse who has been suspended shall be furnished with the reasons for such action in writing.
 - d. **Discharge.** A Registered Nurse who has been placed on suspension and has not corrected the issue or problem raised by the suspension, or who engages in other conduct which is subject to corrective action, may be subject to discharge. A Registered Nurse who has been discharged shall be furnished with the reason for discharge in writing.
- 19.5 The System recognizes the right of a Registered Nurse to have the presence of the Association representative at a meeting of an investigative nature. The options for representation are as follows: 1) MNA Labor Relations Representative; 2) Officer of the Bargaining Unit; 3) Unit Representative from outside the involved Registered Nurse's department.
- 19.6 A Registered Nurse who receives a written warning(s) or a suspension may request a follow-up evaluation six (6) months after the occurrence of the incident. Such follow-up evaluation will be placed in the Registered Nurse's personnel file.
- 19.7 The time period provided in this Article may be extended by the mutual agreement of both parties and neither party shall unreasonably withhold such agreement, except for good cause shown.
- 19.8 If a Registered Nurse is absent from work for one (1) scheduled shift without notification to the System, termination may result, unless evidence can be produced showing that the absence was unintentional. A reasonable attempt will be made by the Department Leader to contact the employee to ensure their wellbeing.
- 19.9 Any action plan formulated as a result of a disciplinary action will be in writing and discussed during the disciplinary meeting.

ARTICLE 20 - GRIEVANCE AND ARBITRATION

- 20.1 The System and the Association pledge their active, aggressive, and continuing efforts to secure prompt disposition of grievances and agree that most disputes can be solved through oral discussion.
- 20.2 In the event of any controversy concerning the meaning, application or alleged violation of any provision of this Agreement not expressly excluded from grievance and arbitration procedures, such controversy shall be treated as a grievance and shall be settled, if at all possible, by the following procedure. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided. Both parties agree to keep the grievance procedure free of non-meritorious grievances.
- 20.3 No grievance shall be filed or processed based on facts or events which have occurred more than fifteen (15) business days after having knowledge that an issue exists.
- 20.4 The System and Association agree to follow each of the grievance steps that follow and if, in any steps, the System's representative fails to give written answer within the time limits herein set forth, the grievance shall automatically be transferred to the next step at the expiration of such time limit. Any grievance not moved by the aggrieved Registered Nurse to the next step within the time limits provided following the System's response will be considered resolved and closed on the basis of the last disposition. Grievances dealing with suspension or discharge cases shall commence at Step 3 by presenting the grievance in writing, to the appropriately designated

representative of the System within fifteen (15) business days of the suspension or discharge. By mutual agreement, certain steps may be waived. Where an extension of the time limits at any step is desired by either party, it must be requested in writing and shall stipulate the period of time extension needed, which shall be of reasonably short duration.

20.5 The System 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.

- a. **Step 1.** The aggrieved Registered Nurse, with an Association representative if a Registered Nurse desires, must request a meeting (in writing) within fifteen (15) business days of the alleged contract violation to discuss the matter with the Registered Nurse's immediate Supervisor before proceeding further with the grievance process. The Registered Nurse's immediate Supervisor shall, within fifteen (15) business days respond in writing to the Registered Nurse with respect to a remedy or denial of the issue.
- b. **Step 2.** If the issue is not remedied within fifteen (15) business days following this discussion, the grievance form shall be completed. The grievance shall be signed by the Registered Nurse and set forth the nature of the grievance, the relief sought, and shall refer to the specific provision or provisions of the contract alleged to have been violated. All written grievances need to be emailed or hand-delivered to the appropriate party or designee, Within fifteen (15) business days after the receipt of the written grievance, the Immediate Supervisor shall respond to the grievance in writing and deliver the same to the Registered Nurse.
- c. **Step 3.** The immediate Supervisor's response shall be final, unless the grievance is appealed by written notice given to the appropriate Nurse Executive with a copy to the System's Senior Director of People Services, within fifteen (15) business days from the date of the Immediate Supervisor's written response in Step 2. The appropriate Nurse Executive shall discuss the grievance in the presence of the aggrieved Registered Nurse, The Association representative if the Registered Nurse desires one, and the Senior Director of People Services, at a time mutually agreeable to the parties. This meeting shall occur within fifteen (15) business days after the receipt of the notice of appeal, unless other time limits are mutually agreed upon. The appropriate Nurse Executive shall respond to the grievance in writing within fifteen (15) business days after the close of the discussion.
- d. **Step 4.** The appropriate designated representative of the System's response shall be final unless the grievance is appealed by written notice given to the System's CEO/President with an informational copy to the People Services Department fifteen (15) business days from the date of the designated representative of the System's written response in Step 3.

The CEO or designee shall discuss the grievance at a meeting with the aggrieved Registered Nurse, the Association representative if the Registered Nurse desires one, and such other parties, at the request of the CEO or designee, who may assist in the resolution of the grievance. This meeting shall occur within fifteen (15) business days after receipt of notice of appeal, unless other time limits are mutually agreed upon. The CEO or designee shall respond to the appealed grievance in writing within fifteen (15) business days after close of the discussion.

The CEO/President or designee's response shall be final, unless the Association appeals the grievance to arbitration by giving written notice of its desire to arbitrate to the other party within fifteen (15) business days after receipt of the System's final response in Step 4.

- 20.6 In the event the parties are unable to resolve a grievance pursuant to the foregoing procedure, the parties may, by mutual agreement within fourteen (14) business days of the decision in Step 4, request that the issue be submitted to mediation in an effort to avoid arbitration. If the parties are unable to agree on a mediator, a joint request shall be submitted to Federal Mediation and Conciliation Services FMCS. 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 both parties. If mediation is requested, the time for notice of arbitration shall be tolled until the completion of mediation.
- 20.7 If the grievance is appealed to arbitration within the time limits specified in Section 20.5, the System and the Association will first meet and try to agree upon an Arbitrator. This meeting shall take place within ten (10) calendar days of receipt of the written notice in Step 4. Filing such an agreement, the System and the Association shall jointly request the Federal Mediation and Conciliation Service to submit the names of eleven (11) Arbitrators. The party requesting Arbitration shall strike the first name from the list and then each party shall in turn strike a name until one Arbitrator is left. The Arbitrator shall be notified of the selection by a joint letter from the System and the Association requesting that a time and place be set for the hearing, subject to availability of the System and Association representative, and the aggrieved Registered Nurse, and specifying the issue to the Arbitrator.
- 20.8 Only one grievance may be decided by the Arbitrator at any hearing; however, the System and the Association may mutually agree to waive this requirement. The Arbitrator shall have no authority to add or subtract from or modify any of the terms of this Agreement. The Arbitrator shall consider and decide only the particular issue presented in writing by the System, the Grievant and the Association. If the Arbitrator finds merit in the grievance, the Arbitrator shall make specific findings of fact and shall state the Article(s) and Section(s) of the Agreement which have been violated. The award of the Arbitrator shall be final and binding on the System and the Association and Registered Nurse or Registered Nurses involved. "Interest" arbitration is expressly excluded from the arbitration provisions of this Agreement. The Arbitrator shall render a decision no later than thirty (30) calendar days from the adjournment of hearing or submission of briefs and memoranda, whichever is later.
- 20.9 In any case of discipline where the Arbitrator finds that such discipline was improper, the Arbitrator may set aside, reduce or modify the action taken by the System. If the discipline is set aside, reduced or otherwise changed, the Arbitrator may award back pay to compensate the Registered Nurse wholly or partially for any wages lost because of the discipline. In determining the amount of the award for back pay, the Arbitrator shall deduct from the award the sums received from unemployment compensation and other compensation received while the discipline was in effect.
- 20.10 The parties may, by mutual agreement, request the Arbitrator to conduct an informal hearing. Informal hearings shall be conducted without reporters or transcriptions. There shall be no briefs filed by either party. The Arbitrator shall issue a decision as soon as possible from the adjournment of the hearing. The decision of the Arbitrators shall be limited to a written statement of the Arbitrator's conclusions setting forth briefly the factual basis for the decision.
- 20.11 The expenses of the Arbitrator, including the fee, shall be shared equally by the System and the Association. Each party shall be responsible for its' own arbitration expenses.
- 20.12 No Registered Nurse or Association representative will investigate or process a grievance during either the Registered Nurse's working time or the working time of the aggrieved Registered Nurse. The System will not pay any Registered Nurse or Association representative for attendance at grievance or arbitration meetings.

ARTICLE 21 - HEALTH AND WELFARE

- 21.1 At the time of employment, each Registered Nurse must provide proof of immunity to disease as required by System policy and /or by law. Required titers and vaccinations will be at the System's expense.
- At the time of employment, a Registered Nurse must be tested for tuberculosis (TB). The Registered Nurse will follow all System policies for annual re-testing and procedures for response to positive reaction. There will be no charge for TB tests or x-rays, as long as they are performed at the System.
- Failure of the Registered Nurse to provide required proof of vaccination or to comply with required testing within thirty (30) days after being notified will result in the Registered Nurse being subject to corrective action.
- 21.2 Employees are eligible for benefits the first of the month following 30 days of employment. All regular full-time and regular part-time Registered Nurses may enroll in the System's Benefit Plan. This eligibility applies to the health, dental and life insurance plans and pretax spending accounts. The System will provide a contribution equal to that received by all other non-bargaining unit staff. The System agrees to inform MNA, through PCC prior to any pending changes in the plan and to schedule a meeting to answer questions and clarify changes. In the event of an untimely death of a nurse, the Employer will continue the health insurance coverage for any covered family members for a period of sixty (60) days. The employer portion of the cost will be provided at no cost to the surviving family member(s). There shall be no reduction in any benefit provided or any increase in the employee contribution for health and welfare services within this article for the term of this agreement.
- 21.3 Any other life insurance plans or deferred compensation plans offered by the System shall be available to the Registered Nurse under the same terms and conditions that are applicable to other employees.
- 21.4 The System reserves the right to determine the carrier(s) of the group health, group dental and group life plans and agrees that the level of benefits provided under the plans shall be maintained at the same level as other System employees. Any changes in the level of insurance coverage or carriers shall be submitted by the System to the Association before implementation.
- 21.5 Registered Nurses covered by this Agreement shall be included in the retirement plans, which covers other St. Peter's System employees under the same terms and conditions that are applicable to those other employees. Nothing in this Agreement will alter, amend or extend the provisions of the retirement plan, and the administration thereof is excluded from the grievance-arbitration provisions of this Agreement.
- 21.6 The System has no duties, responsibilities or liabilities in regard to any claims and questions as to coverage, administration or claims of payment of claims in regard to any health, dental, life, accidental death and dismemberment or long-term disability insurance programs in the flexible benefit program. The People Services Department will assist Registered Nurses in obtaining information and processing claims.

ARTICLE 22 - WAGES

- 22.1 Wage rates shall be provided in Schedule "A" attached.
- 22.2 Registered Nurses hired without experience shall receive the base wage rate as provided at Step NG on the Step System provided in Wage Schedule A to this Agreement.
- Registered Nurses who are hired with prior registered nursing experience defined in years of service (which may not be the same as seniority in the bargaining unit) at St. Peter's Health or at

other health care institutions may be credited for pay step placement purposes, if hired after June 1, 2024, as provided below:

- A. 100% credit for System or acute care Registered Nurse experience and 100% credit for any registered nurse experience.
- B. Registered Nurses with previous patient care experience as an LPN, Surgical Technologist, and Paramedic will receive 75% credit.
- C. Registered Nurses with previous patient care experience as CNAs, EMT's and CMAs will receive 25% credit for experience.

No Registered Nurse will be hired at a higher rate than any presently employed Registered Nurse with the same credited years of experience.

Experience credit will be given at the date a Registered Nurse is hired. Evaluation of prior experience will be based on reference checks and in compliance with the guidelines outlined in this section for placement on the wage scale to be completed by the People Services Department of the System.

- 22.3 Registered Nurses scheduled to work from 1830 to 0700 will receive night shift premium pay of Three Dollars and Fifty Cents (\$3.50) per hour. Registered Nurses who work a night shift FTE shall receive a night shift differential of 13% of the nurse's hourly base rate of pay for all hours worked excluding procedural/forensic call shifts and shall not be compounded with the night shift differential.
- 22.4 Exclusive to all RNs who hold a permanent FTE in Patient Care Services (PCS) and Ambulatory Specialty Float Pool trained to work in all areas required will receive a 6% differential on their base hourly wage.
- 22.5 Registered Nurses scheduled or requested to be "on call" for their department shall be paid at the rate of Three Dollars and Fifty cents per hour (\$3.50). Registered Nurses called to work shall be compensated for the time actually worked or a minimum of two (2) hours, whichever is greater. There will be no pyramiding of minimum two (2) hour callbacks. Overtime will be paid according to Article 10 of this Agreement. Communication device(s) will be provided by the System for all Registered Nurses who routinely take call or upon request, while they are on call.
- 22.6 Registered Nurses scheduled or requested to work on one of the following holidays will be paid one and one-half (1.5) times their regular base hourly wage for all ACTUAL hours worked on the given shift.

- New Year's Eve Day
- New Year's Day
- Christmas Eve
- Christmas Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving

Except as otherwise specified, holiday shifts will begin at 0600 on the day of the regular holiday and end at 0559 on the following day.

- 22.7 Registered Nurses are included in the System's Success Share program.
- 22.8 Upon ratification each bargaining unit nurse may opt in to have one (1) hour of PL per year, on January 1, deducted from the RN's PL bank and placed in a Bargaining Leave Bank (BLB) for eligible Bargaining team members to use during negotiations. Each RN is responsible for opting in and any donation cannot be reversed. All BLB hours will roll-over each year if not used by eligible

bargaining team members during negotiations. Additional PL donations to the BLB may occur upon request of any nurse. The opt in authorization form will be provided and collected by MNA and sent to the employer. The bank balance will be maintained by Payroll and available upon request from MNA.

ARTICLE 23 - PERSONAL LEAVE PLAN

23.1 All regularly scheduled full-time, regular part-time and part-time partial benefit Registered Nurses accrue Personal Leave hours. Personal Leave is a combination of benefits traditionally granted as vacation, holidays, and sick leave, and with the exception of extended illness time, may be used for any purpose a Registered Nurse chooses. A Registered Nurse is guaranteed a minimum of two (2) weeks (80 hours for full-time/ prorated for less than full-time) off per fiscal year. It will be the responsibility of the Registered Nurse to provide notice as outlined in the SPH staffing and scheduling guidelines.

23.2 On the effective date of this contract, accrual rates shall be:

<u>Years of Service</u>	<u>Accrual Rate</u>
0-5	0.093 PL Hr./ Eligible Hr. (24 days)
6-9	0.112 PL Hr./ Eligible Hr. (29 days)
10-12	0.123 PL Hr./ Eligible Hr. (32 days)
13 +	0.135 PL Hr./ Eligible Hr. (35 days)

Extended Illness (EI) time accrues at a constant rate of 0.023 EI Hours/ Eligible Hour. Years of Service are continuous years of service from a Registered Nurse’s most recent hire date. Eligible hours for accrual of Personal Leave (PL) are defined as:

- (1) Regular hours worked
- (2) Overtime hours worked
- (3) Personal Leave hours paid
- (4) Excused Leave (low census) hours taken off at the System’s request
- (5) Extended illness hours paid

The maximum eligible hours per pay period is eight (80).

23.3 Two (2) times each year in December and May, Registered Nurses will be allowed to voluntarily cash down accrued Personal Leave (PL) hours to a minimum of forty (40) accrued hours. Nurses will be able to cash down a maximum of one-hundred fifty (150) hours of personal leave in a given fiscal year. The People Services Department will notify Registered Nurses at least two (2) weeks in advance of these cash down dates so that Registered Nurses can complete the necessary request form.

23.4 PL hours are earned from the Registered Nurse’s date of hire but may not be used until the Registered Nurse has completed six (6) months of continuous service, except in cases of holidays and excused leave days with this provision is waived.

23.5 PL hours must be accrued before they can be taken off with pay.

23.6 PL hours must be approved and scheduled in advance by the Registered Nurse’s Department Director in order to be paid, except in the case of illness or excused leave. PL for illness will be granted only if the Registered Nurse notifies the Department Director or designee before the scheduled start of a shift and daily thereafter before the start of the shift. A Director or designee may approve PL for illness when a Registered Nurse goes home after starting a shift. Special arrangements may be made for prolonged illness.

- 23.7 PL hours are paid at the Registered Nurse's regular base hourly rate at the time taken and is paid based on the Registered Nurse's FTE per pay period (e.g., 0.9 FTE = 72 hours of personal leave). PL will be paid out only up to a nurse's FTE unless the nurse specifies in Kronos to use additional PL hours for prescheduled time off during that pay period.
- 23.8 Registered Nurses must take off PL hours at a rate based on the Registered Nurse's FTE.
- 23.9 After six (6) months of continuous service, a terminating Registered Nurse will be paid accrued PL on their final paycheck. Prior to six (6) months of continuous service, accrued PL shall be forfeited by the Registered Nurse.
- 23.10 Leaves of absence without pay will not be granted to Registered Nurses who have accrued PL except as provided elsewhere in the contract or when such leave is at the System's request or hours spent during contract negotiations.
- 23.11 EI hours are earned from the Registered Nurse's date of hire but may not be used until the Registered Nurse has completed six (6) months of continuous service.
- 23.12 EI hours must be accrued before they can be taken and are paid at the Registered Nurse's regular base hourly rate at the time taken and is paid on the Registered Nurse's FTE.
- 23.13 EI time is used when a Registered Nurse is absent from work due to illness or injury which prevents a Registered Nurse from performing normal work duties in order to draw EI time, a Registered Nurse must comply with all the applicable provisions of the Medical Leave/ Parental/Adoptive Leave section of this Agreement.
- 23.14 Employees taking an FMLA or Medical Leave due to their own serious health condition are required to use accrued Personal Leave ("PL") during the first five (5) days of their leave (pro-rated by FTE) and Extended Illness ("EI") thereafter to the extent available. Once EI is exhausted, or if EI was not available, such employees are required to use the remainder of their accrued PL for the balance of their leave. Once both types of benefits are exhausted, the balance of such leave is unpaid.
- 23.15 A maximum of one hundred twenty (120) days, nine hundred sixty (960) hours may be accrued in EI. No additional EI will be accrued beyond this maximum.
- 23.16 EI hours are not payable upon termination.
- 23.17 Personal Leave hours will be capped at three hundred (300) hours per fiscal year beginning June 1st of each year. The maximum an employee can maintain in their bank will be 300 hours. No hours will be accrued above the 300-hour cap.
- 23.18 Paid Short Term Disability Leave (STD L) shall be granted to RNs without loss of length-of-service benefits. Effective January 1, 2025, all RNs, including Ambulatory, shall pay fifty dollars (50.00) per month towards the STD L (post-tax payroll deduction), should they opt in to receive this benefit during the November open enrollment period starting in open enrollment in 2024 and each year after. The practices around pay out/payment for STD L shall remain status quo.
 - a) STD L may be utilized for personal illness/disability upon request. RNs can choose to use his/her Personal Leave (PL) or not use PL related to the use of STD L.
 - b) When the RN returns from an authorized leave-of-absence in length of eight (8) weeks or less, the System shall reinstate the RN to her/his former position and department.
 - c) RNs may be granted up to a minimum continuous total of eight (8) weeks STD L, not including any leave time under PL or qualifying under FMLA for personal illness or injury.
 - d) Except as otherwise required by law, a STD L can be used in any number of hour increments but, if requested, shall be available for a duration of eight (8) weeks, not including any leave time qualifying under FMLA for personal illness or injury.
 - e) The System shall have the right to require the attending physician's Certificate of Disability throughout any leave-of-absence.

- f) Workers Compensation: A RN with Lost Work Time (which meets the definition of work-related injury/occupational disease) may request to utilize accrued STDL to supplement their Workers Compensation Benefit in an effort to attain his/her normal compensation based upon status at the time of injury. Upon return within the protected time frame, the RN will be restored to his/her original or equivalent position with equivalent pay, benefits, and other employment.
- g) An RN's anniversary date of hire as an RN shall not be changed based on any STDL usage or paid leave usage (All RNs date of hire shall be reflected for all benefits and pay purposes).

23.19 Mental Health Day: To foster and invest in the mental health and well-being of our nurses, all nurses may call off up to two (2) shifts on a rolling 12-month basis to care for themselves and any family member. Absences will not be counted as an occurrence nor are they subject to disciplinary action per any SPH attendance policy. Registered Nurses must specify that they are taking a Mental health day when calling off. PL must be used to cover any mental health call off.

ARTICLE 24 - EDUCATION

24.1 **IN-SERVICE EDUCATION:** In-Service education programs will be provided on a continuous basis. New procedures and equipment will be covered by in-service programs before being implemented for use in departments. It is the professional responsibility of the Registered Nurses to attend mandatory in-service programs. A minimum of twelve (12) contact hours of in-service per year will be provided. Nurses must be notified at least six weeks prior to the posting of the next schedule for any mandatory in-service education that extends beyond thirty (30) minutes and cannot be completed within a nurses scheduled shift or at scheduled staff meetings. All emergent, mandatory educational needs will be discussed with PCC.

- a) All Registered Nurses required by the System to attend ACLS/PALS/ NRP certification will be paid at their regular rate of pay while attending such classes. The ACLS course is provided in Helena. Should a Registered Nurse choose to attend an a TNCC/ACLS/PALS/NRP/ENPC/STABLE or Chemotherapy course offered at a facility outside of Helena, reimbursement will be at the Registered Nurse's regular rate of pay while attending class. Reimbursement will not exceed the amount that would be available in Helena. Travel, lodging, and meals remain the Registered Nurse's responsibility.
- b) In-service of three (3) hours or more sponsored by the System and offered System-wide will be submitted to MNA for continuing education credit approval.

24.2 **EDUCATION HOURS:** Time off for education will be granted if doing so does not disrupt the System staffing. Education hour reimbursement or other expense reimbursement shall be granted if the requirements are met. Education Hours will be reimbursed at the Registered Nurse's regular base rate of pay for the appropriate eligible hours. No premium pay or differentials will apply.

- a) In order to access Available Education Hours the following are required: Requests for use of Available Education Hours shall be submitted to the Department Director for review of content and applicability for approval, at least thirty (30) days in advance with final approval granted from the Department Director. The thirty (30) day written requirement shall be waived for in-house education if a Registered Nurse finds a replacement who is qualified for the position and no overtime is incurred during the replacement. Where requests are received from one or more Registered Nurses, the Department Director shall determine whether to approve such requests and which Registered Nurse(s), if any, shall be permitted to attend based upon staffing flexibility in the Department.

- b) Available hours will be based upon the Registered Nurse’s designated FTE.
- c) Available hours will be paid at the Registered Nurse’s regular base rate of pay for the eligible hours.
- d) Available education hours and education reimbursements are available each fiscal year and will not be allowed to carry over year to year, but will be capped at two-times (2x) the hours/reimbursements allotted in Section (i) below.
- e) Reimbursement for travel, registration, or other expense reimbursement will be made in accordance with the System’s Travel Expense Reporting Policy. Reimbursement for registration will not exceed the allowable amount in the table below per year unless approved by the Department Director.
- f) TNCC/ACLS/PALS/NRP/ENPC/STABLE and Chemotherapy course will not count toward available education hours.
- g) The Nursing Executive has the authority to approve additional reimbursement requests. Any approved or declined requests will be reported to PCC.
- h) Workshops of three (3) hours or more sponsored by the System and offered System-wide will be submitted to MNA for continuing education credit approval.
- i) Upon successful completion of their probationary period, Registered Nurses will be eligible to receive reimbursement for Education Hours and receive paid Education Hours up to the Available Education Hours.

<u>Designated FTE</u>	<u>Available Education Hour</u>	<u>Education Hours</u>
.75 - 1.0	24	\$400
.4 - .7	16	\$400
<.3 or per diem	8	\$400

- j) Education Reimbursement may be used for professional memberships to a relevant association who provides educational contact hours.

24.3 **TUITION REIMBURSEMENT:** To encourage and promote nurses to further their self-development through academic pursuit; The System agrees to a tuition reimbursement award payable to the nurse in an amount not to exceed one thousand dollars (\$1,000) per calendar year, upon request of the nurse. The amount reimbursed will be based on the tuition need.

24.4 In the event that the System implements a formal freeze on education and travel for non-bargaining unit positions, Section 24.2 shall be suspended until such time that such freeze is lifted.

ARTICLE 25 - ORIENTATION

25.1 **Acute Care:** Orientation for new hires shall be determined by department leadership for a minimum of three (3) weeks or 108 hours of time worked in an RN role which may be extended, decreased (with mutual agreement), or modified based upon the Registered Nurse’s prior experience, prior employment with St. Peter’s, or familiarity with the assigned positions. Any hours in which an orientee is pulled out of the RN role and used as ancillary staff will not be counted towards hours of orientation.

Ambulatory Care: Orientation for new hires shall be determined by department leadership for a minimum of three (3) weeks or 120 hrs of time worked in an RN role which may be extended, decreased (with mutual agreement), or modified based upon the Registered Nurse’s prior experience, prior employment with St. Peter’s, or familiarity with the assigned positions. Any hours in which an orientee is pulled out of the RN role and used as ancillary staff will not be counted towards hours of orientation.

- Orientation provided to RN's shall follow the orientation process. The System is committed to providing an adequate orientation program based on the individual Registered Nurses skills and experience. Unforeseen or emergent conditions may alter the orientation process.
- 25.2 Orientation for Registered Nurses who permanently transfer to another department shall normally be for a period of two (2) weeks which may be extended, decreased or modified based upon the Registered Nurse's prior experience or familiarity with the new department.
- 25.3 Registered Nurses will receive a current job description upon hire.
- 25.4 The Association agrees to supply the System with sufficient quantities of contracts as well as supplying every new RN with a contract at NEO.
- 25.5 **Preceptor Qualification:**
Acute Care: Eligibility to become a preceptor must first be approved by department leadership. Then, Preceptors shall have at least two (2) years of experience as an acute care Registered Nurse and at least nine (9) months in the unit/department where they will be precepting, unless by mutual agreement of the Employer and the Registered Nurse. Only Registered Nurses approved by leadership or who have attended an approved preceptor course shall receive the applicable differential. Every effort will be made to utilize Preceptors, unless no preceptors are available then RN Trainers will be used.
Ambulatory Care: Preceptor Qualification: Eligibility to become a preceptor must first be approved by department leadership. Then, Preceptors shall have completed the Preceptor Program and have at least one (1) years of experience as an ambulatory care Registered Nurse. Only Registered Nurses approved through this program or another accredited preceptor course receive the applicable differential. Every effort will be made to utilize Preceptors, unless no preceptors are available then RN Trainers will be used.
- 25.6 Preceptor courses will be offered no less than 4 times per year.
- 25.7 The Preceptor/ RN Trainer and orientee will be considered one unit and shall only take a patient assignment equal to the rest of the unit RNs unless mutually agreed upon by the Preceptor/RN Trainer and department leadership
- 25.8 **Charge Nurse Qualification/Orientation:**
Acute Care: Serving as Charge Nurse (CN) is a mutually agreed upon role between the RN and unit leadership that provides the RN with a professional growth opportunity. Qualification includes two (2) years of acute care nursing experience, with at least nine (9) months on the unit, unless by mutual agreement of the RN and leadership. Recognizing that Charge Nurse orientation varies by unit/department, Registered Nurses shall have a minimum of three (3) shifts dedicated to Charge Nurse orientation before being eligible to fill a Charge Nurse shift, unless by mutual agreement.
Ambulatory Care: Charge Nurse Qualification/Orientation: Serving as Charge Nurse (CN) is a mutually agreed upon role between the RN and unit leadership that provides the RN with a professional growth opportunity. Qualification includes one (1) years of ambulatory care nursing experience, with at least nine (9) months in the department, unless by mutual agreement of the RN and leadership. Recognizing that Charge Nurse orientation varies by unit/department, Registered Nurses shall have a minimum of two (2) shifts dedicated to Charge Nurse orientation before being eligible to fill a Charge Nurse shift, unless by mutual agreement.

ARTICLE 26 - PROFESSIONAL CONFERENCE COMMITTEE

- 26.1 The purpose of this Committee shall be to facilitate the communications and collaboration between professional Registered Nurses and Management to establish a forum for open discussion, mutual concerns, and identification of solutions; to identify problem areas between

nursing service and other departments in the System; to improve understanding of the problems and needs of professional Registered Nurses and Management to review rules developed according to Article 3.2 of this Agreement.

26.2 **Acute Care:** The Committee shall consist of no more than six (6) persons selected by the System and no more than six (6) Registered Nurses selected by the Association. From time to time the Committee may invite additional persons as “guests” to aid in the discussion with prior notification and mutual agreement between leadership and RNs. Registered Nurses selected by the System and the Association for membership on the committee shall be System employees. The Committee shall establish its own meeting schedule, not more often than monthly, for one (1) hour, unless the Committee mutually agrees otherwise. The Committee shall determine its own officers.

Ambulatory Care: The Committee shall consist of up to three (3) persons selected by the System and up to three (3) Registered Nurses selected by the Association. From time to time the Committee may invite additional persons as “guests” to aid in the discussion with prior notification and mutual agreement between leadership and RNs. Registered Nurses selected by the Association for membership on the committee shall be Ambulatory Care employees. The Committee shall establish its own meeting schedule, not more often than monthly, for one (1) hour, unless the Committee mutually agrees otherwise. The Committee shall determine its own officers.

26.3 Meetings of the Committee shall be held on System property and use System facilities. All time spent in Professional Conference Committee meetings will be considered as time worked.

26.4 The Committee shall be advisory and consultative in nature and may make recommendations to nursing administration. The objectives of the Professional Conference Committee may include the following:

- a. To consider constructively the professional practice of Registered Nurses, and to make objective professional evaluation in order to assist management and Registered Nurses. Clinical Ladder programs must be discussed and approved by PCC.
- b. To work constructively for the improvement for patient and nursing care.
- c. To recommend to the System ways and means to improve patient care.
- d. To make recommendations where, in the opinion of the Committee, Registered Nurse staffing problems exist. When staffing concerns are reported by a Staff Nurse, it shall be the responsibility of the appropriate Charge Registered Nurse or Ambulatory Coordinator to notify (in writing) the Department Director or designee of such concerns. Such written documentation will be forwarded to the Nursing Executive within twenty-four (24) hours of the occurrence, or as soon thereafter is practical.
- e. To discuss staffing guidelines. Members of the Professional Conference Committee will actively work to gather information and data and any other factors impacting staffing and the delivery of quality patient care. The Professional Conference Committee will place on its agenda, on a quarterly basis, a specific review of staffing matters and related issues.
- f. To recommend new marketing ideas which may improve System public relations.

26.5 A secretary will take the minutes of the Committee, and after the minutes are approved by the entire Committee, they shall be posted by the System in the Nursing areas.

26.6 From time to time when mutually agreed upon by both PCC’s and system leadership combining of PCC meetings may occur.

ARTICLE 27 - MEETING ROOMS AND BULLETIN BOARDS

- 27.1 The Association may request use of available meeting rooms at the System for pre-scheduled regular meetings for the purpose of conducting business related to the internal affairs of the bargaining unit or administration of the collective bargaining agreement. Requests for meeting room use shall be made in advance through the People Services Department and shall be granted according to the System's established meeting room policy.
- 27.2 The Association shall be permitted to post the following types of notice on bulletin boards to be located in mutually agreed upon non-patient care areas of each department, including the nursing office:
- a. Association meeting notices
 - b. Association election notices
 - c. Notices of appointment to offices
 - d. Notices of Association social and business affairs
 - e. Notices of education and professional development

ARTICLE 28 - Change of Ownership

This Contract shall be binding upon the successors and assigns of both the Employer and the Association and no provisions, terms or obligations contained in this Contract shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of either party to this Contract, or affected, modified, altered or change in any respect whatsoever by any change of any kind of the legal status, ownership, or management of either of the parties to this Contract. The Employer promises that its operations covered by this Contract shall not be sold, conveyed, transferred or assigned to any Successor-In-Interest without first securing the contract of the Successor to the Employer obligations under this Contract.

ARTICLE 29 - TERM AGREEMENT

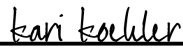
29.1 This Agreement shall become effective as of June 1, 2024, and shall remain in full force and effect until May 31, 2027, inclusive, and thereafter for successive yearly periods, unless at least ninety (90) days prior to the expiration date of this Agreement either party shall give written notice to the other of its intention to terminate this Agreement. Parties agree to meet and discuss initial meeting dates within 10 business days of initiation of the contract opener request made by either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first herein above written.

FOR: ST. PETER'S HEALTHCARE

FOR: MONTANA NURSES ASSOCIATION

Signed by:



12/20/2024

Kari Koehler, MSN, RN, Chief Nursing Officer

Signed by:



12/20/2024

Wade Johnson, CEO, FACHE

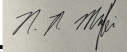
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12/23/2024

Emily Peterson, MNA Labor Representative

Signed by:



12/19/2024

Nick McGuffee, RN, MNA Local 13 Treasurer

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12/19/2024

Carissa Hatting, ICU RN

Signed by:



12/19/2024

Rachelle Reuser, ED RN

Signed by:



12/19/2024

Merril Tappan, OR RN

Signed by:



12/19/2024

Kelli Clarke, BSN, RN

Hannah Sieracki, RN, MNA Local 13 VP

WAGE SCHEDULE “A”

Effective June 1, 2024, Registered Nurses will be compensated based on the following pay table. Upon ratification base wages will be retro paid back to June 1, 2024.

STEPS	Current 6/23	YR 1 June 2024	YR2 June 2025	YR2 January 2026	YR3 June 2026	YR3 January 2027	STEPS	Clinic Scale June 24	YR2 June 2025	YR2 January 2026	YR3 June 2026	YR3 January 2027
		10.0%	2.0%	2.0%	2.0%	2.0%		85%				
NG	\$31.80	\$34.98	\$35.68	\$36.39	\$37.12	\$37.86	NG	\$29.73	\$30.33	\$30.93	\$31.55	\$32.18
1	\$32.56	\$35.82	\$36.53	\$37.26	\$38.01	\$38.77	1	\$30.44	\$31.05	\$31.67	\$32.31	\$32.95
2	\$33.21	\$36.53	\$37.26	\$38.01	\$38.77	\$39.54	2	\$31.05	\$31.67	\$32.31	\$32.95	\$33.61
3	\$33.88	\$37.27	\$38.01	\$38.77	\$39.55	\$40.34	3	\$31.68	\$32.31	\$32.96	\$33.62	\$34.29
4	\$34.55	\$38.01	\$38.77	\$39.54	\$40.33	\$41.14	4	\$32.30	\$32.95	\$33.61	\$34.28	\$34.97
5	\$35.25	\$38.78	\$39.55	\$40.34	\$41.15	\$41.97	5	\$32.96	\$33.62	\$34.29	\$34.98	\$35.68
6	\$35.95	\$39.55	\$40.34	\$41.14	\$41.97	\$42.80	6	\$33.61	\$34.29	\$34.97	\$35.67	\$36.38
7	\$36.67	\$40.34	\$41.14	\$41.97	\$42.81	\$43.66	7	\$34.29	\$34.97	\$35.67	\$36.39	\$37.11
8	\$37.41	\$41.15	\$41.97	\$42.81	\$43.67	\$44.54	8	\$34.98	\$35.68	\$36.39	\$37.12	\$37.86
9	\$38.15	\$41.97	\$42.80	\$43.66	\$44.53	\$45.42	9	\$35.67	\$36.38	\$37.11	\$37.85	\$38.61
10	\$38.92	\$42.81	\$43.67	\$44.54	\$45.43	\$46.34	10	\$36.39	\$37.12	\$37.86	\$38.62	\$39.39
11	\$39.69	\$43.66	\$44.53	\$45.42	\$46.33	\$47.26	11	\$37.11	\$37.85	\$38.61	\$39.38	\$40.17
12	\$40.49	\$44.54	\$45.43	\$46.34	\$47.27	\$48.21	12	\$37.86	\$38.62	\$39.39	\$40.18	\$40.98
13	\$41.30	\$45.43	\$46.34	\$47.27	\$48.21	\$49.17	13	\$38.62	\$39.39	\$40.18	\$40.98	\$41.80
14	\$42.13	\$46.34	\$47.27	\$48.22	\$49.18	\$50.16	14	\$39.39	\$40.18	\$40.98	\$41.80	\$42.64
15	\$42.97	\$47.27	\$48.21	\$49.18	\$50.16	\$51.16	15	\$40.18	\$40.98	\$41.80	\$42.64	\$43.49
16	\$43.82	\$48.20	\$49.17	\$50.15	\$51.15	\$52.18	16	\$40.97	\$41.79	\$42.63	\$43.48	\$44.35
17	\$44.70	\$49.17	\$50.15	\$51.16	\$52.18	\$53.22	17	\$41.79	\$42.63	\$43.48	\$44.35	\$45.24
18	\$45.60	\$50.16	\$51.16	\$52.19	\$53.23	\$54.29	18	\$42.64	\$43.49	\$44.36	\$45.25	\$46.15
19	\$46.51	\$51.16	\$52.18	\$53.23	\$54.29	\$55.38	19	\$43.49	\$44.36	\$45.24	\$46.15	\$47.07
20	\$47.44	\$52.18	\$53.23	\$54.29	\$55.38	\$56.49	20	\$44.36	\$45.24	\$46.15	\$47.07	\$48.01
21	\$48.39	\$53.23	\$54.29	\$55.38	\$56.49	\$57.62	21	\$45.24	\$46.15	\$47.07	\$48.01	\$48.97
22	\$49.37	\$54.31	\$55.39	\$56.50	\$57.63	\$58.78	22	\$46.16	\$47.08	\$48.03	\$48.99	\$49.97
23	\$50.35	\$55.39	\$56.49	\$57.62	\$58.78	\$59.95	23	\$47.08	\$48.02	\$48.98	\$49.96	\$50.96
24	\$51.36	\$56.50	\$57.63	\$58.78	\$59.95	\$61.15	24	\$48.02	\$48.98	\$49.96	\$50.96	\$51.98

Pay Plan Rules

Acute Care

- A. For the term of this Agreement, all increases within the above scale will be paid bi-annually and will follow Pay Plan Rules as defined in Section B and Wage Schedule “A”. No Registered Nurse will suffer a reduction in pay during the term of this Agreement. The System will provide a non-mandatory, timecard and paystub education developed collaboratively with PCC, People Operations and People Services and reviewed at the request of either party.
- B. BASE INCREASE: On the first full pay period including June 1, 2024, June 1, 2025, January 1, 2026, June 1, 2026, and January 1, 2027. Registered Nurses will move laterally to the New Wage Scale that correlates with the calendar year.
- C. STEP MOVEMENT: All step increases within the above scale will be paid annually on the first full pay period in January after satisfactory annual performance review provided the Registered Nurse

is not at the written warning or suspension level of the corrective action process defined in Section 19.4; or has received a verbal warning for four (4) areas of “needs improvement” related to the annual performance review. Where corrective action is applicable, the next step on the Wage Schedule A will occur after successful completion of the WIP, which will be effective the first full pay period.

- D. Registered Nurses capped at the top of their range will receive a 3.0% lump sum based on the Registered Nurse’s anniversary date and provided the Registered Nurse is not at the written warning or suspension level of the corrective action process as defined in section 19.4; or has received a verbal warning for four (4) areas of “needs improvement” related to the annual performance review and until the Registered Nurse has completed the Work Improvement Plan (WIP), which will be reviewed in three (3) months. The applicable increase will occur after successful completion of the WIP, which will be effective the first full pay period. The lump sum will be given on the first full pay period in January. The lump sum is calculated as follows: Base Hourly Rate x Budgeted FTE (hours/annually) x 3.0% (Base hourly rate excludes: overtime, shift differential, charge differential, holiday pay, call hours, per diem bonus and stand-by pay). For example, an employee earning \$10/ hour x (72 hrs. / pay or 1872 hrs. / annually) x 3.0% would receive a lump sum of \$561.60 before taxes and FICA.

Ambulatory Care

Ambulatory Registered Nurses include all bargaining unit RNs in the Primary, Specialty, and Population Health Clinics including Urgent Cares. Current Cancer Care, Cardiac Rehab, and Urgent Care South RNs will remain on the Acute Care wage scale while they remain in their current department. All newly hired or transferring RNs in Cancer Care, Cardiac Rehab, and Urgent Care South after the ratification date will enter into the Ambulatory wage scale and union contract language specific to Ambulatory RNs.

1. On June 1, 2024, upon date of ratification all Ambulatory RNs initial base wage (not including any differential received) placement on the new YEAR 1 wage scale and will occur in one of the following ways:

All current Ambulatory RNs will be placed on the new YEAR 1 wage scale on the Step that is commensurate with the nurse's years of experience.

- a. If a currently employed Ambulatory RN’s current true base wage is higher than the commensurate step for years of experience, the RNs true base wage will be frozen until their current base wage is equal to or less than where they would have progressed on the scale based on their years of experience. This means their wages have equalized to that of nurses with the same years of experience.
 - i. True base wage equals current wage minus \$2.50/hr for Coordinator, Navigators, and Care Managers and/or minus \$2.50/hr for cert pay.
 - ii. Example: If a current Ambulatory Care RN’s base rate is \$37.50/hr, but their years of experience correlates to step 7 at \$34.15 they will freeze at their current true base wage of \$37.50/hr until their years of experience and lateral wage increases match which would be in June of YEAR 3 on the wage scale at which time they would go to \$37.69.
 - iii. Ambulatory RNs are placed on their appropriate years of service. If their current wage is above their appropriate placement wage their wage will be protected and not reduced. These RNs will receive a 2% lump sum Year 1 (2025), 2.5% Year 2 (2026), 3% Year 3 (2027) each January in lieu of other step

increases until their years of experience and their wage equalize. At which time they will begin to get step and lateral increases and shall receive the dollar amount and a lump sum making the total increase 2% for that year.

- b. All other Ambulatory RNs will be placed on the YEAR 1 wage scale at the step commensurate with their years of experience, receive that initial placement increase, and receive all other wage and step increases as defined below in this section.
 - c. Current Coordinators in Ambulatory Care working a coordinator shift will clock in as coordinator nurse and will receive a coordinator nurse differential of \$2.50/hr. Newly hired Ambulatory Coordinators will receive a \$2.50/hr differential.
 - d. Current Nurse Navigators and Care Managers will receive a \$2.50/hr base increase after placement on the wage scale based on years of experience. Newly hired Nurse Navigators and Care Managers will receive a \$2.50/hr base wage increase after placement on the wage scale based on years of experience.
 - e. No nurse shall receive a reduction in pay with the initial wage scale placement.
2. Care Managers, and Navigators whose positions were classified as exempt under the FLSA at the time ambulatory RNs joined the bargaining unit will retain that exempt status until resignation of the position or termination. The System retains the right to change such positions, once vacated, to non-exempt positions. RNs classified as exempt are not eligible for overtime, incentive shifts, needs shifts, nor differentials, Current Care managers and navigators in the exempt status shall continue to receive their current PL accrual rates. All newly hired care managers and navigators shall receive the PL as defined in this agreement.
- E. Registered Nurses who are assigned a Preceptor Role for orienting System employees will receive an additional Two dollars and fifty cents (\$2.50) per hour for each hour worked as Preceptor. Registered Nurses who are assigned as RN Trainers will receive an additional fifty cents (\$.50) per hour for each hour worked as an RN Trainer.
 - F. Registered Nurses assigned as the Charge Nurse shall receive an additional Two Dollars and Fifty Cents (\$2.50) per hour for each hour worked as Charge Nurse.
 - G. Registered Nurses who obtain and maintain certification in a nursing specialty will be paid a differential. Certification must be with a nationally recognized organization included in the list below and require CEU's to maintain. If certification is not included on this list, it will be reviewed by the Professional Conference Committee and if approved then validated by the education department. To maintain certification pay the Registered Nurse must work primarily in their area of certification. All current Registered Nurses will be grandfathered in until their current certification expires and then they must obtain certification specific to the unit where they work the majority of their hours. Certified per diem and resource Registered Nurses must work a majority of their hours in the area where they are certified. A data log of certified Registered Nurses will be kept in the education department, and it is the Registered Nurse's responsibility to provide verification of certification upon renewal to maintain certification pay. Prior to any Registered Nurse obtaining a certification not listed in this article, the Registered Nurse agrees to obtain pre-approval from the Nursing Executive and reported to PCC. The list of nationally recognized certifications is as follow:
 1. Cardiology - RCIS (Registered Cardiovascular Invasive Specialist)
 2. Diabetes and Nutrition - NDE (Nurse Diabetic Educator)

3. Dialysis – CNN – (Certified Nephrology Nurse)
 CDN – (Certified Diploma Nurse)
 CDN – (Certified Dialysis Nurse)
4. Discharge Planning – CCM (Certified Case Manager)
5. Emergency Department – CEN (Certified Emergency Nurse)
 Trauma Certified Registered Nurse
6. Endoscopy – CGRN (Certified Gastroenterology Registered Nurse)
7. Intensive Care – CCRN (Critical Care Registered Nurse)
8. Med/Surg – RN/BC (RN with a Medical Surgical Specialty)
9. Obstetrics – RN/BC (RN with a maternal Newborn Specialty)
 IOBN (Inpatient Obstetrical Nurse)
 IBCLC (International Board-Certified Lactation Consultant)
 NICN (Neonatal Intensive Care Nursing)
 LRNN (Low risk Neonatal)
 CCRN (Neonatal)
10. Orthopedics – NAON (Nationally Accredited Orthopedics Nurse)
11. Oncology - OCN (Oncology Certified Nurse)
12. OP & Pre-Admit – CAPA (Certified Ambulatory peri anesthesia Nurse)
13. Operating Room - CNOR (Certified Nurse for the Operating Room)
14. Operating Room – RNFA (Registered Nurse First Assist)
15. Pulmonary and Cardiac Rehabilitation – CRRN (Certified Rehabilitation Registered Nurse)
16. Recovery Room – CPAN (Certified peri anesthesia Nurse)
 CAPA (Certified Ambulatory peri anesthesia Nurse)
17. Pediatrics – CPN (Certified Pediatric Nurse)
 RN/C (RN with a Pediatric Specialty)
18. Radiology – CRN (Certified Radiology Nurse)
19. Same Day Surgery – RN/BC (RN with a Medical Surgical Specialty) and CAPA
20. Special Procedures – CAPA (Certified Ambulatory peri anesthesia Nurse)
 CCRN – (Critical Care Registered Nurse)
21. Wound Care – CWOCN (Certified Wound/Ostomy/Continence Nurse)
22. Behavioral Health – Psychiatric Mental Health (PMH-BC)
23. Clinical Nurse Specialist Certification (AGCNS-BC™).
24. Infusion – CRNI (Certified Registered Nurse Infusion)
25. Ambulatory Care– AMB-BC (Ambulatory Care Nurse – Board Certified)
26. Discharge Planning – CCM (Certified Case Manager) Geriatrics – GERO-BC (Gerontological Nurse – Board Certified)
27. Orthopedics – NAON (Nationally Accredited Orthopedics Nurse)
28. OP & Pre-Admit – CAPA (Certified Ambulatory peri anesthesia Nurse)
29. Pain Management – PMGT-BC (Pain Management Nurse – Board Certified)
30. Wound Care – CWOCN (Certified Wound/Ostomy/Continence Nurse)
31. Behavioral Health – Psychiatric Mental Health (PMH-BC)

Certification Pay will be paid an additional Two Dollars and Fifty Cents (\$2.50) per hour.

- H. A Registered Nurse with a master’s degree in nursing or other health related field as approved by PCC and education committee will be compensated with certification pay.

- I. The System will reimburse one hundred percent (100%) of the certification exam fee upon proof of successful completion one time. Subsequent recertification fees will be reimbursed by the System at 100%. The Registered Nurse is responsible for maintaining CEU's for recertification.
- J. Call Back Holiday Premium Pay: Registered Nurses who are on call for their department shall be compensated at one and one-half (1½) times the regular straight time hourly rate of pay, including appropriate differentials provided in this Agreement for all hours worked during the on-call period. Nurses working in OR, PACU, ENDO, Cath Lab, Dialysis, DI, WAC-SOS, and Home Health/Hospice will receive a \$200 bonus for being called in on their holiday. On-call pay shall be paid according to Paragraph 22.4.
- K. Incentive Pay: The System will commit to pay time and one-half for such additional hours worked, provided the following conditions are met:
 - 1. The Registered Nurse being called in was not previously on an "on-call" status.
 - 2. No other qualified Registered Nurse was available to perform the work in question.
 - 3. Patient care conditions require additional assistance on the unit in question
 - 4. The Registered Nurse has not been offered this shift prior to this date
- L. SPH will pay a \$1500 Retention Bonus prorated to your FTE on May 31, 2027, to all RNs that are employed at ratification and still employed on May 31, 2027, if SPH operating margin is 3.5% or higher in FY27.

DEFINITIONS

- PL = Personal Leave (vacation, holidays, sick)
- EI = Extended Illness (used for own serious health condition)
- ELU = Excused Leave Unpaid (used for low census only)
- ELP = Excused Leave Paid (used for low census only)
- FTE = Full Time Equivalent
- PCC = Professional Conference Committee
- PCS = Patient Care Services
- NG = New Grad

CODE FOR NURSES

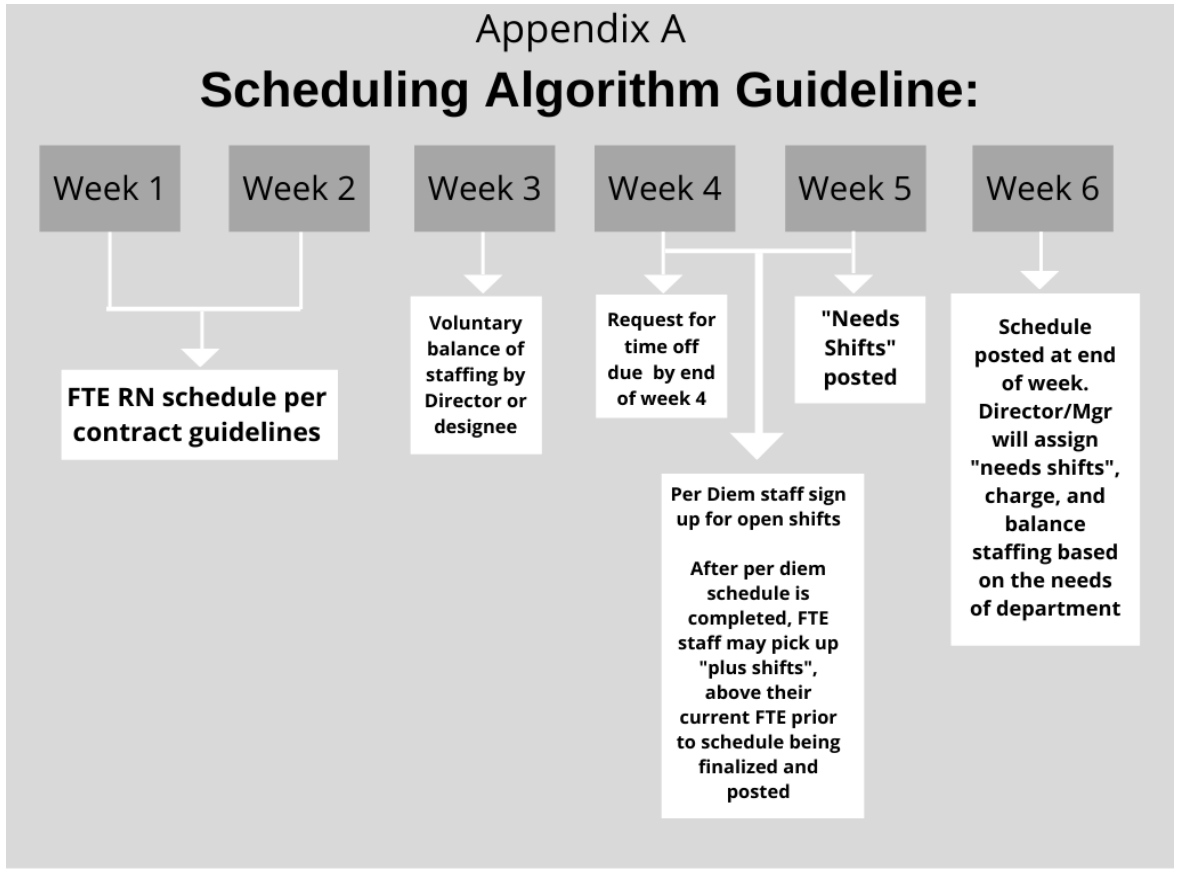
1. The nurse provides services with respect for human dignity and the uniqueness of the client unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
2. The nurse safeguards the client's right to privacy by judiciously protecting information of a confidential nature.
3. The nurse acts to safeguard the client and the public when health care and safety are affected by the incompetent, unethical, or illegal practice of any person.
4. The nurse assumes responsibility and accountability for individual nursing judgment and actions.
5. The nurse maintains competence in nursing.
6. The nurse exercises informed judgment and uses individual competence and qualifications as criteria in seeking consultation, accepting responsibilities, and delegating nursing activities to others.
7. The nurse participates in activities that contribute to the ongoing development of the profession's body of knowledge.
8. The nurse participates in the profession's efforts to implement and improve standards of nursing.
9. The nurse participates in the profession's efforts to establish and maintain conditions of employment conducive to high quality nursing care.
10. The nurse participates in the profession's efforts to protect the public from misinformation and misrepresentation and to maintain the integrity of nursing.
11. The nurse collaborates with members of the health profession and other citizens in promoting community and national efforts to meet the health needs of the public.

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Unit Based Councils

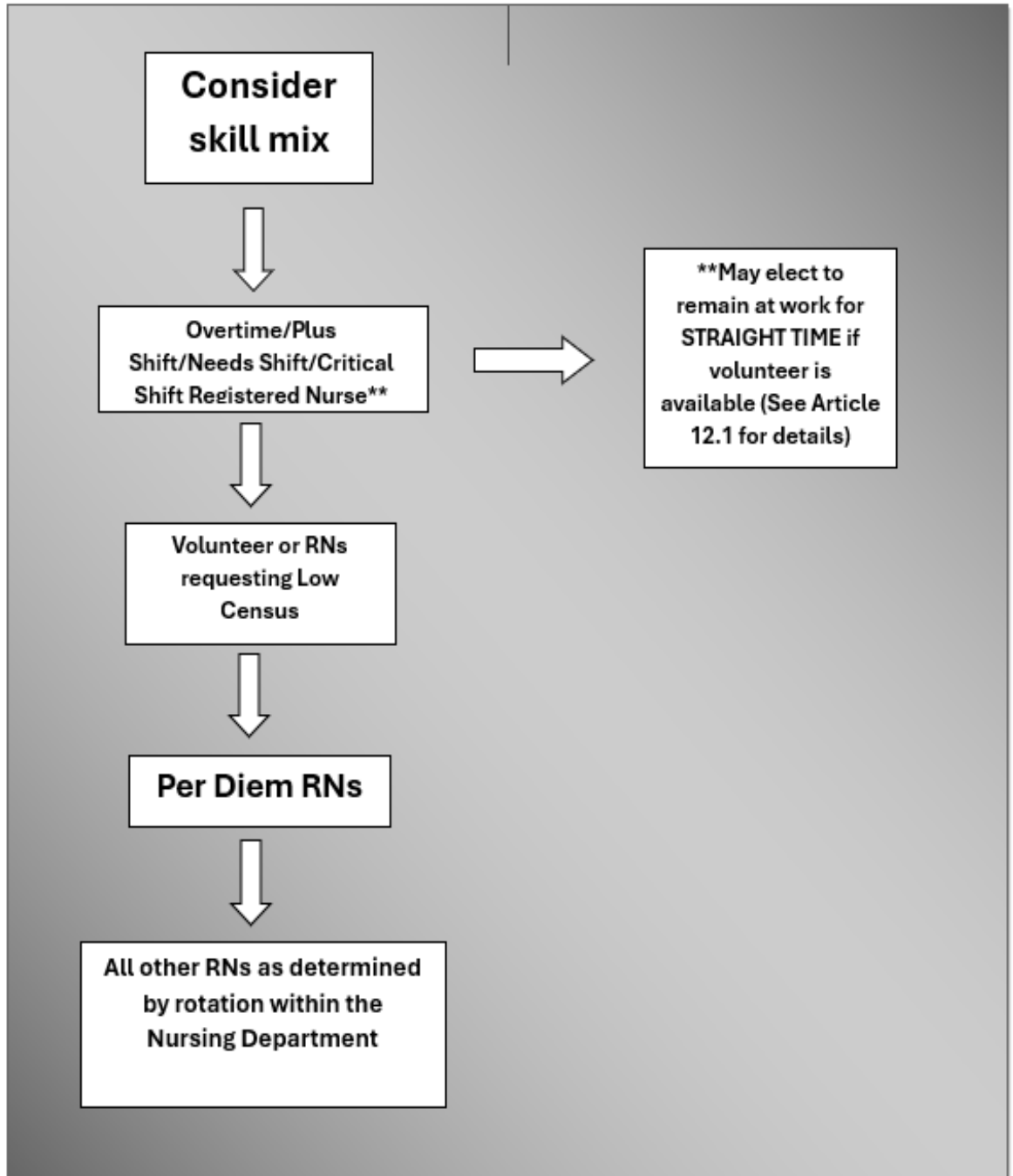
1. **DEFINITION** Unit Based Councils (UBC) is a decision-making model which affords the professional nurse autonomy. UBCs empower nursing staff to contribute collectively to the processes related to nursing practice and the nursing work environment.
2. **PURPOSE** Every nursing unit will be provided the opportunity to have a UBC or be combined with another area to form a UBC. The UBC will identify and recommend solutions to unit-related issues. Directors shall help to facilitate, inform, and give guidance on approval processes, particularly involving money, time and resources. The decisions of the council stand as a guideline for that unit. Staff disciplinary issues may not be addressed by UBC. Additional details framing the UBC can be found in individual UBC charters. The UBC focus includes: educational needs, patient care quality and satisfaction, safety, interdepartmental relations, work environment, employee satisfaction, employee engagement, cost management and using resources effectively, staff growth and development, serving as part of a core group to participate in new hire interviews for their unit, inviting experts on specific topics and gathering information internally or externally, and directives from regulatory agencies or administrative council for the purpose of compliance and implementation.

MEETINGS AND MEMBERSHIP The UBC meetings and membership structure will be determined by each Unit's Council as guided by the Nursing Practice Council. The UBC will provide the meeting agenda and meeting minutes to all staff members. UBCs shall meet at regular intervals at an established time for a sufficient time period to address the agenda, as determined by the UBC. An election process shall be determined by the specific UBC and each UBC shall be responsible for maintaining their own bylaws. Each UBC shall have nurse members and support staff sufficient to represent the unit and will be paid to attend. All employees have the opportunity to attend.



APPENDIX B

Floating and Low Census Algorithm Guideline:





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