

Contract Between

**MONTANA NURSES ASSOCIATION
LOCAL #5**

&

ST. JAMES HEALTHCARE

7/1/2019 - 3/12/2023

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ARTICLE 1 - PROLOGUE

A. CONTRACT PARTIES

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

B. OMNIBUS CLAUSE

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

C. RECOGNITION AND MEMBERSHIP

1. Covered Associates – The terms hereof shall govern the wages, hours and other working conditions of all Registered Nurses (RN's) employed by the Hospital excepting, nevertheless, Assistant Clinical Director as defined by the Labor Management Relations Act and all RN's employed as members of Hospital's administrative staff.
2. Hospital Recognition of MNA – The Hospital recognizes the Association as the sole representative for bargaining purposes of the Staff Nurses, as defined in the Hospital's job description, with respect to salaries, rates of pay, hours of work and other terms and conditions of employment and practice.
3. Agency Shop
 - a. Any present or future associate who is not an Association member and who does not make application for membership within thirty (30) days of hire or thirty (30) days from the signing of this contract shall, whichever is later, as a condition of employment, pay to the Association, a representation fee in an amount lawfully determined by the Association.

The representation fee shall be equal or less than the regular monthly Association dues. Nurses who fail to comply with this requirement shall be discharged by the Hospital within 30 days after written notice to the Hospital from the Association. The Association agrees to indemnify and hold the Hospital harmless against any and all claims, suits, orders, or judgments brought or issued against the Hospital as a result of any action taken by the Hospital under the provisions of this section.

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

- c. Any associate who can document sincere religious belief in a religion which historically has held objection to any participation either financially or by participation in a professional association or labor organization will be held in compliance with section 1.331 of this article. They will be requested to present proof to the Montana Nurses Association of having contributed an amount equivalent to annual dues, initiation or service fees to any non-religious, non-labor, 501,c3 charitable organization The Hospital shall not be held liable in any way for enforcement of this section.
 - d. The Hospital shall, upon receipt of signed authorization forms from the nurse, deduct the established monthly amount of Association dues and forward the same to the Montana Nurses Association or to the appropriate charitable organization as per religious exemption as outlined above.
 - e. It is understood that the failure of compliance with the Association security provisions of this section relates solely to dues and initiation fees uniformly and periodically required of all members of the Association.
- 4. Contract Copies – At the time of employment, a copy of this agreement, provided by the Association, shall be distributed by the Hospital to each nurse. Further copies shall be available to any currently employed St. James Healthcare RN, without cost, in the Human Resources Department.
 - 5. Membership Lists – The Hospital will provide the Association with a list of newly hired and terminated nurses each month. A copy of this list will be given to a member of the local unit upon request.

D. MANAGEMENT RIGHTS

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

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

- a. To conform existing programs to the requirements of federal and state statutes, regulations, ordinances, or codes.
- b. Management of Hospital's business, including fundraising efforts and grant applications.
- c. To determine technological changes to improve the services, methods, and processes to be employed in Hospital operations.

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

4. Rules that establish significant changes of working conditions not inconsistent with the terms of this agreement shall be posted no less than fourteen (14) consecutive days in advance of implementation.

E. ASSOCIATE STATUS

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

Definitions:

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

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

2. Regular Status: Regular status will be assigned to full-time and part-time associates upon satisfactory completion of their period of entry probation.
3. Regular Full-Time Employment: Associates who have completed their probationary period and regularly work 72 hours per pay period as scheduled by the Hospital in authorized positions will be regarded as regular full-time associates. Regular full-time associates may hold more than one bid in multiple (shared) home departments.

Twelve Hour Shifts: Nurses who work 72 hours per pay period shall be considered to be working full time for the purpose of medical/dental and life insurance benefits.

Notwithstanding any other provisions of the labor agreement:

- a. The standard workday shall consist of twelve (12) hours work to be completed in 12 ½ consecutive hours with a 30-minute meal period if the nurse is relieved of her duties during the period.
- b. Overtime (time and ½) will not be paid until the total of hours worked exceeds twelve (12) hours (excluding one-half hour for lunch period) in any one day, or forty (40) hours in any one week.
- c. Rest periods shall be granted in accordance with Article 2, Section A, Item 1 of this agreement.

4. Regular Part-Time Employment:

- a. Associates who regularly accept assignments of 40 working hours per biweekly pay period as scheduled by the Hospital in authorized positions, will be considered regular part-time associates and will be entitled to the appropriate benefits covered in this agreement.
- b. Nurses who regularly work between 40 hours and 71 hours in a two (2) week pay period, shall accrue benefits as a part-time associate.
- c. No RN will automatically be changed from part-time to per diem if the required hours are not met. When it is observed that the minimum hour standard is not being satisfied:
 - 1) The RN involved will be notified in writing.
 - 2) The RN will be given the opportunity to make up deficient hours, which are available from open shifts on the schedule, to meet scheduling needs on their usual shift unless otherwise agreed.
 - 3) If the RN is requesting the status change, it must be done in writing for management approval.
 - 4) Should RN decline, they may be terminated.

5. Per Diem Employment:

- a. Associates who accept assignments on a day-to-day basis as needed by the Hospital will be considered per diem Associates. Such nurses who work less than 40 hours every two weeks shall be considered per diem and not be eligible for benefits.
- b. A per diem nurse will receive wages as set forth in Article 3, overtime pay (time and ½), time and one-half their regular hourly rate for holiday work, and per diem differential (contained in Article 3, Section D, item 4) and will be covered under the other sections of the agreement, except shall be excluded from sections dealing with additional economic and fringe benefits (Article 3, Section E 4,5,6,7,8; Article 4, Section A 1 thru 7; Article 4, Section B)).

6. Patient Service Coordinator – Patient Service Coordinators shall be a bargaining unit member who, in addition to performing nursing tasks, is designated by nursing management of the Hospital to be in charge of nursing functions of all staff associates, including other professional nurses, on a designated shift and in a designated area. A job description specific to the designated shift and area shall be available to the nurse so designated who shall be oriented to the position.

7. Shift Lead - Shift Lead shall be bargaining unit member assigned by the department Director/Supervisor to oversee nursing functions in a specific nursing group. The Shift Lead will be assigned on an as need basis. Shift Leads will be responsible for clinical and personnel oversight to ensure optimum workflow and quality patient care.
8. Float Nurses – Regularly assigned float/relief nurses may be assigned per group in advance on the posted schedule. A float/relief nurse may apply for any posted position, and will no longer be considered a float if given that position
9. Transport Nurse - The Hospital will maintain a current volunteer list of nurses who have agreed to accept assignments by the Hospital as a transport nurse for St. James' patients.

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

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

10. Preceptor Nurse – RN's who complete preceptor training shall be eligible to receive preceptor pay at \$2.00 per hour for precepting and/or orientating new RN hires or RN's who have made position changes to a department in which the preceptor has at least 2 years' experience. The ability to precept and receive preceptor pay requires observance of the Hospital's Preceptor Program rules and regulations.
11. Continuous Service – Continuous service begins with the date of employment at the Hospital and is used to compute associate benefits. The continuous service date is recognized after the probationary period is completed. Continuous service is broken by:
 - a. A termination – voluntary resignation of an associate.
 - b. A discharge for just cause.
 - c. A failure to report for work at the expiration of a leave of absence in accordance with the terms of the leave.

12. Agency Nurses – Agency Nurses (an associate of a subcontracting employment agency) shall not be covered by the provisions of this agreement, provided however, that Agency Nurses shall not be used to defeat the right of bargaining unit Nurses as specifically provided for in this agreement.

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

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

- 8 hours of work (to be completed in 8 ½ consecutive hours).
- 10 hours of work (to be completed in 10 ½ consecutive hours).
- or 12 hours of work (to be completed in 12 ½ consecutive hours).
with a 30-minute meal period if the nurse is relieved of her duties during this period.

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

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

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

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

- 1) All full time, part time, and per diem nurses are eligible for tuition assistance. At time of application for tuition assistance, per diem nurses must have met status requirements set forth in Article 3, Section D, #4 to be considered eligible for assistance.
- 2) Individual must receive prior approval from his/her Clinical Director prior to registering for educational advancement directly job related (i.e., ACLS, PALS, NRP, ENPC, TNCC).
- 3) The assistance applies to tuition (registration), fees and books expenses. Provided however, upon mutual agreement of the Hospital and nurses in a program area, the amount described in paragraph #6 below may be utilized to purchase appropriate audio-visual and other written program materials for onsite use and instruction.
- 4) Class time must not adversely conflict with work schedules.
- 5) Accepted educational opportunities include accredited educational institutions within the community, i.e., Montana Tech, Montana Tech Division of Technology or sanctioned workshops or correspondence courses.
- 6) Reimbursement of eligible tuition costs will be granted up to a maximum St. James Healthcare participation limit of \$200.00. The \$200.00 per year educational reimbursement will roll over, not to exceed \$400.00 per RN. Partial reimbursement will not be rolled over. Each RN is eligible for a one-time additional \$200.00 certification reimbursement. Nurses who transfer positions within the Hospital shall become eligible again for the one-time additional \$200.00 certification if their current certification is no longer applicable.
- 7) To be eligible for reimbursement the final grade report must evidence a grade of "C" or higher, or satisfactory completion of course, plus registration receipts must be submitted to the Human Resource Department for authorization of reimbursement.

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

- 8) Prepayment for approved workshops may be made to sponsoring agency prior to course. Documentation of successful completion must be supplied to Director. If successful completion is not documented, associate is responsible to reimburse hospital the amount prepaid.

- 9) Full tuition reimbursement AND HOURLY WAGE shall be provided by the Hospital for Hospital mandated programs. For non-mandatory in-service continuing education, the Associate will not be paid their hourly wage.
- 10) All staff attending tuition assisted offerings shall be responsible for sharing appropriate and applicable information to affected hospital care and service areas. Prior to attendance, the manner in which the information will be shared will be determined with their Director.
- 11) Individual must receive prior approval from his/her Clinical Director prior to registering for educational advancement directly job related (i.e., ACLS, PALS, NRP, ENPC).
 - a) Trauma Nursing Core Course (TNCC) Certification will be mandatory for all nurses working in the Intensive Care Unit (ICU) and Emergency Department.
 - b) All new hires and nurses who transfer into ICU or Emergency Department nursing positions will have nine (9) months from the date of hire or transfer to obtain TNCC Certification.
 - c) The Hospital will annually provide, at the Hospital's expense, a 1-day class to renew TNCC Certification onsite at SJH. The Hospital will provide a minimum of one-month notice to all Associates for the dates of both the annual renewal class and the initial certification class.

In 2018 and each year thereafter, the one-day renewal class will be offered onsite on one occasion per year at management's discretion. Beginning October 15, 2017, all new hires and nurses who are not certified that transfer into the ICU or Emergency Department must attend a 2-day initial TNCC certification class at St. Vincent Hospital in Billings, Montana. St. James will pay travel expenses for associates attending that training, including meals, lodging, and mileage reimbursement. All associates will be paid their hourly base rate for time spent in TNCC training.

If an associate fails to renew his or her TNCC Certification by attending the annual classes offered at the Hospital, the cost to renew TNCC Certification will be at the associate's expense. Associates may use, if funds are available, their annual education dollars to pay for a certification course taken elsewhere, provided all the requirements of the program are met.

- d) Associates who fail to timely obtain or renew their TNCC Certification may be subject to discipline, including suspension until their TNCC certification is obtained, or temporary transfer to a vacant position for which they are qualified outside of the ICU and Emergency Department, should any exist. The Hospital may consider exigent circumstances and extend the timeline above if warranted.

If TNCC Certification is not obtained by December 15, 2017, or is not renewed within sixty (60) days of expiration, the associate will no longer be qualified for their position and will be terminated, and the Union agrees not to grieve such a termination.

3. Time at Designated Committees – Nurses shall be compensated at base hourly rate for all time spent in any appropriately developed, job related committee.
4. Jury Duty – Regular, full-time, and part-time nurses who are called to serve on jury duty shall be compensated by the employer for hours spent in jury service, not to exceed an amount equal to their regularly scheduled shifts. The associate may retain the payment from the Court as well as receive regular wages.
5. Hospital-Requested Testimony – When a nurse is called for testimony on behalf of the Hospital, he/she shall be paid his/her normal base hourly wage at straight time and overtime (time and ½) if applicable, for any time spent traveling and providing the requested testimony. Additional time spent preparing for such testimony shall be similarly compensated, provided that the nurse has obtained prior approval for a reasonable amount of preparatory time from Risk Management.
6. Excused Non-Paid Absences – Non-paid personal absence may be granted associates for “good or sufficient reason” justifying and associate’s absence from work. Requests for such non-paid personal absences shall be made at least twenty-four (24) hours in advance except in case of emergencies that prevent such advance notice. Requests for non-paid personal absences shall be subject to Hospital approval and shall not exceed two consecutive days; provided however, such approval shall not be unreasonably withheld.
7. Shift Times – No nurse shall be required to rotate shifts, except in an emergency, or unless written notification of shift change has been provided to the affected nurse prior to the posting of the schedule.
8. Shift Lengths – Longer or shorter shift lengths may be established by mutual agreement between the Hospital and the Nurse. The Hospital may continue any such changed shifts for a trial period of at least three (3) months, provided that any nurse, upon four (4) weeks’ written notice, may elect to rescind the changed shift lengths.

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

1. Seniority:

- a. Seniority as used herein shall be based upon compensable hours as defined in Article 4, Section A, Item 2.
- b. All beginning associates shall be probationary associates during their first six (6) consecutive months of employment, and during the probationary period they will have no seniority or right to employment and may be discharged or disciplined with or without just cause. Upon successful completion of the probationary period seniority shall be retroactive to date of hire.
- c. The seniority rights of associates shall not impair the right or ability of the Hospital to discharge or otherwise discipline associates for just cause. Nurses who have passed the initial new hiring probation and are placed in the disciplinary program will not lose seniority or benefits.
- d. Seniority shall be terminated by:
 - Discharge for just cause; or
 - Voluntary quit or resignation; or
 - Twelve (12) consecutive months of unemployment through layoffs; or
 - Failure to report to work after a layoff within forty-eight (48) hours after the time of being personally notified; or
 - Securing other employment during a leave of absence, unless the taking of other employment is expressly granted in the leave of absence; or
 - Retirement under any applicable Hospital pension plan.
- e. Seniority shall be used for no purpose unless expressly stated in this contract. Nothing in this section shall be construed to limit the right of the Hospital to determine the number of associates, the establishment or elimination of services, or the right to enlarge or reduce staff.
- f. The least senior nurse in the Group floats to adjust staff to census within the Group if he/she is equally qualified. A nurse may volunteer to float in place of the least senior nurse.

g. A nurse may volunteer to float to an area outside her group rather than take a TFR assuming:

- 1) Patient care needs on the unit to be floated to require additional staff.
- 2) Nurse meets competencies of “float” unit, i.e. PALS.
- 3) Nurse has received training/orientation to the “float” unit.

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

2. Temporary Force Reduction

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

- 1) The assigned hours off shall be offered to associates in the shift and group involved in the order of their greater seniority. All associates desiring to volunteer for TFR time shall contact the staffing office/house supervisors.
- 2) TFR/On-Call reductions shall take place in the affected nursing group, by shift, by first assigning them to volunteers (by seniority), and then to the least senior associate in the nursing group on a rotating basis. During instances of an involuntary TFR/On-Call, no per diem nurse will be utilized for nursing care within the nursing group for that shift. Any voluntary TFR/On-Call days taken will count as a mandatory turn.
- 3) Nurses who receive a TFR/On-Call assignment shall be allowed to use any available accrued PTO time while on TFR for those hours.
- 4) Assigned hours off due to a TFR/On-Call shall be recorded and reported as temporary force reduction without pay, but seniority and other fringe benefits shall continue to accrue without interruption.
- 5) The TFR/On-Call seniority list is kept in the House Supervisors’ Office and will be updated, and seniority hours adjusted. New RNs will be added to the list available for rotation once they have completed orientation. When the list is updated previous TFR/On-Call days taken will be retained.
- 6) Half of a RN’s regularly scheduled shift will count as a mandatory On-Call taken.

7) For TFR/On-Call situations where an Associate has agreed to work an extra shift prior to the schedule being posted, the following process shall be followed:

- a) Orient or cross train any RN, if appropriate and with approval of the director,
- b) Ask for volunteers; if multiple RNs volunteer for the shift, the current TFR process will be followed as defined in Section 2 above,
- c) Per Diem,
- d) Rotate by seniority

h. Nursing Groups

- 1) Medical - Surgical
Medical/Surgical
Pediatric
- 2) Critical Care
Intensive Care
- 3) Surgical Services
Post Anesthesia Care Unit
Pain Center
Patient Service Center
Operating Room
Endoscopy
Ambulatory Surgery/Prep & Recovery
- 4) Obstetrics
Labor and Delivery
Nursery, Well Baby and NICU
Post-Partum
- 5) Hemodialysis
- 6) Cancer Treatment Center
- 7) Cardiovascular Service Line
Special Procedures/Cath Lab
Cardiac Rehab

8) Emergency Department

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

3. Layoffs and Recall

- 1) A layoff is defined as a separation from employment because of a reduction in force or reorganization caused by reasons that do not reflect discredit on the nurse or nurses to be laid off.
 - 2) Ability and qualifications being equal, seniority as defined herein shall govern in layoffs and rehiring. The Hospital will be the judge of ability and qualifications. Layoffs will be in reverse order of seniority. Probationary associates shall be laid off prior to the layoff of associates who have completed their probationary period.
 - 3) Whenever a layoff or recall occurs, the Hospital may assign and reassign nurses to effectuate the staffing needs of the Hospital necessitated by the reduction in force, prior to implementing any requests for transfers to vacant positions.
- j. A nurse who has been laid off within the preceding twelve (12) months shall be recalled in the inverse order in which he/she was placed on layoff, provided he/she is qualified to perform the duties of the position available. A nurse who is passed over retains his/her position on the recall list. Recall rights shall be forfeited if the nurse fails to keep the Hospital advised of address and/or fails to report to work within 48 hours of the recall notice.
- k. The Hospital will attempt to give at least five (5) days' notice of a permanent layoff, but in no event shall the notice be less than forty-eight (48) hours.

4. Bargaining Unit Position Changes

Bargaining unit position changes shall be made from within the Patient Care Services Department unless no qualified bargaining unit nurse makes application. Ability and qualifications being equal, the Hospital will recognize seniority in effecting changes in job status among those who have made prior application for the position. "Ability and qualifications" will include, but not be limited to an assessment of the applicant's work experience, license/credential, references, competencies, technical proficiencies, communication skills, and ability to work as a team member.

Ability, qualifications, and seniority will be considered in the selection of RN positions. Discipline only within the past six (6) months may impact an Associates ability to transfer or obtain a position change. For the purposes of this subsection, a nurse who has maintained per diem status may accrue and/or retain up to 3,000 hours seniority for the purpose of obtaining consideration for open positions.

5. Acquisition and Retention of Seniority

- 1) Seniority can be accrued only by compensable hours gained in the bargaining unit.
- 2) Nurses who leave the bargaining unit for the purposes of accepting a non-bargaining unit position at St. James Healthcare that involves patient care, medical services administration, or other positions which utilize the professional education, training and work experience of the associate, shall have bargaining unit seniority frozen for a consecutive two year period of time following each transfer occurrence to the non-bargaining unit position. If nurses return to the bargaining unit within this consecutive two-year period of time, bargaining unit seniority will be retained in full. Bargaining unit seniority will be retained to a maximum of 3,000 hours if nurses return to the bargaining unit after the consecutive two-year period of time.
- 3) Nurses who accept temporary positions can accrue and retain seniority in accordance with Article 2, Section 5.

6. Termination of Employment

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

7. Discipline

- a. No nurse will be disciplined or discharged except for just cause after successful completion of the probationary period. In taking disciplinary action, the Hospital shall follow the principle of progressive discipline directed toward the goal of correction, provided, however, the parties acknowledge that the Hospital by its policies has established circumstances justifying immediate suspension or discharge.

Professional Coaching:

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

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

- b. Discipline, when administered, will be done in accordance with the Hospital's written policies and procedures, in one or more of the following forms and normally, but not necessarily, in the following order: (1) Written verbal warning; (2) written first (1st) conference; (3) written second (2nd) conference ; (4) suspension; (5) discharge.
- c. Formal disciplinary action shall take place in a private area. All disciplinary proceedings are subject to the grievance/arbitration clause. All disciplinary entries in the personnel file not involving termination shall state the corrective action expected of the associate. During the probationary period, an associate may be discharged without the right of grievance or appeal. All written reprimands, notices of suspension and notices of discharge shall become a part of the associate's personnel file and shall be read and acknowledged by signature of the associate.

C. SCHEDULING

1. Posting – Time schedules and days off shall be posted at least 10 calendar days in advance for a six (6) period. Posted schedules will be changed only after prior notification has been given and agreed upon by the affected nurse.

2. Weekends:

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

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

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

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

Any regularly assigned associate working the weekend shift will receive a differential of \$1.75 per hour for all hours worked on that shift.

3. Orientation:

- a. Orientation for new hires shall be for a period of six (6) weeks inclusive of all areas within the group which may be extended, decreased or modified based upon the nurse's prior experience, prior employment with St. James Healthcare, or familiarity with the assigned positions. An Association representative(s) shall receive ample opportunity to provide in-person membership information to nurses during new hire clinical orientation.
- b. Orientation for all nurses who transfer to another department shall normally be for a period of one week which may be extended, decreased, or modified based upon the nurse's prior experience or familiarity with the new department. Junior nurses shall be given the first opportunity for orientation to units within the group.
- c. Except in an emergency, before being assigned to a temporary job assignment a nurse who has not worked in an area for one (1) year shall be given a one (1) day "refresher orientation" to the area.

D. TIMECARDS

1. Associates are required to clock in and out for each scheduled shift. Time clocks and/or KRONOS online may be used to accurately record start and stop times. Associates leaving the premises prior to the regular end of their shift must obtain prior approval from management and are required to clock out and clock in.
2. All associates are responsible for clocking their own timecards. The Hospital will do its utmost to keep time clocks synchronized.

3. If an error is to be corrected or time clarified, associates may document the error on Kronos editing sheet or by notifying their director/house supervisor-before 7:00 a.m. on the day payroll closes. If after 7:00 a.m. on the day payroll closes, the associate must notify their director. If the director has submitted payroll, the correction will be made on the next pay period.
4. The Employer will provide a paystub explanation key with each bi-weekly paystub available to each associate from the Landing.

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

ARTICLE 3 – SALARIES

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

Steps	YEAR 1 (3/13/20 - 3/12/21)		YEAR 2 (3/13/21 -3/12/22)		YEAR 3 (3/13/22 - 3/12/23)	
	2%	2%	2%	2%	2%	2%
	ASN	BSN	ASN	BSN	ASN	BSN
1	\$ 27.99	\$ 28.92	\$ 28.55	\$ 29.50	\$ 29.12	\$ 30.09
2	\$ 28.55	\$ 29.50	\$ 29.12	\$ 30.09	\$ 29.70	\$ 30.69
3	\$ 29.12	\$ 30.09	\$ 29.70	\$ 30.69	\$ 30.30	\$ 31.30
4	\$ 29.70	\$ 30.69	\$ 30.30	\$ 31.30	\$ 30.90	\$ 31.93
5	\$ 30.30	\$ 31.30	\$ 30.90	\$ 31.93	\$ 31.52	\$ 32.57
6	\$ 30.90	\$ 31.93	\$ 31.52	\$ 32.57	\$ 32.15	\$ 33.22
7	\$ 31.52	\$ 32.57	\$ 32.15	\$ 33.22	\$ 32.80	\$ 33.88
8	\$ 32.15	\$ 33.22	\$ 32.80	\$ 33.88	\$ 33.45	\$ 34.56
9	\$ 32.80	\$ 33.88	\$ 33.45	\$ 34.56	\$ 34.12	\$ 35.25
10	\$ 33.45	\$ 34.56	\$ 34.12	\$ 35.25	\$ 34.80	\$ 35.96
11	\$ 34.12	\$ 35.25	\$ 34.80	\$ 35.96	\$ 35.50	\$ 36.67
12	\$ 34.80	\$ 35.96	\$ 35.50	\$ 36.67	\$ 36.21	\$ 37.41
13	\$ 35.50	\$ 36.67	\$ 36.21	\$ 37.41	\$ 36.93	\$ 38.16
14	\$ 36.21	\$ 37.41	\$ 36.93	\$ 38.16	\$ 37.67	\$ 38.92
15	\$ 36.93	\$ 38.16	\$ 37.67	\$ 38.92	\$ 38.43	\$ 39.70
16	\$ 37.67	\$ 38.92	\$ 38.43	\$ 39.70	\$ 39.19	\$ 40.49
17	\$ 38.43	\$ 39.70	\$ 39.19	\$ 40.49	\$ 39.98	\$ 41.30
18	\$ 39.19	\$ 40.49	\$ 39.98	\$ 41.30	\$ 40.78	\$ 42.13
19	\$ 39.98	\$ 41.30	\$ 40.78	\$ 42.13	\$ 41.59	\$ 42.97
20	\$ 40.78	\$ 42.13	\$ 41.59	\$ 42.97	\$ 42.42	\$ 43.83
21	\$ 41.59	\$ 42.97	\$ 42.42	\$ 43.83	\$ 43.27	\$ 44.71
22	\$ 42.42	\$ 43.83	\$ 43.27	\$ 44.71	\$ 44.14	\$ 45.60
23	\$ 43.27	\$ 44.71	\$ 44.14	\$ 45.60	\$ 45.02	\$ 46.51
24	\$ 44.14	\$ 45.60	\$ 45.02	\$ 46.51	\$ 45.92	\$ 47.44

25	\$ 45.02	\$ 46.51	\$ 45.92	\$ 47.44	\$ 46.84	\$ 48.39
26	\$ 45.92	\$ 47.44	\$ 46.84	\$ 48.39	\$ 47.78	\$ 49.36
27	\$ 46.84	\$ 48.39	\$ 47.78	\$ 49.36	\$ 48.73	\$ 50.35
28	\$ 47.78	\$ 49.36	\$ 48.73	\$ 50.35	\$ 49.71	\$ 51.35
29	\$ 48.73	\$ 50.35	\$ 49.71	\$ 51.35	\$ 50.70	\$ 52.38
30	\$ 49.71	\$ 51.35	\$ 50.70	\$ 52.38	\$ 51.71	\$ 53.43
31	\$ 50.70	\$ 52.38	\$ 51.71	\$ 53.43	\$ 52.75	\$ 54.50
32	\$ 51.71	\$ 53.43	\$ 52.75	\$ 54.50	\$ 53.80	\$ 55.59
33	\$ 52.75	\$ 54.50	\$ 53.80	\$ 55.59	\$ 54.88	\$ 56.70
34	\$ 53.80	\$ 55.59	\$ 54.88	\$ 56.70	\$ 55.98	\$ 57.83
35	\$ 54.88	\$ 56.70	\$ 55.98	\$ 57.83	\$ 57.10	\$ 58.99
36	\$ 55.98	\$ 57.83	\$ 57.10	\$ 58.99	\$ 58.24	\$ 60.17
37	\$ 57.10	\$ 58.99	\$ 58.24	\$ 60.17	\$ 59.40	\$ 61.37
38	\$ 58.24	\$ 60.17	\$ 59.40	\$ 61.37	\$ 60.59	\$ 62.60
39	\$ 59.40	\$ 61.37	\$ 60.59	\$ 62.60	\$ 61.80	\$ 63.85
40	\$ 60.59	\$ 62.60	\$ 61.80	\$ 63.85	\$ 63.04	\$ 65.13
41	\$ 61.80	\$ 63.85	\$ 63.04	\$ 65.13	\$ 64.30	\$ 66.43
42	\$ 63.04	\$ 65.13	\$ 64.30	\$ 66.43	\$ 65.59	\$ 67.76
43	\$ 64.30	\$ 66.43	\$ 65.59	\$ 67.76	\$ 66.90	\$ 69.11
44	\$ 65.59	\$ 67.76	\$ 66.90	\$ 69.11	\$ 68.24	\$ 70.50
45	\$ 66.90	\$ 69.11	\$ 68.24	\$ 70.50	\$ 69.60	\$ 71.91
46	\$ 68.24	\$ 70.50	\$ 69.60	\$ 71.91	\$ 70.99	\$ 73.35
47	\$ 69.60	\$ 71.91	\$ 70.99	\$ 73.35	\$ 72.41	\$ 74.81
48	\$ 70.99	\$ 73.35	\$ 72.41	\$ 74.81	\$ 73.86	\$ 76.31
49	\$ 72.41	\$ 74.81	\$ 73.86	\$ 76.31	\$ 75.34	\$ 77.83
50	\$ 73.86	\$ 76.31	\$ 75.34	\$ 77.83	\$ 76.85	\$ 79.39

Wage increases will be as follows:

1. The new Step Model contains a two-percent (2%) delta between each Step.
2. The new Step Model has unlimited Steps and is based on date of hire as a RN.
3. Effective upon ratification, the new Step Model will be effective as of July 1, 2019.
4. Effective upon ratification, all current RNs will be placed on the "Placement Scale" of the new Step Model at the closest base wage that does not result in a negative wage impact and immediately be moved to the "Make-Whole" scale and receive a 1% base wage increase as a retro bonus, retroactive to July 1, 2019 from date prior to the ratification date. If a RN has had an anniversary date of hire as an RN between 7/1/2019 to 3/12/2020 and did not receive a step increase during this period, they will move down one step on the "Make Whole" scale.

5. Effective on March 22, 2020, all RN's will be moved to the "Year 1" column in the New Scale and receive a 2% "across the board (ATB) base salary increase. The "Year 1" column is effective from March 13, 2020 to March 12, 2021. All RNs will receive a Step increase and move down one step on the "Year 1" scale on their anniversary date of hire as a RN and will show in the pay period that contains the anniversary date.
6. Effective upon March 13, 2021, all RN's will be moved to the "Year 2" column in the New Scale and receive a 2% "across the board (ATB) base salary increase. The "Year 2" column is effective from March 13, 2021 to March 12, 2022. All RNs will receive a Step increase and move down one step on the "Year 2" scale on their anniversary date of hire as a RN will show in the pay period that contains the anniversary date.
7. Effective upon March 13, 2022, all RN's will be moved to the "Year 3" column in the New Scale and receive a 2% "across the board (ATB) base salary increase. The "Year 3" column is effective from March 13, 2021 to March 12, 2023. All RNs will receive a Step increase and move down one step on the "Year 3" scale on their anniversary date of hire as a RN will show in the pay period that contains the anniversary date.

B. B.S. DIFFERENTIAL – Nurses shall receive at least \$0.90 per hour over the base scale.

C. RECOGNITION FOR EXPERIENCE – Credit for prior experience will be given to new associates so that they may begin at a higher than minimum rate. Credit given will not exceed Step 23 on the current wage scale. The maximum rate of which will not exceed the Section 3.1 salary range. Recent comparable experience shall be defined as clinical nursing experience without a significant break in nursing experience which might reduce the level of her/his nursing skills. This credit must be approved by the Human Resources Director. This recognition for experience will also be subject to confirmation through reference checks.

D. RATES/PREMIUM RATES/PREMIUM DAYS

1. Associates who work on New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day shall be compensated at 1 ½ times their straight time rate including differentials. The Hospital will equitably assign work on these shifts, so they are not worked consistently by the same nurses.

Due consideration will be given to RN requests. Holiday pay for associates who work night shift will be paid for the shifts worked on Christmas Eve and Christmas Day. All other holidays for night shift will be defined as the night before the holiday and paid accordingly.

Effective January 1, 2021: Easter Sunday will be eliminated from this contract.

The Floating Day Off will be granted to one associate per nursing department, per shift, per year. Requests for the Floating Day Off must be submitted either on Plan Sheet or designated system during Plan Sheet posting period. The first associate who requests the single day off, through designated system, in that department will be granted the day off; if Floating Day Off request is denied, associate shall be compensated at 1 ½ times their straight time rate, including differentials. This compensation will equate to floating holiday being granted. The Floating Day Off may not be used as a Holiday in Groups A and B. Nor may the Floating Day Off be used between December 15 and December 31 of each year. The Floating Day Off must be used between January 1 through December 14 of each year.

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

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

3. Float Differential

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

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

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

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

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

Any nurse assigned as a, Patient Service Coordinator, Shift Lead or Trauma Care Coordinator, in accordance with Article 1, Section E, Items 6 and 7, shall be paid a differential of \$2.15/hour. Any nurse assigned as a Charge Nurse shall be paid a differential of \$1.15/hour.

6. Certification Premium

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

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

Certification premium shall be paid an additional \$2.15 per hour premium. Maximum premium that will be paid for a single national certification or multiple certifications will be \$2.15 per hour.

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

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

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

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

- d. These certification and program premiums shall be separate and apart from the base wage rate and shall not be pyramided or compounded for overtime (time and ½) or other purposes. The maximum premium paid for all such certifications shall be \$2.65 per hour.
- e. Tuition assistance will be available for certification programs as provided for in this agreement.

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

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

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

Management and an MNA member will co-sign log sheet verifying that Hospital attempted to notify associate that they do not have to report for their scheduled shift. Associates will provide Hospital a primary contact number.

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

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

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

- b. Patient Care Services may utilize standby assignments for personnel of its selection as a substitute for a temporary reduction in force. All time scheduled as standby shall be compensated at the rate of \$3.75 per hour. When such associates are called out to work on a regularly assigned shift, they shall be compensated at their regular rate for the balance of their shift.

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

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

- c. Associates called back between the hours of 10:00 p.m. and 5:00 a.m. shall continue to be paid overtime in accordance with the above paragraph. Call backs after 5:00 a.m. shall be considered an Early Call Out and shall be compensated at 1 ½ times their regular rate and guaranteed a minimum of 3 hours. Hours worked beyond the first 3 hours shall be compensated at straight time.
- d. Effective 3.13.2020: Standby Call will increase to \$4.00 per hour.

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

- a. Voluntary Standby Call - When it is determined that nurses must be placed on standby call, an initial request for volunteers to meet these needs will be requested by the clinical directors.
 - 1) Cath Lab and Surgical Services Registered Nurses who sign up for Voluntary Standby call, to meet unplanned department scheduling needs, will be paid a \$50.00 per shift premium for every call shift covered within 48 hours of notification.
 - 2) If the standby needs are not satisfied by volunteers, Patient Care Services will then move to implement Mandatory Standby Call.
- b. Mandatory Standby Call
 - 1) Mandatory standby call will be implemented when voluntary call does not meet patient care needs.

- 2) Implementation will be announced through an emergency Labor/Management Meeting.
- 3) When Mandatory Standby Call is implemented it will be implemented house-wide for the following areas:
 - 5 Main
 - 3 Main
 - ICU
 - ER
 - OB
 - Float Pool
- 4) Call will be based upon the following priority:
 - Department
 - Skill level/ability
 - Seniority (Least senior first called back)
 - Maximum number of hours/pay period. (Maximum number of call hours worked in pay period will be 12 hours). If maximum number of hours per pay period have been met, call will then go to next senior.
- 5) Call-out should be first TFR'd in the event that TFR's are implemented. TFR's shall be unit specific.
- 6) Mandatory Call will not exceed more than 12 weeks per calendar year (January-December) per department. ~~Float Pool is considered its own department and will not be required to mandatory call for more than one department.~~

c. Emergency Call

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

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

Voluntary Call Incentive – See MOU at end of this agreement for all Voluntary Call Incentive information.

4. Call Back – Associates, not on standby, who are called back to work within 12 hours after the completion of their regular shift shall be guaranteed a minimum of 2 hours and 45 minutes of work or pay at overtime rates (2X for the call back hours on a premium day) and pay at overtime rates (time and ½) for actual time worked thereafter. Shift changes will not be included in this provision.
5. Early Call Out – Associates, not on standby, who are called out to work, prior to the commencement of their regularly assigned shift shall be compensated at overtime rates (2X for the early call out hours on a premium day) from the time they report to the time at which their regularly assigned shift commences.
6. Call Out on a Day Off
 - a. Any full-time or part-time nurse who voluntarily fills needs on a plan sheet or posted schedule on their regularly scheduled days off shall be compensated at the percent (10%) above their base hourly rate. The additional 10% is in effect only if the Voluntary Call Incentive Shift is discontinued.
 - b. Any nurse who is called out to work on their regularly scheduled day off to report to work within twenty-four (24) hours of notification, shall be compensated at overtime rates (two times (2X) on premium days) for all hours actually worked.
 - c. Nurses who are called out to work on a day off and who report to work but do not perform work shall be eligible for reporting pay for 4 hours at the straight time hourly rate of pay.
7. Overtime – Overtime will be paid at 1 ½ times the regular rate for hours worked:
 - in excess of 8 hours in one shift.
 - in excess of 10 hours in one shift.
 - or in excess of 12 hours in one shift depending on the length of the regularly scheduled shift; and
 - for all hours in excess of 80 hours in the 14 day pay period for individuals whose regularly scheduled shift length is 8 hours: or
 - for all hours in excess of 40 hours per week for individuals whose regularly scheduled shift length is 10 or 12 hours.

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

All overtime must be signed and approved by the Department Director. Both the Employer and the Association concur that overtime shall be discouraged. Time paid for PTO will not be counted as hours worked in computing overtime unless callouts occurs, that event the following would govern: Full-time associates called out to work on their regularly scheduled day off shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay. There shall be no pyramiding or compounding of overtime or premium pay.

a. Overtime Meal Periods

- 1) An Associate who works an eight (8) hour scheduled shift and who cannot be relieved from duty within six (6) hours from start of scheduled shift by the Hospital for a meal break shall be compensated for thirty (30) minutes work at overtime rates (time and ½). All overtime must be signed and approved by the Hospital Supervisor or Patient Services Director.

An associate who works a ten (10) hour scheduled shift and who cannot be relieved from duty within seven (7) hours from start of scheduled shift by the Hospital for a meal break shall be compensated for thirty (30) minutes work at overtime rates (time and ½). All overtime must be signed and approved by the Hospital Supervisor or Patient Services Director.

An associate who works a twelve (12) hour scheduled shift and who cannot be relieved from duty within eight (8) hours from start of scheduled shift by the Hospital for a meal break shall be compensated for thirty (30) minutes work at overtime rates (time and ½). All overtime must be signed and approved by the Hospital Supervisor or Patient Services Director.

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

- 2) Any associate who works four (4) or more hours before or after his or her scheduled eight (8) or twelve (12) hour shift shall be awarded an additional thirty (30) minutes pay at overtime rates (time and ½) in lieu of a meal break.

- F. BASIC PAY PERIOD - The basic pay period will consist of 80 hours in a consecutive 14-day period. All hours worked will be paid as rounded to the nearest ¼ hour.

ARTICLE 4 - BENEFITS

A. PAID TIME OFF (PTO)

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

Compensable Hours		PTO accrued per compensable Hour (based on 2,000 compensable hours per year)
FROM	TO	4/1/07 Accrual Rate
0	8,000	.093
8,001	18,000	.113
18,001	38,000	.123
38,001	PLUS	.135

2. Compensable hours for the purpose of this section shall mean all hours paid such as regular time, overtime at the straight time rate, paid PTO Time, paid Sick Leave; but does not include convenience hours such as, but not limited to, standby hours or hours off for workers' compensation. Provided, however, that when an associate loses work by reason of a workers' compensation accident or illness, after one year of employment, such absence shall be considered compensable time for a maximum of 90 days, commencing with the date of the accident or illness. When an associate loses work by reason of a non-workers' compensation accident or illness, their absence, to the extent that it exceeds the associate's accrued PTO and Sick Leave benefits, shall be considered compensable time for a maximum of 30 days beyond accrued PTO and Sick Leave benefits after one year of employment.
3. PTO Time can be accessed upon accrual. PTO Time hours accumulated will be paid to the associate at termination or layoff.
4. A minimum of 20 accrued days of PTO Time will be taken each year by each full-time associate. (At least 10 of these days must be taken consecutively.) A minimum of 5 accrued days of PTO Time will be taken each year by each part-time associate. During each Prime Time (June-August and October-December), associate can take a maximum of one, 14 consecutive day vacation. Associate must approve any changes made to cyclical schedule to cover vacation needs. If the Hospital has approved and scheduled an absence of two (2) or more days, than the nurse will not be required to provide relief coverage. This paragraph shall not be construed to affect vacation scheduling needs or practices of the Hospital.

5. PTO Time other than time used for sickness must be scheduled in advance using a designated system supplied by the Hospital and will be granted subject to the scheduling requirements of the Hospital. No payments will be made until appropriate forms have been executed. Periods of less than 5 days must be requested 1 week in advance. Periods of more than 1 week must be requested before the posting of each schedule for time off requested during a given 4-week schedule. By mutual agreement, vacation schedules will be addressed in each department with department-specific policies/protocols. Vacation time granted may exceed 14 consecutive days with the approval of the supervisor/Director.

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

PTO Time may be accumulated from year to year, however, will not exceed 350 hours. Effective 7/31/2020 associates with a minimum of 250 PTO hours banked are eligible for a one-time PTO buyout, up to 100 hours. As of August 23, 2020, accumulated PTO will not exceed 318. Effective 7/1/2021, PTO time may be accumulated from year to year, however, will not exceed 300 hours. When an MNA member has accumulated 160 hours of PTO time, they may make an election to cash out some of those hours.

CALENDAR YEAR 1

Election Period: November 15, 2019 – December 15, 2019

Payment Date for Election Period:

- First pay period in April, 2020.
- First pay period in August, 2020.
- Last pay period in December 2020

For Year 1 and for OB and Cath Lab, MNA members will be allowed to make an election that will indicate the amount of PTO cash out they want to receive during the 3 periods during the following year. The PTO that will be available for cash out is based on the amount of PTO accrued up to 80 hours each election during that year.

CALENDAR YEAR 2

Election Period: November 15, 2020 – December 15, 2020

Payment Date for Election Period:

- First pay period in May 2021
- First pay period in October 2021

CALENDAR YEAR 3

Election Period: November 15, 2021 – December 15, 2021

Payment Date for Election Period:

- First pay period in May 2022
- First pay period in October 2022

CALENDAR YEAR 4

Election Period: November 15, 2022 – December 15, 2022

Payment Date for Election Period:

- First pay period in May 2023
- First pay period in October 2023

MNA members will be allowed to make an election that will indicate the amount of PTO cash out they want to receive during the election periods during the following year. The PTO that will be available for cash out is based on the amount of PTO accrued up to 80 hours each election during that year.

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

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

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

All of the following criteria must be met:

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

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

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

1. Step 1 Process: The first day of any sick leave occurrence will be debited from the Legacy Bank and will continue until the Associate may qualify for the System Short-Term Disability (STD) benefits plan. If the Associate does not have any Legacy Bank hours, missed shifts will be debited from the Paid Time Off (PTO) bank. If the Associate does not have any PTO accrued, this time will be unpaid. Family Medical Leave Act (FMLA) absence or hospitalization qualifies for immediate Legacy Bank and/or PTO Bank access. If associate does not have any Legacy Bank and/or PTO Bank available, leave will be unpaid, unless on Short or Long Term Disability.
2. Pay for Scheduled Work Days – Legacy Bank and/or PTO Bank benefits will be used with respect to a workday on which the associate would otherwise have worked, and will not apply to an associate's scheduled days off, PTO Time off or any other day on which the associate would not have worked.
3. STD benefits may be used for continual periods of illness only for an Associate's own serious health condition for up to a maximum of 180 days that starts on the 8th calendar day of incapacity from the Associate's first day of medical absence.
4. Top-Up to Short Term Disability
Associates are allowed to Top-Up from Legacy or PTO Banks to supplement the STD Benefit up to 100% of Associate's base rate or pay. An Associate on approved STD will automatically receive the Top-Up supplement upon commencement of the approved STD benefit.

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

In order to opt out of receiving the top-up supplement, the Associate must notify the SCL Health Medical Leave Team at sclhsmalleaves@sclhealth.org. The opt out option cannot be applied to any top-up supplement that was given prior to the opt out request.

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

C. HEALTH AND WELFARE SERVICES

As of January 1, 2020, and as otherwise defined in this Agreement, all eligible registered nurses will transition to the System's standard health and well-being benefit plans and programs and will be the subject to all terms and conditions thereof. The parties shall meet and bargain the effects of plan reduction resulting in an increase of the employee contribution of greater than 15%.

1. Exposure to Contagious Disease - If a nurse has been exposed to a contagious disease and it has been approved by the Infection Control nurse that a chest x-ray, and/or appropriate laboratory test is indicated, such examination shall be provided by the Hospital without charge to the nurse.
2. Health Insurance – All regular full and part-time nurses are eligible to enroll in the SCL Health Group Health, Dental and Vision Insurance Plans. These plans allow the associate to obtain hospital/medical, well child, dental and vision benefits without requiring a health statement, provided that the associate elects to enroll within 31 days following employment. If the associate does not enroll within 31 days of employment, he/she may enroll during the annual open enrollment period or due to a qualified event.
 - a. All full-time associates eligible to enroll in the Hospital's Group Health, and Dental Insurance Plan will be entitled to enroll for coverage under associate, associate and spouse, associate and children, or associate and family as applicable, for which the Hospital will pay a portion of the premium cost thereof.
 - b. For part-time Associates, the Hospital will pay a portion of the premium costs.
 - c. For scheduled services, the Prompt Pay discount of 15% will be offered at pre-registration or at the time of service. If applied at the time of service and the payment collected is less than the actual charges, the patient must call in to the call center to have the prompt pay discount applied to the additional balance.

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

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

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

3. Dental Insurance - The employer agrees to provide a group dental insurance for each insurable, qualifying associate and their dependents. The employer shall be at liberty to make an independent selection of the insurance carrier to be utilized in providing such coverage, provided, however, that any new plan shall maintain benefits upon terms and conditions not less favorable to its associates than those currently provided by the employer.
4. Optical Insurance - The Hospital agrees to make available for purchase by the associate at a group rate an optical coverage program through the Hospital's present insurance carrier, or another carrier selected by the Hospital.
5. Life Insurance - All full-time associates are eligible to enroll in the Group Life Insurance Plan through the Hospital. The Hospital will pay one (1) times annual salary worth of life insurance for each associate. For regular part-time associates, the Hospital will provide \$15,000 worth of life insurance coverage.

For those full-time associates who desire more comprehensive coverage, they may acquire up to an additional four (4) times annual salary worth of life insurance coverage. Those associates requesting the additional coverage will have the cost of the plan handled on a payroll deduction basis.

6. Retirement Plan - Effective July 1, 2020 the current defined benefit (DB) pension plan will be frozen for all RN's who are not vested by this date. RNs hired after July 1, 2020 will not be eligible for the DB Plan. Current RN's who are vested in the DB Plan will have the DB Plan frozen as of December 31, 2020 at midnight. The provisions of this plan shall not be subject to Arbitration under this agreement.

403(b) to 401(k) Transition:

- a. As of July 1, 2020, MNA members who continue in the DB Plan through December 31, 2020 will be transitioned to the 401(k) plan with a 5% employer match.
 - b. As of July 1, 2020, through December 31, 2020 MNA members who continue in the DB Plan through December 31, 2020 will not receive the 1% 401(k) Pension Contribution.
 - c. New MNA members hired after July 1, 2020 will be enrolled in the 401(k) Plan with the 5% employer match and the 1% Pension Contribution.
 - d. All MNA members who are not vested in the DB Plan as of July 1, 2020 will be enrolled in the 401(K) plan with the 5% employer match and the 1% Pension Contribution
 - e. As of January 1, 2021, 12:01am MNA members who are frozen in the DB Plan will begin to receive the 1% pension contribution in addition to the 5% employer match.
7. On-The-Job Injuries – All associates are covered by Workers' Compensation Insurance carried by the Hospital for the protection of the associates. Injuries received at work, no matter how minor, must be reported immediately to the house supervisor or Workers' Compensation coordinator, who will arrange treatment. The associate will complete necessary forms and submit them to their director/house supervisor.
8. Workplace Violence - The Employer and Association agree to continue to keep a Workplace Violence Program in place (WVP) and update as needed through LMC.

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

In the event that an Associate 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 Associate may attend up to six (6) counseling sessions through the Employee Assistance Program at no cost to the employee.

D. LEAVES OF ABSENCE

1. Leaves of absence may be granted by the Hospital to Associates in accordance with current Hospital policy.

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

ARTICLE 5 - CONTRACT ENFORCEMENT PROVISIONS

A. GRIEVANCE PROCEDURE:

1. Steps:

Step 1: Any grievance of an associate arising out of interpretation of or adherence to the terms or provisions of this Agreement shall first be taken up by the associate with the immediate director for adjustment within 10 calendar days of the claim arising, and,

Step 2: if not satisfactorily settled within 7 calendar days by the director, the grievance shall be reduced to writing within 7 calendar days, in duplicate, and the original shall be given by the associate (and a representative of the MNA Labor Management Committee, if requested by associate) to the appropriate Chief Nursing Officer and an HR representative; and

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

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

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

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

3. In no case shall there be any consideration given to any grievance unless such notice is submitted by the aggrieved party to the other party within 30 calendar days after the occurrence of the incident subject to grievance. Failure to give such notice shall constitute a permanent waiver and bar of such grievance.
4. The employer shall have the same right to file a grievance and demand arbitration as granted to the Association herein. In the event that the employer shall file a grievance, the same shall be presented to the Unit President of the Association in writing and said representatives shall then meet to decide the grievance.

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

B. ARBITRATION

1. If a matter is referred for arbitration and the parties cannot agree upon a Montana arbitrator, they shall jointly request the FMCS for a list of 7 arbiters. Upon receipt of such list, the parties shall meet and alternately strike names from the list. Which party shall be first to strike shall be determined by chance. The last arbiter remaining on the list shall hear the matter. Each party shall bear the costs of presenting its own case. The parties shall jointly share the fees and expenses of the arbitrator whose decision shall be final and binding.
2. At any time during processing of grievance or arbitration, the parties by mutual agreement may waive the time periods set forth herein. The parties may also mutually agree to waive the steps and move directly to binding arbitration.

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY & OTHER CONTRACT PROVISIONS

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

Items contained within Section A are not subject to the grievance and arbitration procedure outlined in this Agreement.

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

Harassment, including sexual harassment, or abusive treatment of associates, patients, or other persons by supervisory or non-supervisory personnel, physicians, patients, volunteers, visitors, or vendors on any basis is strictly prohibited. This includes, but is not limited to, conduct or behavior that is severe or pervasive enough that an associate cannot reasonably perform his or her work or creates an intimidating, hostile, or offensive work environment.

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

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

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

E. ASSOCIATION ACTIVITIES

1. No associate shall engage in Association activities on an associate's work time and at an associate's work area except as provided in Section 5.11 and 5.12, and except for conferences called and conducted by the Hospital Administration.
2. Authorized representatives may enter the hospital for the purpose of ascertaining whether or not this agreement is being observed by the parties hereto provided that such visits shall be made by appointment with the CNO or Human Resources or designee, and that the authorized representative shall indicate the purpose of the visit, and shall designate the areas of the Hospital which such representative or representatives desire to visit. Authorized representatives (Union Stewards and Union Representatives) will wear provided Hospital ID badges when on-site for hospital/union business.
3. All visitations by Authorized Representative shall be conducted with decorum and appropriate discretion so as not to interfere with the patients, other staff associates of the Hospital, physicians, or visitors.
4. Association representatives who are associates of the Hospital appointed by the Association to investigate complaints or claims of grievances, shall notify and obtain permission from his or her supervisor before leaving his/her work assignment for the purpose of investigating such complaints or alleged grievances. No permission to leave work assignments shall be granted where the director/house supervisor determines that essential medical services are in progress.

5. The Association shall be permitted to post the following types of notices:
 - a. Association meeting notices
 - b. Association election notices
 - c. Notices of appointment to offices
 - d. Notices of Association social affairs
 - e. Minutes of Labor Management Committee (LMC). (Hospital not responsible for maintenance of minutes on bulletin boards.)

No other notice shall be posted unless it has been approved for posting by the Human Resources director or an associate of Human Resources and the CNO, it being agreed that such approval shall not be unreasonably withheld. The notices posted pursuant to this provision may be posted at the following locations:

- a. On bulletin boards to be provided over the time clocks in nursing units or, in the alternative nurses' lounges.
 - b. On bulletin boards, to be provided in the Emergency Department's nurses' lounge.
6. Because the Association presently has no offices or headquarters in Butte, or has no affiliation with other local union facilities, the Hospital agrees to provide a room or facility for a prescheduled regular meeting (not to exceed once per month), for the sole purpose of conducting business relating to the internal affairs of the bargaining unit or the administration of the collective bargaining agreement. The times and meeting places shall be subject to prior approval by Human Resources.

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

F. NO STRIKE – NO LOCKOUT

1. During the term of this agreement, no associate shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the Hospital.
2. The Association, its officers, agents, representatives and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in or sanction any stoppage or interruption of work, as mentioned in Item A above, or ratify or condone or lend support to any such conduct or action.

3. In addition, to any other liability, remedy or right provided by applicable law or statute, should a stoppage or interruption of work, as mentioned in Item A occur, the Association within 24 hours of request by the Hospital shall:
 - a. Publicly disavow such action by the Associates.
 - b. Advise the Hospital in writing that such action by the Associates has not been called or sanctioned by the Association.
 - c. Notify Associates of its disapproval of such action and advise the local unit chairperson to instruct such Associates to cease such action and return to work immediately.
 4. It is agreed that upon any question that arises between the employer and the Association only those members of the Association who are employed by the employer shall have the right to vote on such question. It is understood and agreed that when any question or grievance arising between the employer and the Association is submitted by the Association to a vote, it shall be voted on by local members of the Unit only.
 5. The Hospital agrees that it will not lock out Associates during the term of this agreement.
- G. ETHICAL AND RELIGIOUS DIRECTIVES – The Hospital reaffirms its dedication to the preservation of human life in all its forms and at all stages of its development. In addition, the Hospital reaffirms its belief in the moral teaching of the Roman Catholic Church as particularly expressed in the Ethical and Religious Directives for Catholic Health Facilities as promulgated by the National Conference of Catholic Bishops in November 1971.
- H. CONTRACT TERMS AS MINIMUMS – The terms hereof are intended to cover only minimums in wages, hours, working conditions, and other associate benefits. The Hospital may place superior wages, hours, working conditions and other associate benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Association. The Association shall, however, be given notice of all such changes.
- I. CONTRACT MODIFICATIONS – This contract comprises the full agreement between the parties hereto as to the matters herein contained. During the term of this agreement and any extension hereof, no collective bargaining shall be had upon any matter covered by this agreement; or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this agreement, unless mutually agreed upon by the Hospital and the Association. No pre-existing, concurrent or subsequent conditions of employment or agreement for employment shall be effective to alter or modify any of the terms, covenants or conditions herein contained unless such alteration or modifications shall be in writing between the Association and the Hospital.

- J. COMPLIANCE WITH FEDERAL & STATE LAWS – It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulation, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provisions of this Agreement are in contravention of the laws or regulations of the United States or the State of Montana, such provisions shall be superseded by the appropriate provisions of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect. In the event that federal or state law is affected that contradicts any term of this Agreement, the parties agree that the Agreement will be revised to comply with current federal and state law during bargaining for the successor contract.
- K. MONTANA NURSE PRACTICE ACT – For all RN's, the practice of nursing in the Hospital shall be in compliance with the Montana Nurse Practice Act.
- L. TERM OF AGREEMENT & CONTRACT REOPENING CONDITIONS
1. This agreement shall become effective July 1, 2019, and shall remain in effect until March 12, 2023, and from July 1 through March 12 annually thereafter unless modified or terminated as detailed below. In Year 2 of this Agreement and in the event the Hospital determines financial circumstances necessitate a contract opener, MNA agrees to the opener.
 2. Either party may terminate or reopen this Agreement for modification by serving written notice on the opposite party not less than 90 days or more than 120 days prior to the expiration date or any anniversary thereof.
 3. Notices seeking modification of the Agreement shall detail the items with respect to which change is desired. Within 30 days following receipt of a Notice of Modification, the opposite party will serve written counterproposals.
 4. During the course of bargaining which may ensue upon the reopening of this Agreement, the issues detailed by the opening notice and counterproposals shall be the only matters open for discussion.
 5. If no accord is reached by the parties by the expiration date, the entire Agreement shall expire on such date. The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

ARTICLE 7 - OB AGREEMENT

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

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

ARTICLE 8 - OR AGREEMENT

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

- A. Full time RNs in OR will be scheduled for three or four shifts alternating weekly. The week that the RN is scheduled to work three shifts he/she will be responsible for an additional available shift if the need arises due to increased surgical census. The RN will be notified the day prior if he/she will be needed the following day.

- B. RNs will be guaranteed thirty-six (36) hours per week and will be paid straight time until they reach 40 hours in a week. As per federal law, any hours above 40 hours in a 7-day work week will be paid at the overtime rate of 1 ½ times the regular rate.
- C. In the event of mandatory TFR's in the ambulatory setting (i.e. Pain Clinic, Endoscopy, Patient Service Center), the OR nurses will not be used to staff these areas in lieu of regularly scheduled staff. Following past practice, the Pain Clinic has been staffed with one OR nurse on a regular basis and this staffing practice shall continue.
- D. PTO will be taken for all requested personal days off including vacations to a maximum of 8 hours per day or 36 hours per week.
- E. In the event that RNs are released from work prior to the scheduled end of their shift due to low census, the RN with the highest accrual of hours for each week will be the first nurse to leave for the day to alleviate the possibility of overtime.
- F. OR RNs will not qualify for the following:
 - 1. Stand-by call
 - 2. Call back
 - 3. Daily overtime after 8 hours -, provided the RNs' hours do not exceed 40 hours in a 7-day period
 - 4. Time-and-one-half for premium days -
 - a. stand by call
 - b. call back
 - c. daily overtime after 8 hours— provided the RN's hours do not exceed 40 in a 7-day period
 - d. time and a half pay for premium days
- G. For all other purposes, the OR RNs will follow the contract language. In exchange of the RNs giving up all premium pays defined above, they shall receive a \$1.00 per hour differential for all hours worked.
- H. For all other purposes, the OR RNs will follow the contract language. This agreement shall remain in effect unless the Employer or MNA determines that this agreement is no longer effective. If terminated, all contractual language set forth in the MNA contract shall be reinstated. The Employer agrees to effects bargaining regarding this change.

MONTANA NURSES ASSOCIATION

By: Lacey Green

Dated: 9/15/2020

By: Robin Riley

Dated: 9/14/20

ST. JAMES HEALTHCARE

By: Judy

Dated: 9/2/20

By: Jisha & Palmer

Dated: Sept 2, 2020

ADDENDUM A

The term "BSN or BAN" shall refer to a bachelor's degree in Nursing.
The term "ASN or ADN" shall refer to an Associate degree in Nursing.

If a position vacancy is posted internally for a nursing position covered by the MNA contract, internal nurses possessing either an ASN/ADN or a BSN/BAN degree may apply. The position will be awarded based on ability, qualifications, and seniority. Unless the job description for the vacant position specifically requires a BSN/BAN degree, an internal candidate possessing a BSN/BAN degree will not be presumed to be more qualified than an internal candidate with only an ASN/ADN degree.

In addition, nurses employed by the Hospital as of September 1, 2014, with only an ASN/ADN degree, will be **exempt** from the requirement outlined in multiple nursing job descriptions, effective September 1, 2014, which requires that ASN/ADN nurses be consistently working towards a BSN/BAN degree. Any ASN applicant who has a minimum ten (10) years of acute care experience will have the above BSN requirement waived.

This Agreement specifically excludes all positions for which a BSN/BAN degree is a requirement, as opposed to a hiring preference.

If no qualified internal applicants apply for a vacant nursing position, and outside applicants are therefore considered, outside applicants possessing a BSN/BAN degree will be preferred over outside applicants with only an ASN/ADN degree.

ADDENDUM B

The night-shift Emergency Department (ED) nurses agree to following language:

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

The night-shift Obstetrics (OB) nurses agree to the following language:

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

MEMORANDUM OF UNDERSTANDING
St. James Healthcare
(“Hospital”)
AND
Montana Nurses Association, Local #5
(“UNION”)

This Memorandum of Understanding (“MOU”) is executed by and between the Hospital and the Union (“Parties”) and shall serve as an addendum to the current collective bargaining agreement between them, which is effective through March 12, 2023. This MOU may be modified with a written agreement signed by both parties.

While implementing Section 3 (STANDBY CALL), Process, (a) Voluntary Standby Call, subsection (1) \$50.00 per shift premium, in the new contract, the Hospital determined that additional language is needed to allow the Hospital the ability to adequately staff the nursing departments. The Parties recognize that RN absences will occur due to FMLA leave, staff turnover, and preparation of RN cohorts, among other reasons, resulting in a significant number of vacant RN shifts that need to be filled.

The Parties agree to the following changes to the collective bargaining agreement:

1. Section 3 (STANDBY CALL), Process, (d) Voluntary Call Incentive, will be deleted from the contract and replaced by this MOU.
2. Section 3 (STANDBY CALL), Process, (a) Voluntary Standby Call, subsection (1): *“For every shift worked of voluntary call, Registered Nurse will be paid a \$50.00 per shift premium”* will apply only if the Voluntary Call Incentive Program outlined in the MOU is not in effect. RNs will not receive the \$50 per shift premium when the Voluntary Call Incentive Program described in the MOU is in effect.
3. The OB Department and OR Department will be exempt from the Voluntary Call Incentive Shift Program described in this MOU.
4. *Section E. REPORTING PAY/REPORTING NOTICE, CALL PAY, OVERTIME, OVERTIME MEAL PERIODS CALL OUT ON DAY OFF, subsection 6, Call Out on a Day Off: (a) Any full-time or part-time nurse who voluntarily picks up a vacant shift on a plan sheet or posted schedule on a regularly scheduled day off shall be compensated at ten percent (10%) above their base hourly rate.”* This section will apply only if the Voluntary Call Incentive Program outlined in this MOU is not in effect. RNs will not receive the 10% increase in pay when the Voluntary Call Incentive Program described in the MOU is in effect.
5. If an RN signed up for a Voluntary Call Incentive Shift and then calls off for the shift, this will be counted as a “call off” under the Attendance Policy and will not count towards total shifts to earn the bonus or PTO.
6. If more than one RN signs up for the same vacant Voluntary Standby Call shift, it will be assigned to the RN with the highest seniority.

7. The RN who is scheduled for the Voluntary Call Incentive Shift will remain at home on call until patient census warrants the RN to report to work. If during the Voluntary Call Incentive Shift, it is determined that patient census does not warrant an on-call RN for that shift, the RN will be removed from on call status and on call pay will cease. If removed from on call status, the RN will still get credit for this Voluntary Call Incentive Shift for the incentive levels.
8. Once a Voluntary Call Incentive Shift RN is in the Hospital working and during the shift, census warrants a nurse to be TFR'd or placed on call, the Voluntary Incentive Shift RN will be the first to be offered TFR or on call. If the Voluntary Incentive Shift RN would prefer to remain working the shift, then all other RNs on the shift will be offered TFR or will be offered to be placed on call by Seniority. If all RNs offered TFR or to be placed on call decline, then the RN who picked up the Voluntary Call Incentive shift will be required to TFR or will be placed on call in accordance with Section 2. Temporary Force Reduction, subsection 7 of the contract.

3.521 VOLUNTARY CALL INCENTIVE SHIFT - If a Full-time or a Part-time RN chooses to sign up for a Voluntary Call Incentive Shift, ~~they~~ the RN will receive call pay for all time on call and be paid time and one-half (1 ½) for all hours worked when called in. Call pay will cease when an RN is clocked in and working at the Hospital. The RN will be on call for the Voluntary Call Incentive Shift and will be called in to work if needed due to patient census. The bonus earned will be taxed based on current IRS regulations. It shall be the nurse's responsibility to notify his/her supervisor within three (3) weeks of completion of the requisite Voluntary Call Incentive shifts in order to receive the PTO hours and/or bonus provided in this section below. The bonus will be paid in the next applicable payroll period and the PTO hours will be added in the next applicable payroll period.

When an RN signs up for at least six (6) Voluntary Call Shifts annually (January through December), the RN will earn an additional 12 PTO hours, and when an RN signs up for a total of ten (10) Voluntary Call Incentive Shifts annually the RN will earn an additional 24 hours of PTO and a \$500 bonus. These PTO hours are in addition to the RNs normal PTO accrual.

Effective November 1, 2020, when an RN signs up for a minimum of four (4) Voluntary Call Incentive Shifts in a calendar year, during the peak months below, RN will earn a \$800 bonus:

July
August
November
December

Voluntary Call Incentive shifts are posted at management's discretion. Voluntary Call Incentive Shifts for purposes of this program are calculated annually (January through December) and do not roll over from one year to the next. Voluntary Call Incentive Shifts picked up during the peak months of July, August, November, and December cannot be counted twice. The peak shifts need to be designated by the RN as part of their six (6) or ten (10) shift level or must be considered peak shifts but cannot be counted for more than one level of the incentive program. There is no cap on the number of Voluntary Call Incentive Shifts an RN may select during the calendar year.

The Parties agree that this MOU shall in no way be construed as establishing past practice between the parties.

FOR THE UNION:

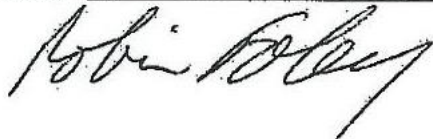
Robin Haux

Name: Robin Haux
Title: Business Agent
MNA, LOCAL #5

Date: _____

Name: Robin Foley
Title: Union Steward
MNA, LOCAL #5

Date: 7-21-20



Signature: 
Robin Haux (Aug 17, 2020 14:13 MDT)

Email: robin@mtnurses.org

FOR THE COMPANY:

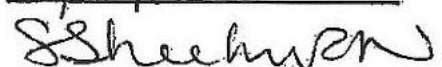


Jay Doyle
President
St. James Healthcare

Date: 8/19/20

Name: Stacey Sheehan
Title: Union President
MNA LOCAL #5

Date: 7/21/2020





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