Teamsters Union
NURSES' AIDES DIVISION
Expires June 30, 1976

AGREEMENT

This Agreement, made and entered into by and between the County of Silver Bow, Montana, through its duly qualified and acting Board of County Commissioners, hereinafter referred to as the "Employer" and Butte Teamsters Union No. 2 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America representing the Nurses' Aides and Orderlies employed in the Silver Bow General Hospital and hereinafter referred to as the "Union".

WITNESSETH THAT:

ARTICLE 1

Whereas the parties hereto have reached an agreement concerning standards of hours of labor, scale of wages, and other terms and conditions of employment as a result of collective bargaining, and whereas the parties hereto recognizes the necessity of entering into an agreement for the purpose of facilitating a peaceful adjustment of differences which may arise from time to time.

Now, therefore, in consideration of the mutual benefits to the respective parties, it is agreed as follows:

ARTICLE 2

(A) The employer has the exclusive duty and right to determine the quality and quantity of patient care, to manage the business and schedule the work. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent for the employees under its jurisdiction, and realizes that, in order to provide maximum opportunities for continuing employment, good working conditions, and a high standard of wages, the employer must be able to manage and operate its hospital efficiently and economically, consistent with fair labor standards. The Union, through its bargaining agency, agrees to cooperate in the attainment of these goals. The employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

(B) The Union is recognized as the sole representative with respect to wages, hours of work, and other conditions of employment of these persons employed by the employer at the Silver Bow General Hospital in the capacity and classification of Nurses' Aides and Orderlies.

(C) The classification of "Nurses Aide" and the duties relating thereto, shall be as outlined in "Job Descriptions for Hospitals" as prepared by the Federal Department of Labor and the United States Employment Service in cooperation with the American Hospital Association, pertinent condensation of which is attached hereto and made a part hereof.

(D) It shall be a condition of employment that all employees covered by this Agreement who are on the Hospital payroll on the effective date hereof and who are now members of the Union shall be required to be and to remain members of the Union in good standing. It shall also be a condition of employment that all employees covered by this agreement who are not now members of the Union and all new employees covered by this Agreement shall be required to
become and remain members of the Union in good standing on the 31st day after the latest of the following dates: (1) The effective date of this agreement, or (2) the date an employee is hired.

(E) Should the Union notify the employer that any person employed in the capacity of Nurse's Aide is not in good standing with Local Union No. 1, it shall be obligatory upon the employer to remove said employee from the job not later than the third day following receipt of such notice. The Union defines a member in good standing as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.

(F) No member of the Union shall be discharged or discriminated against for upholding Union principles or serving on a Union Committee, provided, however, that such activities shall not be permitted to interfere with the patient care program of the hospital, and permitted at all reasonable times, to enter the facilities operated by the employer for the transaction of matters of Union concern, provided however, that they first secure approval from the Head of the facility and that no interference with the work of the employees shall result. Such right of entry shall, at all times, be subject to General Hospital rules.

(G) The employer recognizes the established Union steward system. The employer will not discriminate against a Union steward for legitimate steward activity. This activity includes investigation of formal grievances, processing of grievances, receiving notification of serious accidents and the investigation of serious accidents and/or health hazards.

(H) The employer agrees, in accordance with General Hospital practice and procedures, to maintain reasonable provisions for the safety and health of its employees, and in conformity with the State laws and regulations.

(I) Chest x-ray and routine laboratory tests shall be provided by the Hospital without cost to the Nurse's Aides, at the option of the employee, yearly on or about the annual date of employment.

(J) Within 14 days from the date of hiring a new employee, the employer shall notify the Union in writing, giving the following information: name, home address, social security number, and date employee was hired.

(K) The Employer reserves the right to be the sole judge of the competence and acceptability of its employees during the 3 month probationary period.

ARTICLE 3

(1) The normal work day will consist of eight (8) hours and the normal work week will consist of forty (40) hours. The normal work week shall be so arranged that two (2) days off shall be consecutive except in case of emergency or, with consent of the employers affected thereby in other situations, when in the judgement of the hospital administration the granting of consecutive days off would have the effect of depriving the hospital patients of necessary service. Subject to the foregoing, there will be an equal rotation of days off.

(B) There will be no split shifts unless it is mutually agreeable to both the Union and the Hospital.

(c) Regularly assigned aides required to work in excess of forty (40) hours in a week shall be paid at the rate of one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) hours and up to forty-eight (48); and shall be paid at the rate of two (2) times their regular rate of pay for all hours worked in excess of forty-eight (48). Full-time employees called out to work shall be paid at the rate of one and one-half (1½)
Times their regular rate and when required to work their regular day off shall not be requested to take another day off. It is agreed that scheduling will be arranged so as to eliminate overlapping of shifts.

(A) Any Aide completing a shift must be notified not to report to work the following day, otherwise she shall receive at least four (4) hours pay.

(B) Any Aide called out to work, but required to work less than four (4) hours, will receive four (4) hours pay and if she is required to work more than four (4) hours, she will be given at least eight (8) hours pay.

(E) Any regularly scheduled employee reporting for duty, as distinguished from a call-out employee, shall receive a minimum of eight (8) hours pay.

(F) Any employee desiring to lay off shall request permission from the employer's Nursing Director the previous day. In such cases due consideration must be given to the scheduling program and to the availability of acceptable relief.

(G) In order to maintain proper identity in accordance with Hospital policy, the employee shall wear uniforms of distinctive color. Color to be selected by the employer.

(H) All employees will be granted a 30-minute meal period during the first half of the shift, a 15-minute coffee break approximately half-way through the first half of their shift, and a 15-minute coffee break approximately half-way through the second half of their shift. The existing policy relative to meals will be continued. Coffee breaks will be scheduled by the hospital and shall be granted at the expense of the employer without loss of pay or any requirement to make up time.

(J) It has been agreed that the hospital will make every effort to schedule employees covered under this agreement on a 5 on and 2 off work schedule.

(K) Any employee called for Jury Duty, and serves, will be paid the difference between their regular pay and the allowance given by the court. It is the obligation of the employee to produce valid evidence to the Nursing Office.

ARTICLE 4

Effective July 1, 1974

Increase wages 12¢ per hour.

Increase tenure increase to 8 maximum.

<table>
<thead>
<tr>
<th>Days (7:00 to 3:00)</th>
<th>1974 (Hourly)</th>
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</thead>
<tbody>
<tr>
<td>Starting rate</td>
<td>2,407</td>
</tr>
<tr>
<td>After 6 months</td>
<td>2,475</td>
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<tr>
<td>After 1 year</td>
<td>2,543</td>
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<tr>
<td>After 18 months</td>
<td>2,611</td>
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<tr>
<td>After 2 years</td>
<td>2,677</td>
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<td>After 30 months</td>
<td>2,747</td>
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<td>After 3 years</td>
<td>2,815</td>
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<td>After 42 months</td>
<td>2,883</td>
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<td>After 48 months</td>
<td>2,951</td>
</tr>
</tbody>
</table>

Base 19.25

EKG CALL .029 hr.
(G) Pay Periods: The normal pay period is the fifth day of each month. However, a check may be issued between pay periods, upon request, in case of emergency or hardship.

ARTICLE 5

(A) Holidays: The following paid holidays shall be allowed: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day (4th of July), Labor Day, Columbus Day, Veteran's Day, General Election Day, Thanksgiving Day, Christmas Day. When any of the foregoing holidays is worked, the aide shall be paid double time and a half for such holiday worked. If a holiday occurs during a vacation period, one day will be added to the vacation.

Employee's birthday: Those employees who regularly work at least 32 hours per week and who are scheduled to work on their birthday, must notify the Nursing Office seven days prior to the date and will receive the day off. Compensation will be at straight time. If the employee fails to notify as above, or if the birthday falls on a regularly scheduled day off, no compensation will be forthcoming.

(B) Full-time employees shall be qualified to receive pay for a holiday if they have completed 45 continuous days of service. Continuous service will mean being on the payroll at the beginning of, and continuing thereafter, through the period.

(C) An employee who is scheduled to work on a holiday, and does not work said day, shall receive no pay for such holiday.

ARTICLE 6

(A) Vacations. All employees shall receive vacations in accordance with Montana Law.

(B) Vacations will be scheduled consistent with service requirements and shall be arranged by agreement between the hospital and the employee with due regard to the best interest of each. Preference in scheduling vacations will be based on seniority, as necessary. Split vacation, except for good cause, will not be permitted.

(C) Part-time Aides who work an average of 16 hours per week, shall receive prorated vacations.

ARTICLE 7

(A) Commencing on the First day, when an employee is hospitalized, and on the second day when an employee is not hospitalized, sick leave, with pay, for bona fide illness will be granted at the rate on one (1) day for each month of continuous employment in accordance with Montana Law.

(B) Employees shall earn sick leave credits of one working day (8 hours) for each calendar month worked. Such credits shall be accumulated without limitations. Sick leave credits are earned for the first day of employment but cannot be used during the first ninety days of employment. Sick leave credits are not earned during leaves of absence without pay that exceed fifteen calendar days.

Terminating employees, who have worked more than ninety days, are entitled to a lump-sum payment equal to one-fourth value of the accumulated sick leave credits earned after July 1, 1971. The payment shall be computed at the employee's salary when the sick leave credits are earned. If a terminated employee is later employed by
a governmental unit he is not entitled to any sick leave credits for which he has previously been compensated.

In the event of a death in the immediate family, i.e. spouse, children, mother, father, grandparents, brother or sister, the employee will be granted three (3) days funeral leave which will be deducted from accumulated sick leave.

The abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payment for any unused sick leave credits.

(C) Permanent part-time employees are entitled to pro-rated leave benefits if they have a regularly scheduled work assignment and normally work 20 hours each week of a pay period, and have worked a qualifying period.

(D) Verification by a doctor, who is a member of the local medical society, may be required at the option of the employer for an illness less than five (5) days and such verification must be furnished where such illness exceeds five (5) days.

(E) Sick leave may not be added to vacations.

(F) Group insurance plans, under the County program, shall be available to the full-time Nurses' Aide through the employer, for medical care and hospitalization. The hospital agrees to contribute $26.84 toward the insurance premium for each employee.

(G) When an employee is unable to work due to an injury that relates to an industrial accident, the hospital agrees to pay one-third of the employee's daily rate. In the event that the employee is receiving compensation from the State Industrial Accident Board, it shall be the responsibility of the employee to inform the hospital of the amount of such compensation. Under no condition shall the employee receive in excess of 100% of their wages.

ARTICLE 8

(A) The employer reserves the right of management to make and promulgate all rules, regulations, and policies not inconsistent therewith, which in its judgment are necessary to maintain an effective and efficient patient care program and to maintain the status of its hospital as an accredited institution. The employer will maintain such work force as, in its judgment, may be necessary to accomplish this objective in accordance with the standards and approval of the National Commission on Hospital Accreditation.

(B) The General Hospital personnel policies, as stated in the booklet adopted by the Board of County Commissioners, June 1, 1960, shall be recognized.

(C) The Union will be notified on any change in the personnel policies of the Hospital when union members are affected.

ARTICLE 9

(A) Leave of Absence. Leave of absence without pay, not to exceed thirty days, will be granted for illness or death in the immediate family.

(B) Leave of absence or time off without pay, for other reasons, may be arranged with the hospital under conditions which will not interfere with the patient care program.

(C) A leave of absence, not to exceed six (6) months, shall be granted for maternity without pay and without loss of accrued benefits.

(D) Leave of absence, beyond allowable sick leave, shall not be included as working time for tenure increase purposes.
ARTICLE 10

(A) Seniority. Seniority shall be recognized after 3 months of full-time continuous service. In case of reduction of forces, the last Aide hired will be the first laid off; the last Aide laid off will be the first to be re-hired. Employees to be re-hired will be notified by registered mail sent to the last known address of such employee.

(B) In order to maintain effective and efficient continuity of operation, the employer may change shift assignments. However, except in cases of emergency, the employee shall be consulted and due consideration shall be given to the right of the seniority as set forth in this article. Conversely, the employee's application to change shifts shall receive equal consideration.

(C) In accordance with hospital practice and procedures, floor area assignments cannot be considered to be permanent and inflexible. If transfer is necessary or if a shortage of work develops in one department, floor, or area, the employee will be transferred to another department, floor or area of the hospital in order to maintain adequate service for the welfare of the patients and to insure economy of operation for the hospital. The employer agrees to make such transfer where failure to do so might result in lay off or loss of time for the employee.

(D) Termination of Employment. The reasons for termination of employment, other than force reduction, shall be the same as outlined in present appropriate General Hospital personnel policies.

(E) After the first 3 months of employment, when such employment is terminated for a reason other than force reduction, full explanation shall be given to the employee and except in cases of misconduct, the Aide shall be given seven (7) days notice. All terminations shall be subject to the grievance procedures at the option of the employee. Such option shall be exercised within five (5) days following termination.

(F) The employee shall give the hospital seven (7) days notice of termination of employment. The hospital may waive such notice.

ARTICLE 11

In recognition of the fact that the Silver Bow General Hospital is charged primarily, under Montana Law, in carrying out a mandatory governmental function relating to the care of the aged and other public assistance recipients it is agreed by the parties hereto that there will be no stoppage of work or lock-out for the duration of this Agreement.

ARTICLE 12

(A) A conference committee shall be established, consisting of two representatives of the hospital management and two representatives of the Butte Transfers Union, representing the employees covered by this Agreement. This committee shall meet to expedite the disposition of any matter which may appropriately be referred for its consideration.

(B) In the event of any dispute or difficulty arising under the terms of this Agreement, it will be handled by the Conference Committee. If the conference committee is unable to reach an agreement, the matter will be handled by a duly authorized representative of the Union with the Administrator of the hospital, provided the appeal
is made within ten (10) days from the date of the decision of the Conference committee. If the controversy cannot be settled within an additional fourteen (14) days, the matter shall then be referred to the Board of County Commissioners of Silver Bow County, Montana. The decision of the Board, in accordance with the State Law, shall be final.

ARTICLE 13

(A) Term of Agreement: This Agreement shall become effective on the 1st day of July, 1974, and shall continue in force and effect until June 30, 1975, when it automatically renew itself and continues in full force and effect from year to year thereafter unless written notice is given by either party to the other not less than sixty (60) days prior to the expiration date that changes are desired in its provisions. Provided however, that if any changes are to be proposed in employees wages or other provisions which may reasonably be expected to increase hospital costs, such proposed changes shall be made known to the employer, by written notice, at least 60 days prior to the 30th day of May in any year.

(B) The written notice, as provided for in Part (A) shall contain the proposals desired to be written into the new amended Agreement.

(C) This Agreement shall be and remain in full force and effect during any period of negotiation.

In witness whereof, we have hereunto set our hands this day of ____________________

Butte Teamsters Union No. 2 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, representing the Nurses' Aides and Orderlies in the Silver Bow General Hospital.

[Signature]

Silver Bow County, Montana
By the Board of County Commissioners of said Silver Bow County, Montana for and on behalf of the Silver Bow General Hospital.

Chairman

[Signature]

Member

[Signature]

Member
Starting Rate
2.477
After 6 months
2.565
After 1 year
2.643
After 18 months
2.691
3.1-11 + 11-7
After 2 years
2.749
3.031 top
+ 0.25 rise
After 30 months
2.827
3.246
After 3 years
2.895
3.246
After 42 months
2.936
25.74 + 3.168
After 48 months
3.031
26.518

Effective July 1, 1975

Increase wages .125¢ per hour.

Increase tenure increase to 9% maximum.

Increase shift differential to .09¢ per hour.

(a) In addition to the across the board wage increase, all employees covered by this Agreement shall be given a cost-of-living adjustment (COLA) of .01¢ per hour for each .3% point increase in the Consumer Price Index (CPI) as published monthly by the Department of Labor, based on the difference between the May 1974, and May 1975 CPI using 1967 = 100. The COLA shall be rolled into the hourly rate in effect for each employee on July 1, 1975. The parties agree to use the cumulative quarterly COLA made in October, 1974, January, April, and July, 1975, by the Anaconda Company, as the total COLA to be granted employees covered by this Agreement on July 1, 1975.

(b) An employee who has already attained a tenure period of 30 or more consecutive months at the effective date of this contract shall receive the differences, if any, between her present rate and the maximum rate provided herein.

(c) Shift premiums: Effective July 1, 1974: (1) Afternoon shift, beginning between 2:30 p.m. and 4:00 p.m. - 8¢ per hour. (2) Night shift, beginning between 10:30 p.m. and 12:00 midnight - 9¢ per hour.

(d) Part Time: Aides who are regularly employed on a part-time basis, and who regularly work at least 16 hours per week, shall be entitled to tenure increases as provided herein. Part-time Aides may receive preference for full-time employment if such employment is available and is requested.

(e) No employee shall receive less wages than received at the effective date of this Agreement. All employees under the jurisdiction of the Union will receive the "across-the-board" increases provided by this Agreement.

(f) Inexperienced Aides: Inexperienced Aides or those lacking acceptable hospital experience, shall be paid at the rate of 10% below the rates established herein for the first three (3) months of employment. The hospital administration shall be the sole judge of such experience.