<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Preamble - Contract Parties</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>Covered Employees</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>Union Security/Membership</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>Section 1 - Agency Shop Conditions of Employment</strong></td>
<td>2-3</td>
</tr>
<tr>
<td><strong>Section 2 - Religious Exemption Provisions</strong></td>
<td>3</td>
</tr>
<tr>
<td><strong>Management Rights</strong></td>
<td>3</td>
</tr>
<tr>
<td><strong>Equal Employment Opportunity, Discrimination and Disparagement</strong></td>
<td>4</td>
</tr>
<tr>
<td><strong>No Strike - No Lockout</strong></td>
<td>4</td>
</tr>
<tr>
<td><strong>Employee Status Definitions</strong></td>
<td>4-5</td>
</tr>
<tr>
<td><strong>Seniority</strong></td>
<td>5-6-7</td>
</tr>
<tr>
<td><strong>Union Representative Visitation</strong></td>
<td>7</td>
</tr>
<tr>
<td><strong>Ethical and Religious Directives</strong></td>
<td>7</td>
</tr>
<tr>
<td><strong>Hours of Work, Overtime, and Premium Pay</strong></td>
<td>7-8-9</td>
</tr>
<tr>
<td><strong>Overtime Meal Periods</strong></td>
<td>9</td>
</tr>
<tr>
<td><strong>Compensable Accrual Bank (CAB)</strong></td>
<td>10-11-12</td>
</tr>
<tr>
<td><strong>Sick Leave</strong></td>
<td>12-13</td>
</tr>
<tr>
<td><strong>Health and Welfare</strong></td>
<td>13-14</td>
</tr>
<tr>
<td><strong>Section 1 - Blue Cross Health Insurance</strong></td>
<td>14</td>
</tr>
<tr>
<td><strong>Section 2 - On The Job Injuries</strong></td>
<td>14</td>
</tr>
<tr>
<td><strong>Section 3 - Contagious Diseases</strong></td>
<td>14</td>
</tr>
<tr>
<td><strong>Life Insurance</strong></td>
<td>14</td>
</tr>
<tr>
<td><strong>Retirement Plan</strong></td>
<td>15</td>
</tr>
<tr>
<td><strong>Leaves of Absence</strong></td>
<td>15-16</td>
</tr>
<tr>
<td><strong>Excused Non-Paid Absences</strong></td>
<td>17</td>
</tr>
<tr>
<td><strong>Bulletin Boards</strong></td>
<td>17</td>
</tr>
<tr>
<td><strong>Contract Enforcement Provisions</strong></td>
<td>17-18</td>
</tr>
<tr>
<td><strong>Effect of Legislation - Separability</strong></td>
<td>19</td>
</tr>
<tr>
<td><strong>Scope of Agreement</strong></td>
<td>19</td>
</tr>
<tr>
<td><strong>Wages</strong></td>
<td>19-20</td>
</tr>
<tr>
<td><strong>Section 1 - Tenure Increases</strong></td>
<td>19</td>
</tr>
<tr>
<td><strong>Section 2 - Shift Differential</strong></td>
<td>20</td>
</tr>
<tr>
<td><strong>Section 3 - Past Service Credit</strong></td>
<td>20-21</td>
</tr>
<tr>
<td><strong>Term of Agreement</strong></td>
<td>21</td>
</tr>
</tbody>
</table>
S.J.C.H. AND TEAMSTER CONTRACT

Preamble - Contract Parties

THIS AGREEMENT, is made and entered into between Saint James Community Hospital, a Montana Corporation located in Butte, Montana, and operated by the Sisters of the Charity of Leavenworth Health Services Corporation, hereinafter referred to as the "Hospital" and the Butte Teamsters Union, Local #2 Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "Union".

Article 1 - Covered Employees

Employees covered by this agreement are all employees employed by the Hospital as Nurse Aides, Operating Room Technicians, Orderlies, Licensed Practical Nurses, Physical Therapy Aides, X-Ray Aides, Laboratory Aides, Inhalation Therapy Technicians, and Ward Secretaries.

Article 2 - Union Security/Membership

Section 1 - Agency Shop Conditions of Employment

A. To assist the employees covered by this Agreement as a group, in meeting the costs of planning, negotiating and administering this agreement, and of protecting and promoting their interests, each employee, as a condition of initial and continuing employment, shall be required to either maintain membership in Union; or, make equal contribution by paying to the Union a sum equal to the regular Union initiation fee and regular monthly dues.

B. All employees covered by this Agreement will have thirty one (31) days from the date of the signing of this Agreement to comply with the provisions of paragraph A, above. New or rehired employees will have thirty one (31) calendar days after the date of employment or reemployment in which to comply.

C. The Hospital will give the Union notice of the hiring or termination of any employee covered by this Agreement, within 1 month after such hiring or termination.

D. Should the Union notify the Hospital in writing that any employee has not paid to the Union a sum equal to the regular Union initiation fee and/or regular Union monthly dues, it shall be obligatory upon the Hospital to terminate such employee not later than the third day following receipt of such notice.
Article 2 - Union Security/Membership

Section 2 - Religious Exemption Provisions

A. If an employee covered by this contract, is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting labor unions, such employee shall not be required to join or financially support the Union as a condition of employment.

B. Such employees with valid objections to joining or supporting a Union shall be required to pay, in lieu of periodic union dues and initiation fees, equivalent sums to a nonreligious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. The fund shall be selected from a list of three as set out below.

C. As one of the conditions of employment an employee desiring to avail himself or herself of the right of nonassociation with the Union, as provided by law, shall make written application to the Union with a copy to the Director of Personnel of the Hospital.

D. Within ten days from the date of receipt of such application, the Union shall appoint a Committee of three, consisting of a clergyman not connected with the sect in question, a labor union official not directly connected with the Union and a member of the public at large, who shall be the Chairman. The Committee shall, within ten (10) days of the date of its appointment, meet at the locale of either the employee's residence or place of employment or other suitable place, and, after receiving written or oral presentations from all interested parties, determine by a majority vote whether or not such employee qualifies for the right of nonassociation with said Union. The Committee's decision shall be in writing within three days of the meeting date and a copy thereof shall be forthwith mailed to the employee, Union and the National Labor Relations Board, Region 19, Seattle, Washington.

E. If any employee qualifies for the right of nonassociation with the Union, such employee shall be required to pay sums equal to periodic dues and initiation fees to one of the following non-religious charitable funds in lieu of such payments to the labor organization:

1. Florence Crittenden Home - Helena
2. Big Brothers of America - Butte
3. American Cancer Society - Butte

F. Such employee shall furnish to the Union written receipts evidencing such payments and failure to make such payments or furnish such receipts shall subject the employee to the same sanctions as would nonpayment of dues or initiation fees under this contract.
G. Check Off Of Union Dues: The Hospital shall, upon receipt of signed authorization cards from the employee, deduct the established monthly amount of union dues and forward same to either the Secretary-Treasurer of the Butte Teamsters Union, Butte, Montana, or to the appropriate charitable organization as per the religious exemption outlined above.

Article 3 - Management Rights

A. The Hospital reserves all rights to manage, control, operate, schedule, and otherwise regulate its business and its work force, except as abridged by the contract.

B. In the event economic or practical considerations justify the contracting out of any of its operations or work relating to outpatient care, X-Ray examination and related therapy, laboratory analysis and reporting, physical and inhalation therapy, or male catheterization, the Hospital agrees to notify the Union sixty (60) days prior to the date the contract becomes effective of the nature of the work to be so contracted, the number of employees affected and the name and address of the contractor. The Hospital further agrees to use its utmost influence to see that the contractor hires those employees affected by the contracting.

Article 4 - Equal Employment Opportunity, Discrimination and Disparagement

A. The Hospital and the Union agree that each will fully comply with all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such person's race, religion, color, creed, national origin, sex, age, or handicap.

B. In the hiring of employees, Hospital agrees not to discriminate against members of the Union and during the course of its operations, Hospital agrees not to discriminate against or disparage the Union or its members for engaging in lawful Union activities.

C. The Union and the employees, covered by this contract, agree to refrain from discriminating against or disparaging the Hospital, its services or its employees.
Article 5 - No Strike - No Lockout

A. The Union agrees it will not authorize, encourage, engage or participate in any unlawful strikes, slowdown, work stoppages, or picketing; nor will the Hospital engage in any lockout of the employees during the life of this Agreement.

B. In the event of any unlawful violation of the provisions of this section, the Union will promptly order its members to return to work and if the Union does so, the Hospital will not hold the Union liable for unauthorized acts or activities of its members, provided that the Union immediately takes steps to remedy the situation.

C. No violation of this Article shall be a matter for determination by the arbitration or grievance procedure of this contract.

Article 6 - Employee Status Definitions

A. Entry Probation: The first three months after employment will be considered as a probationary period during which either the employee may terminate her/his position or the Hospital may dismiss the employee without further obligation. This is a trial period for both the employee and the hospital to determine suitability and interest in the work and to provide the opportunity for an adjustment period.

B. Permanent Status: Permanent status is assigned to full-time and part-time employees upon satisfactory completion of their period of entry probation.

C. Permanent Full-Time Employees: Employees who accept work assignments 8 hours per day, 40 hours per week, as scheduled by the Hospital in authorized positions, will be regarded as permanent full-time employees and will be entitled to all benefits covered in this contract.

D. Permanent Part-Time Employees: Employees who regularly accept work assignments from 16 hours to 39 hours per work week as scheduled by the Hospital in authorized positions, will be considered permanent part-time employees and will be entitled to the benefits detailed in this contract. Part-time employees shall have preference in filling full-time vacancies ahead of other job applicants for such vacancies provided they are qualified and have given written notice to the Director of Personnel of their desire for full-time employment.
Article 6 - Employee Status Definitions - (continued)

E. Casual Employees: All employees who regularly work less than 16 hours per week (such as vacation replacements, and those called in or hired for short-term emergency work) will be considered casual employees for the purposes of this contract. Casual employees shall accrue no seniority; however, casual employees shall have preference in hiring over other job applicants for vacancies provided they are qualified and have given written notice to the Director of Personnel of their desire for permanent full-time or part-time work.

F. Standby Call Employees: All employees who work in any of the above employment categories and who are required to take unrestricted call, (may be called to work on short notice and must be near a phone or other communications device) will be considered standby call employees for the purpose of this contract.

Article 7 - Seniority

A. Accrual: All employees, other than casual employees, shall be probationers, without seniority for the first ninety (90) days of work time succeeding their employment. Thereafter, seniority shall be retroactive to date of employment and shall be calculated for each individual employee in the bargaining unit, as follows:

1. Employees shall have dual seniority, where appropriate, that is, "total" seniority which shall relate to the beginning of their continuous employment by Hospital, and seniority "per classification," which shall relate to the beginning of their employment in a particular classification.

2. All seniority shall be measured in terms of total compensable hours. For the purpose of computing seniority only, compensable hours shall include: all regular hours worked; all hours paid from the CAB Bank; all hours of sick leave paid, up to ten (10) days of non-paid personal leave taken per calendar year; and, leaves of absence taken by reason of an industrial accident or illness, up to ninety (90) days per annum, which leave shall not be cumulative; all work time lost by reason of an educational leave up to one (1) year; all work time lost by reason of temporary force reductions; and, all work time lost by reason of extended layoff up to six (6) months.

B. Discharge - Discipline: The seniority rights of employees shall not impair the right or ability of the Hospital to discharge or otherwise discipline employees for just cause.

C. Extended Layoff and Recall:

1. When the work load diminishes to the point where extended layoffs are necessary in the opinion of management, layoffs and recalls shall be effected by seniority per classification with the least senior employee being first laid off and the most senior employee laid off being the first recalled to work.

2. When an employee who has accrued seniority in two or more classifications is laid off, such employee may assert his or her seniority in such other
classification or classifications and rollback into that work force provided such rollback will protect the employee against such layoff.

3. Recall after layoff shall be achieved by telegram or by registered or certified mail, return receipt requested, directed to the employee's last known address. Within seventy two (72) hours after the receipt of such notice, employees must contact the Hospital and arrange to report to work or lose their seniority.

D. Temporary Force Reductions: When the workload diminishes, the least senior employee per shift, per nursing unit or per department affected, whether part-time or full-time, shall be first reduced in hours. As normal hours are regained, the last employee reduced in hours shall be the first restored to increased hours. Employees may voluntarily accept T.F.R. shifts. Such voluntary T.F.R. shifts shall be offered on a seniority basis.

1. When voluntary T.F.R. shifts are granted, the employee shall take the time authorized. There will be no picking and choosing by the employee of specific shifts within a given pay period.

2. When the voluntary list is exhausted, seniority will be used as described above.

E. Temporary Transfers: When necessary to temporarily transfer employees from their regularly scheduled floor or department, and in order to complement scheduling requirements, such temporary transfers shall be made by the nursing supervisor from the nursing units effected, and shall be assigned to the least senior employee on the shift and floor or department, from which the transfer is being made. Such seniority shall be considered for both full-time and part-time employees.

F. Promotions & Job Assignments: Merit, ability and qualifications being equal, the Hospital will recognize seniority in effecting promotions, demotions, changes in classifications, shift assignments or floor assignments among those who have made prior application for assignment.

G. Seniority List: Hospital will keep a seniority list by classifications posted at a point accessible to employees. Such a list will be republished each six (6) months and the Union will be mailed a copy thereof.

H. Seniority Adjustments: When employment has been suspended by reason of illness or accident or leave of absence by reason of illness or accident, whether on or off the job, the Hospital and the Union will mutually adjust the continuation of an employee's seniority. Such adjustment shall not exceed nine (9) months unless an additional extension is mutually agreed to; however, such extensions shall not exceed eighteen (18) months.
Article 7 - Seniority - (continued)

I. Termination of Seniority: Seniority shall terminate upon voluntary severance by the employee; by discharge, layoff or personal leave of absence, in excess of six (6) months; by educational leaves in excess of one (1) year; and, by failure to report after recall, as provided in "C" above.

J. Seniority Claims: Claims respecting seniority shall be processed under the grievance and arbitration provisions hereof; however, no claims respecting seniority may be lodged later than thirty (30) days after the posting of the original or revised seniority list.

Article 8 - Union Representative Visitation

The business agents of the Union, or their authorized representatives, may contact employees of the Hospital covered by this agreement provided that on each visit, each such representatives shall make their presence on the premises known to a responsible representative of management, shall indicate the purpose of the visit, and shall designate the areas of the Hospital which such representative or representatives desire to visit.

Article 9 - Ethical and Religious Objectives

The Administrator of the Hospital may inform the employees covered by this Agreement of the Ethical and Religious Directives governing the Hospital's operation.

Article 10 - Hours of Work, Overtime and Premium Pay

A. Work Day and Work Week: Eight hours shall constitute a day's work and forty hours shall constitute a week's work.

B. Overtime Pay: "Work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for at one and one-half (1 1/2) times the employee's straight time rate." Overtime pay and pay for work on premium rate days shall not be compounded or pyramided. Time paid for CAB days or sick leave will not be counted as time worked in computing overtime. All overtime must be approved by the employee's immediate supervisor.

C. Paid Rest Periods: A paid rest period of fifteen (15) minutes will be allowed all employees during each four (4) hours of work. Rest periods, as scheduled by the Hospital, shall be granted without any requirements to make up time.
D. Work Schedule: Full-time Nurses Aides, Licensed Practical Nurses and Ward Secretaries shall be scheduled six (6) days on duty followed by two consecutive days off duty with days off duty rotated ahead one day each week.

E. Split Shifts: There will be no split shifts unless it is mutually agreeable to both the Union and the Hospital.

F. Time Cards: Time cards shall be utilized by employees whenever entering or leaving the Hospital. If a time card is to be corrected or clarified, except as provided in "M" below, employees must take their time card to their Department Head, Head Nurse or immediate Supervisor who shall make any changes necessary and sign the time card.

G. Use of Overtime: Both the Hospital and the Union concur that overtime shall be discouraged.

H. Standby Call: All employees of the bargaining unit who are placed on standby call will be paid effective July 1, 1977, fifty five cents (55¢) per hour; effective July 1, 1978, sixty cents (60¢) per hour; and effective July 1, 1979, sixty five cents (65¢) per hour for hours scheduled by their departments for standby call. When such employees are called, they shall be compensated for the time actually worked at one and one-half (1 1/2) times their regular rate of pay, in addition to their standby pay and shall be guaranteed two and three-fourths (2 3/4) hours' work or pay.

The Hospital will provide radio signaling devices (beepers or other communications devices) to those of such personnel whom it shall select, without cost or charge to the employee. However, such employees will be held responsible for the negligent loss of or damage to such units.

I. Call Back Pay: Employees, not on standby, who are called back to work after the completion of their regularly scheduled shift, shall be guaranteed a minimum of two hours and forty five (2:45) minutes of work or pay at overtime rates and pay at overtime rates for actual time worked thereafter up to the beginning of their next regularly scheduled shift; or, in the case of part-time employees, up to the beginning of the next shift worked, whether regularly assigned or not.

J. Call Out: Full-time employees called out to work on their regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay and will be guaranteed eight hours of work. Such employees will not be required to take another day off when requested to work their regular day off.
K. Early Call Out: Employees, not on standby, who are called out to work, prior to the commencement of their regularly assigned shift shall be compensated at overtime rates from the time they report to the time at which their regularly assigned shift commences, and shall be allowed, if they choose, to complete all or any part of their regularly assigned shift.

L. Reporting Pay: Any employee completing a shift must be notified not to report to work the following day, otherwise the employee shall receive reporting pay as follows: at least four (4) hours pay if worked four (4) hours or less; six (6) hours pay if worked more than four (4) hours but less than six (6) hours; and, eight (8) hours if worked more than six (6) hours but less than eight (8) hours. Employees must report for work and remain available for work to qualify for reporting pay.

M. Float Differential: A wage differential of 15¢/hour will be paid to all bargaining unit employees assigned to the Float Pool. If a regularly assigned bargaining unit employee is floated to other areas for more than 50% of her/his hours in a given pay period, such employee shall receive the differential for the entire pay period. If an employee consistently works more than 50% of her/his pay periods as a float, such employee will be assigned to the Float Pool. The employees are responsible to mark their time cards indicating the area to which they have been floated.

N. Premium Days: All non-probationary employees who work on New Year’s Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or on their birthday, and effective March 1, 1978, Easter Sunday, shall be compensated at 1½ times their straight time rate.

1. Each of the employees shall have one-half of the premium pay days off each year. Such days shall be rotated from year-to-year according to a master schedule which shall be available to the employees.

2. The first master schedule will be prepared from employee bids according to seniority. If no bid for a particular day off is made, the employee will be assigned to work.

Article II - Overtime Meal Periods

A. Any employee who works a full shift and cannot be relieved from duty for the customary mid-shift meal as scheduled by the Hospital shall be provided with a meal at the employee's expense and shall be compensated for thirty (30) minutes work at overtime rates.

B. Any employee who works four (4) or more hours beyond his or her scheduled eight (8) hour shift shall be awarded an additional thirty (30) minutes pay at overtime rates in lieu of a meal break.
Article 12 - Compensable Accrual Bank (CAB)

Compensable Accrual Bank (CAB): The following system will be implemented not later than 9/1/77. No employee will lose benefits accrued by reason of prior compensable hours or hours worked in converting to this new benefit program. CAB Time is calculated to replace Vacation, Holiday and 32 hours per year which resulted from a realignment of benefit hours included under Sick Leave and Bereavement Leave.

A. CAB Time is accumulated for all permanent Full-Time and Part-Time employees and will be calculated on the basis of compensable hours at the following schedules:

<table>
<thead>
<tr>
<th>Compensable Hours</th>
<th>CAB Time accrued per compensable hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>0</td>
<td>10,000</td>
</tr>
<tr>
<td>10,001</td>
<td>20,000</td>
</tr>
<tr>
<td>20,001</td>
<td>Plus</td>
</tr>
<tr>
<td></td>
<td>.088 (Based on 2,000 compensable hours per year)</td>
</tr>
<tr>
<td></td>
<td>.108 (Based on 2,000 compensable hours per year)</td>
</tr>
<tr>
<td></td>
<td>.128 (Based on 2,000 compensable hours per year)</td>
</tr>
</tbody>
</table>

Effective March 1, 1978, CAB accruals will be increased for the addition of Easter Sunday as a Premium Pay Day as follows:

<table>
<thead>
<tr>
<th>Compensable Hours</th>
<th>CAB Time accrued per compensable hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>0</td>
<td>10,000</td>
</tr>
<tr>
<td>10,001</td>
<td>20,000</td>
</tr>
<tr>
<td>20,001</td>
<td>Plus</td>
</tr>
<tr>
<td></td>
<td>.092 (Based on 2,000 compensable hours per year)</td>
</tr>
<tr>
<td></td>
<td>.112 (Based on 2,000 compensable hours per year)</td>
</tr>
<tr>
<td></td>
<td>.132 (Based on 2,000 compensable hours per year)</td>
</tr>
</tbody>
</table>

B. Compensable hours for the purpose of this section shall mean all hours paid such as regular time, overtime at the straight rate, paid CAB Time and paid Sick Leave; but does not include convenience hours such as, but not limited to, standby hours or hours off for worker's compensation. Provided, however, that when an employee loses work by reason of an industrial accident or illness, such absence shall be considered compensable time for a maximum of 90 days after 1 year of employment. When an employee loses work by reason of a non-industrial accident or illness, his absence, to the extent that it exceeds the employee's accrued CAB and Sick Leave benefits, shall be considered compensable time for a maximum of 30 days, beyond accrued CAB and Sick Leave benefits after one (1) year of employment.
C. CAB Time hours will accumulate during the probationary period. Accrued 
CAB Time hours will be paid on termination for any reason only to those 
employees who have completed one (1) year of continuous service. Payment 
shall be made at the employee's straight time hourly rate at time of 
termination.

D. Effective January 1, 1978, a minimum amount of accrued days of CAB Time 
will be taken each calendar year by each full-time employee as follows:

<table>
<thead>
<tr>
<th>Compensable Hours</th>
<th>CAB Days Off</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>0</td>
<td>10,000</td>
</tr>
<tr>
<td>10,001</td>
<td>20,000</td>
</tr>
<tr>
<td>20,001 Plus</td>
<td>20 days (160 hours)</td>
</tr>
</tbody>
</table>

Part-time employees minimum time off shall be on a pro-rated basis as de-
scribed above. Minimum CAB Time off as described herein shall not exceed 
15 consecutive days and shall be granted on a seniority basis between 
January 1 and December 31 of each year.

E. CAB Time other than time used for sickness must be scheduled in advance by 
the employee using a form supplied by the Hospital and will be granted sub-
ject to the scheduling requirements of the Hospital. Such requests shall be 
approved or denied not later than the day following the day the request is 
submitted. Payment of such time off shall be in the pay period in which 
the time off is granted, provided appropriate forms have been executed. 
Periods of less than five days, except for reasons beyond the control of 
the employee (death in the family, sickness, etc.), must be requested one 
(1) week in advance. Periods of more than one week must be requested before 
the posting of each schedule for time off requested during a given four 
week's schedule. It is not necessary to fill out a request for CAB Time 
relating to Sickness or Bereavement Leave until an employee returns to 
work; however, employees will be required to keep their supervisor (Department 
Head, Staffing Coordinator, Director of Nursing, etc.) informed of their 
status and give notice of return. In case employee's requested time off 
is denied by the Hospital, such denial shall be subject to the grievance pro-
cedure provided for herein, but in no case shall be subject to arbitration.

F. CAB Time may be accumulated from year to year; however, will not exceed 600 
hours.

G. CAB Time will be scheduled and paid for only with respect to the days an em-
ployee will normally work.
Article 12 - Compensable Accrual Bank (CAB) - (continued)

H. Conversion of existing benefits to CAB Time will be as follows:
   Vacation converts at 100% of accrual
   Unused holidays convert at 100% of accrual

I. Pay in Advance: Employees desiring to receive CAB pay in advance of the
time their CAB leave is to commence, must conform to the following procedure;
otherwise, normal pay procedures will be followed:

1. Pay in advance for CAB Time will not be permitted for less than five (5)
days.

2. Pay in advance for CAB Time of five (5) days or more shall be requested
on the same forms furnished by the Hospital that are used to request
such time off.

Article 13 - Sick Leave

The following policy will be implemented not later than September 1, 1977:

A. Accrual and Use:

1. Permanent full-time and part-time employees will accrue Sick Leave at
the rate of .036 per compensable hour until a maximum of 720 hours (90
days) have been accrued. Sick Leave pay must be requested using a form
supplied by the Hospital. Except in unusual circumstances, no payments
will be made until the appropriate forms have been executed. The absence
will be presumed to be an excused absence unless otherwise declared by
the employee.

2. An employee is not entitled to use any hours that may be accumulated in
their Sick Leave Bank until at least 16 hours per illness or disability
have been charged to their CAB Bank or taken as excused absence days.

   a. If 16 hours are not available in the CAB Bank, those hours that are
      available (up to 16 maximum) must be used before the employee is en-
      titled to use accumulated Sick Leave hours.

   b. Once the employee has exhausted the Sick Leave Bank, use of CAB Hours
      for Sick Leave is at the employee's option for the duration of the
      illness or disability.

   c. Effective July 1, 1978, Sick Leave will accrue at the rate of .040
      per compensable hour up to the maximum amount as listed above.

B. Pay for Scheduled Work Day: Sick Leave benefits will be used only with
   respect to a work day on which the employee would otherwise have worked and
   will not apply to an employee's scheduled day off, CAB Time off, or any other
day on which the employee would not have worked.
Article 14 - Health and Welfare

Section 1 - Blue Cross Health Insurance

1. All employees are eligible to enroll in the Blue Cross of Montana through the St. James Community Hospital Group Plan. This plan allows the employee to obtain hospital and medical benefits without requiring a health statement.

2. Employees are eligible to enroll within the first 3 months of employment if they choose to pay the entire premium. After 6 months of employment, the Hospital will maintain the following percentage contribution for the life of the contract.

   a. Full-Time Employee:  
      
      | Single Party | Percentage |
      |--------------|------------|
      | Two Party    | 60%        |
      | Family       | 60%        |

   b. Part-Time Employees: The Hospital will pay half of the Hospital contribution for full-time employees.
Section 1 - Blue Cross Health Insurance

3. The employee share of health insurance cost will be handled on a payroll deduction basis.

4. Effective January 1, 1978, the Hospital will add a Blue Cross 60%/40% Dental Plan to the Blue Cross Health Insurance Coverage.

5. The Hospital agrees to maintain the health insurance benefits on a pro rata basis for the life of the contract.

6. Should a national health and welfare program be adopted, the Hospital and the Union shall meet as soon as practicable to negotiate substitute provisions for those set forth herein. The resulting provisions may not entail any duplication of benefits or increase in cost to the Hospital.

Section 2 - On The Job Injuries

All employees are covered by Workmen's Compensation Insurance carried by the Hospital for the protection of the employees. Injuries received at work, no matter how minor must be reported as soon as possible to the Supervisor, who will complete the necessary forms and make the appropriate arrangements for treatment. Employees injured on the job, shall receive full pay for the day in which the injury occurs.

Section 3 - Contagious Diseases

If an employee has been exposed to a contagious disease, while in the course of employment, and it has been determined by the Chief of Staff that a Chest X-Ray and/or serological examination is indicated, such examination shall be provided by the hospital without charge to the employee.

Article 15 - Life Insurance

A. All full-time employees are eligible to enroll in the Group Life Insurance Plan through the Hospital. After one year of full-time employment the hospital will pay for $2,000 worth of life insurance for each employee. Additional amounts and plans are available for those desiring more comprehensive coverage. Those employees requesting the additional coverage will have the cost of the plan handled on a payroll deduction basis.

B. Part-time employees who go to full-time employment shall be eligible to enroll in the Group Insurance Plan immediately, provided they have completed 2080 hours of employment.
Article 16 - Retirement Plan

The Hospital agrees to pay to the Western Conference of Teamsters Pension Trust Fund the following sums for all bargaining unit employees for the following periods:

A. Effective July 1, 1977, the Hospital will contribute ten cents (10¢) per hour, not to exceed eight dollars ($8) per pay period. A pay period shall be a period of two consecutive calendar weeks as determined by the employer.

B. Effective July 1, 1978, the Hospital will contribute fifteen cents (15¢) per compensable hour, not to exceed twelve dollars ($12) per pay period.

C. Effective January 1, 1978, the Hospital will contribute twenty one (21¢) cents per compensable hour, not to exceed sixteen dollars eighty cents ($16.80) per pay period, which is 140% of the contributions paid on December 31, 1977. This provision is provided to meet the funding requirements mandated by ERISA to maintain employee retirement benefits under the plan as required by the Western Conference of Teamsters Pension Trust Fund. This paragraph may not be modified, terminated, or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

D. Effective January 1, 1980, the Hospital will contribute twenty four and one-half cents (24½¢) per compensable hour, not to exceed nineteen dollars sixty cents ($19.60) per pay period.

E. Effective July 1, 1980, the Hospital will contribute twenty eight cents (28¢) per compensable hour, not to exceed twenty two dollars forty cents ($22.40) per pay period.

F. The payments provided in this section shall be used by the Pension Trust Fund to provide benefits for eligible employees in accordance with the Western Conference of Teamsters Pension Trust Fund Plan.

G. The above payments are to be computed and remitted in accordance with the requirements of the Pension Trust Fund.

Article 17 - Leaves of Absence

A. A leave of absence may be granted by the Hospital to an employee who has no other choice than to be absent from work because of an uncontrollable or personal demand for his time. All employees having completed one year of service are eligible for a leave of absence.
Article 17 - Leaves of Absence - (continued)

B. All leaves of absence requests must be presented in writing to the employee's supervisor as far in advance as possible and such request shall state:

(1) the reason, (2) date the leave is to begin (3) expected date of return to work. Each case will be decided on its own merits and must be approved by the Administrator.

C. During leaves of absence, employees shall retain their seniority subject to the limitations detailed in Article 7 hereof but shall otherwise be entitled to none of the benefits detailed in this agreement. When an employee on leave of absence desires to return to work, he or she shall give the Personnel Department of the Hospital 48 hours advance notice. On return to work, such employees, if capable, shall be restored to employment and pay level comparable to that, which they enjoyed prior to the leave.

D. As a general rule, a leave of absence will not be granted for the purpose of taking a leisurely or extended vacation, however, special consideration will be given by the Administrator, to requests for personal leaves of absence in excess of the standard policy for employees with several years of continuous service. Leave may be granted for the following purposes:

1. Education:

   Qualified personnel will be considered for unpaid leaves of absence up to one year for educational purposes related to their hospital work.

2. Other:

   The Administrator reserves the right to approve leaves of absence for other reasons and durations on an individual basis in the best interests of the hospital and the employee.

E. Due to advance scheduling, all employees expecting to return from a leave of absence must notify their Department Head, Staffing Coordinator or House Supervisor of their exact time of their return at least 48 hours in advance.

F. An employee may not take other employment during a leave of absence without written authorization from the hospital. Personnel may be terminated with forfeiture of all accrued benefits, for failure to return to employment at the expiration of a leave of absence or for falsification of reasons to justify the request for a leave of absence.

G. Excused absences of five (5) consecutive scheduled work days or less shall not constitute a leave of absence.
Article 12 - Excused Non-Paid Absences

Excused non-paid absences for ten (10) working days shall be granted per calendar year, subject, nevertheless, to the following:

A. Requests for an excused absence must be lodged with the employee's Department Head, Supervisor or the Staffing Coordinator, Department of Nursing Services, as soon as possible prior to the beginning of the shift for which the excused absence is solicited.

B. Requests for excused absences may not exceed two (2) consecutive days.

C. Advance requests for E.A. days must be acted upon and the employee notified as soon as possible after receipt of the request and in all events within 36 hours after receipt.

D. On return from an excused absence, the employee must immediately execute such form as may be provided by management for its payroll department. Such form, when executed, must be delivered by the employee to his/her Supervisor, Department Head or the Staffing Coordinator.

E. To adjust from a contract year to a calendar year concept, employees may request 5 E.A. days from the effective date of the agreement to 12/31/77, if they have 5 E.A. days remaining. Effective 1/1/78 the employees may request 10 E.A. days per calendar year.

Article 19 - Bulletin Boards

The union may post notices through the Personnel Office dealing with Union business on the Hospital's central bulletin board.

Article 20 - Contract Enforcement Provisions

Section 1 - Grievance Procedure

A. All claims, grievances, or complaints, arising under or by virtue of the term of this agreement may be presented by the Hospital or by an aggrieved employee or group of aggrieved employees on their own behalf individually, or collectively by Union steward, or by other authorized representatives of the Union.
Article 20 - Contract Enforcement Provisions - (continued)

Section 1 - Grievance Procedure

B. The employee(s) or other Union representative shall discuss the grievance with the employee's immediate Supervisor. If discussion fails to bring about a satisfactory settlement within 2 working days, the matter may then be referred to subparagraph C within 2 working days thereafter.

C. Grievances referred to this subparagraph shall be presented in writing by the employee's Union Representative to the Hospital Administrator. The Hospital Administrator shall have five (5) working days in which to reply. If a reply fails to bring about a satisfactory settlement, the matter may then be referred to compulsory arbitration.

D. In all conferences with employees, respecting the complaint or grievance, the Union shall be afforded advance opportunity of having a representative present, if it so chooses.

E. All grievances must be lodged within thirty (30) days after occurrence or within thirty (30) days after the event should have been reasonably discovered, or be forever waived.

F. All time limitations expressed herein may be extended by mutual agreement of the parties.

Section 2 - Arbitration

The Board of Arbitration shall consist of one (1) member selected by the Hospital and one (1) member selected by the Union. In the event this arbitration committee cannot agree to an adjustment of such dispute, or grievance within five (5) working days after their first meeting, the two selected shall select a third member who shall serve as impartial chairman. But, if said arbitrators are unable to agree upon the selection of an impartial chairman within three (3) working days, then both parties must request the Federal Mediation and Conciliation Service to submit a list of five (5) names of individuals that would serve as a neutral arbitrator in the dispute. Each party shall alternately strike two (2) names from the list and the remaining named person shall act as the sole arbitrator and the Board of Arbitrators shall be dissolved. The decision of the Board of Arbitration shall be made promptly after the conclusion of the Arbitration hearing. Neither the Board of Arbitration nor the Arbitrator shall have the power to add to or subtract from or modify any of the terms of this agreement. The decision of the decision of the Board of Arbitration shall be final and binding upon the parties. The expense of the neutral member and chairman of the Board of Arbitration or of the sole arbitrator shall be borne by the parties equally. Each party shall bear the entire cost involved in the presentation of its case. If a transcript is involved, the parties shall equally share the cost of the Arbitrator's copy and individually bear the cost of the copies required for their own use.
Article 21 - Effect of Legislation - Separability

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 laws or regulations, 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 any provisions are found to be unlawful, the Hospital and the Union will meet as soon as practicable to negotiate substitute provisions.

Article 22 - Scope of Agreement

A. The terms hereof are intended to cover only minimums in wages, hours, working conditions and other employee benefits. Employer may, in accordance with law, place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimums herein prescribed, without the consent of the Union. Provided, however, that for a period of one (1) year after the execution of this agreement, Employer agrees to refrain from reducing the hourly wages of above scale employees.

B. During the term of this agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this agreement. This clause shall not be construed to limit, impair or act as a waiver or estoppel of Union's right to bargain collectively on changes contemplated or effected by Employer which may modify the traditional operation of the basic terms and conditions herein set forth.

Article 23 - Wages

A. Tenure increases will be granted to Full-Time and Part-Time employees on the basis of compensable hours paid as follows:

Grade I - Nurse Aide, Ward Secretary, Orderly, Physical Therapy Aide, X-Ray Aide, Laboratory Aide.

<table>
<thead>
<tr>
<th>Compensable Hours</th>
<th>7/1/77</th>
<th>1/1/78</th>
<th>7/1/78</th>
<th>1/1/79</th>
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<tr>
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<td>$3.26</td>
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<td>3.56</td>
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<td>2,080 hours</td>
<td>3.36</td>
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<td>3.66</td>
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<td>4,160 hours</td>
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<td>3.76</td>
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<td>6,240 hours</td>
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<td>8,320 hours</td>
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<td>3.96</td>
<td>4.11</td>
<td>4.46</td>
<td>4.56</td>
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<tr>
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<td>4.06</td>
<td>4.21</td>
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### Grade II - Non-Certified Inhalation Therapy Technician and Non-Certified Operating Room Technician

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<th>7/1/78</th>
<th>1/1/79</th>
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<td>Starting Rate</td>
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<td>3.99</td>
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<td>2,080 hours</td>
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<td>3.74</td>
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### Grade III - Licensed Practical Nurse, Certified Operating Room Technician and Certified Inhalation Therapy Technician

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<td>10,400 hours</td>
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<td>4.68</td>
<td>4.83</td>
<td>5.20</td>
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</tbody>
</table>

B. **Shift Differential** will be paid equally for the afternoon and evening shifts. Any employee regularly working the majority of their shift after 3:00 P.M., will receive a 20¢/hour shift differential for all hours worked on those shifts.

C. **Past Service Credit:** Credit for prior experience will be given to new hires, at the end of their probationary period, as follows:

1. No credit will be awarded if an applicant has had a break in nursing service for a period of one (1) year or more immediately prior to application.

2. Fifty percent (50%) credit will be given for recent comparable experience in JCAH accredited acute care hospital facilities.

3. Twenty-five percent (25%) credit will be given for recent comparable experience in a JCAH accredited, long term health care facility as long as within three years prior to application, the applicant has had at least one (1) year of comparable experience in a JCAH accredited acute care facility.
Article 23 - Wages - (continued)

4. In no event will credit be awarded for prior service which would place the employee at a rate of pay above that for 6,240 hours of service.

5. Credit for prior experience for employees making application to departments other than nursing service will be reviewed on a case-by-case basis provided such employees have recent comparable experience in JCAH accredited acute care hospital facilities.

Article 24 - Term of Agreement

A. The terms and conditions set forth herein shall become effective on July 1, 1977, and shall remain in effect through June 30, 1980, and annually thereafter from 1st of July, through the 30th of June, unless one of the parties hereto serves notice in writing of termination or desire for modification upon the other party hereto, not less than ninety (90) days prior to the above specified expiration date, or any anniversary thereof. If notice of desire for modification is served, such notice must clearly specify the modification desired. The issuance and service of such notice, whether the same be for termination or modification, shall operate to terminate this Agreement on its expiration date, if no accord is reached between the parties prior to such time.

B. Answering or counter-notice indicating termination or a desire to modify the Agreement may be issued and served by the opposite party. If such notice is issued, it must be in writing, must be served within thirty (30) days from the mailing date of the opening notice, and must, if it indicates only a desire for modification, clearly specify the modification desired.

C. Service shall be deemed complete on the postmarked date of all notices submitted by mail hereunder.

D. The issues as formed by notice and counter-notice, as above specified, shall be the only subjects open for discussion and agreement during the course of negotiations or collective bargaining had during the continuance of this Agreement.

Teamster Local #2

Date 11-4-77

By Leo Lynch
President & Business Manager

By Jim Roberts
Secretary-Treasurer

St. James Community Hospital

Date 11-7-77

By Sister Mary Clarice Lousberg
Sister Mary Clarice Lousberg
Administrator

By Walden M. Clardy
Walden M. Clardy
Personnel Director
June 2, 1977

TO:    Howard Burton

FROM:  Janie Cromwell

RE:    Letter of Agreement to Teamsters

It is agreed that at all times for purposes of patient's and employee safety, two people at a minimum, will be in attendance whenever a patient is moved between bed and stretcher.

Nursing Service personnel will honor the request of any department personnel to assist in the transfer of patient between bed and stretcher. It is understood that at no time will any department personnel move a patient without assistance of one or more other personnel.
June 13, 1977

TO: Howard Burton

FROM: Wally Clardy

RE: Letter of Agreement to Teamsters

It is agreed that the hospital will grant past experience credit for current bargaining unit employees (except nursing service employees) who have been hired since July 1, 1975, provided no past experience credit was granted when the bargaining unit member was hired or rehired as the case may be.

No credit will be awarded if an applicant had a break in service for a period of one (1) year or more immediately prior to being hired.

Fifty percent (50%) credit will be granted for recent comparable experience in a JCAH accredited acute care facility.

In no event will prior service credit be granted which would place the current employee at a rate above the midpoint of the salary scale. The employee will be given no retroactive pay and there will be no retroactive liability to the hospital for same.