

# **AGREEMENT**

**Between**

**MONTANA NURSES ASSOCIATION  
LOCAL UNIT #2**

**and**

**BILLINGS CLINIC  
(HOSPITAL)**

**July 1, 2017**

**through**

**June 30, 2020**



**Copies of the Montana Nurse Practice Act are available from:**

**MONTANA STATE BOARD OF NURSING  
1424 9<sup>th</sup> Avenue  
Helena, MT 59620**

**MONTANA NURSES ASSOCIATION  
20 Old MT State Highway  
Clancy, MT 59634  
(406) 442-6710**

**Montana Nurses Association Local Unit #2**

If you have any questions concerning the interpretation or application of this Agreement, or about any other matter concerning your wages, hours of work, or other terms and conditions of employment, contact your local MNA representative or the MNA Office.

<b>TABLE OF CONTENTS</b>		<b>Page</b>
Collective Bargaining Agreement		1
I.	Recognition and Scope	1
	Maintenance of Membership	2
II.	Equal Employment Opportunity	2
III.	Rights of Management	2
IV.	Hours of Work	3
V.	Wages	5
	A. January 1, 2018	5
	B. Wage Scale Advancement Conditions	5
	C. Wage Scale	6
	D. Experience Recognition for New Hires	6
	E. Night Shift Differential	7
	F. Weekend Differential	7
	G. On-Call Pay	7
	H. Flight Transport Pay	7
	I. SANE (Sexual Assault Nurse Examiners)	8
	J. DOT (Dept of Transportation) Call	8
	K. MNTT (Maternal/Neonatal Transport Team) Call	8
	L. Per Diem	8
	M. Charge Nurse Pay	8
	N. Float Differential	8
	O. National Certification Exam Fee	9
	P. Preceptor Pay	9
	Q. Differential for Extra Shifts	10
	R. Jury Duty	10
	S. Internal Transfers	10
	T. Evaluations	10
VI.	Promotions, Transfers, Layoffs, Seniority, Job Sharing	11
VII.	Paid Time Off (PTO)	12
VIII.	Education and Professional Development	14
IX.	Health & Welfare	15
X.	Grievance Procedure	15
XI.	Discipline and Termination	17
XII.	Termination in Good Standing	17
XIII.	Conference Committee	18
XIV.	Visitation Association Activity	18
XV.	No Strike – No Lockout	19
XVI.	Professional Rights	19
XVII.	Termination	19
XVIII.	Successors and Assigns	20
	Appendix A - Policy Information	21
	Appendix B – MedFlight Salary Model	21

## **COLLECTIVE BARGAINING AGREEMENT**

This Collective Bargaining Agreement (“CBA”) is made and entered between Billings Clinic, “Hospital” a Montana not-for-profit corporation, Billings, Montana, referred to as “the Employer” or “the Hospital” and the Montana Nurses Association, Local Unit #2, referred to as “the Association.” All members of the bargaining unit will be referred to as “nurses” or “employees”.

Whenever the terms “his”, “her”, “he”, “she”, “nurse”, or “employee” are used in this CBA, they shall be interpreted as including or referring to both male and female gender.

The articles set forth constitute the entire CBA.

### **I. RECOGNITION AND SCOPE**

A. Billings Clinic recognizes the Association as the exclusive bargaining representative for bargaining purposes with respect to rate of pay, hours of employment, overtime and conditions of employment specifically referred to herein, for the following bargaining unit:

Included: All registered nurses employed as general duty and team leader/charge nurses at the Billings Clinic Hospital (“Hospital”). These nurses are covered by the terms of this CBA without regard to their work site. Nurses at the Billings Clinic (Clinic) do not float to the Hospital.

Excluded: Guards as defined in the Act, all employees other than registered nurses and nurses employed for temporary staff relief, nurses employed at the Billings Clinic (Clinic), nurse managers and other supervisors/coordinators as defined in the Labor Management Relations Act, provided that any registered nurse supervisor/coordinator can perform work normally performed by members of the bargaining unit.

B. The terms are intended to cover only minimums in wages, hours, working conditions and other employee benefits. The Employer may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimum herein prescribed, without the consent of the Association. The Employer will inform the Association of any changes in a timely manner.

C. During the terms of this CBA and any extensions, no collective bargaining will occur upon any matter covered by this CBA 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 CBA, unless mutually agreed upon by the Employer and Association.

D. This CBA shall include all registered nurses defined as follows:

1. Probationary Nurse - A probationary nurse is a nurse who is in his/her first six months of employment.
2. Full-time Nurse - A full-time nurse is a nurse who has completed his/her probationary period and regularly works a minimum of 72 hours per pay period.
3. Part-time Nurse - A part-time nurse is a nurse who has completed his/her probationary period and works regularly scheduled shifts but works less than 72 hours per pay period.
4. Per Diem Nurse - A per diem nurse is a nurse who works on an as needed basis on a single unit or in multiple areas of the Hospital but does not hold a regular status position with the Hospital. A per diem nurse will receive wages as set forth in Article V of this CBA.
5. Temporary Nurse - A temporary nurse is a nurse who is hired for a period up to six (6) months and is so informed at the time of hire, and who is hired for a special project or to replace a nurse on leave or on vacation or for other reasons.

E. It is the responsibility of the Employer to make available to the Association on or before the tenth day of each month the names and addresses of newly employed and terminated nurses. The Employer will provide a quarterly master list of all nurses covered by this CBA to the Association. All lists shall include the nurse’s name, address, phone, department, date of hire and rate of pay. The Employer also agrees to furnish names of new nurses scheduled for general orientation, in advance of orientation.

F. A time of 30 minutes will be available for MNA to provide information, lunch, and a copy of the CBA to the new nurses under the CBA. The time will be available Wednesday through Friday and will be indicated on the SOAR agenda. If the day of the presentation needs to be altered based on the needs of SOAR, the parties will meet and confer in Conference Committee. The MNA presentation is optional for the nurse to attend.

G. Should the Employer sign a collective bargaining agreement requiring mandatory membership and/or providing for payroll deduction of dues, the Employer will grant the same terms to the Association effective on the first day of the pay period commencing after the 90th day following the effective date of the other agreement.

H. For the convenience of the Association and those employees who may now be or who may become Association members, the Employer, after receipt of an appropriate written authorization from employees covered, agrees to deduct each month the monthly Association dues and remit such dues to the Association. The check-off regular monthly dues shall be terminable and revocable at will by the employee by informing the Employer in writing. The Association agrees to indemnify and hold the Employer harmless against any and all claims, by reasons of any action taken by the Employer under this provision.

I. Maintenance of membership.

1. No nurse is required to join the Association Local Unit by any terms of this CBA. But, all nurses who are current members in good standing and all nurses who join the Association during the term of this CBA shall remain members in good standing for the term of this CBA.
2. Any nurse who fails to comply with the foregoing provision shall be discharged by the Employer within legal constraints no later than thirty (30) days after receipt of a written request for such discharge from the Association. Provided, however, if the affected employee complies with the provisions of this article prior to actual discharge, the employee may continue employment.
3. In the event of any discharge pursuant to the terms of this article, the Association hereby agrees to indemnify and save the Employer harmless for any loss as a result of such discharge.

## **II. EQUAL EMPLOYMENT OPPORTUNITY**

The Employer and the Association agree that each will fully comply with all applicable laws and regulations regarding discrimination against any employee because of such person's race, religion, color, national origin, sex, age, disability, sexual orientation, or marital status. All employees shall be provided a workplace free of sexual harassment. Contact Human Resources for further information or clarification of the above.

## **III. RIGHTS OF MANAGEMENT**

A. The Employer has the exclusive duty and right to determine quality and quantity of patient care, and to manage the business and schedule work. The right to hire, layoff, promote, transfer, discharge for cause, maintain efficiency of employees is the sole responsibility of the Employer, provided:

1. That the Association shall not be discriminated against as such;
2. That the Employer shall not exercise these rights in violation of the provisions of this CBA.

In addition, the Employer has the exclusive duty and right to direct the work force, determine the procedures and policies to be used and determine the services to be furnished by the Employer. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Hospital therefore retains all rights not specifically covered by this CBA.

B. It is not the intent of this article to prohibit or limit the flow of communication from nurse 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 where there is not established policy.

## IV. HOURS OF WORK

A. The basic period will consist of eighty (80) hours in a consecutive fourteen (14) day period and will constitute a pay period. No nurse shall be scheduled to work more than seven (7) consecutive days without at least two (2) consecutive days off unless scheduling arrangements are requested by the nurse.

B. Standard work shifts shall range from 8 to 12 hours. Alternate shifts may be defined based on unit guidelines.

C. Meal Period. An additional 30-minute unpaid meal period will be scheduled for shifts 6 hours or more where the nurse is relieved of his/her duties during this period. If a nurse is interrupted to respond to a patient care need during his/her lunch period, this shall be considered time worked.

After working four (4) consecutive days, the nurse who works the ten (10) and twelve (12) hour shifts shall have at least two (2) consecutive days off unless other schedule arrangements are requested by the nurse.

Billings Clinic will make every effort to provide two (2) fifteen (15) minute wellness breaks per eight (8) and ten (10) hour shifts and three (3) fifteen (15) minute wellness breaks per twelve (12) hour shift. Timing of wellness breaks shall be based on the needs of the department and will be considered time worked.

### D. Scheduling

1. Scheduling guidelines will be developed and maintained on each unit and in Clinical Operations. Scheduling guidelines will include description of the unit, description of staffing structure, staffing guidelines, staffing effectiveness, scheduling and vacation/holiday guidelines. Staff or unit leadership can suggest changes in the guidelines. Prior to a unit vote to change unit wide scheduling guidelines, a staff and unit leadership task force will discuss the needs, different schedule options, alignment with the CBA, and implementation of the change. Communication will be open throughout the process to all staff involved. Proposed changes in the scheduling guidelines require unit leadership approval and a secret ballot vote of staff nurses in the affected unit. 2/3 majority of votes cast are needed for approval. Upon mutual-agreement of the new scheduling guidelines, a trial period of at least six (6) months will be instituted. Following the trial period, a secret ballot vote of staff nurses in the affected unit will be required to continue the new schedule. 2/3 majority of votes cast are needed for final approval. Every effort will be made to assist an individual who is unable to adapt to the new schedule with an alternative solution.

Disputes concerning scheduling will be referred to the Conference Committee referred to in Article XIII. The Conference Committee will discuss the problem and make recommendations to the Hospital and the Association.

### 2. Changes in shifts/completion of shift/added work load.

- a. If a nurse agrees on his/her day off to complete a shift for another scheduled nurse, he/she shall be paid for all hours scheduled in the shift. This applies only when the scheduled nurse begins but is unable to complete the shift as planned.
- b. If a nurse agrees in advance to have his/her posted four-week scheduled shift altered, he/she will be paid only for actual hours worked.
- c. If a nurse comes in on his/her day off to cover added workload, he/she will be paid a minimum of three (3) hours or actual hours worked, whichever is greater.

3. Schedules including days off will be posted for a minimum of a four-week period (see unit guidelines). Schedules will be posted at least fourteen (14) days in advance of the beginning of the schedule. Any changes in the posted schedule which are initiated by an employee must be discussed with and be approved by the individuals affected, including both supervisors and employees. If the Hospital changes the posted schedule, the RN shall mutually agree and be notified in writing (e-mail, electronic scheduling system, etc.). Prior to making changes in the posted schedule, the hospital will explore all staffing possibilities such as use of float pool, per diem, and cross-utilization of nursing staff in other departments. In addition, the hospital may re-schedule needed shifts which may be required in case of a critical staffing issue requiring additional nurses (greater than 50% RNs who are unavailable - vacation, medical leave, position vacancies, etc. in a posted schedule).
4. Other shifts may be scheduled to meet the patient care needs of the Hospital. If other shifts need to be scheduled to meet the needs of the Hospital, the Hospital agrees to consult nurses affected before establishing such shifts. In addition, the Hospital may schedule any shifts which may be required in case of an emergency requiring additional nurses, such as a plane crash, fire, explosion or other disaster.
5. Every effort will be made to schedule a minimum of every other weekend off for those who prefer such a schedule. A nurse, by request, may work two (2) consecutive weekends in order to receive two (2) consecutive weekends off.
6. Nurses may, upon mutual-agreement with the Hospital, trade scheduled work days as long as the nurses have comparable ability and knowledge in the area scheduled.
7. Absenteeism-In the event of an absence, the nurse must notify the manager/designee at least two and one half (2 1/2) hours before the scheduled start of the shift or as directed by the manager. The Hospital may request a statement from the physician/provider regarding the type and extent of illness. Refer to Appendix A for policy reference.

#### E. Overtime

1. Overtime at one and one-half (1 1/2) times the regular rate will be paid for hours worked in excess of 40 hours per work week. In no case will overtime compensation be duplicated or pyramided. Any time not actually worked will not be counted as hours worked in computing overtime. Overtime must be approved by nursing management.
2. The Hospital recognizes the professional judgment and responsibility of nurses to accept or decline overtime assignments. When overtime is necessary to maintain appropriate levels of patient care, the Hospital will ask for volunteers. No nurse will be required to work overtime except in emergency or disaster situations.

F. Nurses requested on behalf of the hospital to testify in court or complete a deposition, including preparation time with Human Resources, Risk Management or legal counsel will receive their regular rate of pay for all time they are required to be away from work. This time will be counted as hours worked in computing overtime. This provision includes court related time for nurses in SANE and DOT.

#### G. System Requested Absence (SRA).

1. If a nurse is scheduled to work a shift and is not needed, he/she shall be notified at least two (2) hours before the shift begins. The Hospital shall attempt to reach the nurse by telephone. A nurse who is not notified by the Hospital and arrives for a scheduled shift shall have the option of working and receiving pay for a minimum of three (3) hours or going/staying home without pay.

This pay provision shall not apply when:

- a. a nurse does not have a telephone and fails to confirm a shift with the charge nurse prior to arriving at work;
- b. a message is left on the nurse's voicemail at least two (2) hours before the shift begins and the nurse arrives at work.



2. If a nurse on system requested absence (SRA) is recalled for that shift, he/she shall be paid for all hours scheduled in the shift, provided the nurse is available to begin work within a time frame not to exceed two (2) hours from time of recall. If the nurse needs more time before beginning work, the nurse shall be paid for actual hours worked. Refer to appendix A for policy reference. Pay for nurses on SRA, voluntary or mandatory, will default to PTO unless PTO is specifically declined on the timecard edit sheet.

H. Up to eight (8) employees covered by this CBA, while participating in negotiations between the Association and the Hospital will be paid hourly up to a maximum of eight (8) hours for each negotiation day. This provision applies only to negotiations for a renewed CBA.

I. Nurses may make application and be granted unpaid days off to attend Association meetings, conventions or workshops of the nurse's choice. Application for the time off shall be submitted to the Hospital at least ten (10) days prior to the posting of the time schedules including the date of the requested days off. The Hospital shall grant time off as staffing permits.

## V. WAGES

A. Effective January 1, 2018, all contract RNs' hourly wage will be based on a wage scale.

1. Beginning January 1, 2018, all RN new hires will be placed on the wage scale based on their years of experience up to a maximum of 12 years. Credit is only given for full years of experience.
2. On January 1, 2018, **all currently-employed RNs** will be transitioned to the new 2018 Wage Scale. The RN will move to the step that is closest to their current base pay without incurring a reduction. The RN's pay rate will be adjusted to the new step.
3. On January 1, 2019, all RNs will move over and down on the wage scale as long as they meet the step advancement conditions\*.
4. Beginning January 1, 2019, all RN new hires will be placed on the wage scale based on their years of experience up to a maximum of 13 years. Credit is only given for full years of experience.
5. On January 1, 2020, all RNs will move over and down on the wage scale as long as they meet the step advancement conditions\*.
6. Beginning January 1, 2020, all RN new hires will be placed on the wage scale based on their years of experience up to a maximum of 14 years. Credit is only given for full years of experience.

B. \*Wage Scale Advancement Conditions

1. The RN will move to the next applicable step on the Wage Scale provided the RN has not received a suspension during the current calendar year.
2. The RN will move to the next applicable step on the Wage Scale provided the RN has received a minimum composite score of a 3.0 or higher on the Annual Performance Review.
3. If the nurse did not meet the composite score minimum requirement to move to the next step, the RN will not have an opportunity to move to the next step until the next evaluation cycle.
4. In the next evaluation cycle, if the RN meets the composite score minimum requirement, provided the RN achieves a 3.0 or higher on the Annual Performance Review, and no further suspensions have been received, the RN will move to the next step.

C. Wage Scale

- The January 2019 wage scale below has been increased 0.50% from 2018.
- The January 2020 wage scale below has been increased 0.50% from 2019.

Step	Jan 2017	Jan 2018	Jan 2019	Jan 2020
0	27.63	28.15	28.29	28.43
1	27.91	28.71	28.85	29.00
2	28.43	29.28	29.43	29.58
3	28.96	29.86	30.01	30.16
4	29.75	30.46	30.61	30.76
5	30.39	31.06	31.22	31.38
6	31.17	31.68	31.84	32.00
7	31.96	32.31	32.47	32.64
8	32.75	32.96	33.12	33.29
9	33.90	33.61	33.78	33.95
10	35.09	34.28	34.45	34.62
11	36.01	34.96	35.14	35.31
12	36.95	35.66	35.84	36.02
13		36.37	36.55	36.73
14		37.09	37.28	37.46
15		37.83	38.02	38.21
16		38.58	38.78	38.97
17		39.35	39.55	39.75
18		40.13	40.33	40.54
19		40.93	41.14	41.34
20		41.75	41.96	42.17
21		42.58	42.79	43.01
22		43.43	43.64	43.86
23		44.29	44.51	44.73
24		45.17	45.40	45.62
25		46.07	46.30	46.53
26		46.99	47.22	47.46
27			48.16	48.40
28				49.37

D. Experience Recognition for New Hires

During the term of this contract, credit for relevant prior experience shall be given to a new hire for purposes of placement on the Wage Scale. Credit will be based on full year of comparable experience (a partial year will not count toward experience credit)

Effective January 1, 2018 up to a completed 12 years of experience will be recognized

Effective January 1, 2019 up to a completed 13 years of experience will be recognized

Effective January 1, 2020 up to a completed 14 years of experience will be recognized

Recent comparable experience shall be defined as clinical nursing experience without a significant break in nursing experience which would reduce the level of nursing skills. This credit must be approved by the Hospital.

E. Night Shift Differential for Rotating shifts– Any nurse whose shift includes time worked between 1900 and 0700 (7pm to 7am) shall be paid \$3.00 per hour.

1. Nurses who work within the period 1900 to 0700 without a meal break receive differential for all hours worked between 1900 and 0700
2. If a night shift extends beyond 0700, shift differential will apply until the nurse is relieved of duty
3. Shifts (other than night shift) beginning before and extending beyond 0700 receive shift differential for all hours until 0700
4. Night Shift Differential for Permanent Nights – Nurses who commit to covering nights on a permanent basis will be paid under the above guidelines; however, the differential will be \$5.00/hour. In order to be considered permanent nights, the nurse must have an FTE status of .50 or greater and commit to 100% nights for their scheduled FTE.

F. Weekend Differential – A weekend differential of \$1.75 per hour will be paid for hours worked between 1900 (7 p.m.) Friday and 1900 (7 p.m.) Sunday. Weekend differential applies to all staff, including per diem RNs. Worked call hours are eligible for the weekend differential (call guarantee hours are excluded).

G. On-Call Pay.

1. All nurses regularly scheduled for call by their departments will be paid at the rate of \$3.00 per hour. When such employees are called to work, they shall be compensated for the time actually worked, or a minimum guarantee of 1.75 hours, whichever is greater, at the rate of one and one-half (1 1/2) times their regular rate of pay in addition to their call pay. The guarantee does not apply to shift extensions whether or not the nurse is on call at the end of the shift (see below).
2. In no case shall the number of paid hours exceed the number of hours scheduled in the call shift. All full and part-time nurses will be required to take an equal amount of on-call time unless otherwise determined by the individual unit's staffing guidelines. There will be no prorating for part-time employees. On-Call devices will be provided by the Hospital for all nurses who take call, while they are on-call.
3. Shift extension - If any nurse who takes call on a regular basis stays longer than (or is called to come in to work PRIOR to) his/her scheduled shift during a time he/she regularly takes call and is not on-call, he/she shall receive one and one-half (1 1/2) times his/her hourly wage for all hours worked during the volunteer period. This shall include any nurse temporarily filling a position with call responsibilities during the fill-in period
4. The Innovative Call nurse positions are exempt professionals. The RNs have guaranteed hours up to their FTE. No premiums or differentials are built into the Innovative Call. If applicable, certification pay will be in addition to the guaranteed hours. Hours not worked will be tracked as "downtime" in order to capture worked and non-worked time. Based on patient care needs, the hospital may discontinue Innovative Call with 30-days' notice provided to the nurse.

H. Flight Transport Pay for non-salaried RNs - In the event that a nurse on a flight for the Hospital, which involves the transport of a patient, is required to stay overnight outside of Billings, Montana, he/she shall be compensated at the rate of one and one-half times his/her regular rate of pay for all hours incurred in the transport of the patient to his/her designated destination and all hours incurred on the return flight. All other hours the nurse is required to be away will be compensated at the regular rate of pay with the exception of eight (8) hours of sleep time.

I. SANE (Sexual Assault Nurse Examiners) is a voluntary program with mandatory call requirements with an obligation of 48 hours a month. Mandatory call requirements may be less as determined by the number of program volunteers. By mutual-agreement, nurses may choose to commit to additional call shifts. Once a nurse is scheduled for a call shift, the nurse is accountable for that shift.

SANE nurses will be compensated at a rate of \$3.00/hr. for all hours on-call. RNs will receive a \$300.00 stipend when called in to perform an examination. During orientation, the orientee's stipend when called in is \$150.00. The preceptor's stipend will remain at \$300.00. Nurses required to testify in court on behalf of the Hospital will receive their regular rate of pay for the time testifying in court.

J. DOT (Department of Transportation) Call – DOT Testing is a voluntary call program and RNs will not be paid while on call. RNs will receive a \$125.00 stipend when called in to perform a DOT test. During orientation, the orientee's stipend when called in is \$62.50. The preceptor's stipend will remain at \$125.00. Nurses required to testify in court on behalf of Billings Clinic will receive their regular rate of pay for the time testifying in court.

K. MNTT (Maternal/Neonatal Transport Team) Call – MNTT is a voluntary call program for staff in LDRP/NICU who choose to participate. Once the RN commits to participate in the MNTT flight program, they will work with the team to provide 24/7 coverage. RNs will rotate through call and receive a stipend when called in for a transport. Stipend amount is as follows:

1. Flight 6 hours or less – Stipend \$300.00
2. Flight greater than 6 hours – Stipend \$600.00

L. Per Diem – A per diem nurse employed by the Hospital covered by this CBA in Article I, Section D, 4 will be paid \$2.00 per hour in addition to the established base rate. A per diem nurse will receive the following wages; shift differentials, weekend differentials, float pay, charge nurse pay, overtime pay, time and one half their regular hourly rate for holiday work, and will be covered under other sections of the CBA. A per diem nurse must work 192 hours every six (6) months. It is the responsibility of the nurse to meet these requirements. Worked hours **exclude** education, training, meeting time and SRA hours. The only exception is up to 16 hours per contract year for designated Skills Days to ensure competency. The six (6) month requirement will be prorated for mid-year hires. A nurse not meeting this requirement may be terminated from employment. No seniority will accumulate while deemed per diem status; however, prior Hospital seniority will be reinstated upon transfer to regular status employment. Periods of per diem status do not affect the nurse's anniversary date of employment. Selective paid educational offerings will be made available as deemed appropriate by management. Refer to administrative policy.

M. Charge Nurse Pay – RNs will be paid \$3.50 above their base hourly rate for all hours worked performing charge nurse duties.

N. Float Differential – RNs (including Per Diem), if approved by their unit leadership to float, will be eligible to receive a float differential of \$3.75/ hour for each hour floated outside their home department and for all hours worked by RNs in Nursing Resources.

The float differential is not paid to a RN when the RN has a “split FTE” designation (FTE is split between two (2) departments)

RNs based in Nursing Resources must float to all of the mandatory units (at a minimum, Inpatient Surgical, Inpatient Medical, Inpatient Cancer Care, Cardiovascular Unit Short Stay Unit, Ortho/ Neuro Unit) in order to be eligible for the float differential. The differential will be paid on all worked hours, excluding in-service hours. The differential is not paid to Nursing Resources RNs until they have completed orientation in the unit assigned. Nursing Resources will not be floated to closed units unless the nurse has agreed and has received unit-specific orientation.

O. National Certification Exam Fee – The Hospital will prepay or reimburse nurses for up to two (2) national examinations (for example, a specialty and a sub-specialty exam, an initial specialty exam and retest, or two specialty exams). If maintaining the certification in a specialty area requires reexamination or a recertification processing fee, the Hospital agrees to prepay or reimburse the fee when evidence is provided that recertification has been completed. This provision allows for up to two exams related to the RN specialty area being paid by the hospital (even if the second exam is not a “designated” certification eligible for certification pay). The RN is responsible for providing Human Resources with a copy of their certification or recertification document.

Certification Pay – The parties support the achievement of national certification. The national certification should elevate the standards of practice in the specialty area.

A certification differential of \$1.25 per hour will be paid for hours worked for nurses who have a national certification in the specialty area in which they are employed. Beginning with the first pay period in July 2019, a certification differential of \$1.50 per hour will be paid for hours worked for nurses who have a national certification in the specialty area in which they are employed.

Each department will have at least one “designated” national certification that will be recognized for the purpose of certification differential pay. The designated certification(s) is most relevant to the practice in the department. Copies of the designated certification grid are available in Human Resources and from unit managers.

- 1) Differential will be paid **only on designated certifications** for each unit.
- 2) RNs becoming newly certified must have the certification designated by the unit in order to be eligible for certification pay.
- 3) If an RN transfers to a new unit, only the designated certification for the new unit will be recognized for purposes of certification pay.

It is the RN’s responsibility to submit appropriate documentation to Human Resources in order to be considered for certification pay. The triplicate form to initiate certification pay is available in HR. Certification pay will not begin until the official certificate with expiration date is received by HR. The “pass/fail” form that can be printed is not sufficient. The certification pay will **not** be retro-active back to the date on the certificate.

It is the RN’s responsibility to hand-deliver the certificate with effective dates to HR.

HR will sign the triplicate form and provide one of the initialed copies to the RN validating receipt of documentation. HR will send a 2<sup>nd</sup> copy to Clinical Operations; the 3<sup>rd</sup> copy will reside in HR.

The differential will be effective at the beginning of the next pay period after document is validated by HR. The differential is \$1.25 regardless of multiple certifications. Effective July 2019, the differential increases to \$1.50 regardless of multiple certifications.

It is the responsibility of the RN who is recertifying to provide documentation on or before expiration date in order for certification pay to be continued.

Conference Committee will periodically review the list of designated certifications to determine if appropriate. Conference Committee will also consider requests to modify the designated certification on a unit.

Billings Clinic provides prepayment or reimbursement for national certification(s) designated for the department (initial exam well as re-certification).

#### P. Preceptor Pay

A preceptor differential of \$1.50 per hour will be paid for hours worked for nurses who are designated preceptors when precepting new RNs covered under the CBA, nursing students in their clinical practicum, or other RNs for whom precepting will occur for four or more hours during a shift. Verification of preceptor designation will be submitted to Human Resources by the manager. For newly designated preceptors, the differential will begin the beginning of the next pay period after documentation is provided.

#### Q. Differential for Extra Shifts

Any nurse with a regular FTE status of 0.50 or greater shall be eligible for extra shift differential as defined herein:

- 1) Nurses with an FTE of 0.50 or greater will receive \$10.00 per hour differential for all extra shift hours worked beyond his/her assigned FTE status.
- 2) Extra shift hours are defined as a minimum of a four (4) hour shift in direct patient care preapproved by nursing management.
- 3) The nurse must be scheduled to his/her established FTE status in each week. Once a nurse has reached his/her FTE status including system requested absences (SRA-both voluntary and mandatory), jury duty, military duty, and PTO hours, the nurse is eligible for extra shift differential.
- 4) Extra shift differential will be offset by any unscheduled absenteeism in that week.
- 5) The nurse has the choice to utilize PTO for SRA time; the nurse remains eligible for extra shift differential regardless if they utilize PTO for the SRA.
- 6) Cancelled extra shifts are eligible for benefit and PTO accruals up to a maximum of 80 hours per pay period. The nurse cannot use PTO for cancelled shifts. Cancelled extra shift SRA hours are not to be calculated in the cumulative SRA hours.
- 7) Overtime provisions are already noted in the contract.
- 8) Extra shift differential does not apply to on-call shifts, extra on-call shifts or extra RN shifts within the Med Flight salary model.
- 9) An individual nurse who reduces his/her regular FTE status will be ineligible to participate in this program for a period of three (3) months and will not receive any of the extra shift differential outlined in this article for that time frame.
- 10) Trade resulting in extra shift pay must be pre-approved.
- 11) If the Hospital wishes to discontinue extra shift differential, the Hospital and the Union will meet in good faith and bargain the effects.

R. Jury Duty - Please see Leave of Absence Policy as referenced in Appendix A.

#### S. Internal Transfers

If a nurse transfers to a bargaining unit position he/she will receive a wage rate equal to or less than any bargaining unit nurse with equal years of recognized experience under the contract. If the nurse was not previously covered under the contract, his/her rate will be determined by years of recognized experience based on the Wage Scale. If the nurse was previously covered under the CBA, and returns to a position under the CBA within 24 months, his/her rate of pay will be the higher of either: the nurse's previous rate of pay under the contract at the time he/she left the contract, or the rate of pay based on relevant years of recognized experience as defined in the CBA.

#### T. Evaluations

An evaluation program is considered a way to determine progress in achieving personal and professional growth and development resulting in better patient care. All RN's will receive an evaluation in accordance with hospital policy. Changes to the annual RN evaluation and peer evaluation tool will be mutually agreed upon by the Hospital and the Association at Conference Committee.

Newly hired RNs will receive an evaluation upon completion of their six (6) month probationary period. They will be transitioned to the common review time after completion of their probationary period which may exceed 12 months due to hire date. All other RNs will receive a performance evaluation every 12 months with a three (3) month grace period if needed.

In the event the RN is not meeting overall standards (2.99 or below) at the time of the performance evaluation, the manager, in consultation with Human Resources, will develop an action plan with the RN. A follow-up performance review will be automatically conducted in six (6) months from the date the evaluation was completed. Interim reviews do not affect the RN anniversary date or future review date.

Any nurse covered by the CBA who receives an evaluation has the right to record any disagreement on the evaluation in the employee's comment section. If the nurse wishes, he/she may discuss her disagreement with the next-in-line supervisor. A nurse who signs the evaluation form is indicating that the evaluation was shared with him/her; his/her signature does not necessarily imply agreement of the evaluation. It is the manager's responsibility to make the final assessment of performance and such assessment shall not be subject to the grievance procedure.

## **VI. PROMOTIONS, TRANSFERS, LAYOFFS, SENIORITY, AND JOB SHARING**

A. Preference for promotions and transfers to other contract RN positions will be given to qualified bargaining unit nurses already employed by the Hospital. Among nurses whose ability and qualifications are approximately the same, seniority within the bargaining unit shall determine the choice for promotion and transfer. All currently employed nurses will be considered for all promotions and transfers for which they have applied. It is the responsibility of the Hospital to make the selection for promotion and transfer from all applications and such selection shall not be subject to the grievance procedure.

B. In the event indefinite layoffs become necessary, the Hospital shall notify the Association at least five (5) days before the effective day of such layoff and bargain the effects. The parties will meet and confer and discuss recommendations regarding the procedures to be followed. These five (5) days do not include Saturday, Sunday or any holiday.

C. Seniority is defined for regular full-time and part-time employees as the longest length of continuous service with the Hospital since the most recent hire as a nurse in the bargaining unit. When a nurse transfers from one unit to another unit under the CBA, his/her seniority shall be the same as before the transfer and will continue to accrue. Continuous service is employment within the bargaining unit uninterrupted by resignation, discharge, and leave of absences beyond 12 weeks. All time incurred during a leave of absence beyond 12 weeks or during per diem status will be subtracted from the original date of hire. Nurses recalled within twelve (12) months of a layoff will have their previous seniority reinstated upon rehire to a regular status position.

Any bargaining unit nurse who transfers to a system position not covered by this CBA will retain, but not accumulate, seniority accrued up to the time of transfer out of the bargaining unit. When such a nurse returns to a bargaining unit position, seniority will again accrue from the date of return.

D. Seniority shall terminate when nurses:

1. Resign from the Hospital.
2. Are discharged by the Hospital.
3. Are absent for three (3) consecutive working days without properly notifying the Hospital, unless a satisfactory excuse is shown.
4. Fail to report for work after layoff within three (3) working days after being notified by certified letter at their last known address.
5. Are on layoff for twelve (12) consecutive months.

E. Job sharing is the sharing of a regular staff position by two people with the position treated as one. The position to be shared must first be approved by the Hospital which will not unreasonably withhold its consent.

The nurses and management involved will work out the details and come to an understanding by mutual-agreement that meets the needs of the individual nurses and the requirements of the unit. If either employee decides to discontinue the job share, the position shall be considered a non-job share and revert to the original FTE commitment by the remaining employee.

F. Position Vacancies

1. Prior to posting a vacant position on any clinical nursing unit at the Hospital, staff on that unit will have an opportunity to change their FTE status. If necessary, the FTE will be posted on the nursing unit, hospital wide, and for external application simultaneously.
2. In filling the position, initial consideration will be given to the senior qualified regular status employee within the same job classification and nursing unit.
3. Appropriate clinical skill mix and experience level to meet patient care needs, as determined by management, shall be the determinant of position placement.
4. Disputes under this provision should be discussed with the manager. If unable to resolve the issue, it may be referred to the Conference Committee referred to in Article XIII. The Conference Committee will discuss the issue and make recommendations to the Hospital and the Association.
5. Human Resources will provide a confirmation to the nurse when position and/or FTE changes occur.

**VII. PAID TIME OFF (PTO)**

A. Paid Time Off

The Employer provides for paid time away from work through a Paid Time Off (PTO) system. PTO provides regular status employees with an FTE of 0.50 and greater with an established number of paid hours off per year for personal use. The number of accrued PTO hours per year is intended to include all aspects of time away from work; for example, holidays, vacation, sick, bereavement, medical appointments and personal days. All time off granted whether paid, unpaid, vacation or holiday must be approved by the manager to ensure that the needs of the Hospital are met. Nothing in this article guarantees approval of any time off which has been requested.

The number of hours earned is proportionate to the number of hours worked and the number of years employed. The maximum number of hours allowed to accumulate is in proportion to the number of continuous years of service based on adjusted hire date.

The PTO model is built with consideration to vacation hours, holiday hours, personal hours and sick hours.

PTO hours will accrue according to the following schedule:

<b>Years Employed</b>	<b>Accrual Rate per worked hour</b>	<b>Maximum Hours Allowed to Accrue in Account</b>
<b>0-4</b>	<b>.09200</b>	<b>190</b>
<b>5-9</b>	<b>.10769</b>	<b>210</b>
<b>10-14</b>	<b>.12307</b>	<b>230</b>
<b>15 +</b>	<b>.12690</b>	<b>250</b>

1. PTO hours begin accruing on the first day of regular status employment and may be taken after satisfactory completion of the one month waiting period.
2. PTO hours must be accrued before they are taken. The PTO hours available are shown on the pay voucher or Employee Self Service every pay period.
3. PTO hours are to be used for scheduled and unscheduled time away from work. Employees will be paid up to their FTE with time worked and PTO hours. Employees are required to use PTO hours if available when taking time off (this does not apply to System Requested Absences) even if the employee works additional hours in the week.
4. Use of PTO hours, with the exception of those due to illness, must be scheduled in advance with the employee’s manager to ensure that the staff needs of the Hospital are met.
5. PTO hours may be taken by employees for scheduled days not worked at the request of the Hospital (System Requested Absence, SRA). Extra shifts that are SRA’d/cancelled are not eligible for PTO. If a nurse elects not to utilize PTO for SRA hours, PTO benefits shall accrue on the SRA hours. A RN will be allowed to utilize PTO hours for periods of SRA if sufficient hours have been accrued in the one month waiting period.



6. Employees may receive PTO pay for a holiday not worked within the one month waiting period if the holiday falls on a regularly scheduled shift. If sufficient hours have not yet accrued to cover the hours for the observed holiday, new employees within their first one month of employment will be allowed to draw on their future PTO accruals. The negative withdrawal will be deducted from future accruals.
7. Employees are encouraged to plan and schedule time off from work. Employees will plan at least one consecutive vacation equivalent to the number of hours regularly scheduled for them in a two-week period. Employees will take the equivalent of another week off on a weekly or daily basis throughout the year.
8. PTO hours are accrued on a maximum of eighty (80) worked hours per pay period. PTO will not accrue on non-productive hours (PTO-vacation, PTO-sick leave, extended leave, bereavement, call back guarantee and non-mandatory education hours). In addition, no time is accrued on an unpaid leave of absence, during a suspension without pay, or while an employee is on a layoff status.
9. PTO will accrue on SRA related time.
10. Compensation of PTO hours will be paid at the employee's base rate of pay. The employee must indicate PTO hours on his/her time record.
11. PTO hours may not be used as the required notice for termination of employment.
12. Benefit hours paid are not counted as hours worked for purposes of computing overtime.
13. After satisfactory completion of the one (1) month waiting period, accrued PTO will be paid upon termination.
14. If vacation is denied or rescheduled at the request of Billings Clinic, employee will work with his/her manager and Human Resources so the employee does not forfeit PTO time.
15. PTO may be used to off-set a loss incurred during a scheduled vacation for the following: Night, Permanent Night, Charge Nurse, and Nursing Resources Float differentials. It is the nurse's responsibility to add in Kronos or by exception sheet, the hours (two (2), four (4), or six (6)) to off-set differential loss. All the following criteria must be met:
  - The nurse needs to work at least one of the above listed differentials for at least 50% of the FTE.
  - Applies to a request of a minimum of one (1) week vacation equal to the FTE.
  - Request must be made PRIOR to the time off in Kronos or by exception sheet.

#### B. Extended Leave

Individuals on the grandfathered Extended Leave (EL) plan (January 2015), refer to administrative Extended Leave Policy ESEP-146. See appendix A. New hire nurses and those currently on the Short Term Disability Plan, please refer to administrative Short Term Leave Policy ESEP-152.

#### C. Short Term Disability (STD) Plan

All newly hired, benefit eligible nurses are covered under the STD benefit as per policy ESEP 152 in Appendix A. STD benefits will be paid at 66 2/3% of the nurses' base salary.

Currently employed nurses on the STD Plan may use extended leave, if available, (through March 31, 2019) to supplement their STD (from minimum 66 2/3% to 100% during STD time). If extended leave hours are not available, nurses may supplement STD time with PTO hours (from minimum 66 2/3% to 100%). At any time after EL hours are exhausted or not available; employees may supplement STD time with PTO hours (from minimum 66 2/3% to 100%). After March 31, 2019, all remaining EL hours shall be forfeited.

D. Leave of Absence - Refer to administrative leave of absence policy. See Appendix A.

#### E. Holidays

1. The following days will be observed as premium paid holidays:
 

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day (12:00 to 23:59)
Independence Day	Christmas Day
Labor Day	
2. Holiday premium at one and one-half (1 1/2) times base rate will be paid for hours worked between 00:00 and 23:59 on the holiday.

3. Nurses working between 12:00 and 23:59 on December 24 will receive holiday premium at one and one-half (1 1/2) times their base rate.

#### F. Scheduling Vacations

1. Vacations must be approved in advance by unit leadership to ensure the needs of the Hospital are met. If the time the employee requested conflicts with the time another employee has requested, an effort will be made to work it out between the employees. If this cannot be done, the employee with seniority has preference except for vacations over Christmas and New Year's, in which case the nurse with the longest seniority without having had a Christmas and New Year's vacation in the last three (3) years has preference.
2. Vacation schedules shall include the weekend preceding and following work week blocks of requested vacation days, unless otherwise indicated by the nurse. No nurse shall be required to find his/her own relief for an approved vacation.
3. Requests for PTO hours during June, July, and August will generally be limited to two (2) weeks for employees with less than five (5) years of continuous service and three (3) weeks for employees with more than five (5) years of service.
4. The nurse does not need to have adequate PTO to cover the request at the time the request is submitted. The nurse is expected to have the PTO hours accrued by the date the vacation/time off begins. If there is not adequate PTO at the start of the vacation, the manager may deny the vacation or the employee may be required to reduce the time-off accordingly.

### VIII. EDUCATION AND PROFESSIONAL DEVELOPMENT

A. Professional Education - A regular and ongoing in-service education program shall be maintained and made available to all shifts and to all personnel. The function of in-service education shall be:

1. To promote the professional care of patients.
2. To develop staff potential.
3. To create an environment that stimulates learning, creativity and personal satisfaction.

Topics to be offered will be determined by discussion between employees and nursing management. The objectives of this discussion shall be:

1. To review the philosophy, objectives and functions of in-service education in light of needs of personnel, nursing department, and nursing care.
2. To provide ongoing education programs which will enhance patient care.
3. To review current care trends.

Mandatory education/meetings, including electronic education, will be posted one (1) calendar month in advance of the scheduled event and/or completion date of the training or educational program.

Examples include:

- A notice given on March 15 will have a completion date of April 15.
- A notice given on January 30 will have a completion date of March 1.

If unable to provide this one-month notice, then other options will be presented for staff who were unable to attend. When educational programs are posted, the Hospital will indicate if attendance is mandatory. Employees required to attend mandatory education during off duty hours will be paid at the applicable rate of pay.

B. Continuing Education – The Hospital will post opportunities for continuing education and will make every effort to budget funds for financial assistance for educational opportunities. Any employee who is interested in an educational opportunity will notify their manager. For meetings or education experiences required by the Hospital, all salary and expenses will be paid by the Hospital. Leave to attend professional education meetings may be granted without loss of pay. Expense allowance may also be granted per Billings Clinic policy. Each nurse with an FTE of 0.50 or greater, who has completed the probationary period, will be allowed twelve (12) hours paid education leave annually (in addition to mandatory education). For per diem employees, see Section V. M. This educational leave must be related to the nursing field and be pre-approved by nursing management.

## **IX. HEALTH & WELFARE**

A. All nurses covered by this Agreement and eligible for coverage under the health insurance program provided by the Hospital may enroll in the program. The hospital will make a good faith effort to provide the most comprehensive coverage possible. Health insurance may be purchased for an employee's family eligible for coverage under this plan with the employee paying the full cost of the additional insurance.

The hospital reserves the right to implement employee contributions to premiums for health insurance benefits. During the term of the CBA, the Hospital shall contribute the premium amount per month for each employee in the FTE range 0.75 to 1.0 less an employee premium contribution for "core" coverage not to exceed:

Year 1 \$87 (2018)  
Year 2 \$95 (2019)  
Year 3 \$103 (2020)

In addition, the Hospital will provide an additional one hundred thousand dollars (\$100,000) accidental life insurance policy for flight and transport nurses while they are in flight or transit.

B. All employees are eligible and must participate in a retirement plan provided by the Hospital once the employee meets the criteria to participate in the retirement plan. Nothing in this CBA will alter, amend or extend the provisions of the retirement plan, and the administration thereof is excluded from the grievance/arbitration provisions of the CBA.

C. Security in the Work Place - The Hospital shall provide a minimum of two (2) security guards to be on duty on the premise.

D. Drug Testing - RNs will be covered under the Substance Abuse in the Workplace and Reasonable Cause for Testing Policy. Refer to appendix A for policy reference.

E. Influenza Vaccination - MNA supports voluntary influenza vaccination for employees. MNA and the hospital will work together in good faith to support the organization's initiative in advancing influenza vaccination to the 90% compliance rate by 2020 (current Joint Commission standard).

F. An informational benefit overview will be presented to Conference Committee each October.

## **X. GRIEVANCE PROCEDURE**

A. The parties intend that the problem-solving procedure which follows shall serve as a means of peaceful settlement of disputes that may arise between them concerning the interpretation or application of this CBA. Both the Hospital and the Association acknowledge the goal of resolving disputes quickly and at the lowest level. The time limits referred to in this Article may be extended in good faith by mutual-agreement of the parties and shall be confirmed in writing as soon as practicable. Such extensions will not be unreasonably withheld.

B. A failure on the part of the Hospital representative to respond to any step within the prescribed time limits shall be deemed a denial of the grievance.

C. At any step in the grievance or arbitration procedure, the grievant(s) have the right to be represented by MNA.

D. If circumstances do not allow the aggrieved employee to discuss the grievance with the employee's immediate supervisor, the employee may go directly to the next-in-line supervisor within the time limit provided.

E. Any period of time specified in this Article X shall not include any time on Saturday, Sunday, or a holiday.

### STEP I – Employee and Immediate Supervisor

Nurses or the Association may commence Step I of the grievance procedure not later than ten (10) days after the incident occurs or is known.

The employee shall first attempt to resolve the problem with the employee's immediate supervisor in writing via the Grievance Form with a copy forwarded to Human Resources. Grievance forms may be obtained by contacting the Association or a local unit officer. The immediate supervisor shall be given no later than ten (10) days to resolve the problem and respond in writing.

### STEP II – Employee, MNA Local Unit Representative and Director

If the matter is not resolved to the employee's satisfaction at Step I, the Grievance Form documents which include: 1) nature of problem, 2) violation, 3) remedy sought, and 4) results of Step I, shall be presented to the Director, or his/her designee, no later than ten (10) days after the immediate supervisor's decision is received. The Director shall confer with the employee (and the MNA Local Unit Representative, if requested by the employee) and shall issue a written reply no later than ten (10) days following receipt of the written grievance.

### STEP III – Employee, Administration and MNA Representative

If the matter is not resolved in Step II to the employee's satisfaction, the employee shall submit a copy of the results of Step II, and submit a copy of their grievance form and supporting documents from Step I and II, and present this to the Chief Nursing Officer (CNO) (and/or designated representative). The CNO/designee shall have no later than ten (10) days to confer with the employee and Association and respond in writing.

### STEP IV – Mediation/Arbitration

#### Mediation

In the event the parties are unable to resolve a disciplinary or discharge grievance pursuant to the foregoing procedure, either the Hospital or the Association may request no later than ten (10) days of the decision in Step III that the issue be submitted to mediation in an effort to avoid arbitration. Any such request is optional and mediation shall be non-binding unless the parties reach mutual-agreement on a compromise, in which event the grievance will be resolved. Selection of a mediator from the Federal Mediation and Conciliation Service (FMCS) will be by mutual-agreement of the parties. The case must be presented and decided within ten (10) days of submission to mediation. The expense of mediation shall be borne equally by the parties. If mediation is requested, the time for notice of arbitration shall be tolled until the completion of mediation. Grievances concerning contract interpretation will not be submitted to mediation but will go directly to arbitration.

If a grievance or dispute is not settled on the basis of the foregoing procedures, the Association shall have no later than thirty (30) days within which to notify the Hospital that the matter shall be taken to arbitration.

#### Arbitration

In the event a grievance is submitted to arbitration within the time limits prescribed, the Hospital and the Association shall select a disinterested third party to serve as arbitrator. Both parties will make an effort to agree and select an arbitrator. If those efforts are not successful within twenty (20) days after the Association files the request, the parties will request the Federal Mediation and Conciliation Service to submit the names of seven (7) arbitrators and the parties shall alternately strike names from the list of names until one (1) remains and that party shall be the arbitrator.

The decision of the arbitrator shall be final and binding upon the Hospital, the Association and the nurse. The cost of the arbitrator will be shared equally by the parties. The arbitrator selected shall be requested to render a written decision within thirty (30) days following the arbitration hearing.

The arbitrator shall have no authority to add to, or subtract from, or modify any of the terms of this CBA. The arbitrator shall not have any authority to substitute his discretion for management's discretion.

Each party shall bear one-half of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses will be paid for by the party incurring them and neither shall be responsible for the expenses of witnesses called by the other party.

## **XI. DISCIPLINE AND TERMINATION**

A. Discipline, when administered, shall take place in a private area. Discipline will be in one or more of the following forms and normally in the following order:

1. Verbal Reprimand
2. Written Reprimand
3. Suspension (without pay)
4. Discharge

B. No nurse will be disciplined or discharged except for just cause. 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 there may be circumstances justifying immediate suspension and/or discharge.

A nurse shall have the right to request the presence of an Association representative (one officially designated by the Association in writing to the Employer) at any investigatory interview which the nurse reasonably fears may lead to disciplinary action. Management may not deny such a request provided the Association makes a representative available within twenty-four (24) hours of the request.

C. Verbal reprimands must be identified as such at the time given to the nurse and shall include a written action plan. Verbal reprimands are not part of the permanent file.

D. Written reprimands, disciplinary suspensions and discharges of employees are appealable up to and through the arbitration step of the grievance procedure.

E. All disciplinary entries in the permanent file shall include a written action plan. Re-evaluation of the written action plan shall be completed no later than six (6) months after the occurrence of the discipline. Such follow-up evaluation will be placed in the nurse's permanent file.

F. Written reprimands, notices of suspension and notices of discharge shall become a part of an employee's permanent file and shall be read and acknowledged by signature of the employee. A nurse may request that a written reprimand be removed from his/her permanent file after two (2) years. A nurse may request that a notice of suspension form be removed from his/her permanent file after three (3) years. The nurse must make the request, in writing, to their manager and Human Resources. The manager will review the nurse's file, and if there have been no further disciplinary notices or issues, the manager will request Human Resources to remove the form. Human Resources will provide a response to the nurse on the status of the request within 14 days of the request. If document is removed from permanent HR file the Hospital has the right to maintain in a separate file for legal, regulatory and risk management issues.

G. In the event a nurse is placed on administrative leave (with pay), she/he shall be furnished a written notice of the administrative leave stating the timeframe of the administrative leave and the reason.

H. During the probationary period, an employee may be discharged without the right of grievance or appeal.

## **XII. TERMINATION IN GOOD STANDING**

A. The Hospital shall give the nurse four (4) weeks written notice of termination or layoff of employment or four (4) weeks pay at the regular rate in lieu thereof. This provision does not apply if the termination is for just cause or a severance package the Association agrees to in the event of a layoff as described in Article VI.

B. A nurse shall give the Hospital at least two (2) weeks written notice of intent to resign unless formally waived by the Employer.

### **XIII. CONFERENCE COMMITTEE**

A. A Conference Committee consisting of representatives appointed by the Hospital and representatives of the Association's Local Unit will meet and confer on a regular basis to discuss matters relating to nursing care. Such a committee shall be on a permanent basis and meet at least monthly. Meetings will be held unless mutually agreed otherwise. Topics of this committee shall include but not be limited to nursing care, orientation, in-service, staffing and Association/Management relations. Conclusions, actions and recommendations of this committee are excluded from the grievance arbitration procedure and shall not infringe on the rights of management as specified in Article III of the CBA.

B. Information concerning major policy and/or programmatic changes with the potential of impacting the entire nursing department will be discussed with the staff and a representative of the Association for input prior to implementation. Staff representatives shall be elected by each clinical area. The Association's Local Unit chairperson shall select one representative to be a member of the committee.

### **XIV. VISITATION ASSOCIATION ACTIVITY**

A. No employee shall engage in Association activities on an employee's work time and at the employee's work area except as provided in Article XI and except for conferences called and conducted by the Hospital.

B. Representatives of the Association may have access to the Hospital in non-work areas so long as it does not interfere with the employee's work. Such visits shall be made after notifying the Vice President of People Resources or his/her designee.

C. The Association will post the following types of notices in the space (minimum of 18" x 18") provided by the Hospital in each nursing area:

1. Association meeting notices and program notices, including relevant meeting minutes
2. Association election notices
3. Notices of appointments to office
4. Notices of Association social affairs

Each party shall be responsible for supplying copies of this CBA for its own needs, provided the Hospital does agree to furnish one copy of the CBA and subsequent letters of CBA to each nurse employed during the term of this contract.

D. The Vice President of People Resources or his/her designee must be notified at least 8 hours in advance of a visit except in the case of a nurse requiring Union representation or for attendance at a SOAR presentation. The Association will provide the Vice President of People Resources a list of names and titles of authorized Association Representatives. Upon arrival on campus, the representative of the Association must check in at Human Resources during business hours (7:30 AM – 4:30 PM). Before or after Human Resources business hours, Association representative(s) will receive a temporary badge from Security. After-hour visits must be communicated to the Vice President of People Resources or his/her designee prior to the visit. The representative of the Association will be provided a temporary visitor badge after checking in and providing the location and purpose of the visit. The badge must be visibly worn at all times during the visit and returned as directed prior to leaving the organization. Pre-scheduled meetings with Chief Nursing Officer or Vice President of People Resources do not require prior notification although Association representative(s) shall check-in in accordance with the above procedures.

## **XV. NO STRIKE - NO LOCKOUT**

It is agreed that during the term of this CBA, the Association will not cause, encourage, engage or participate in any strike, sympathy strike, slow-down, work stoppage or picketing, and the Hospital agrees that it will not lock out employees.

## **XVI. PROFESSIONAL RIGHTS**

- A. An employee may refuse a transfer or float requiring him/her to accept total responsibility in an area in which he/she is incompetent without prior, adequate orientation as determined by the Employer.
- B. Nurses employed by the Hospital may examine their own individual personnel file at reasonable times under the direct supervision of Human Resources staff. Copies of performance evaluations, disciplinary notices, and other documents as approved by the Vice President of People Resources or Manager of Human Resources will be provided to the individual nurse upon written request by the nurse at a cost of \$.10 per page.
- C. Nurse has the right to utilize an Assignment Despite Objection (ADO) form. Assignment Despite Objection forms can be obtained from every department and have specific instructions for use. If a nurse utilizes the form, a copy shall be provided to their clinical coordinator/manager, the Association representative to the Conference Committee who shall bring the ADO forward for review by Committee, and the nurse shall keep a copy. The clinical coordinator/manager may respond to the ADO via the Conference Committee and/or the nurse.
- D. The Hospital recognizes the professional judgment and discretion of the nurse to delegate nursing tasks as appropriate to ensure quality patient care. The Hospital recognizes that a nurse's assessment of a tech/caregiver's skill level is an important factor of delegation. The Hospital will include MNA representation in discussions relating to delegation and competencies.
- E. There is zero tolerance for bullying, intimidation, workplace harassment or retaliation for reporting such treatment. Nurses shall report concerns consistent with Billings Clinic Policy Threats and Intimidation in the Workplace (EM-503). A thorough investigation shall be performed and follow-up shall be conducted with the nurse who reported the concern.

## **XVII. TERMINATION**

This CBA, except as otherwise provided, shall become effective July 1, 2017, and shall continue in effect through June 30, 2020, and will continue from year to year thereafter unless either party notifies the other in writing not more than one hundred twenty (120) days or less than ninety (90) days prior to the expiration date of any year thereafter, of the desire to amend, terminate or change this CBA. Conferences and/or collective bargaining to consider such requests shall be commenced within fifteen (15) days after receipt of such notices.

**XVIII. SUCCESSORS AND ASSIGNS**

This agreement shall be binding upon, and will inure to the benefit of, the parties to this agreement, and to their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this CBA the 9<sup>th</sup> of May, 2017. Signature page located in Appendix C.

**Billings Clinic by:**

Dania Block, RN




Celeste Dimon, RN



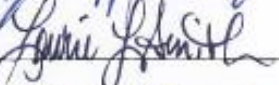
Dawn Morris



Lyle Seavy



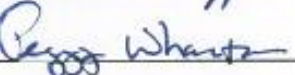
Laurie Smith, RN, CNO



Karla Stauffer



Peggy Wharton, RN



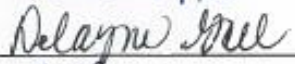
**Montana Nurses' Association**

**Hospital Local Unit by:**

Deanna Evans, RN



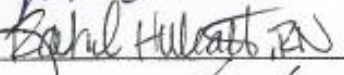
Delayne Gall, RN



Amy Hauschild, RN, MNA



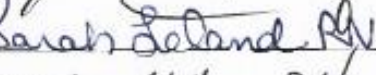
Rachel Huleatt, RN



Just Humphrey, RN



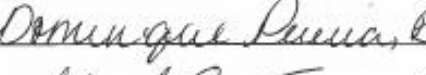
Sarah Leland, RN



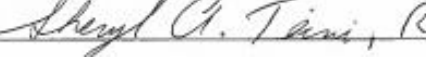
Dylan Malloy, RN



Dominique Pereira, RN



Sheryl Teini, RN





## **Appendix A**

Any changes/modifications in the following administrative policies shall be mutually agreed to by the Association and the Hospital prior to implementation.

- Absences, Tardiness and Unexcused Absences # ESEP 106; Dated 8/7/2016
- Substance Abuse in the Workplace and Reasonable Cause for Testing # ESEP 105; Dated 6/3/2015
- System Requested Absences (SRA) Administration # PCGM 117; Dated 11/26/2013
- Leave of Absence Policy – Non-FMLA #ESEP 150; Dated 4/1/2015
- Extended Leave Policy #ESEP 146; Dated 4/1/2015
- Short Term Leave Policy #ESEP 152; Dated 6/16/2015

To review all of the above policies, go to [www.billingsclinicweb](http://www.billingsclinicweb).

## **Appendix B**

### MedFlight Salary Model

The following consists of the sole method of compensation for RNs under a salary model.

Certified RNs under the MedFlight salary model will receive certification pay on worked hours in Kronos and on the hours calculated based on the paid exempt premium pay model as outlined in appendix B of the current CBA. Worked hours will be based on the RNs FTE: .90 FTE (36 hours per week) or 1.00 FTE (40 hours per week). Worked hours under the Salary Model (Appendix B) is defined as worked time entered into Kronos via badging and/or timesheet exception sheet and shall not include PTO time, extended leave time, or other hours which do not qualify for certification pay.

### General Salary Model Provisions

The parties recognize and acknowledge that the work performed by the Salary Model RN requires knowledge in an advanced field of science or learning, consistent exercise of discretion and judgment, and is predominantly intellectual and varied in nature. The parties therefore agree and acknowledge that because the Salary Model RNs satisfy the duties test and the salary basis test under the FLSAs professional exemption, the Salary Model RNs are professionally exempt under the FLSA.

Compensation (if any) for extra shifts will be covered under the premium pay provision (see specific salary model for extra shift compensation).

Premium Pay Methodology – Two schedules of premium pay will be utilized. The determining factor for which schedule the RN is under will be the RNs base rate of pay outside the salary model as compared to the wage scale midpoint. The wage scale midpoint is the calculated average of the wage scale minimum step and maximum step for a given contract year.

Schedule I – RNs base rate less than midpoint

Schedule II – RNs base rate greater or equal to midpoint

Nurses required to testify in court on behalf of the Hospital will receive their regular rate of pay for all time they are required to be away from work. Refer to Article IV. F.

SRA - (not notified and arrives to work). For RNs in the salary model, if this is an extra shift, premium pay rules will apply.

Recalled from SRA - RNs who return to work on an SRA recall, regardless of hours actually worked in the shift, will be given credit for a shift worked.

Base wages will be determined in accordance with Article V of the contract. After the base hourly rate has been adjusted per the wage scale, a salary model rate will be determined based on the salary model formula. If a RN changes his/her shift rotations or FTE, the salary must then be recalculated based upon his/her new status.

All wage scale adjustments will be applied to the “true” base wage outside of the salary model. After the adjustment is applied to the base wage, the new rate will be adjusted according to the salary model formula.

If an RN in the salary model accepts a position outside the salary model or changes to per diem status, his/her pay rate will return to the true base rate outside of the salary model.

RNs remain eligible for premium pay in the event of an approved absence (i.e., sick day, vacation day).

Jury Duty - RNs who are called to serve on jury duty during a scheduled shift will receive their normal salary. The RN will sign over any jury duty pay to the Hospital.

PTO Use - RNs under the salary model will always use PTO for sick days. For vacation days, authorized absences, and SRA time, they will use PTO time or follow hospital administrative policies related to exempt employees.

Holidays - Holiday premium pay does not apply to RNs under the salary model.

#### Discontinuance of salary model mid-contract

If either party decides to discontinue the salary model mid-contract, a staff and management task force will discuss the issues. Communication will be open throughout the process to all staff involved. Discontinuance of a salary model mid-contract requires 2/3 majority vote by secret ballot of the staff nurses involved.

Disputes concerning salary model discontinuance may be referred to the Conference Committee referred to in Article XIII. The Conference Committee will discuss the problem and make recommendations to the Hospital and the Association.

#### **MedFlight Salary Model**

Hours of Work - For RNs in the MedFlight salary model, the basic period will consist of fourteen (14) shifts in a four (4) week period. These shifts will be a combination of worked and call shifts averaging 70% worked and 30% call shifts per individual. The call shifts will be designated as call shifts in MedFlight only. For RNs in the MedFlight salary model, a standard work day shall consist of 12 hours (this time includes a 30-minute meal period).

Salary Model Formula – The formula to determine a RN moving into the MedFlight salary model will be as follows:

- 1) Current base x 1456 regular hours (0.70 FTE) PLUS
- 2) Overtime rate x 304 regular hours PLUS
- 3) Call hours (1456 hrs--0.30 FTE) = \$4,368.00
- 4) Weekend Differential (8.66 weekends/year x 24 hrs = 208 hours x \$1.75/hr.) = \$364.00
- 5) Annual amount multiplied by
- 6) 20% = new annual amount \* divided by
- 7) 2080 = new hourly rate

EXAMPLE: for RN at current rate of \$28.00/hour

1) Regular hours at base rate -	\$28.00 x 1456 =	\$40,768.00+
2) Overtime	\$42.00 x 304 =	\$12,768.00+
3) Call dollars		\$ 4,368.00+
4) Weekend dollars		<u>\$ 364.00+</u>
5) Sub-total		\$58,268.00
6) Total x 20% =		
7) Annual Salary		\$69,921.60*
	(69,921.60/2080=)	33.62)

\*For payroll processing purposes, annual rate divided by 2080 equal hourly rate

Extra shifts - It is the obligation of RNs in the MedFlight salary model to work 14 shifts (combination of worked and call) within a four (4) week period. These shifts will be a combination of worked and call shifts averaging 70% worked and 30% call shifts per individual. There is no premium compensation for extra shifts worked within the MedFlight salary model. In addition, dispatch and medic shifts will not be eligible for premium compensation. Due to the limited number of staff available to cover MedFlight, RNs are expected to meet the needs of the unit by covering open shifts on an equal and rotating basis. Compliance of this expectation will be monitored.

Premium Pay - RNs under the MedFlight salary model are eligible for premium pay when they work outside of the MedFlight salary model and above the 14 shifts in 4 week period as outlined below.

If unscheduled absenteeism in pay period, utilize following columns to determine premium pay:

Column I - First extra shift

Column II - Two or more extra shifts

Schedule I – RNs base rate less than midpoint

Schedule II – RNs base rate greater or equal to midpoint

## Salaried RN Premium Pay Guidelines

<b>Schedule I Jan 2018</b>	<b>Column I Base</b>	<b>Column II OT</b>
4	131.00	197.00
6	197.00	296.00
8	263.00	394.00
10	329.00	493.00
12	394.00	591.00

<b>Schedule II Jan 2018</b>		
4	169.00	254.00
6	254.00	381.00
8	338.00	507.00
10	423.00	634.00
12	507.00	761.00

---

<b>Schedule I Jan 2019</b>		
4	133.00	200.00
6	200.00	299.00
8	266.00	399.00
10	333.00	499.00
12	399.00	599.00

<b>Schedule II Jan 2019</b>		
4	173.00	259.00
6	259.00	389.00
8	346.00	518.00
10	432.00	648.00
12	518.00	778.00

---

<b>Schedule I Jan 2020</b>		
4	135.00	202.00
6	202.00	303.00
8	269.00	404.00
10	337.00	505.00
12	404.00	606.00

<b>Schedule II Jan 2020</b>		
4	177.00	265.00
6	265.00	397.00
8	353.00	530.00
10	441.00	662.00
12	530.00	795.00

---



Montana Nurses Association



*A Union of Professionals*

This Contract was printed In-House using Union Labor