

# Collective Bargaining Agreement

between

Montana Nurses Association Local Unit 3  
and  
Butte Primary Care Clinic

February 18, 2024 – February 17, 2026



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## ARTICLE 1-PROLOGUE AND RECOGNITION

A. Butte Primary Care Clinic (SCL Health Medical Group – Butte, LLC), operating at 435 S. Crystal Street (PC Butte), 305 W. Porphyry Street (OB-GYN and Urology Clinics, and 1300 W. Park Street, Butte, Montana (herein Clinic) and the Montana Nurses’ Association (herein Association), have agreed as follows:

### B. RECOGNITION AND MEMBERSHIP

1. Covered Associates – The terms hereof shall govern the wages, hours and other working conditions of all registered nurses holding the Registered Nurse – Clinic job title (referred to in this agreement as “RNs or “Nurses”) employed solely by the Clinic excepting, nevertheless, all RN’s employed as members of Clinic’s administrative staff and all directors, managers, supervisors, guards, confidential employees, office clericals, professional and technical employees, as defined under the National Labor Relations Act, and all other employees.
2. Clinic Recognition of MNA – The Clinic recognizes the Association as the sole representative for bargaining purposes of the bargaining unit Registered Nurses – Clinic, as defined in the Clinic’s job description and subject to Articles (1)(A) and 1(B)(1), with respect to salaries, rates of pay, hours of work and other terms and conditions of employment.

## ARTICLE 2-ASSOCIATION REPRESENTATION/AGENCY SHOP

- A. Any present or future Nurse who is not an Association member and who does not make application for membership within thirty (30) days of hire or thirty (30) days from the signing of this contract shall, whichever is later, as a condition of employment, pay to the Association a representation fee in an amount lawfully determined by the Association. Nurses who fail to comply with this requirement shall be discharged by the Clinic within 30 days after written notice to the Clinic from the Association. The Association agrees to indemnify and hold the Clinic harmless against any and all claims, suits, orders, or judgments brought or issued against the Clinic as a result of any action taken by the Clinic under the provisions of this section.
- B. The Association security provisions of this section relate solely to dues uniformly and periodically required of all members of the Association.
- C. The Hospital shall, upon receipt of signed authorization forms from the Nurse, deduct the established monthly amount of Association dues and forward the same to the Montana Nurses Association along with a record of the amount and the names of those for whom deductions have been made. The Association agrees to indemnify and hold the Clinic harmless against any and all claims, suits, orders, or judgments brought or issued against the Clinic as a result of any action taken by the Clinic under the provisions of this section. Alleged violations of the Association’s indemnification obligations under this Article 2 shall

be initiated at Step 2 of the Grievance & Arbitration Procedure (Article 14).

#### D. NOTICES

1. The Association shall be permitted to post the following types of notices, hereinafter referred to as "Notices":
  - a. Union meeting Notices;
  - b. Union election and voting Notices;
  - c. Notices of appointment to Union Offices;
  - d. Notices of Association activities/education; and/or
  - e. Any other notice mutually agreed upon by the Association and the Clinic Manager.
2. The Union Notices must be factual and cannot, in any way, defame, criticize, or disparage the Clinic, its management, its employees, and/or patient care.
3. The Notices shall only be posted on the bulletin boards in the location(s) mutually agreed upon by the Clinic and the Nurses.
4. The notices shall not be posted during work time; however, posting while on breaks or during lunch periods is acceptable.

#### E. CONTRACT COPIES

1. A copy of this Agreement shall be kept and maintained by the Clinic on an intranet site to which each bargaining unit member shall have access. The Association will print and provide contract booklets to members and will also provide six copies to the Clinic. The Clinic agrees to distribute copies of the booklets to members upon request, provided they are available.

#### F. REGISTERED NURSE LISTS

1. When the Clinic hires an RN who will be a member of the bargaining unit, the Clinic will, within 30 days, provide the Association with the name, address, contact information, rate of pay and number of nursing years of experience of that RN.
2. The Clinic will provide the Association with name of a terminated RN who is a member of the bargaining unit within 30 days of such termination.
3. By request of the Association, the Clinic will provide the Association with a list of all RNs covered under the Agreement, including name, address, contact information, date of hire as a bargaining unit RN, rate of pay and number of nursing years of experience.

## ARTICLE 3-MANAGEMENT RIGHTS

- A. Subject to the laws and regulations governing the healthcare industry, the Clinic retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated, or deleted by a provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Clinic and not expressly abridged by this Agreement include, but are not limited to, the following: (i) to manage, direct and maintain the efficiency of its business and personnel; (ii) to manage and control its departments, buildings, facilities, equipment and operations; (iii) to create, change, combine or abolish jobs, departments and facilities in whole or in part; (iv) to subcontract or discontinue work for business, economic, medical or operational reasons; (v) to utilize personnel from nursing registries or other temporary help or staffing agencies, as well as travelers; (vi) to direct the work force; (vii) to increase or decrease the work force; (viii) to lay off Nurses; (ix) to hire, transfer and promote Nurses; (x) to demote, suspend, discipline and discharge Nurses; (xi) to maintain the discipline of its Nurses; (xii) to establish and change schedules of operations; (xiii) to specify or assign work requirements and overtime; (xiv) to assign work and to determine the qualifications, skill, ability, dependability, attitude, and alignment with the applicable Core Values or Code of Conduct of employees regarding such work; (xv) to schedule the workforce, including the determination of working hours, shift assignments and days off; (xvi) to adopt and change rules of conduct, appearance, safety, and other reasonable rules, and penalties for violations thereof; (xvii) to determine and change the type and scope of work to be performed and the services to be provided to patients; (xviii) to determine and change whether and what work will be assigned to bargaining unit Nurses or other non-bargaining unit employees, so long as such assignments do not violate the scope of practice for registered nurses; (xix) to determine and change the methods, processes, means and places of providing service to patients; (xx) to determine the quality of patient services; (xxi) to acquire and dispose of equipment and facilities; (xxii) to pay wages and benefits in excess of those required by this Agreement; (xxiii) to effect technological changes in its equipment and operations; (xxiv) to sell, close, or dispose of all or part of the Clinic; (xxv) to determine the number of hours per day or week that operations shall be carried on; and (xxvi) to determine and change the length and frequency of Nurse's shifts. The Clinic's failure to exercise any right, prerogative, or function hereby reserved to it or the Clinic's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Clinic's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- B. All employees, including Nurses, are expected to abide by applicable policies which, unless expressly countered by a term of this Agreement, shall govern the Nurses' employment.

## ARTICLE 4-NON-DISCRIMINATION

The Clinic and the Association agree that there shall be no discrimination against any Nurse or RN applicant because of race, color, religion, national origin, sex, sexual orientation, age, disability, marital status, union status or activities or any other characteristic protected by law. Alleged violations of this Article 4 shall not be subject to Article 14 (Grievance & Arbitration Procedure).

## ARTICLE 5-UNLAWFUL HARASSMENT

- A. The Clinic will comply with all applicable laws and regulations relating to sexual and other legally prohibited forms of harassment. The Clinic will post all legally required notices relating to unlawful harassment, reporting mechanisms, and other related information.
1. It is a responsibility of all Nurses to report any episodes of unlawful harassment. If a Nurse is subject to or witnesses any unlawful harassment, they must report the matter immediately to their manager. If a Nurse is uncomfortable reporting this to their manager, the Nurse must report the incident directly to the medical group's Human Resources Representative and/or the compliance hotline.
  2. The Clinic will initiate an investigation following reports of unlawful harassment in the workplace.
  3. Any act of retaliation against a Nurse due to the reporting, participation, or involvement in an investigation is strictly forbidden.
- B. Alleged violations of this Article % shall not be subject to Article 14 (Grievance & Arbitration Procedure).

## ARTICLE 6-EMPLOYEE STATUS

- A. **PROBATIONARY RN-** All Nurses shall be considered Probationary RN's during the first nine (9) months of employment ("Probationary Period") during which time the Clinic may terminate their employment with or without cause or the Nurse may terminate their employment, with two (2) weeks written notice. At the Clinic's sole discretion, a Probationary RN's Probationary Period may be reduced or extended up to three (3) additional months for documented performance related matters. An RN's probationary period may be extended three (3) additional months by mutual agreement. Probationary RNs shall have no recourse to the grievance and arbitration procedure set forth in Article 14, with the exception of wage claims.
- B. **FULL-TIME RN -**A full-time Nurse is an RN who is not in a temporary status and is regularly scheduled to work 72-80 hours per pay period. All full-time Nurses are eligible for benefits pursuant to the terms set forth in Articles 23 and 24.



- C. **PART-TIME RN**-A part-time RN is a Nurse who is not in a temporary status and is regularly scheduled to work at least forty (40) hours per biweekly pay period. All part-time Nurses are eligible for benefits pursuant to the terms set forth in Articles 23 and 24.
- D. **PER DIEM RN**-Per diem Nurses are those nurses who accept assignments on a day-to-day basis as needed by the Clinic. A per diem RN is not classified as a full-time RN or part-time RN. A per diem Nurse does not work on a regular basis but is willing to work when the need requires.
- E. **TEMPORARY NURSES**-Temporary nurses are employed on a temporary basis, usually for ninety days (but possibly longer, as dictated by demand, at the sole discretion of the Clinic), for completion of a specific task or project. Temporary nurses are not considered part of the bargaining unit unless and until the earlier of: (a) they are hired into a full-time, part-time, or per diem Registered Nurse – Clinic position or (b) their employment as temporary nurses lasts longer than six months on a basis equivalent to the average hours worked by the regular part-time, or full-time bargaining unit Nurses, as applicable.
- F. **FLOAT NURSES WITH PATIENT ASSIGNMENT**
  - 1. Float nurses, as designated by their Clinic job title, are responsible for floating to another unit/department/pod in which the nurse has the proper skill level.
  - 2. Float nurses will have appropriate certifications and unit specific competencies according to the unit's guidelines as defined by the Clinic.
  - 3. Float nurses shall receive a differential of one dollar and seventy-five cents (\$1.75) per hour for each hour worked while floating and accepting a patient care assignment.

## ARTICLE 7-SENIORITY

- A. Seniority as used herein shall be based upon the original date of hire by the Clinic as an RN into a bargaining unit position, provided there is not a break in service greater than one (1) year.
- B. In the event two (2) RNs are hired on the same date, their seniority shall be determined by their birth date, the RN with the earliest birth date will be the most senior. Seniority shall be used for no purpose unless expressly stated in this Agreement. Nothing in this section shall be construed to limit the right of the Clinic to determine the number of employees, the establishment or elimination of services, or the right to enlarge or reduce staff.
- C. If an RN takes a position out of the bargaining unit, their seniority will be frozen during the time they are out of the bargaining unit and will be resumed upon re-entry into the bargaining unit. The only exception is if an RN begins employment as a bargaining unit nurse and then takes a position with the Clinic outside the bargaining unit and subsequently returns to a bargaining unit position within 2 years, then they will retain all their seniority including the credit earned for the time spent out of the bargaining unit as long as it is not greater than the

two (2) year time period.

- D. The Clinic will maintain a current seniority list and will revise the RN seniority list each year in the Human Resources Department. Provided further, if an event arises where seniority will be a determining factor (i.e., a layoff) the HR department will generate a new seniority list. The RN seniority list will be available on a google or similar drive. Effective upon ratification of this agreement, the initial seniority list will be created based upon date of hire for all current RNs working in the Clinic.
- E. Seniority rights shall not impair the right or ability of the Clinic to discharge or otherwise discipline Nurses for just cause.
- F. Seniority shall be terminated by:
- Discharge for just cause; or
  - Voluntary quit or resignation; or
  - Twelve consecutive months of unemployment through layoffs; or
  - Failure to report to work after a layoff within 48 hours after the time of being personally notified; or
  - Securing other employment during a leave of absence, unless expressly authorized by the Clinic to do so; or
  - Retirement.

## ARTICLE 8-FILLING OF VACANCIES

When the Clinic seeks to fill a bargaining unit Nurse vacancy, the vacancy will be posted on the careers page of the applicable website, which can be accessed through the Landing. The posting shall include: position, title, unit, FTE status, hours of work, basic requirements, and position summary.

## ARTICLE 9-LAY-OFFS AND RECALL

- A. A layoff is defined as a separation from employment for more than five (5) calendar days because of a reduction in force or reorganization and not related to discipline.
- B. In the event of a layoff or recall, seniority will prevail if skills, abilities, and adherence to policies and the Code of Conduct are equal. The Clinic will be the judge of qualifications, skills, abilities, and adherence to policies and the Code of Conduct. Probationary/Temporary Nurses shall be laid off prior to the layoff of Nurses who have completed their probationary period.
- C. Nurses who have been laid off within the preceding twelve months shall be recalled, as dictated by patient and/or business demand, in an order to be determined by the Clinic at the Clinic's sole discretion. The Clinic agrees to maintain a current job posting list on the applicable website.

- D. Affected Nurses and the Association will receive as much notice as is reasonably practicable, but not less than five (5) calendar days' notice or pay in lieu thereof (not to exceed the nurse's FTE), prior to the effective date of the layoff.
- E. If the nurse has not been recalled by 12 months after the layoff, the layoff will automatically be considered permanent. The Clinic retains the right, however, to terminate a nurse in layoff status for just cause prior to the expiration of the aforementioned 12-month period.
- F. If a nurse is laid off, then the clinic shall pay such nurse their accrued PTO balance in a lump sum payment, in accordance with standard payroll. Lump sum payments shall be subject to any applicable local, state, and federal withholding taxes. Provided further, Nurses on layoff status, whether or not being paid PTO, may elect to continue participating in the Clinic's Medical, Dental and/or Vision benefit plan(s) ("Plan") pursuant to the continuation provisions of the applicable Plan(s).

## ARTICLE 10-SCHEDULING

### A. REPORTING NOTICE

- 1. When a Nurse is unable to report for work at their regularly scheduled starting time, such Nurse must give their supervisor as much advance notice as possible (but, in case of emergency, no less than one hour before their regularly scheduled start time) and the probable duration of their absence.
- 2. Both the Clinic and the Association recognize the importance of reporting an absence or late report as soon as possible to optimize success of finding a replacement Nurse.
- 3. If a Nurse wishes to change their posted clinical schedule within a week of any scheduled workday the nurse must arrange for a nurse or other qualified clinical associate who is able to perform the essential functions of the position to fill the shift. The nurse must also obtain their manager's or designee's approval of such change.
- 4. The clinic manager or designee will provide adequate notice to a Nurse of any change to that Nurse's posted clinical schedule.

### B. ORIENTATION

- 1. Orientation for newly hired Nurses at the Clinic shall be for a period of minimum two (2) weeks, which may be extended, decreased, or modified by the Clinic based upon the Nurse's prior experience and work area.
- 2. Orientation for Nurses who transfer from one department to another department will normally be for a minimum period of two (2) weeks, which may be extended, decreased or modified by the Clinic based upon the Nurse's prior experience or familiarity with the new department.

3. The department manager, the newly hired or transferred nurse and a preceptor will discuss whether a Nurse has completed their orientation as evidenced by completion of the orientation skills checklist and whether the Nurse is able to function on a sufficiently independent basis. The department manager shall make the final determination as to whether or not a Nurse has completed their orientation.

## C. HOURS OF WORK

Absent either the affected Nurse's agreement or extenuating circumstances as determined by the Clinic, the Clinic will provide any affected Nurse thirty (30) calendar days written notice prior to any material change in work hours (defined as a change in the days of the week that a Nurse is regularly scheduled to work). The Clinic will offer to hold a collaborative planning session with MNA and the impacted Nurse(s) regarding such changes.

1. A full standard workday shall consist of:
  - a) 8 hours of work (to be completed in 8 ½ consecutive hours) with a 30-minute meal period where the Nurse is relieved of their duties. With prior management approval, Nurses may choose to not take their meal period and leave 30 minutes before their scheduled shift is over, if patient care allows.
  - b) 10 hours of work (to be completed in 10 ½ consecutive hours) with a 30-minute meal period where the Nurse is relieved of their duties; or with prior management approval, Nurses may choose to not take their meal period and leave 30 minutes before their scheduled shift is over if patient care allows.
  - c) 12 hours of work (to be completed in 12 ½ consecutive hours) with a 30-minute meal period where the Nurse is relieved of their duties. With prior management approval, Nurses may choose to not take their meal period and leave 30 minutes before their scheduled shift is over if patient care allows.
2. The work week shall commence at 00:01 on Sunday and end on Saturday at 24:00.
3. Overtime – Overtime will be paid at 1 ½ times the regular rate for all hours worked in excess of 40 hours per week, as required by applicable law.
4. Rest Periods –Barring extraordinary circumstances, a paid rest period of 15 minutes will be provided for all nurses during each four (4) hours of work. Nurses may not combine their break periods to create a longer break period or to leave early before their shift is over.
5. Time at Job-Related In-Service – Attendance at job related in-service education will be considered as time worked if attendance is required by the appropriate manager/clinical director. The Clinic shall recognize and encourage continuing education for Registered Nurses in an effort to assist staff nurses to meet their professional obligations. Educational programs approved by the Clinic shall be reimbursed in

accordance with Clinic travel and education policy.

#### 6. Career Development

- a) The opportunity for associates to attend educational programs, both in the Clinic and outside the Clinic, should be determined in consultation with the department Supervisor.
- b) All full time and part time nurses are eligible for career development assistance in accordance with the applicable Career Development Program policy, provided the employee is not under corrective action, and provided the following conditions are met:
  - i. Class time must not adversely conflict with work schedules, unless approved by the Clinic.
  - ii. Reimbursement of other eligible costs may be granted, at the sole discretion of the Clinic, up to a maximum Clinic participation limit of \$350.00 per calendar year.
  - iii. To be eligible for reimbursement, a nurse must meet the grade requirements in the applicable Career Development Policy and provide a completed Request for Tuition Reimbursement form that is signed by the nurse's immediate supervisor.
  - iv. Full tuition reimbursement and hourly wage shall be provided by the Clinic for all Clinic mandated programs.
  - v. All staff attending tuition assisted offerings shall be responsible for sharing appropriate and applicable information to affected clinic care and service areas. Prior to attendance, the manner in which the information will be shared will be determined with their supervisor.
  - vi. The Clinic agrees to pay for required BLS course(s).

#### **D. MANDATORY OVERTIME AND UNFILLED SHIFTS**

1. Except as permitted by Article 3, Nurses will not be required to work mandatory overtime, unless the Clinic determines that mandatory overtime is required to provide safe patient care or to comply with the Montana Nurse Practice Act and regulations thereunder.
2. After attempting to utilize any qualified volunteers, per diem staff, to secure a traveler (if appropriate and only where travelers are already retained), and/or to assign Nurses from other Clinic locations who are scheduled to work less than their FTE as defined in Articles 6(B) (Full-Time RN) and 6(C) (Part-Time RN), management may assign the unfilled shift(s) to a qualified least senior Nurse, then on a rotating basis. If the Clinic assigns unfilled shifts to the least senior qualified Nurse on a rotating basis for more than 120 days, the Clinic will offer to hold a collaborative planning session with MNA and

the impacted Nurse(s) to discuss staffing, which may include, among other options, retaining a traveler.

#### **E. LOW CENSUS**

1. During period of low patient census, the Clinic may, at its sole discretion, reduce Nursing staff and hours on a short term, temporary basis.
2. A Nurse on overtime will be the first RN reduced during periods of low census. All remaining staffing and/or hours decisions regarding low census shall be made by the clinic at its sole discretion. The Nurse may choose to use accrued and unused PTO or take unpaid time during assigned low census hours.

**F. TRAVEL NURSES-** Travel Nurses are Nurses that have been contracted by the Clinic to work for a specific length of time. Such Nurses shall not be covered by the provisions of this Agreement.

**G. AGENCY NURSES-** Agency Nurses are Nurses that are scheduled through a subcontracting employment agency on an as needed, daily basis. Such Nurses shall not be covered by the provisions of this Agreement.

**H. ATTENDANCE-** Nurses shall comply with applicable Clinic policies regarding attendance and tardiness, including but not limited to any policies regarding timekeeping. The Clinic shall administer attendance/tardiness related discipline in accordance applicable policy and in accordance with any other applicable provision in this Agreement.

**I. SUPERVISOR'S PERFORMANCE OF RN DUTIES-**Supervisors may continue to intermittently perform RN duties to provide assistance to meet patient care needs, assist with training and orientation of new employees, cover bargaining unit employees for meal periods and breaks, work shifts related to unexpected absences, emergencies, or other intermittent work.

## **ARTICLE 11-LEAVES OF ABSENCES**

### **A. FAMILY MEDICAL LEAVES**

Family Medical Leaves of Absence shall be granted in accordance with applicable law and policy. FMLA absences shall not be considered an episode of absenteeism.

### **B. MILITARY LEAVES**

Military Leaves of Absence shall be granted in accordance with applicable law and policy.

### **C. PERSONAL LEAVE**

A Nurse may request a Personal Leave of Absence from work, which may be granted by the Clinic at its sole discretion and in accordance with applicable policy.

#### **D. ACCRUALS**

Paid Time Off shall not accrue during any unpaid time off, except during low census unpaid time off.

#### **E. BEREAVEMENT LEAVE**

Bereavement leave shall be granted in accordance with applicable policy.

#### **F. JURY DUTY**

1. Nurses receiving a jury duty summons are to notify the department manager immediately upon the initial and subsequent notifications, keeping the manager informed and providing proof of jury duty participation if requested. Reasonable accommodations will be made for nurses to be available for jury duty.
2. Nurses shall be compensated for time spent on jury duty in accordance with applicable policy.

#### **G. CLINIC-REQUESTED TESTIMONY**

When a nurse is called for testimony on behalf of the Clinic, nurses shall be paid their normal base hourly wage at straight time and overtime (time and ½), if applicable, for any time spent traveling and providing the requested testimony, as required by applicable law. Additional time spent preparing for such testimony shall be similarly compensated, provided that the nurse has obtained prior approval for a reasonable amount of preparatory time from the Clinic.

#### **H. SHORT-TERM AND LONG-TERM DISABILITY**

Short-Term and Long-Term disability compensation will be administered in accordance with the applicable Medical Leave of Absence Compensation policy.

### **ARTICLE 12-WORK RELATED INJURIES AND INFECTIOUS DISEASE EXPOSURE**

All Nurses are covered by Worker's Compensation through the Clinic. Injuries or exposures to infectious diseases occurring at work must be reported immediately to the Nurses supervisor and/or designee. The Nurse will complete and submit the required form(s) to the event reporting system.

## ARTICLE 13-DISCIPLINE & TERMINATION

- A. Nurses may be disciplined or terminated for just cause, except as provided in Article 6 A (Probationary Employee) of this Agreement, and in accordance with the applicable Corrective Action policy. In taking disciplinary action, the Clinic may, at its sole discretion, follow the principle of progressive discipline directed toward the goal of correction. Discipline, when administered, will be done in one or more of the following forms and normally, but not necessarily, in the following order: (1) verbal coaching; (2) written corrective action; (3) suspension; (4) discharge. The parties acknowledge that the Clinic may, when necessary, immediately suspend or terminate an employee for just cause.
- B. Disciplinary action shall take place in a private area. All bargaining unit Nurses have the right to have an Association representative present for disciplinary proceedings. All disciplinary proceedings are subject to Article 14—Grievance & Arbitration Procedure of this Agreement.
- C. All disciplinary entries in the personnel file not involving termination shall state the required corrective action. Disciplinary actions greater than two (2) years old may not be utilized for progressive discipline purposes provided there have not been further disciplinary action(s) of a similar nature.

## ARTICLE 14-GRIEVANCE & ARBITRATION PROCEDURE

### A. DEFINITION

A grievance is defined as a dispute as to the interpretation, meaning or application of a specific provision of this Agreement. A grievance may be filed by a Nurse individually, by the Association on behalf of a Nurse individually, by the Association on behalf of a group of Nurses, or as a unit. The written grievance must state the issue(s) in dispute, the relevant facts concerning the circumstances of the dispute, the specific provision of the Agreement allegedly violated, and the requested remedy. Both the Clinic and the Association acknowledge the goal of resolving disputes quickly and on the lowest level involving the fewest individuals.

If the Clinic fails to comply with time limits set forth herein, the grievance will be moved to the next step. If a Nurse or the Association fails to comply with the time limits set forth herein, the grievance will be withdrawn, with prejudice. The time limits referred to in this Article may be extended by mutual agreement of the parties and shall be confirmed in writing as soon as practicable.

### B. PROCEDURE

Grievances shall be processed in accordance with the procedure set forth below:



### **STEP 1**

A Nurse should make a reasonable effort to resolve the possible grievance in a meeting with their immediate supervisor within ten (10) days of occurrence of or knowledge of the occurrence causing the grievance. The grievance will be considered denied if not responded to by the supervisor within five (5) days of the initial meeting to discuss the grievance/issue. Days, as used throughout this Article 14, shall be defined as weekdays, Monday through Friday, excluding holidays recognized by applicable policy.

The meeting requirement must be satisfied before a written grievance is submitted at Step 2 below.

### **STEP 2**

If the grievance cannot be resolved at Step 1, it shall be reduced to writing and submitted electronically via email to the Director of Human Resources with a copy to the Clinic Manager within ten (10) days after the denial of the grievance at Step 1. Failure to file a grievance within fifteen (15) days after the event or knowledge of such event shall constitute a waiver on the specific grievance.

Within ten (10) days after receipt of the written grievance, a meeting (in person or virtual) shall be held with the Director of Human Resources and Clinic Manager. Within ten (10) days after the meeting, the Clinic shall respond to the grievance in writing. If the Clinic fails to respond in writing within ten (10) days after receipt of the written grievance, the grievance shall be moved to Step 3.

### **STEP 3**

If the grievance cannot be resolved at Step 2, a meeting shall be held with the Clinic's Practice Administrator within ten (10) days of the denial at Step 2, or longer with mutual agreement. Within ten (10) days after the meeting, the Clinic Practice Administrator shall respond to the grievance in writing.

In the event the parties are unable to resolve a grievance, either party may request in writing within ten (10) days of the final Step 3 written response that the issue be submitted to optional mediation in an effort to avoid arbitration. Any such mediation shall be optional, subject to the parties' mutual agreement, and non-binding unless the parties reach mutual agreement on a compromise, in which event the grievance will be resolved once reduced to writing and signed by the parties. Selection of the mediator will be by mutual agreement of the parties. The expenses of mediation shall be born equally by the parties. If the parties agree to mediation, the time for notice for arbitration shall be tolled until completion of mediation.

### **STEP 4**

If the dispute is not resolved at Step 3, the Association may submit the grievance to arbitration by notifying the Clinic in writing of its intent to do so. In order to be timely, the Association's notice must be received by the Director of Human Resources within ten

(10) days after the Association's receipt of the Clinic's Step 3 response.

**D. TIME LIMITS**

The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of the Association and the Clinic. Agreed upon timeline extensions shall be reduced to writing.

**E. ARBITRATION PROCEDURE**

The following procedure shall apply if a grievance is submitted to arbitration: the parties will request a list of seven (7) arbitrators who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service (FMCS); an impartial arbitrator may be selected by mutual agreement.

If the parties cannot reach agreement, the parties will select an arbitrator by alternately striking names from the list until one arbitrator remains. The selection of the arbitrator must be completed no later than forty-five (45) calendar days from receipt by the Clinic and the Association of the list of arbitrators from the FMCS.

1. A hearing on the grievance shall be held at a time and place designated by the parties, at which the Clinic and the Association shall present their respective positions, evidence, and arguments. The sole parties to the arbitration proceeding shall be the Clinic and the Association. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit Nurses.

2. The arbitrator's authority is derived from this Agreement and their jurisdiction is limited to the interpretation and application thereof. They shall not have authority to (a) amend, modify, or delete any provision of this Agreement; or (b) render an award on any grievance arising before the effective date, or after the termination date of this Agreement.

3. If the arbitrator should conclude that the Clinic did not violate this Agreement by taking the action grieved, they shall have no authority to order a change to or restriction on the Clinic's action, nor shall they substitute their own judgment for that of the Clinic. Unless a specific provision of this Agreement expressly grants the Association a right, privilege or benefit claimed by it, the arbitrator shall not recommend that any such right, privilege or benefit be granted to the Association.

4. The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of the mutual facilities shall be borne equally by the Clinic and the Association.

## ARTICLE 15-CONTRACT TERMS AS MINIMUMS

The terms hereof are intended to cover only minimums in wages, hours, working conditions, and other employee benefits. The Clinic may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimums herein prescribed. The Association shall, however, be given advance notice of all such changes.

## ARTICLE 16-SAVINGS CLAUSE

If any provision of this Agreement is held to be in conflict with any State or Federal law, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect.

## ARTICLE 17-SUCCESSORS AND ASSIGNS

This agreement shall be binding upon all successors and assigns.

## ARTICLE 18-ENTIRE AGREEMENT/TERM OF THE AGREEMENT

- A. The parties agree that this Agreement constitutes the entire contract between them governing wages, hours, and conditions of employment of bargaining unit Nurses covered during the term hereof and settles all demands and issues on all matters subject to collective bargaining.
- B. During the term of this Agreement, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so under existing law or by the express terms of this Agreement, unless by mutual agreement of the parties.
- C. This Agreement shall become effective as of February 18, 2024, and shall remain in full force and effect until 11:59 p.m. on February 17, 2026 inclusive, and thereafter for successive yearly periods, unless at least ninety (90) days prior to the expiration date of this Agreement either party shall give written notice to the other of its intention to terminate this Agreement.

## ARTICLE 19-NO STRIKE/NO LOCKOUT

- A. During the term of this agreement, no Nurse shall engage in any strike, picketing, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the Clinic. However, notwithstanding the foregoing, nothing herein shall be deemed or construed to prohibit Nurse(s) from participating in or supporting on their non-working time any lawful demonstration or rally related to the Clinic by another labor organization. The prohibitions of this Article are intended to apply regardless of the motivation for the strike or other conduct. By way of illustration only, this Article expressly prohibits (1) sympathy strikes (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining

unit); (2) strikes over disputes that are not subject to arbitration; and (3) strikes in protest of alleged violations of state or federal law.

- B. The Association, its officers, agents, representatives, and members, shall not in any way, directly or indirectly authorize, assist, encourage, participate in or sanction any stoppage or interruption of work, as mentioned above, or ratify or condone or lend support to any such conduct or action.
- C. In addition, to any other liability, remedy or right provided by applicable law or statute, should a stoppage or interruption of work, as mentioned occur, the Association within 24 hours of request by the Clinic shall (a) publicly disavow such action by the Nurses, (b) advise the Clinic in writing that such action by the Nurses has not been called or sanctioned by the Association, and (c) notify Nurses of its disapproval of such action and advise the local unit chairperson to instruct such Nurses to cease such action and return to work immediately. The Clinic agrees that it will not lock out Nurses during the term of this agreement.
- D. The Clinic agrees that it will not lock out Associates during the term of this agreement.
- E. In lieu of, or in addition to any other action at law or equity, including use of the regular grievance procedure in Article 14 (Grievance & Arbitration Procedure), any party may institute the following expedited procedure when a breach of this Article 19 (No-Strike/No Lockout) is alleged:
  1. The party alleging a violation of this Article 19 shall deliver written notice to the other party and request an arbitration panel of seven (7) from the Federal Mediation and Conciliation Service (FMCS) noting the panel request is under FMCS expedited arbitration procedures and, to the extent permissible under FMCS procedures, affiliated with American Arbitration Association (AAA) members using the FMCS online arbitration request form. Immediately upon receiving the panel, the parties shall meet via videoconference within twenty-four (24) hours and alternately strike names from the list. Which party shall be first to strike shall be determined by coin-flip. The last arbitrator remaining on the list shall hear the matter. The parties shall notify the selected arbitrator immediately. The arbitrator shall notify the parties of the hearing by facsimile, e-mail or hand, and a videoconference hearing shall be scheduled within twenty-four (24) hours with agreement of the arbitrator. The failure of either party to attend a hearing properly noticed by the arbitrator shall not delay the hearing or the issuance of an award. The sole issue in the hearing shall be whether a violation of Article 19 (No-Strike/No Lockout) has occurred or is occurring. With agreement of the arbitrator, the hearing shall continue without adjournment until it is concluded. The arbitrator shall issue a written award within twelve hours after the close of the hearing. If the arbitrator finds that a violation has occurred or is occurring, the arbitrator shall issue a cease-and-desist order, and may award other appropriate equitable relief. The arbitrator's award shall be immediately enforceable by a court of competent jurisdiction. The fees and expenses of the arbitrator shall be borne by the party or parties found to be in violation of this Article, or in the event no violation is found, by the moving party.
  2. If the arbitrator determines that a violation of this Article has occurred, the Association, in

the event of a violation by the Association, shall, within three (3) hours of receipt of the arbitrator's award, direct all employees participating in the activity found to be in violation to cease the activity immediately and to abide by and follow any directives from the Clinic concerning such employees' return to work or, in the event of a violation(s) by the Clinic, the Clinic will immediately cease the lockout and allow RNs to return to work. The party found to be in violation shall provide the other party with copies of any written materials it distributes to employees concerning the cessation of the activity found to be in violation or, if such direction is provided verbally by either party, details of the verbal direction to cease the activity at issue shall be provided to the other party.

## ARTICLE 20-NOTICES

Notices by the Association to the Employer shall be mailed, by certified mail, return receipt requested, or e-mailed with a delivery and read receipt or delivered to the following address: Clinic's Practice Administrator at 435 S. Crystal Street, Butte, MT 59701.

## ARTICLE 21-PROFESSIONAL CONFERENCE COMMITTEE (PCC)

- A. Clinic Administration, jointly with representatives of the Registered Nurses, shall maintain a Professional Conference Committee (PCC) to assist with areas of concern. The purpose of the committee is to foster improved communications between the employer and the nursing staff. The function of the committee is limited to an advisory capacity. The participating members will represent the views of their respective group.
- B. Such a committee shall be on a permanent basis and meet at least quarterly, unless it is mutually agreed otherwise, and time spent at PCC will be considered time paid. All new policies and any changes to existing policies, over which the Clinic has control, and which affect nursing practice and patient care will be brought to the PCC for discussion. The Clinic retains the right to create, modify, update, distribute, and enforce such policies at its sole discretion.

## ARTICLE 22-HFWA-WPV

- A. **HEALTHY FAMILIES AND WORKPLACE ACT (HFWA)** - To the extent the Clinic offers or continues to offer HFWA leave, covered nurses shall be eligible for such leave in accordance with applicable policy.
- B. **Workplace Violence (WPV)** - The Employer and Association agree to create/continue to keep a Workplace Violence Program in place (WPV) and update as needed through the PCC. The Clinic shares in the responsibility to have all violent events of which Clinic management is aware, reported to police promptly.
  - 1. In the event a nurse, while on duty, is injured in an act of violence or witnesses an employee injured in an act of violence, the Clinic will ensure and assist with facilitating necessary counseling sessions (up to six sessions) through the employee assistance program at no cost to the employee.

## ARTICLE 23-HEALTH BENEFITS/LIFE INSURANCE

A. **Health Insurance** – All regular full and part-time nurses are eligible to enroll in the Intermountain Health Group Health, Dental and Vision Insurance Plans. These plans allow the associate to obtain hospital/medical, well child, dental and vision benefits without requiring a health statement, provided that the associate elects to enroll within 31 days following employment.

If the associate does not enroll within 31 days of employment, they may enroll during the annual open enrollment period or due to a qualified event.

1. All fulltime and part time associates eligible to enroll in the Intermountain Group Health and Dental Insurance Plan will be entitled to enroll for coverage under associate, associate and spouse, associate and children, or associate and family as applicable, in accordance with applicable policy.
2. Dental Insurance - The Clinic agrees to provide group dental insurance for each insurable, qualifying associate and their dependents, in accordance with applicable policy.
3. Vision Insurance - The Clinic agrees to make available for purchase by the associate at a group rate a Vision coverage program according to applicable policy.

B. **Life Insurance** - All full-time and part-time associates are eligible to enroll in the Group Life Insurance Plan through the Clinic. The Clinic will pay one (1) times the annual salary worth of life insurance for each associate, in accordance with applicable policy. For regular part-time associates, the Clinic will provide \$25,000 worth of life insurance coverage.

1. For those full-time associates who desire more comprehensive coverage, they may acquire additional life insurance coverage, in accordance with applicable policy and applicable plan documents. Those associates requesting the additional coverage will have the cost of the plan handled on a payroll deduction basis.

## ARTICLE 24-PAID TIME OFF (PTO)

<b>Length of Service</b>	<b>Hourly Accrual Rate</b>	<b>Maximum accrual/PTO balance</b>
0 - 4 years	.088	304
5 - 9 years	.103846	304
10 – 14 years	.11923	304
15 - 19 years	.123077	304
20+ year	.126923	304

1. Nurses shall be eligible for PTO in accordance with applicable policy, other than items specified in the section.
2. Nurses shall be allotted the equivalent of two workdays per year of unpaid leave per year annually, to be used in no smaller than full workday increments, and to be used only on days where the Clinic at which they work is closed. (E.g., an RN working 10-hour shifts is eligible for up to twenty (20) hours of unpaid leave per year to be used in full-shift increments.)
3. Each full-time and part-time registered nurse shall receive the equivalent of one workday per year of unpaid leave for health maintenance. (E.g., an RN working 10-hour shifts is eligible for ten (10) hours of unpaid health maintenance leave per year to be used in full-shift increments)

## ARTICLE 25-WAGES/DIFFERENTIALS

A. **Wage Scale:** The following rates are based on a schedule of automatic progression for all registered nurses according to a completed year of service based upon individual dates of hire at the Clinic as a RN.

	Year One Scale	Year Two Scale
Step	Wage Rate	Wage Rate
0	29.39	30.13
1	29.84	30.59
2	30.29	31.04
3	30.74	31.51
4	31.20	31.98
5	31.67	32.46
6	32.15	32.95
7	32.63	33.44
8	33.12	33.95
9	33.61	34.45
10	34.12	34.97
11	34.63	35.50
12	35.15	36.03
13	35.68	36.57
14	36.21	37.12
15	36.76	37.67
16	37.31	38.24
17	37.87	38.81
18	38.43	39.40
19	39.01	39.99
20	39.60	40.59
21	40.19	41.19
22	40.79	41.81
23	41.40	42.44
24	42.03	43.08
25	42.66	43.72
26	43.30	44.38

- Effective February 18, 2024, all current RNs will be placed on the Year One Scale by moving down one (1) step, relative to their step placement in effect immediately prior to February 18, 2024.
- Effective at the start of the payroll period containing February 18, 2025, all current



RNs will be placed on the Year Two Scale by moving down one step relative to their placement on the Year One Scale.


- Recognition for Experience
  1. Registered Nurses hired without prior experience as a registered nurse shall receive the base wage rate as provided at Step 0 on the Wage Scale provided in this Agreement.
  2. The Clinic shall consider each prior year of RN experience for new hires for pay step placement.


## B. Differentials

1. Weekend Differential – If applicable, any nurse working weekend shift hours will receive a differential of \$1.75 per hour for all hours worked on that shift.
2. Extra Shift Premium - Nurses agreeing to work Management requested additional shift of five (5) hours or greater above their normally scheduled shifts will be eligible for a \$25.00 extra shift incentive premium. Nurses agreeing to work Management requested additional shift of ten (10) hours or greater above their normally scheduled shifts will be eligible for a \$50.00 extra shift incentive premium. Nurses must meet their weekly FTE/schedule in order to be eligible for the additional extra shift premium amount. Per Diem staff are not eligible for extra shift incentive premium. No overtime shall be paid until the Nurse reaches over forty (40) hours in a week.
3. Per Diem Differential--Per Diem nurses will be compensated at a base hourly rate of pay, plus 8%.
4. BLS/ACLS/PALS--The Clinic shall pay the cost of annual BLS training for nurses and will also pay for the time spent attending such training at the nurse's regular hourly wage rate. The Clinic shall pay the cost of ACLS and PALS training for nurses, provided such training is offered by an Intermountain care site in Butte, MT.
5. Preceptor Nurse--RN's who precept, including but not limited to, new RN's/LPN's/MA's, shall be eligible to receive a preceptor differential of \$2.50 each hour worked precepting and/or orienting newly hired nurses or other employees, and nurses who have permanently transferred from one clinical area to another clinical area. Nurses are only eligible for preceptor pay if they are expressly qualified to precept, if they successfully complete a written preceptor application, and only if they are instructed to precept by their manager. The provisions set forth herein shall not apply to the RN's acting as a resource to RN's/LPN's/MA's who float to another department and/or RN's who are mentoring nursing students.
6. Pay for Bargaining--Nurses participating in contract negotiations during their regularly scheduled working hours must use PTO to cover any time spent on such negotiating activities. Nurses within the bargaining unit may donate PTO to members of the bargaining team to cover time spent during contract negotiation activities, provided the


donation otherwise complies with applicable policy, other than any requirement that the member of the bargaining team must have already exhausted their PTO bank or be on medical leave in order to receive the donation. The Association will manage the donation pool and provide the Clinic with final donation amounts at the conclusion of negotiations. Bargaining team nurses may choose to bargain without pay (maximum of 12 hours) and shall notify administration at the appropriate time during that pay period.


FOR BUTTE PRIMARY CARE CLINICS:


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 12/13/2023  
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 Heidi Saunders, Director of HR

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 Jody Bryant, Executive Director

FOR THE ASSOCIATION:

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 Jennifer Pentecost, RN, President/Vice President

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 Josie TAYLOR, RN, Secretary/Treasurer

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 Emily Peterson, Labor Representative-MNA





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