

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**MONTANA NURSES ASSOCIATION  
LOCAL UNIT #2**

**and**

**BILLINGS CLINIC  
(HOSPITAL)**

**July 1, 2024**

**through**

**June 30, 2026**



**Montana Nurses Association Local Unit #2**

**For information about the Montana Nurse Practice Act, please  
contact the Montana Board of Nursing at:**

**<https://boards.bsd.dli.mt.gov/nursing/>**

If you have any questions concerning the interpretation or application of this Collective Bargaining 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

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## **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 “Employer” or “Hospital” and Montana Nurses Association, Local Unit #2, referred to as “the Association or the Union.” All members of the bargaining unit will be referred to as “nurses” or “RNs”.

Whenever the terms “they”, “them”, “their”, “nurse”, or “RN” are used in this CBA, they shall be interpreted as including or referring to all genders.

The articles set forth and any attached letters of agreement 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 RNs other than registered nurses and nurses employed for temporary RN 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 RN benefits. The Employer may place superior wages, hours, working conditions, and other RN 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 their first six months of employment.
2. Full-time Nurse - A full-time nurse is a nurse who has completed their 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 their 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.

E. It is the responsibility of the Employer to make available to the Association on or before the tenth day of each month a master list of all nurses covered the CBA including the names and addresses of newly employed and terminated nurses. All lists shall include the nurse's name, address, phone, department, date of hire as a bargaining unit nurse, 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 CBA 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 RNs who may now be or who may become Association members, the Employer, after receipt of an appropriate written authorization from RNs 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 RN 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 RN complies with the provisions of this article prior to actual discharge, the RN 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 RN because of such person's race, religion, color, national origin, sex, age, disability, sexual orientation, gender identity and gender expression, or marital status. All nurses 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 RNs 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 other scheduling arrangements are requested by the nurse. Nurses will not be scheduled above their FTE except by mutual agreement among the affected nurse(s) and the Hospital, subject to exceptions listed in Articles IV D.4 and IV E.2.

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

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

Breaks: Billings Clinic will make every effort to provide two (2) fifteen (15) minute uninterrupted wellness breaks per eight (8) and ten (10) hour shifts and three (3) fifteen (15) minute uninterrupted 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.

Consecutive Days: 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.

C. Rest: Nurses will have a minimum of eight (8) hours in between *scheduled* shifts unless the nurse mutually agrees to have fewer hours between scheduled shifts.

After a nurse has worked sixteen (16) of a twenty-four-hour-period, they may request relief. The Hospital will not unreasonably deny the nurses request for a minimum of eight (8) hour rest period.

#### D. Scheduling

1. Scheduling guidelines will be developed and maintained on each unit and in Clinical Operations. Scheduling guidelines will be followed and will include description of the unit, description of staffing structure, staffing guidelines, staffing effectiveness, scheduling, and vacation/holiday guidelines. Nurses or unit leadership can suggest changes to the guidelines. Prior to a unit vote to change unit wide scheduling guidelines, a nurse 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 nurses involved. Proposed changes in the scheduling guidelines require unit leadership approval and a secret ballot vote of RN 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 four (4) to six (6) months will be instituted. Following the trial period, a secret ballot vote of RN nurses in the affected unit will be required to continue the new schedule. If electronic voting is utilized, it must be a secret ballot and the results must be viewed and documented jointly between nurses and leadership. 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 workload.
  - a. If a nurse agrees on their day off to complete a shift for another scheduled nurse, they 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 their posted schedule altered, they will be paid only for actual hours worked.
  - c. If a nurse comes in on their day off to cover added workload, they 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 RN must be discussed with and be approved by the individuals affected, including both supervisors and RNs. 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 RN in other departments. In addition, the hospital may adjust scheduled shifts in case of an unforeseen critical staffing issue requiring additional nurses (greater than 50% RNs who are unavailable 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 unforeseen emergency.
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 workdays 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 the case of an unforeseen emergency or disaster situations. The Hospital will make reasonable efforts to minimize mandatory overtime in these 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 applicable 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 Sexual Assault Nurse Examiner (SANE).

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

1. If a nurse is scheduled to work a shift and is not needed, they 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, they 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. Nurses continue to retain the option to decline PTO for SRA through the electronic system. If a nurse is not scheduled to work after the SRA and before payroll Monday, they may email the edit to their leadership for processing by 0900 on payroll Monday.

H. Up to eight (8) RNs covered by this CBA, while participating in negotiations between the Association and the Hospital will be paid hourly, by the Hospital, up to a maximum of eight (8) hours for each negotiation day up to a total of twelve (12) days.

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. Wage Provision

All contract RNs' hourly wage will be based on a wage scale.

### B. Wage Adjustments

1. Effective July 7, 2024, the base wage will increase 2.5% and RNs will move laterally to the July 7, 2024 scale.
2. Effective the first full pay period of January 2025, the base wage will increase 5% and RNs will move laterally to the January 2025 scale. Additionally, provided the RN has not received a suspension during the previous calendar year, RNs will advance down one step on the wage scale. The wage scale will be adjusted to include 38 steps.
3. Effective the first full pay period of January 2026, the base wage will increase by 4% and RNs will move laterally to the January 2026 scale. Additionally, provided the RN has not received a suspension during the previous calendar year, RNs will advance down one step on the wage scale.

### C. Experience Recognition for New Hires

Effective January 1, 2025, all newly hired RNs, upon their start date, will be placed on the wage scale based on their years of RN experience up to a maximum of twenty-two (22) years. Credit will be based on full years of RN experience (a partial year will not count toward experience credit).

Effective January 1, 2026, up to a completed twenty-three (23) years of experience will be recognized.

Registered Nurse experience shall be defined as years of active employment as a registered nurse.

D. Wage Scale

Step	Current	7/7/2024	1/5/2025	1/4/2026
0	34.76	35.63	37.41	38.91
1	35.45	36.34	38.15	39.68
2	36.16	37.06	38.92	40.47
3	36.87	37.79	39.68	41.27
4	37.61	38.55	40.48	42.10
5	38.36	39.32	41.28	42.94
6	39.12	40.10	42.10	43.79
7	39.90	40.90	42.94	44.66
8	40.69	41.71	43.79	45.54
9	41.51	42.55	44.68	46.46
10	42.33	43.39	45.56	47.38
11	43.17	44.25	46.46	48.32
12	44.03	45.13	47.39	49.28
13	44.90	46.02	48.32	50.26
14	45.80	46.95	49.29	51.26
15	46.71	47.88	50.27	52.28
16	47.64	48.83	51.27	53.32
17	48.59	49.80	52.29	54.39
18	49.56	50.80	53.34	55.47
19	50.54	51.80	54.39	56.57
20	51.55	52.84	55.48	57.70
21	52.57	53.88	56.58	58.84
22	53.62	54.96	57.71	60.02
23	54.69	56.06	58.86	61.21
24	55.78	57.17	60.03	62.43
25	56.88	58.30	61.22	63.67
26	58.02	59.47	62.44	64.94
27	59.17	60.65	63.68	66.23
28	60.35	61.86	64.95	67.55
29	61.55	63.09	66.24	68.89
30	62.78	64.35	67.57	70.27
31	64.03	65.63	68.91	71.67
32	65.29	66.92	70.27	73.08
33	66.60	68.27	71.68	74.55
34	67.93	69.63	73.11	76.03
35	69.28	71.01	74.56	77.55
36		72.43	76.05	79.10
37		73.88	77.57	80.68
38		75.36	79.13	82.29

E. Night Shift Differential for Rotating shifts– Any nurse whose shift includes time worked between 1900 and 0700 (7pm to 7am) shall be paid \$4.25 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 \$5.75 per hour. In order to be considered by leadership for 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 – Nurses will be paid a weekend differential of \$2.50 per hour will be paid for hours worked between 1900 (7 p.m.) Friday and 1900 (7 p.m.) Sunday. Worked call hours are eligible for the weekend differential (on-call hours are excluded).

G. On-Call Pay.

Definitions:

On-call hours: Scheduled hours a nurse is available to be called back in to work.

Call-in hours: Hours worked when on-call.

1. RNs regularly scheduled for on-call hours by their departments will be paid at the rate of \$4.50 per hour. When an RN is called in to work, (call-in hours), they shall be compensated for the time actually worked, or a minimum 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 on-call pay. The minimum 1.75 hours 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 for on-call hours. Full and part-time RNs will be required to take an equal amount of on-call hours unless otherwise determined by the individual unit's Staffing guidelines. There will be no prorating for part-time RNs.
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) their scheduled shift during a time they regularly takes call and is not on-call, they shall receive one and one-half (1 1/2) times their 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.

H. 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 for on-call hours (see Article V. G. 1). RNs will receive a \$600.00 stipend when called in to perform an examination. During orientation, the orientee's stipend when called in is \$300.00. The preceptor's stipend will remain at \$600.00. Nurses required to testify in court on behalf of the Hospital will receive their applicable rate of pay for all time they are directed by Human Resources, Risk Management, or legal counsel to prepare for testimony and testify.

I. Per Diem – A per diem nurse employed by the Hospital covered by this CBA in Article I, Section D, 4 will be paid \$2.25 per hour in addition to the established base rate. A per diem nurse will receive the following wages, shift differential, weekend differential, on-call pay, call-in pay, charge nurse differential, float differential, certification differential, preceptor differential, overtime pay, time and one half (1 ½) 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, on-call hours, 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 these requirements may be terminated from employment. No seniority will accumulate while deemed per diem status; however, prior bargaining unit 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.

J. Charge Nurse Differential – RNs will be paid \$4.00 above their base hourly rate for all hours worked performing charge nurse duties.

K. Float Differential – RNs if approved by their unit leadership to float, will be eligible to receive a float differential of \$3.75 per hour for each hour worked 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, and they are working in the other department within the split FTE (FTE is split between two (2) departments)

RNs based in Nursing Resources must float to all of the mandatory units in order to be eligible for the float differential. Nursing Resources leadership will post a written list of mandatory units where Nursing Resource based RNs will be required to float. The differential will be paid on all worked hours, excluding education hours. The differential is not paid to Nursing Resources RNs until they have completed orientation in the unit assigned. Nursing Resources nurses will be floated to units in which they have received unit-specific orientation and/or possess the skillset to care for that patient population.

L. National Certification– The Hospital will 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 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 Differential** – 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 \$2.75 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 differential.
3. If an RN transfers to a new unit, their certification differential shall continue until the RN is able to test for any of the designated certifications in their new unit. If the RN’s current certification will expire before they are eligible to test for a new designated certification, they are eligible to recertify and continue to receive certification differential. Once the RN is eligible to test for the new unit’s designated certification(s) and they do not obtain the new certification, their certification differential shall cease regardless of the effective dates of their current certification.

It is the RN’s responsibility to submit appropriate documentation to Human Resources (HR) in order to be considered for certification

differential. Certification differential will not begin until the official verification of certification including name of nurse, name of the specialty certification, name of accrediting body, and effective dates of certification is received by HR. The certification differential will **not** be retro-active back to the date on the certificate.

It is the RN's responsibility to ensure the documentation referenced above with effective dates is submitted to HR through an electronic process.

The differential will be effective at the beginning of the next pay period after document is validated by HR. The differential is \$2.75 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 differential 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).

#### M. Preceptor Differential

A preceptor differential of \$4.00 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.

#### N. Differential for Extra Shifts

1. Nurses with an FTE of 0.50 or greater will receive \$12.00 per hour differential for all extra shift hours worked beyond their assigned FTE status.
2. Per diem nurses working over thirty-two (32) hours in a week, will receive \$12.00 per hour differential for all extra shifts hours worked beyond the thirty-two (32) hours in a week.
3. Extra shift hours are defined as a minimum of a four (4) hour shift in direct patient care preapproved by nursing management.
4. The nurse must be scheduled to their established FTE status in each week. Once a nurse has reached their FTE status including system requested absences (SRA-both voluntary and mandatory), jury duty, military duty, bereavement time and PTO hours, the nurse is eligible for extra shift differential.
5. Extra shift differential will be offset by any unscheduled absenteeism in that week.
6. The nurse has the choice to utilize PTO for SRA time; the nurse remains eligible for extra shift differential regardless of if they utilize PTO for the SRA.
7. 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.
8. Overtime provisions are already noted in the contract.
9. Extra shift differential does not apply to on-call shifts or extra on-call shifts.
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.

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

#### P. Internal Transfers

If a nurse transfers to a bargaining unit position they 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, their rate will be determined by years of recognized RN experience based on the Wage Scale. If the nurse was previously covered under the CBA, and returns to a position under the CBA, their rate of pay will be the higher of either: the nurse's previous rate of pay under the contract at the time they left the contract, or the rate of pay based on relevant years of recognized RN experience as defined in the CBA.

#### Q. Evaluations

All RNs shall receive regular check-ins for the purpose of performance progress.

### **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 RNs 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, their 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 Billings Clinic 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 RN 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 RN 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 RN.

F. Position Vacancies

1. Prior to posting a vacant position on any clinical nursing unit at the Hospital, nurses 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 qualified regular status nurse with the most seniority within the same job classification.
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 confirmation to the nurse when their 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 RNs 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 RN Self Service every pay period.
3. PTO hours are to be used for scheduled and unscheduled time away from work. RNs will be paid up to their FTE with time worked and PTO hours. RNs are required to use PTO hours if available when taking time off (this does not apply to System Requested Absences) even if the RN 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 RN's manager to ensure that the RN needs of the Hospital are met.
5. PTO hours may be taken by RNs 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. RNs 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 RNs 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. RNs are encouraged to plan and schedule time off from work. RNs will plan at least one consecutive vacation equivalent to the number of hours regularly scheduled for them in a two-

week period. RNs 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 RN is on a layoff status.
9. PTO will accrue on SRA related time.
10. Compensation of PTO hours will be paid at the RN's base rate of pay. The RN must indicate PTO hours on their 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. Accrued PTO will be paid upon termination.
14. If vacation is denied or rescheduled at the request of Billings Clinic, RN will work with their manager and Human Resources, so the RN 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 the electronic timekeeping system or by exception sheet, the hours to off-set differential loss up to a maximum of twelve (12) hours in a week. 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 the electronic timekeeping system or by exception sheet.

#### B. Extended Leave

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

Disability Plan, please refer to administrative policy ESEP-152 Short Term Leave.

#### 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.

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 RN requested conflicts with the time another RN has requested, an effort will be made to work it out between the RNs. If this cannot be done, the RN 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 their own relief for an approved vacation.
3. Requests for PTO hours will generally be limited to two (2) weeks for nurses with less than five (5) years of seniority and

three (3) weeks for nurses with more than five (5) years of seniority.

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 RN may be required to reduce the time-off accordingly.

## **VIII. EDUCATION AND PROFESSIONAL DEVELOPMENT**

A. Professional Education - Regular and ongoing education shall be maintained and made available to all shifts and to all nurses. The function of education shall be:

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

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

1. To review the philosophy, objectives, and functions of education in light of needs of personnel, nursing department, and nursing care.
2. To provide ongoing education 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 education.

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 nurses who were unable to attend. When educational programs are posted, the Hospital will indicate if attendance is mandatory. Nurses 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 nurse 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). The annum is July 1<sup>st</sup> through June 30<sup>th</sup>. Payment is for the number of contact hours awarded (example 3 contact hours = 3 hours RN pay). For per diem nurses, see Section V. I This educational leave must be related to the nursing field and be pre-approved by nursing management and may be done at home. The nurse must provide proof of attendance to their manager by 0900 on the Monday immediately following the education, so the hours can be appropriately coded in the nurse’s timecard; hours can be added by the RN at the electronic timekeeping system.

## **IX. HEALTH & WELFARE**

A. Nurses covered by this CBA 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 a nurse’s family eligible for coverage under this plan with the nurse paying the full cost of the additional insurance.

The hospital reserves the right to implement nurse contributions to premiums for health insurance benefits. During the term of the CBA, the Hospital shall contribute the premium amount per month for each nurse in the FTE range 0.75 to 1.0 less an nurse premium contribution

for “core” coverage. RN contribution increases shall be determined each year by the actual premium percent increase, not to exceed 12% of the previous year’s premium.

Currently 2024 = \$132

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 nurses are eligible and may participate in a retirement plan provided by the Hospital once the nurse 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 Workplace - The Hospital shall provide a minimum of two (2) security guards to be on duty on the premises at all times. Billings Clinic will make every effort to maximize the safety of departments in which nurses work.

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 RNs. 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. All nurses declining influenza vaccination shall complete and submit the declination form by the date required, failure to do so may result in discipline.

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 nurse to discuss the grievance with the nurse's immediate supervisor, the nurse 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 recognized by this CBA.

### **STEP I –**

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 nurse shall first attempt to resolve the problem with their 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. A meeting shall be held with the nurse and the nurse's immediate supervisor. The immediate supervisor shall issue a written reply to the Association and the nurse no later than ten (10) days following receipt of the written grievance.

## STEP II –

If the matter is not resolved to the nurse's satisfaction at Step I, the grievance form, supporting documents and results of Step I, shall be presented to the director, or their designee, no later than ten (10) days after the immediate supervisor's decision is received. The director shall meet with the nurse (and the MNA Local Unit Representative, if requested by the nurse) and shall issue a written reply to the Association and the nurse no later than ten (10) days following receipt of the written grievance.

## STEP III –

If the matter is not resolved in Step II to the nurse's satisfaction, the nurse 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)/designee. The CNO/designee shall meet with the nurse (and the MNA Local Unit Representative, if requested by the nurse) and shall issue a written reply to the Association and the nurse no later than ten (10) days following receipt of the written grievance.

## 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. Mediation 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 FMCS will be by mutual agreement of the parties. 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.

If a grievance or dispute is not settled on the basis of the foregoing procedures, the Association shall have no later than sixty (60) 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 ten (10) days after the Association files the request, the parties will request the Federal Mediation and Conciliation Service (FMCS) 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 selection of the arbitrator should be completed within fifteen (15) days after the parties receive the list from FMCS. The time limits may be extended in good faith by mutual agreement by the parties and shall be confirmed in writing as soon as practicable. Such extensions will not be unreasonably withheld.

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. Coaching/Counseling
2. Verbal Reprimand
3. Written Reprimand
4. Suspension (without pay)
5. 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. Coaching/counseling and verbal reprimands must be identified as such at the time given to the nurse and shall include a written action plan and will be signed by the nurse. Coaching/counseling and verbal reprimands are not part of the permanent file. Coaching/counseling and verbal reprimands can still be addressed through the nurse's chain of command. Coaching/counseling and verbal reprimands older than two (2) years old shall not be relied on as prior discipline but may be used to demonstrate the nurse's awareness of particular rules, policies, and action plans.

D. Written reprimands, disciplinary suspensions, and discharge of nurses 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 the nurse's permanent file and shall be read and acknowledged by signature of the nurse. A nurse may request that a written reprimand be removed from their permanent file after two (2) years. A nurse may request that a notice of suspension form be removed from their 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, 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 a document is removed from the nurse's permanent HR file, the Hospital has the right to maintain it in a separate file for legal, regulatory, and risk management issues.

G. In the event a nurse is placed on administrative leave (with pay), they 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 RN 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/staffing trends, patient safety, 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 RN and a representative of the Association for input prior to implementation. RN 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 RN shall engage in Association activities on an RN's working time or in working areas, except for conferences called and conducted by the Hospital.

B. Representatives of the Association may have access to the Hospital in non-work areas for the purpose of enforcing this Agreement and adjusting grievances. These activities are to be discharged in a manner that will avoid any interference with patient care, Hospital operations, loss of time, or disruption of working schedules.

C. If a representative of the Association seeks access, they will notify the Management designated contact in Human Resources at least eight (8) hours prior to the visit except in the case of the nurse requiring Union representation or for attendance at a SOAR presentation, check in to Human Resources upon arrival, and obtain a Management designated escort if the representative seeks to enter badged areas of the

Hospital. Visits will be restricted to the regular business hours of the Human Resources Department. If the Association intends to visit during other hours, at least 24-hours' notice will be provided so that the Hospital can arrange for an escort to be present for check-in and the visit. In all circumstances, the Association will inform the Hospital of the purpose of the visit as set forth in Section B. above.

D. 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

No other notices shall be posted without approval of the Chief Nursing Officer or their designee. 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.

## **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 nurses.

## **XVI. PROFESSIONAL RIGHTS**

A. A nurse may refuse a transfer or float requiring them to accept total responsibility in an area in which they are incompetent without prior, adequate orientation as determined by the Employer. Nurses with eighteen (18) years or more of bargaining unit seniority are exempt from floating unless the nurse volunteers. Nursing Resources nurses are excluded from this exemption.

B. Nurses employed by the Hospital may examine their own individual personnel file at reasonable times under the direct supervision of Human Resources RN. 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 at no cost to the individual nurse upon written request by the nurse.

C. Nurses have the right to utilize an Assignment Despite Objection (ADO) form. Assignment Despite Objection forms can be obtained from the MNA website or MNA members. The MNA website will be accessible to nurses on any Billings Clinic computer. If a nurse utilizes the form, a copy shall be provided to their leadership and the Association representative to the Conference Committee. The nurse shall keep a copy. The Association representative and/or the leader from the unit will forward the ADO to Human Resources for review by the Conference Committee. The nurse and their leader will be invited to present the circumstances regarding the shift which gave rise to the ADO at the next Conference Committee meeting (as logistical circumstances allow).

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 (ESEP-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, 2024, and shall continue in effect through June 30, 2026, 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 CBA shall be binding upon, and will inure to the benefit of, the parties to this CBA, and to their respective successors and assigns.

**LETTER OF AGREEMENT REGARDING MEDFLIGHT COMPENSATION**

Billings Clinic (hereinafter "Hospital") and the Montana Nurses' Association, Local Unit #2 (hereinafter "Union") here by agree to the following terms regarding MedFlight Compensation:

- 1) Double time will be paid to all RNs when taking flights: (including MedFlight and MNTT teams)
  - a) Double time begins upon arrival at hanger or when the RN arrives at patient bedside.
  - b) Double time ends upon arrival at home base/handoff of patient and proper turnover of plane and equipment. Not to exceed 1hour after arrival/handoff of patient. If workload exceeds the one (1) hour limit, the RN will be compensated at their regular hourly base rate.
- 2) If away from base and flight back is delayed, teams will be paid at regular time rate except for eight (8) hours of sleep time if overnight stay is required up to a maximum of twelve (12) hours per day. Double time will resume when the flight can return to home base.
- 3) If a flight is canceled after the team is activated, an RN will be compensated at double time for 1.75 hours.
- 4) Medflight RNs are guaranteed to be scheduled in Medflight/ Critical Care Units shifts to meet RN FTE. (Administration/Medflight RNs to determine which critical care units meet the needs of the team).
- 5) A Medflight RN will schedule two (2) 12-hour shifts per month in Critical areas and/or ED, following the scheduling guidelines of those units, as staffing allows.
- 6) Medflight will maintain a schedule of duty shifts based upon the availability of all medical transport modes.
- 7) Duty Team - Duty team is defined as a team that can be called at any time during scheduled time for medical transports. Duty shift will consist of a primary and secondary team(s).
  - a) Primary Team(s) are first on any mode of transport.
  - b) Secondary Team(s) will flex to the needs of the hospital and availability of all medical transport modes.
    - i) If secondary team(s) flexes to be off site this team will remain on call for remainder of the scheduled shift.
  - c) Duty Team(s) do(es) not assume primary RN assignments when assisting in hospital.
  - d) If there are no mode(s) of transport available, duty shifts may be SRA'd.
  - e) Any and all adjustments shall be directed and approved by leadership.

This Letter of Agreement will be appended to the 2024-2026 collective bargaining agreement.

Montana Nurses-Association Local Unit #2  
(Union)

Dated 25/06/24

By: Shannon Holland  
Shannon Holland (LNU #2, 2024-10-27 MDT)

Billings Clinic (Hospital)

Dated 25/06/24

By: Amy Hauschild  
Amy Hauschild (LNU #2, 2024-10-27 MDT)



## 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
- Substance Use, Abuse, and Testing  
# ESEP 105
- System Requested Absences (SRA) # PCGM 117
- Leaves of Absence– Non-FMLA Protected #ESEP 150
- Extended Leave #ESEP 146
- Short Term Disability #ESEP 152

To review all of the above policies, go to Billings Clinic icons at <https://icons.billingsclinic.org/PoliciesandJITL.html>.

IN WITNESS WHEREOF, the parties hereto have executed this CBA the 1<sup>st</sup> of July 2024.

Billings Clinic

By

*Dania Block*  
Dania Block (Jul 8, 2024 10:27 CDT)  
Dania Block, RN, Director Nursing  
Practice & Quality

*Sandy Morse*  
Sandy Morse (Jul 8, 2024 10:12 MDT)  
Sandy Morse, RN, VP Hospital  
Operations

*Amanda Haithcox*  
Amanda Haithcox (Jul 8, 2024 09:58 MDT)  
Amanda Haithcox, RN, Director  
Med/Surg

*Aurek*  
Aurek (Jul 8, 2024 11:08 MDT)  
Gerele Pelton, VP Human Resources

*Shannon Holland*  
Shannon Holland (Jul 8, 2024 10:13 MDT)  
Shannon Holland, RN, CNO

*Gregory J Titensor*  
Gregory J Titensor (Jul 8, 2024 09:58 MDT)  
Greg Titensor, RN, VP Hospital Operations

*Maria Gnecco*  
Maria Gnecco (Jul 8, 2024 12:31 MDT)  
Maria Gnecco, Director Talent and Employee  
Engagement

Montana Nurses Association

Local Unit #2

By

*Delayne Stahl*  
Delayne Stahl (Jul 8, 2024 09:40 MDT)  
Delayne Stahl, RN

*Brenda Rider*  
Brenda Rider (Jul 8, 2024 12:56 MDT)  
Brenda Rider, RN

*Rachelle Darragh*  
Rachelle Darragh (Jul 8, 2024 02:07 MDT)  
Rachelle Darragh, RN

*Amy Morrison*  
Amy Morrison (Jul 8, 2024 12:04 MDT)  
Amy Morrison, RN

*Amy Hauschild*  
Amy Hauschild (Jul 8, 2024 09:58 MDT)  
Amy Hauschild, RN, MNA

*Zane Anderson RN*  
Zane Anderson, RN (Jul 8, 2024 09:48 MDT)  
Zane Anderson, RN

*Kathy Dabner*  
Kathy Dabner (Jul 13, 2024 08:22 GMT+3)  
Kathy Dabner, RN

*Katherine Harmon*  
Katherine Harmon (Jul 8, 2024 07:42 MDT)  
Katherine Harmon, RN

*Corina Schwarzingler*  
Corina Schwarzingler (Jul 8, 2024 14:20 MDT)  
Corina Schwarzingler, RN