COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES MONTANA STATE HOSPITAL
AND
MONTANA STATE HOSPITAL PROFESSIONAL EMPLOYEE LICENSED PRACTICAL NURSE ASSOCIATION LOCAL #4436 MEA-MFT, AFL-CIO

2013 - 2015

Collective Bargaining Agreement
between
Montana Department of Public Health and Human Services
Montana State Hospital,
and
Montana State Hospital Professional Employee
Licensed Practical Nurse Association
Local #4436 MEA-MFT, AFL-CIO

PREAMBLE

THIS AGREEMENT is made and entered into this first day of July, 2013, between the State of Montana, hereinafter referred to as the "Employer," and the Montana State Hospital Professional Employee/Licensed Practical Nurse Association, Local #4436, MEA-MFT, AFL-CIO, referred to as the "Association." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly, equitable and peaceful means of resolving any and all grievances, to prevent interruption of work and interference with the efficient operation of the State of Montana, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. It is understood that the Employer is engaged in furnishing an essential public service, which vitally affects health, safety, comfort, and general well being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Montana State Hospital Professional Employee/Licensed Practical Nurse Association, Local #4436, as the sole and exclusive bargaining agent for all employees within the bargaining unit at Montana State Hospital as defined and certified by the Montana Board of Personnel Appeals.

Section 2. The positions represented by the Association shall be classified in accordance with the appropriate pay plan and pay plan rules.

Section 3. Nurse Practice Act: The hospital agrees that all matters relating to the practice of nursing at Montana State Hospital will be in accordance with the Montana Nurse Practice Act.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. Management rights shall be retained and exercised, except as those rights are specifically abrogated in this Agreement, in accordance with the provisions of Section 39-31-303, MCA. "Management Rights of Public Employers". Public

employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as, but not limited to:

1. Direct employees;
2. Hire, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
4. Maintain the efficiency of government operations;
5. Determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and
7. Establish the methods and processes by which work is performed.

ARTICLE 3 - ASSOCIATION SECURITY

Section 1. All employees covered by the terms of this Agreement shall either pay dues or a representation fee to the Association within 30 days of the signing of this Agreement, or within 30 days of employment, whichever is later. The Employer shall discharge employees who fail to comply with this requirement within 30 days after receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after the 30-day period specified above. The Employer shall initiate appropriate discharge actions under this section to insure discharge of the affected employee(s) on the 30th day from receipt by the Employer of the Association's written notice of default and demand for discharge.

Section 2. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Association by such employee for dues. The Employer will remit to the Association such sums within 30 calendar days. Changes in the Association membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be done at least 30 calendar days in advance of such change.

Section 3. The Association shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or result from any action taken by the Employer for the purpose of complying with this Article.

ARTICLE 4 - NON-DISCRIMINATION

Section 1. No member of the Association shall be discharged or discriminated against as a result of Association membership.

Section 2. In accordance with the provisions of Chapter 3, Title 49, Montana Code Annotated, 1979, "Montana Code of Fair Practices," the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualification, without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry.

ARTICLE 5 - EMPLOYEE RIGHTS

Section 1. Management agrees to advise the Association of any intended reorganization, which would involve the deletion of bargaining unit positions. Bargaining unit job descriptions currently in use shall be provided upon request to the Association. The Association shall be notified of substantial changes in job descriptions prior to implementation.

Section 2. No employee shall be disciplined, suspended, or discharged for reasons, which are discriminatory or capricious.

Section 3. No permanent employee may be disciplined, issued a punitive suspension, or discharged except for just cause and with due process. Due process requires that an employee is informed in writing of the reason(s) for any disciplinary action and be provided with an opportunity to respond both orally and in writing to the proposed action prior to its implementation. Both the Association and Management will make every effort to advise the employee of his/her rights. An employee who is suspended shall be reinstated with full pay for all time lost when allegations are found to be unsubstantiated.

Section 4. The Employer may suspend an employee during the course of an investigation when the Employer believes the continued presence of the employee may be detrimental to its operation. The employee will be informed of the known allegations or charges made against the employee and the employee will have the opportunity to respond orally to the allegations or charges. The employee's response will be considered in determining whether an investigatory suspension is warranted. If the employee is suspended pending investigation, a written notice of suspension and reasons for suspension will be provided. The employee may respond orally and/or in writing within five days of receipt of the notice of suspension. It is understood that an investigation may uncover information not contained in the notice of suspension.

Section 5. An employee may request the presence of an Association representative or member during an investigatory interview that the employee reasonably believes will result in his/her being disciplined. It is understood that such request will not unreasonably delay the investigatory process, and that no more than one Association member will be granted paid release time to attend the interview.

Section 6. After serving a probationary period, all permanent employees shall be evaluated at least once each year. The statewide performance evaluation system or another system approved by the Employer shall be utilized in the evaluation of employees covered by this Agreement. The statewide performance evaluation system

or another system approved by the Employer shall be utilized by trained evaluators. Whenever performance appraisals are prepared a copy of the evaluation shall be transmitted to the employee. The immediate supervisor shall discuss the evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. If within 30 calendar days of the written appraisal the employee desires to submit a written response to the performance appraisal, the statement shall be attached to the performance appraisal form in the personnel file.

Section 7. No adverse material may be placed in a personnel file without providing the employee an opportunity to review the material and submit a rebuttal within ten days of issuance. An employee may refuse to sign a document, however, if an employee refuses to sign acknowledgment of the materials, a witness shall sign a statement to the fact that the employee refused to sign. A copy of any such material will be given to the employee.

Section 8. An employee may inspect or obtain a copy of any document contained in his/her personnel file.

Section 9. The Employer will grant a leave of absence to duly constituted officer(s) when his/her absence is required to conduct essential Association business, whenever such business cannot be attended to by an Association officer who is in an off-duty status or that granting such leave would unduly interfere with the hospital operations. A list of duly constituted officers shall be provided to Management once each year and upon each change.

Section 10. Letters of caution, consultation, warning, admonishment, reprimand, or probation shall be considered temporary contents of the personnel file of an employee and shall be destroyed no later than 18 months after they have been placed in the file unless such items are applicable to pending legal or quasi-legal proceedings. The letters of discipline referenced in this section may be retained by the Employer in files other than the employee personnel file and then for only 36 months for the purpose of evidence in subsequent legal proceedings that the employer may be party to, when such are filed within the applicable statute of limitations, or where the discipline involves patient abuse.

Section 11. Material placed in the personnel file of an employee without conformity with the provisions of this Section will not be used by the Employer in any subsequent evaluation or disciplinary proceeding involving the employee. An employee desiring that material which he/she feels is incorrect and should be removed from the personnel file of the employee, shall have the right to appeal it through the grievance procedure.

ARTICLE 6 - PROBATIONARY PERIOD

Section 1. The Employer shall have six months after the date of employment to determine the competency of an employee in any position covered by this Agreement. The probationary period may be extended by mutual agreement between the Employer and the employee. During the probationary period, the Employer may dismiss the employee without the employee having recourse to the grievance procedure after having first evaluated the employee on the recognized evaluation form, and providing the results of the evaluation rate the employee as unsatisfactory. The six-month evaluation shall be written by the employee's immediate supervisor.

Section 2. After the probationary period, employees shall be classified as "permanent employees." The six-month probationary period shall apply to all newly hired employees even though they may have previously worked in another state institution, or for a county or city. This probationary period will not apply to transfers within the Employer, who do not have a break in service.

Section 3. Re-employed persons who have previously completed a probationary period and who return to their previously assigned classification need not be subject to another probationary period; however, Management may require such, based on evaluation of the employee's previous employment record, and the intervening period. In the event that another probationary period is required, the employee shall be informed in writing at the time of hire of reason(s) for it.

ARTICLE 7 - ASSOCIATION RIGHTS

Section 1. Upon written request, the Employer shall make public all information readily available, which is relevant to negotiations or necessary for the proper enforcement of this Agreement. The Employer may charge the Association a copying charge of 10 cents per page for all such material.

Section 2. The internal business of the Association shall be conducted by the employees during their non-duty hours. However, selected and designated Association officers or appointees shall be allowed a pre-approved reasonable amount of paid time to investigate and process grievance and arbitration matters. The Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule.

Section 3. The Association's staff will be allowed to visit work areas during working hours provided that advance permission is received and that the visit shall not unduly disrupt work in progress and is related to employment matters.

Section 4. The Employer shall ensure reasonable access to the Association to the most current policy manual of its rules, regulations, and policies on employment related matters. The Association shall be notified of any proposed changes or additions to personnel rules, regulations, and policies issued by the Department of Administration,

the Department of Public Health and Human Services, and the Montana State Hospital prior to implementation to allow discussion and comment by the Association.

Section 5. The Employer, within 30 days of the signing of this Agreement, shall present the Association with a list of the names and addresses of all current employees covered by this Agreement, and shall update such list each quarter or upon request for all new hires, leaves, and terminations.

Section 6. Accredited Association representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file, with the exception of medical information unless the issue involves such matters, and only where justification is advanced for such access by the Association.

Section 7. The Employer agrees to provide notice to the Association of the discharge of any employee.

Section 8. The Employer agrees to provide advance notice to the Association of any employee layoff along with an opportunity to comment on the layoff.

Section 9. Whenever members of the bargaining unit are required by the Employer to participate during working hours in conferences or meetings, they shall be granted the necessary paid release time.

Section 10. The Association may utilize a reasonable amount of space on bulletin boards currently used for employee notices and shall have access, subject to availability, to a meeting room on the Employer's premises. The Association shall be liable for any damage as a result of such use.

Section 11. During the term of this Agreement, Management will meet, confer, and seek mutual agreement with the Association regarding changes in existing practices not covered by this Agreement that relate to hours of employment and working conditions.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

Section 1. Having a desire to create and maintain harmonious labor relations between them, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of terms and provisions of this Agreement.

Section 2. Grievance Procedure.

Step 1 - Any grievance shall be taken up with the employee's immediate supervisor within 14 calendar days of the grievance. The immediate supervisor shall have seven calendar days to respond.

Step 2 - If the grievance is not resolved informally, a formal grievance may be presented in writing on a mutually agreed to form, within 14 calendar days from the receipt

of the immediate supervisor's response of Step 1 to the Chief Executive Officer or his/her designee. The Chief Executive Officer or his/her designee at the second step shall have 21 calendar days from receipt of the grievance to respond in writing.

Step 3 - If the grievance is not resolved at Step 2, it may be presented to the Department Director or his/her designee within 21 calendar days of the receipt of the Step 2 response. The Director shall have 21 calendar days to respond to the grievance in writing.

Step 4 - Should the aggrieved employee and the Association consider the decision of the Director unsatisfactory, the Association may, within 21 calendar days of receipt of such decision, notify the director and the Chief of the State Office of Labor Relations of its decision to take the grievance to final and binding arbitration.

Section 3. Rules of Grievance Processing.

A. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

B. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the grievant to proceed to the next step.

C. An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has authority to act in the capacity of the person being replaced.

D. When the grievance is presented in writing, there shall be set forth all of the following:

   i. A complete statement of the grievance and facts upon which it is based.

   ii. The contractual rights of the individual claimed to have been violated and the remedy or correction requested.

E. Those employees desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing a grievance under the provisions of this contract may not pursue the same grievance under another procedure.

F. In the event of a classification related grievance, the statutory classification appeal route shall be followed wherein the grievance may be submitted to the Board of Personnel Appeals for final resolution. Where a question arises as to whether the

matter falls under the jurisdiction of the Board or could possibly be arbitrated, the matter may be referred to the Board for a decision.

Section 4. Rules of Arbitration.

A. Within 14 calendar days of the Association's notice of its intent to arbitrate a grievance, the Association shall call upon the Federal Mediation and Conciliation Service for a list of five potential arbitrators with a copy of the request provided to the Chief of the State Office of Labor Relations.

B. Each party shall be entitled to strike names from the list in alternate order and the name so remaining shall be the arbitrator. A coin toss shall determine which party will strike the first name.

C. The arbitrator shall render a decision within 30 calendar days of the hearing and that decision shall be final and binding. By mutual agreement, the parties may request a bench decision from the arbitrator.

D. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the cost.

E. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

ARTICLE 9 - PAY AND HOURS

Section 1. Salaries for classified employees are contained in Addendum A of this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein.

Section 2. Salaries for institutional teachers are contained in Addendum A of this Agreement, which is attached and by this reference made a part hereof as though set forth herein.

Section 3. A workday shall consist of eight hours of continuous work, including two 15-minute rest breaks as assigned by Management. Employees shall also be granted a 30-minute meal period with pay and one free meal. It is understood that such meal period may be interrupted for service without additional compensation.

Section 4. For employees occupying LPN positions: The regular workday shall begin with the starting time of the earliest shift and terminate with the ending of the latest night shift. When a change is made from daylight savings time to standard time, employees on duty when the change is made shall be compensated at time and one-half for the hour worked in excess of eight. When a change is made from standard time to daylight savings time, employees on duty when the change is made shall be paid only for actual hours worked, which normally would be seven. It is agreed that in areas where

employees are engaged in direct care of patient/resident population that there is need of an information exchange between shifts.

Section 5. When designated, a LPN will report 15 minutes prior to the start of their scheduled shift in order to allow exchanges of information between shifts and will receive compensatory time for such duty.

Section 6. The Employer may designate that an LPN position be classified as a "flex" position. Employees in designated flex positions may have their days off, shift assignments, or work locations altered in accordance with the bona fide staffing needs of the hospital.

Section 7. A regular work period shall consist of five regular workdays, Monday through Friday inclusive, totaling 40 hours. For employees occupying LPN positions: The work week shall begin with the start of the earliest shift on Saturday and end with the latest shift on Friday.

Section 8. An alternative work period will consist of 40 hours within seven days composed of a mutually agreed to schedule which includes a minimum of two consecutive days off.

Section 9. In the event that a temporary assignment must be made and mutual agreement cannot be reached with any employee, the employee with the least seniority within a classification will be assigned to the duty.

Section 10. Employees shall not have their work schedule changed unless given ten working days notice of the change, except in emergency situations.

Section 11. Whenever an employee receives a pay or a longevity increment increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 12. Except as provided in 10.13 of this Article, an employee selected and given written authorization by a Management designee to temporarily fill a vacancy in a higher-graded job shall be paid at the higher grade with the exact rate of temporary pay to be set by the Pay Plan Rules. Management will not adopt a policy of refusing to authorize such assignments.

Section 13. An employee who is temporarily promoted to a supervisory position shall receive the higher rate of pay after working in the position for eight hours. An employee who is temporarily promoted to a managerial position shall receive the higher rate of pay after working in the position for 40 hours.

Section 14. No full-time or permanent part-time employee will be replaced by a work-study or JTPA program employee; however, any of the preceding programs or others may be used to provide workers which supplement the present workforce.

Section 15. An employee assigned to a lower grade as the result of a classification action will be placed at a base salary of the lower grade which retains the employee's current base salary and does not exceed the maximum rate available in the lower grade. Pay protection may be provided in accordance with pay plan rules.

Section 16. Upon termination of employment, employees shall be paid for all earned but unused annual leave, sick leave, and accumulated holidays as provided by law.

Section 17. If a temporary reduction in hours is necessary, the Employer agrees to seek volunteers. If no acceptable agreement can be reached, the reduction in hours shall be on the basis of seniority in each class series reduced.

Section 18. With regard to pay exceptions, the department agrees that it will treat equitably all employees within a classification. When a pay exception has been granted for any bargaining unit member, the department agrees to negotiate the implementation of that pay exception with the federation. The Employer will not, through a pay plan exception, pay a newly hired employee a salary that exceeds the salary of an existing employee of the same class and pay grade and equivalent qualifications.

Section 19. When required by the facility, LPN's scheduled to work 20 hours a week or more (regular part-time status) will receive up to $25.00 per calendar year for the purchase of smocks.

ARTICLE 10 - OVERTIME AND COMPENSATORY TIME

Section 1. "Non-exempt" employees, as defined by the Labor Standards Division of the Department of Labor and Industry, State of Montana, shall be paid at a rate of 1½ times their regular rate of pay for any time they work over eight hours per day, or 40 hours per week. Overtime compensation shall not be paid where employees have agreed to a work week which provides for work days in excess of eight (8) hours.

Section 2. "Exempt" employees, according to the Labor Standards Division, shall be given compensatory time, under the following provisions:

A. Compensatory time will be credited on an hour-for-hour basis, for all authorized time worked in excess of eight hours per day or 40 hours per week. Compensatory time will not be credited on a daily basis where employees have agreed to a work week which provides for work days in excess of eight hours, but will apply to hours worked in excess of 40 hours per week.

B. Compensatory time will be recorded in increments of no less than ½ hour, but all time earned or taken in fractions of one hour will accumulate until the ½ hour minimum is attained, at which point the time will be recorded.

C. Compensatory time may be accumulated to a maximum of 120 hours. Compensatory time in excess of 120 hours will be forfeited if not taken within 90

calendar days from the last day of the calendar year in which the excess was accrued.

D. Compensatory time shall be earned as approved by the Employer and shall be taken at a time agreeable to the employee and the Employer.

Section 3. Employees who volunteer to accompany and are responsible for patients on an overnight activity away from the normal workplace shall be entitled to accrue eight hours of compensatory time whenever such activities are scheduled after the normal work day ends and extend overnight into the next work day. All such activities must have prior Management approval.

Section 4. The Employer will make a good faith effort to equalize the offer of scheduled overtime and compensatory time among employees in the same work unit and classification where training and ability are sufficient to do the work. Employees may be required to work reasonable overtime in the event of emergencies. However, employees may refuse to work full back-to-back shifts, and the Employer will make every effort to accommodate employees with special circumstances.

Section 5. If job related travel time is scheduled for other than the employee's normal work week, such travel time shall be compensated in accordance with the terms of this Article.

Section 6. Authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing overtime or compensatory time credits under this Article.

Section 7. Supervisors may perform bargaining unit clinical work for which they are qualified. Supervisors performing clinical work will maintain an appropriate balance between it and their supervisory/administrative responsibilities. Supervisors may not perform bargaining unit work, outside their regular assigned duties, which would deny a bargaining unit member overtime when a bargaining unit member is willing and able to perform such work.

Section 8. Overtime or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

Section 9. Consenting employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour work week.

Section 10. The Employer agrees not to block out periods of time, which would limit when employees can use accrued compensatory time, so long as it is understood that the Employer may approve or disapprove compensatory time usage dependent upon the needs of the agency.

Section 11. Non-exempt employees will receive a minimum of four hours call-out pay at the rate of one and one-half time pay for each and every call out worked. For additional time worked, the non-exempt employee will be compensated for actual time worked at

one and one-half times the regular rate. Call out pay is limited to those occurrences when an employee is called back to work from leisure time outside of the employee's regularly assigned shift, and is not contiguous thereto. Exempt employees will receive a minimum of four hours of compensatory time for any call-out.

ARTICLE 11- SENIORITY AND LAYOFF

Section 1. Seniority means the length of continuous service in the bargaining unit since the last date of hire. For purposes of this Article Licensed Practical Nurses will maintain a separate seniority list.

Section 2. Seniority shall continue to accrue during all layoffs and approved leaves of absence not exceeding one year.

Section 3. Seniority shall be revoked if an employee retires or otherwise terminates employment; is discharged for cause; permanently transfers out of the bargaining unit; or refuses or fails to respond to a recall from layoff to a permanent position within the same classification in the bargaining unit within 14 calendar days of notice of recall, or refuses to return to work on the date requested, as long as the date requested allows an employee who has obtained interim employment to give 14 calendar days notice to the interim Employer.

Section 4. Seniority shall be the controlling factors in the selection of employees for layoff and non-disciplinary demotions within each classification series, provided the employee(s) remaining meet the minimum qualifications of the position.

Section 5. In the event a bid is eliminated or altered, the affected employee(s) may use their seniority to bump any less senior employee within the same classification provided they meet the minimum qualifications for the position. Any employee(s) displaced by this procedure may bump the least senior employee within the same classification provided they meet the minimum qualifications for the position.

Section 6. Any permanent employee subject to layoff, transfer, or non-disciplinary demotion shall be given 21 calendar days advance notice of the action.

Section 7. No permanent employees shall be laid off or subject to non-disciplinary demotion while temporary or probationary employees in the same classification series are retained.

Section 8. Permanent bargaining unit employees who are laid off or are noticed of layoff and are qualified to fill a vacant or newly created position within the bargaining unit will be awarded that position

Section 9. Recall from layoff within each classification shall be in reverse order within that classification. In recalling employees, the Employer shall send a certified, return receipt letter to the last known address of the employee with a copy to the Federation. The letter shall state that failure to notify the Employer within 14 calendar days of

his/her intent to return to work shall constitute forfeiture of all recall rights. Recall rights shall be limited to a period of one year following the date of layoff.

Section 10. For LPN position: In the event management determines that bid to flex ratios need to be adjusted in any shift and/or treatment unit, the following procedure will apply: The affected bid LPN may use their seniority to bump any other less senior bid LPN or accept the flex position. This process will continue until it has exhausted itself and only a flex vacancy remains.

ARTICLE 12 - ANNUAL LEAVE

Section 1. Each permanent full time employee shall earn annual vacation leave credits from the first day of employment. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months.

Section 2. Permanent part-time employees are entitled to pro-rated annual vacation benefits, if they have worked the qualifying period.

Section 3. An employee may not accrue annual vacation leave credits while in a leave-without-pay status.

Section 4. Temporary and seasonal employees are entitled to annual leave benefits provided they have worked the qualifying period.

Section 5. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with any agency whether the employment is continuous or not:

Years of Employment	Working Days Credit
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

For the purpose of determining years of employment under this Section, an employee eligible to earn vacation credits under 2-18-611 must be credited with one year of employment for each period of 2,080 hours of service following his date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which he is in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period.

Section 6. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

Section 7. Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period

of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued or if denied by management for staffing considerations or if denied by management for staffing considerations.

Section 8. It is specifically agreed that in computing service time for vacation pay, employees shall receive credit for all eligible service in other state employment and/or employment by any political subdivision of the State of Montana. It shall be the employee's responsibility to present evidence of prior eligible service to the employer who shall verify the service before extending credit.

Section 9. Vacation leave taken over a holiday may not be charged to an employee's vacation leave for that day.

Section 10. It is understood and agreed that an employee within the bargaining unit may choose to take at least two consecutive accrued work weeks of annual leave per year. It is also understood that employees may take annual leave, with prior Management approval, at their individual discretion as long as the execution of this right does not cause an undue burden for the Employer's operation. Once approved, a leave request may not be revoked unless the Employer determines that the employee's absence will cause an undue burden for the Employer's operation.

Section 11. Vacation leave credits will not accrue for those hours exceeding 40 hours in a work week.

Section 12. For employees occupying a LPN position this section will be the ruling factor for determining how vacations are scheduled and granted for these employees. All other terms of this Article that are not in violation with this Section will apply. Annual leave for the purpose of this policy is defined as not less than ten days, not counting regularly scheduled days off, nor more than the annual accrual rate of the employee. Consideration must be given to the needs of the hospital, unit worked, and fellow employees.

A. During the period of March 1st to April 15th of each year the employees of each shift will indicate their three choices of annual leave, indicating their order of preference.

B. In addition to submitting three leave of absence requests, indicating preference, the employee must sign the annual leave request calendar, indicating date of desired annual leave and preference. Every attempt will be made to grant one of these choices, providing adequate staffing can be maintained to provide proper and safe patient care.

C. Requests for ten or more consecutive days off, not counting regularly scheduled days off, will have priority over a request for a portion of the normal work week off over a period of weeks. Subsection M will govern requests for less than ten or more consecutive days off. Vacation consisting of more than ten consecutive work days off, not counting regularly-scheduled days off, will not be guaranteed between June 1 and Labor Day and between December 1 and January 1 of each year.

D. Seniority will prevail where requests for duplicate time off have been submitted.

E. Employees who have had an annual leave request granted and subsequently reject that annual leave request, may submit a request for an alternate annual leave outside the time frame aforementioned. This leave of absence request may be granted if staffing permits and only if all requests within the aforementioned time frame have been satisfied.

F. All requests for a leave of absence submitted within the time frame aforementioned will be responded to no later than one month prior to the requested time off.

G. Requests for time off on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day must be submitted no sooner than October 1 and no later than November 1. When granting time off for these five days, the following factors will be considered:

   i. adequate staffing,

   ii. who had the day off last year (preference will be given to those who did not have the holiday off on the preceding year), and

   iii. seniority

H. Any person scheduled to work a holiday who is absent without report that day will automatically be given a three-day suspension when staffing pattern permits, after January 1st.

I. Requests for a leave of absence less than the annual leave, as defined (ten days or more) must be submitted ten days prior to the requested time off and will be granted on a first-come, first- served basis.

J. Employees of each shift and all industries are encouraged to coordinate their requests for annual leave with their fellow workers.

K. Requests that have been previously submitted are null and void and must be resubmitted in accordance to this policy.

L. Emergency leaves will be handled on an individual basis by the appropriate management employee.

M. Vacation time may be taken on a split vacation basis. A split vacation shall be defined as two non-contiguous periods of time off, each consisting of a minimum of five days. When a split vacation is requested, the individual will be allowed only one additional vacation request, as set forth in Addendum B, which may also be split. Split vacation requests must be approved or denied for the entire period requested.

ARTICLE 13 - SICK LEAVE

Section 1. "Sick Leave" means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family. Sick leave may also be used for maternity related disability; to receive medical, dental or eye examinations or treatment; or to attend the funeral of an immediate family member. With Management approval, sick leave may also be used upon the death or serious illness of a relative.

Section 2. Notification of absence because of illness shall be given as soon as possible prior to the beginning of the shift to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to ensure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay.

Section 3. Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.

Section 4. An employee may not accrue sick leave credits while in a leave-without-pay status.

Section 5. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

Section 6. Temporary and seasonal employees are entitled to sick leave benefits provided they have worked the qualifying period.

Section 7. An employee who receives a lump-sum payment pursuant to this Section and who is again employed by any agency shall not be credited with any sick leave for which the employee has previously been compensated.

Section 8. Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payments provided for in this Section.

Section 9. An employee may participate in the sick leave fund for state employees in accordance with Section 2-15-216, MCA and rules adopted by the Department of Administration.

Section 10. Sick leave taken over a holiday may not be charged to an employee's sick leave for that day.

Section 11. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status and

to utilize available sick leave credits upon furnishing Management acceptable medical certification, if required.

Section 12. Supervisors may not require "automatic" medical documentation, such as requiring medical documentation for any absence in excess of a certain number of days. Medical documentation is only required when there is a suspicion of sick leave abuse or if a medical release is required to affirm an employee is fit for service.

ARTICLE 14 - MATERNITY LEAVE

Section 1. Maternity leave shall be in accordance with 49-3-310 and 311, MCA. It shall be unlawful for an employer or his agent to:

A. Terminate a woman's employment because of her pregnancy;

B. Refuse to grant to the employee a reasonable leave of absence for such pregnancy;

C. Deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer, provided that the Employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or

D. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

Section 2. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

ARTICLE 15 - JURY AND WITNESS DUTY

Section 1. Employees summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, MCA:

A. Each employee who is under a proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his Employer. In no instance is an employee required to remit his Employer any expenses or mileage allowance paid him by the court.

B. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting

office. Witness fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid him by the court.

C. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

ARTICLE 16 - MILITARY LEAVE

Section 1. Military leave shall be granted per 10-1-604, MCA:

> A state, city, or county employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of six months shall be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave may not be charged against the employee's annual vacation time.

ARTICLE 17 - CONTINUING EDUCATION LEAVE

Section 1. Teachers may request, once every five years, and with Management approval, be granted up to three weeks paid time off for purposes of recertification. Management shall have approval process over curriculum content, as well as the granting of time off to assure that certification is relevant to hospital needs.

Section 2. An employee who must maintain licensure or certification which is deemed by Management to be essential to hospital treatment needs or to satisfy criteria which enable reimbursement from Medicare/Medicaid or other revenue sources, shall, if staffing permits, be granted an amount of paid release time sufficient to the maintenance of said licensure or certification. The Employer may reimburse employees for attending such training subject to budgetary constraints.

Section 3. As part of the ongoing support for professional licensure, certification, and registration, Montana State Hospital may, at its discretion and upon written request from the employee, (1) give employees up to five days leave with pay to travel to and take tests necessary for licensure and certification; (2) pay up to $500 in testing fees for initial certification, licensure and/or registration; and/or (3) pay reasonable travel expenses related to participation in licensure, certification or registration tests.

ARTICLE 18 - LEAVE WITHOUT PAY

Section 1. A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from Management shall be based on the needs of the agency, the reason for the request, and the employee's work record.

Section 2. A permanent employee injured on the job and eligible for Industrial Accident benefits shall retain all rights to his/her previously held position and shall be entitled to leave without pay for a period of up to twelve months following the date of injury.

Section 3. A leave of absence without pay for up to nine months shall also be granted to permanent employees with extended illness or disability, which is not job related, who provide medical certification which is acceptable to the Employer. Employees on leave without pay for disability related reasons shall be granted a hiring preference over outside applicants for open positions for which they are qualified for an additional three-month period.

ARTICLE 19 - HOLIDAYS

Section 1. For pay purposes the following shall be recognized holidays for bargaining unit employees:

New Year's Day ..... January 1
Martin Luther King Jr.'s Birthday ..... 3rd Monday in January
Lincoln and Washington's Birthday ..... 3rd Monday in February
Memorial Day ..... Last Monday in May
Independence Day ..... July 4
Labor Day ..... 1st Monday in September
Columbus Day ..... 2nd Monday in October
Veterans Day ..... November 11
Thanksgiving Day ..... 4th Thursday in November
Christmas Day ..... December 25
General Election Day ..... In even-numbered years

Section 2. The above enumerated holiday(s) shall be the recognized holiday(s) for pay purposes. Employees may opt to accumulate up to six holidays per year, however, accumulated holidays must be taken before June 30th of each fiscal year in which earned unless denied by management for staffing considerations. Holidays not taken shall be compensated for at the employee's regular rate of pay in the last pay period of each fiscal year

Section 3. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Section 3. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rata basis. To be eligible for holiday pay an employee must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

Section 4. When a non-exempt employee is required by the Employer to work on a holiday listed above, s/he will be paid at the rate of 2½ times his/her regular rate of pay, or at the employee's option, 1½ times his/her regular rate of pay and an accumulation of up to eight hours based on hours worked, to be taken at a time agreeable to the employee and Employer. Non-exempt full-time employees shall be given the opportunity to select their option at the commencement of their employment and shall be bound by their choice for at least a one-year period unless otherwise agreed to by the Employer. Full-time exempt employees who request and are authorized to work on a holiday shall receive their regular rate of pay and an accumulation of eight hours, to be taken at a time mutually agreeable to the employee and the Employer

Section 5. Any eligible full-time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off with pay. Eligible part-time employees shall receive benefits granted in this Section on a pro rata basis.

ARTICLE 20 - HEALTH AND SAFTEY

Section 1. Both the Employer and the Federation affirm their commitment to cooperate in the maintenance of a safe and healthful working environment. The Employer agrees to investigate all allegations of unsafe conditions and to comply with Montana law in this regard.

Section 2. The Employer will provide just compensation for destruction of approved clothing or personal property when loss or damage is caused as a result of employment and subject to the incident being reported to the employee's immediate supervisor prior to the end of shift during which the incident occurred and claim being made to local management within five days.

Section 3. The Employer shall provide any required uniform, protective clothing, pager, or other protective device.

ARTICLE 21 - JOB POSTING

Section 1. The following procedures will be followed in the posting and filling of vacant or newly created permanent positions. The purpose of this system is to inform employees of vacancies and newly created positions and to afford employees, who are interested and feel they qualify an equal opportunity to apply for the vacant or newly created position.

A. When a vacant or newly created permanent position is to be filled, the Employer shall prepare a job posting notice and send it to be posted. The notice will be posted in a specific place designated for job opening notices, and shall state where interested employees are to make application, the cutoff date for application submittals and the minimum qualifications. The most senior current permanent

bargaining unit applicant employed within the same classification and grade that meets minimum qualifications will be awarded the position.

B. Members in the bargaining units who are unsuccessful applicants shall be so notified upon completion of the selection process. When a bargaining unit employee who has applied for an open position is not selected, s/he shall be entitled, upon request, to a written statement of the reasons why s/he was not selected.

C. All positions in the bargaining unit shall be posted per the provisions of this Article for at least seven calendar days.

Section 2. When a vacancy or newly created position is not filled according to Section 1, seniority, qualifications, and capabilities shall be the controlling factors in filling new or vacant permanent positions within the bargaining unit.

A. Qualifications is a measurement of the knowledge, skill, education and experience possessed by the individual relevant to the duties of the posted position.

B. Capabilities is a measurement of the individual's ability to perform the duties of the posted position based upon their work record and demonstrated ability.

C. Seniority credit shall be determined by calculating 1 percentage point for each year of service applied to the applicant's achieved score.

Example: An Applicant achieves a score of 80 and has 10 years of service; 8 points (80 multiplied by 10%) will be added to their achieved score for a total of 88 points.

Section 3. Alternative work schedules for LPN positions must be posted for bid after six months.

ARTICLE 22 - LABOR MANAGEMENT COMMITTEE

Section 1. The Employer and the Federation agree to the establishment of a Labor-Management Relations Committee, which shall meet at least quarterly to discuss any item of concern to either party. The purpose of this Committee is to discuss any item of mutual concern to either party and facilitate communications between the Employer and the bargaining unit. The Committee will not, however, take the place of the grievance procedure or the collective bargaining process. By mutual agreement, the parties may meet more often or they may waive any meeting deemed to be unnecessary.

Section 2. The Federation shall provide to Management a list of its officers and Committee members every year and shall notify Management whenever its officers change.

Section 3. The employer may limit the number of Federation members granted paid release time to attend the meetings to no more than three employees, in addition to a Federation staff representative.

Section 4. The Committee shall meet at a mutually agreed time and date.

Section 5. If Labor-Management Committee meetings are held during Committee members' working hours, Federation Committee members shall be granted paid release time to attend.

Section 6. At least three working days prior to the agreed meeting date, the requesting party shall provide the other with a list of items it wishes to discuss. The requirement, however, may be waived by mutual agreement.

ARTICLE 23 - PUBLIC EMPLOYEES RETIREMENT SYSTEM AND TEACHERS RETIREMENT SYSTEM

Section 1. The existing programs shall continue in full force and effect in accordance with 19-3-101 through 1404, MCA, and 19-4-101 through 1002, MCA.

ARTICLE 24 - PAYROLL DEDUCTIONS

Section 1. In addition to the monthly dues deductions authorized in Article 3 of this Agreement, bargaining unit members may to authorize Management to deduct from their pay checks such amounts that they desire in order to participate in programs that have payroll deduction privileges approved by the State Auditor.

ARTICLE 25 - INSURANCE

Section 1. The employer agrees to contribute toward the provision of health insurance the amounts as allocated by state statute.

It is understood that the wage rates reflected under Addenda A of this Labor Agreement excludes the above contribution for the group health insurance program.

Section 2. The state contribution toward health insurance shall continue during an absence for industrial accident up to 90 calendar days.

Section 3. The Association shall have access to the State Employee Group Benefits Advisory Council at its quarterly meeting in order to present its ideas on group health insurance.

ARTICLE 26 - NO STRIKE/NO LOCKOUT

Section 1. The Employer and the Association agree there will be no strike, work stoppage, slowdown, or lockout during the term of this Agreement.

Nothing in the above Section will be construed to mean that an individual employee or group of employees shall be compelled to cross a legally established picket line authorized in accordance with the constitutions and bylaws of a recognized unit at Montana State Hospital at Warm Springs.

ARTICLE 27 - SEVERABILITY

Section 1. In the event that any provision of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

ARTICLE 28 - ENTIRE AGREEMENT

Section 1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Federation, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to in anyway restrict parties from commencing negotiations under Article 29, or under applicable law on any succeeding agreement to take effect upon termination of this Agreement.

Section 2. The parties recognize the right, obligation and duty of the Department of Administration and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary insofar as such rules, regulations, directives, and orders that affect the members of the bargaining unit covered by this Agreement are not inconsistent with the terms of this Agreement and are not inconsistent with the laws of the State of Montana and federal laws.

ARTICLE 29 - TERM OF AGREEMENT

Section 1. This Agreement is effective as of the first day of July 2013, and shall remain in full force and effect through the 30th day of June 2015.

Section 2. During the term of the Agreement, if the Department of Public Health and Human Services agrees to negotiate or awards hazardous duty pay or shift differential to any other employee group within the department, then this contract may be opened for negotiations on those items.

Section 3. Should either party seek to modify this Agreement, it shall give written notice of such intention not less than 90 days prior to the expiration date of this Agreement. Negotiations may commence at any time thereafter.

It is also agreed that the Employer and the Federation will begin pre-budget negotiations in sufficient time to permit adequate negotiations on economic matters. It is also agreed that the Employer and the Association will begin pre-budget negotiations in sufficient time to permit adequate negotiations on economic matters.

Section 4. The Association shall have the right to engage in concerted activities after December 31, 2014, for matters pertaining to wages and economic benefits for the fiscal 2016-2017 biennium.

THIS AGREEMENT is made and entered into this 30 day of August 2013

FOR: STATE OF MONTANA

Richard H. Opper, Director
Department of Public Health and Human Services

John Glueckert, Chief Executive Officer
Montana State Hospital

State Office of Labor Relations

FOR: MONTANA STATE HOSPITAL PROFESSIONAL EMPLOYEES AND LICENSED PRACTICAL NURSE ASSOCIATION

Cathy Orrino,
Local 4436 Co-President

Sue Reisenauer
Local 4436 Co-President

Tom Burgess
MEA-MFT Field Consultant

ADDENDUM A

MEA-MFT Local #4436
and
MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
MONTANA STATE HOSPITAL

This addendum represents the parties' complete agreement for the 2013-2015 contract term concerning the placement, adjustment, and progression of bargaining unit employees' pay under the broadband pay plan prescribed by Section 2-18-303.

Pay Band	Job Code	Title	Hourly/ Annual Entry	Hourly / Annual Midpoint	Hourly/ Annual Maximum
5	131755	Training Development Specialist	15.34/ 31,907.20	19.18/ 39,894.40	23.02/ 47,881.60
6	193316	Treatment Specialist	22.27/ 46,321.60	27.84/ 57,907.20	33.41/ 69,492.80
7	193317	Clinical Psychologist	26.72/ 55,577.60	33.40/ 69,472.00	40.08/ 83,366.40
6	211156	Employment Counselor	13.82/ 28,745.60	17.27/ 35,921.60	20.72/ 43,097.60
6	211216	Child Family Social Worker	15.70/ 32,656.00	19.62/ 40,809.60	23.54/ 48,963.20
6	211256	Medical Social Worker	15.63/ 32,510.40	19.54/ 40,643.20	23.45/ 48,776.00
6	253116	Teacher Adult Remedial	13.10/ 27,248.00	16.37/ 34,049.60	19.64/ 40,851.20
5	254215	Librarian	14.19/ 29,515.20	17.74/ 36,899.20	21.29/ 44,283.20
6	291716	Occupational Therapist	24.10/ 50,128.00	30.13/ 62,670.40	36.16/ 75,212.80
5	291755	Recreation Therapist	15.50/ 32,240.00	19.37/ 40,289.60	23.24/ 48,339.20
4	292613	LPN	16.66/ 34,652.80	20.83/ 43,326.40	25.00/ 52,000.00

Section 1 . Across the Board Pay Adjustments
All employees covered by this collective bargaining agreement under the Broadband Pay Plan shall receive a 3% across-the-board increase on the base pay rate effective in the pay period that includes July 1, 2013 and a 5% across-the-board increase on the base pay rate effective in the pay period that includes November 15, 2014.

Section 2 . Health Insurance
The Employer's share of the health insurance contribution for each employee shall increase by 10% ($73 per month to $806) effective January 1, 2014 and an additional

10% increase ($81 per month to $887) effective January 1, 2015. The employee's contribution for employee coverage shall not be subject to an increase until January 1, 2015.

Section 3. Longevity. All of the calculations are base rates and not inclusive of longevity.

Section 4. Hiring rates. Employees new to state government will typically be hired at the entry for the occupation. In determining a new employee's hiring rate above entry, the Supervisor, or designee, shall consider criteria such as: the employee's job-related qualifications and competencies; existing salary relationships within the job class, band and work unit; department affordability; and the competitive labor market.

Section 5. Training Assignments. The Supervisor or designee may establish written training assignments to enable an employee to gain the additional experience and training required for the job for a period of time not to exceed two years. At the completion of the training assignment, the employee's pay will be set no less than the entry rate of pay for the occupational pay band.

Section 6. Strategic pay: Pay awarded to attract and retain key employees with competencies critical or vital to achievement of the Department's mission or strategic goals. The Department may consider strategic pay on a case-by-case basis. All strategic pay adjustments require prior approval of the Director of DPHHS.

Section 7. Situational Pay: Situational pay may be awarded based on unusual or unexpected circumstances that occur regarding vacancies, additional workload, special projects on a temporary bases, or serving in an acting lead worker or supervisory capacity. The Department may consider situational pay on a case-by-case basis and will calculate it as follows:

* Lead worker/additional duties - Base rate times 7.5% not to exceed $2.00/hr
* Acting in a supervisory role - Base rate times 10% not to exceed $2.50/hr

Section 8. Transfer or Promotion: For movement to a higher pay band or a different occupation within the same pay band, the employee's salary may be set within a range from the entry to the market rate of the higher occupational pay band. When setting pay, the following criteria will be considered:

*The employee's job-related qualifications and competencies in the new position;
* Salaries of other positions in the new occupational pay range and work unit;
* The employer's ability to increase pay.

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