COLLECTIVE BARGAINING AGREEMENT

MONTANA DEVELOPMENTAL CENTER REGISTERED NURSES' ASSOCIATION,

MEA-MFT LOCAL 5133, AFL-CIO

MONTANA DEVELOPMENTAL CENTER

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

2013-2015

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Collective Bargaining Agreement
Montana Developmental Center, Registered Nurses' Association,
MEA-MFT Local 5133, AFL-CIO
Montana Developmental Center
Montana Department of Public Health and Human Services

ARTICLE I - RECOGNITION

1.1 Union Recognition

The Employer hereby recognizes the Union, Montana Developmental Center Registered Nurses' Association, MEA-MFT Local 5133, AFL-CIO as the exclusive representation of certain employees for the purpose of collective bargaining as certified by the Board of Personnel Appeals in Unit Determination No. 10-2007 on June 11, 2007.

1.2 Employer Recognition

The Union recognizes the prerogatives of the Employer, State of Montana, Montana Department of Public Health and Human Services, Disability Services Division, Montana Developmental Center to operate and manage the center, its operations, and its ancillary facilities in such areas as, but not limited to:

A. direct employees;
B. hire, promote, transfer, assign, and retain employees;
C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
D. maintain the efficiency of the center and ancillary facilities operations;
E. determine the methods, means, job classifications, and personnel by which the center and ancillary operations are to be conducted;
F. take whatever actions may be necessary to carry out the missions of the Center and ancillary facilities in situations of emergency;
G. establish the methods and processes by which work is performed;

ARTICLE II - DEFINITIONS

2.1 Bargaining Unit

The bargaining unit as certified by the Board of Personnel Appeals in Unit Determination No. 10-2007 on June 11, 2007 is as follows:

> The appropriate unit for purposes of collective bargaining shall be limited to certain Registered Nurses as defined in section 39-32-102 MCA (2005) employed and regularly scheduled to work no less than twenty hours per week as Registered Nurses by the Montana Department of Public Health and Human

Services, Disability Services Division, Montana Developmental Center excluding short term workers and temporary employees as defined in section 2-18-101 MCA (2005), all managerial, supervisory and confidential employees, all those exempted by items i, ii, iii, iv, v, vi, vii, viii, x, xi of subsection B of section 39-31-103 MCA (2005), members of other bargaining units and all other employees.

2.2 Union

The Union is Montana Developmental Center Registered Nurses' Association, MEA-MFT Local 5133 , AFL-CIO and its officers, agents, and representatives, hereinafter, the Union.

2.3 Employer

The employer is the State of Montana, Montana Department of Public Health and Human Services, Montana Developmental Center, and its agents or representatives, hereinafter, the Employer.

2.4 Employees

Unless otherwise indicated, the term "employee", as used in this Agreement, shall mean employees who are members of the bargaining unit as defined above.

A. Part-Time Employee:

An employee hired by the Employer to work less than 2080 hours per year.

B. Probationary Employee:

Any employee who has not yet worked 1040 hours since his/her most recent date of hire.

C. Seasonal Employee:

Any employee scheduled by the Employer to work less than a full calendar year.

D. Non-Probationary Employee

The state an employee attains after satisfactorily completing an appropriate probationary period.

E. Short-term Worker:

(a) a person hired for an hourly wage established by the Employer;
(b) may not work for the employer for more than 90 days in a continuous 12-month period;

(c) is not eligible for permanent status;
(d) may not be hired into another position by the Employer without a competitive selection process; and
(e) is not eligible to earn the leave, holiday or the group insurance benefits.

F. Temporary Employee:

(a) A person is designated as temporary by the Employer for a definite period of time not to exceed 12 months;
(b) performs temporary duties or permanent duties on a temporary basis;
(c) is not eligible for permanent status;
(d) is terminated at the end of the employment period; and
(e) is not eligible to become a permanent employee without a competitive selection process.

ARTICLE III - RIGHTS OF THE PARTIES

3.1 Information

The Union and the Employer agree to furnish each other, upon request, and at reasonable cost, such public information that is appropriate and necessary to allow the Employer and the Union to fulfill their respective obligations and duty to bargain as required by the Montana Collective Bargaining for Public Employees Act, Section 39-31-101 et seq. MCA (2001).

3.2 Rights of the Employer

All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested, exclusively in the Employer. It is expressly recognized that except as expressly provided in this Agreement, the Employer shall retain all rights and authority to operate and direct affairs of the center, its operations, and its ancillary facilities in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the Employer, its operations, and its ancillary facilities; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities.

3.3 Rights of the Union

The Employer recognizes its statutory obligation to bargain with the union. The rights and privileges granted the Union in this agreement shall not be granted to any other organization during the term of this Agreement so long as the Union maintains its status as exclusive representative.

3.4 Inspection by Union Representative

A. After making appropriate arrangements and receiving advance approval from the superintendent/designee the Employer agrees that a designated agent of the Union shall be given access to the members of the bargaining unit at their public work sites for the purpose of ascertaining whether the terms of this agreement are being observed. The representative of the Union shall not compromise the privacy of clients nor interfere with or interrupt any work in progress. The Union Representative will only enter client housing when escorted by management.

B. An employee may inspect personnel records reflecting that employee's employment with the Employer. A designated Union official may inspect personnel records of an employee granting specific written and signed authorization. Such inspections require scheduling an appointment with the Administrative Officer/designee and must be conducted in the presence of the Administrative Officer/designee during business hours and at/near the place where the Employer customarily maintains personnel records.

3.5 Posting

The Employer agrees to provide sufficient space on a bulletin board for the posting of non-political official union notices; meetings, information, and contracts provided those postings comply with state/federal laws/regulations and have been approved by the superintendent/designee.

3.6 Computers

The Employer's communication/computer system(s), including all related equipment, networks and network devices, are provided for authorized state government use including facilitating employees carrying out their duties and responsibilities as assigned by the Employer. Employees and other users do not have any expectation of privacy for any message created, sent, received, stored, or retrieved on the Employer's computer/communication system(s). E-mail communication should resemble typical professional and respectful business correspondence. Union officers or representatives may use the Employer's e-mail system for the purpose of providing members of the bargaining unit with notification of union meetings and other pertinent non-political union business. All messages created, sent, stored, or retrieved, over the Employer's computer/communication system(s) are the property of the State of Montana.

3.7 Employee Lists

A. During the first ten days of each month,the Employer shall provide a designated union official the names of all new bargaining unit employees hired the previous month. At management's discretion, this information may be provided as a copy of the "On Grounds Report".

B. No later than the last day of January each year, the Employer shall furnish the union a list of bargaining unit employees with their most recent date of hire.

ARTICLE IV - PAYROLL DEDUCTIONS

4.1 Union Dues

Upon written authorization from a member of the bargaining unit, the Employer shall deduct from the pay of that employee the monthly amount of dues as certified by the secretary of the Union and shall deliver the dues to the treasurer of the Union. It is understood that the Union has an annual "window period" during which employees may revoke the aforementioned written payroll deduction authorization. In situations where net pay after taxes and other deductions is not enough to fund dues deductions, no deduction will be taken. In order for a dues deduction to be made for a given month, the authorization forms must be received by the Employer's Administrative Officer/designee no later than the fifteenth day of the previous month.

4.2 Representation Fee

Beginning with the fourth payroll following the ratification of this Agreement and as may be permitted by Section 39-31-401 MCA the employer will deduct a representation fee from the pay of each member of the bargaining unit. For new employees this representation fee deduction shall begin following that employee's fourth payroll. The union shall determine the amount of the representation fee to be deducted and inform the employer accordingly. Any dispute as to the amount, propriety or use of this representation fee shall be strictly between the employee and the Union. The grievance procedure contained with in this Agreement shall not be used to address any dispute regarding this representation fee. In situations where net pay after taxes and other deductions is not enough to fund representation fee deductions, no deduction will be taken. The Union shall indemnify, defend and hold the Employer harmless in any and all claims, suits, orders, judgments or other actions regarding the legality or propriety of the representation fee, its deduction from employees' pay or any application of this Article.

ARTICLE V - RIGHTS OF EMPLOYEE'S

5.1 Non-Interference/Coercion

The Union and the Employer agree that employees have the right of self-organization or non-organization, to form or not form, to join or not join, assist or resist any labor organization to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits, and other conditions of employment or to refrain there from, and to engage or refuse to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection free from interference, restraint, or coercion from any employee, the Union or the Employer.

5.2.1 Job Security

All employees shall serve a probationary period consisting of the employee's initial 1040 hours of employment following the most recent date of hire in the bargaining unit. The Employer may terminate any probationary employee at will. Terminated probationary employees have no recourse to this agreement's grievance procedure. Non-probationary employees may only be terminated for just cause as that term is defined below:

> "Just cause" means reasonable, job related grounds for taking a disciplinary action based on failure to satisfactorily perform job duties, or disruption of agency operations. Just cause may include, but is not limited to: violation of an established standard, procedure, legitimate order, policy, or labor agreement; failure to meet applicable professional or ethical standards; criminal misconduct; wrongful discrimination; deliberate misconduct; negligence; deliberately providing false information; willful or negligent damage to public or private property; workplace violence or intimidation; harassment; unprofessional or inappropriate behavior; or a series of lesser violations.

5.3.1 Personnel Files

No information reflecting critically upon an employee shall be placed in the personnel file of the employee without the employee indicating that he/she has been shown the material or a statement by a supervisor that the employee has been shown the materials and refused to sign it. A copy of any such material shall be furnished to the employee.

5.3.2 Letters of warning or suspension shall be removed from the employee's personnel file after 18 months unless: 1) the employee is formally disciplined within the 18-month period; 2) the letter is applicable to a pending legal or quasi-legal proceeding, or 3) the basis for the letter of warning or suspension is client abuse, neglect, or exploitation or inappropriate interactions with a client.

In cases involving a pending legal or quasi-legal proceeding, any letters of warning or suspension shall remain in the employee's personnel file beyond the 18-month period until the resolution of the pending legal or quasi-legal proceeding. In cases involving client abuse, neglect, or exploitation or inappropriate interactions with a client, the letter of warning or suspension shall remain in the employee's personnel file permanently.

ARTICLE VI - HOURS/WORKING CONDITIONS

6.1 Hours

A. Except in the event of emergency or disaster resulting in the endangerment of life or property, no employee shall work beyond those hours scheduled by the Employer without specific authorization from his/her supervisor.

B Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time. Overtime shall be determined and compensated as specified elsewhere in this agreement.

C. Understanding that the Montana Developmental Center is a twenty-four hour, 365 day care and treatment facility, hours of work are, usually eighty hours in a two-week pay period, typically eight hours within eight hours each day, generally five days a week with two consecutive days off each week.

D. Alternative Schedules:
   (i) Alternative work schedules may include four (4) ten (10) hour days, staggered shifts, flex time, etc.
   (ii) An employee may request an alternative work schedule.
   (iii) When alternative schedules are mandated by management, seniority will be considered when experience, qualifications and abilities are similar. Experience, qualifications and abilities of bargaining unit members expressing a clear desire to work mandated alternative schedules shall be considered prior to assignment of a less senior qualified employee.

E. When possible management will provide ten days notice of schedule changes.

F. On-Call Status

When on- call shifts are assigned to bargaining unit personnel they shall be compensated at $8.00 for each hour in on- call status. Bargaining unit members shall inform the Director of Nursing in writing if they wished to be placed on the list for on-call shifts. Should no bargaining unit members on the list be available to take an on-call shift, the shift will be assigned to the least senior member in the bargaining unit.

Should bargaining unit personnel be called out to the facility while in on-call status they will be compensated at time and one half times their regular rate for a minimum of one hour. If required to work longer than one hour they will continue to be compensated at the time and one-half rate for all consecutive hours worked. If the call out continues through the start of their regular shift they will return to their regular rate. Compensation will begin for the call out when it is acknowledged.

G. Call-Out Status

Bargaining unit members will be compensated at time and one half times their regular rate for a minimum of two hours when called to work while not on call. If required to work longer than two hours, they will continue to be compensated at the time and one half rate for all consecutive hours worked. If the call out continues through the start of their regular shift, they will return to their regular rate. Compensation will begin for the call out when it is acknowledged.

6.2 Safety Hazards

A. Employees shall report all actual or potential safety hazards to their supervisors.

B. The parties share a common interest in maintaining a safe and healthy work place.

6.3 Overtime

A. It is agreed and understood that the members of this bargaining unit are professional employees. Call-out and overtime shifts above 80 hours in a two-week pay period may be paid at time and one-half of the employee's regular rate of pay or accrued at time and one-half compensatory time at the choice of the affected employee. Election for pay or compensatory time may be made upon hire and thereafter at the beginning of each fiscal year by each employee.

B. The care of clients and the welfare of employees, time already worked and hours scheduled shall direct overtime decisions. When overtime or overtime shifts are assigned to bargaining unit members, seniority will be considered when experience, qualifications and abilities are similar. Qualified bargaining unit members expressing a clear desire to work overtime or overtime shifts shall be considered prior to assigning overtime hours to those who have not expressed such interest.

ARTICLE VII - LEAVES/ABSENCES

7.1 Sick Leave

A. Sick leave is available to eligible employees under qualifying conditions as established in 2-18-618, Montana Code Annotated and policy 3-0310 of the Montana Operations Manual.

B. Full-time full-year employees earn sick leave credits at the rate of twelve days per year (0.046 hours for each hour worked). An employee must be employed for ninety calendar days to be eligible for sick leave benefits. Abuse of sick leave is cause for dismissal.

C. The parties recognize that the employer has certain obligations under the Family Medical Leave Act and a responsibility to administer the sick leave provisions of state law and this agreement. In doing so, medical certification may be required; however, it will not be required in a capricious or arbitrary manner.

D. Notification of absence because of illness shall be given as soon as possible or, in cases of emergency as soon as is feasible, to either the immediate supervisor or to the individual designated to receive such calls. If the employee fails to give such notification, the absence may be charged to leave without pay with appropriate disciplinary consequences.

7.2 Civic Leave

Jury duty and witness leave is available to eligible employees under qualifying conditions as established in 2-18-619 Montana Code Annotated and policy 3-0322 of the Montana Operations Manual. Employees must inform the Administrative Services Officer/designee of the date and anticipated length of absence and provide a copy of the summons or subpoena as soon as possible after being summoned or subpoenaed.

7.3 Holiday Benefits

A. Holiday benefits is available to eligible employees under qualifying conditions as established in 2-18-603 Montana Code Annotated and policy 3-0325 of the Montana Operations Manual. The holiday benefit is eight hours pay for full time employees and proportionally less for part time employees.

B. A holiday is a scheduled day off with pay to observe the following:
   1. New Years Day (January 1)
   2. Martin Luther King Day (3rd Monday in January)
   3. Presidents' Day (3rd Monday in February)
   4. Memorial Day (Last Monday in May)
   5. Independence Day (July 4)
   6. Labor Day (1st Monday in September)

7. Columbus Day (2nd Monday in October)
8. Veterans' Day (November 11)
9. Thanksgiving Day (4th Thursday in November)
10. Christmas Day (December 25)
11. General Election Day (1st Tuesday following the 1st Monday in November in even numbered years).

C. In order to be eligible for the holiday benefit an employee must be in pay status his/her last scheduled day prior to the holiday and the first scheduled day following the holiday.

D. An employee designated to work on the day a holiday is observed shall be paid for all hours actually worked at the one and one half times regular rate for every hour worked on the day the holiday is observed and shall be granted up to eight hours banked holiday paid time to be taken at a later date to be arranged with the appropriate supervisor.

E. An employee may observe a holiday and receive up to eight hours holiday pay only once each year for each holiday listed. With the appropriate supervisor's advance approval, employees may work a scheduled holiday and bank/accumulate eight hours time to be used as paid time off to be used at a time approved by the supervisor.

F. Employees may opt to accumulate up to six banked holidays per year; however, accumulated holidays must be taken before June 30th of each fiscal year in which earned. Banked holidays not taken shall be compensated for at the employee's regular rate of pay in the last pay period of each fiscal year. Accrued banked Holidays must be used before accrued vacation days.

7.4 Annual Leave

A. Annual/vacation leave is available to eligible employees under qualifying conditions as established in 2-18-611, Montana Code Annotated and policy 3-0305 of the Montana Operations Manual. An employee must be employed for six months to be eligible for annual/vacation leave benefits.

B. Employees accrue annual leave credits as follows:

Number of Completed Years of Service	Accrued per Hour In Pay Status
0 - 10 years	.058 x number of regular hours (maximum 120 hrs/15 days per year)
10 - 15 years	.064 x number of regular hours (maximum 144 hrs/18 days per year)
15 - 20 years	.081 x number of regular hours (maximum 168 hrs/21 days per year)
20 or more years	.092 x number of regular hours (maximum 192/24 days per year)

C. Eligible employees may accumulate a maximum of two times the total number of annual leave credits they are eligible to earn per year.

D. The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and the employer, with regard to the best interests of the employer as well as the best interests of each employee. Where the interest of the employer requires the employee's attendance, the employer's interest overrides the employee's interest.

ARTICLE VIII - COMPENSATION

8.1 Wages

For the term of this agreement employees shall be paid according to Addendum A attached hereto.

8.2 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.

C. Employees called out to work while on call status will be compensated pursuant to Article 6 Section 1 Subsection F.

ARTICLE IX - REDUCTION IN WORK FORCE

9.1 Lay-off

Should the Center determine to reduce the number of employees or to reduce the number of hours worked, the Union shall be notified and the parties shall meet at the request of either party.

9.2 Seniority

Seniority is the length of service since that last date of hire into the bargaining unit. Ties will be broken with a coin toss.

9.3 Lay-Offs

Whenever experience, qualifications and abilities are similar, seniority shall be the determining factor when determining the order of lay-off.

9.4 Recall

A laid-off employee shall retain recall rights for one year. Recall will be in reverse order of lay-off. The Employer shall notify the employee to return to work and furnish the Union a copy of such notification. If the employee fails to notify the employer within ten (10) calendar days of his/her intention to return to work, such employee shall be considered to have forfeited his/her recall rights.

9.5 Notice

Employees will receive fourteen (14) days advance notice of lay-off.

ARTICLE X - GRIEVANCE/ARBITRATION PROCEDURE

10.1 Grievance Defined

A grievance is defined as a written and signed complaint by an employee, whose employment is covered by this Collective Bargaining Agreement, alleging a violation of one or more provisions of this Collective Bargaining Agreement. A grievance must be filed with the Administrative Officer or other representative authorized by the Center Superintendent, The grievance must be filed within fifteen (15) calendar days of the alleged violation. The grievance must:

1. specifically state the provision(s) of this Collective Bargaining Agreement which are alleged to have been violated;
2. state clearly and concisely all facts which are the basis of the grievance; and
3. it must specify the remedy requested which may not include action or relief extending retroactively beyond 15 days prior to the date of filing.

10.2 - Step I

Once the grievance has been filed the grievant's immediate supervisor shall have seven (7) calendar days to respond in writing to the grievance. At the immediate supervisor's option he/she may hold a meeting with the grievant to discuss the grievance.

10.3 - Step II

The grievant has seven (7) calendar days from receipt of the immediate supervisor's response in which to appeal the grievance to the Center Superintendent/designated representative. The Center Superintendent/designated representative shall have seven (7) calendar days to respond, in writing, to the grievance. At the Superintendent's/designee's option he/she may hold a meeting with the grievant to discuss the grievance.

10.4 - Step III

The grievant has seven (7) calendar days from receipt of the Center Superintendent's/designee's response in which to appeal the response to the Director, Montana Department of Public Health and Human Services. The Director, Montana Department of Public Health and Human Services/designated representative shall have twenty-one (21) calendar days to respond, in writing, to the grievance. At the Director's/designee's option he/she may hold a meeting with the grievant to discuss the grievance.

10.5- Step IV

A. MEDIATION

The Union has seven (7) calendar days from receipt of the written response of the Director to submit the grievance to the Federal Mediation and Conciliation Service with a request to assign a Mediator to the dispute. By mutual consent the parties may request mediation services from a source other than the Federal Mediation and Conciliation Service. The Mediator shall consult with the parties in an attempt to bring about resolution to the grievance. The Mediator shall not produce any records or testimony nor make any statement with regard to any Mediation conducted by him in any forum or proceeding before any court, board, investigatory body, arbitrator, or fact finder.

B. ARBITRATION

If the Federal Mediation and Conciliation Service refuses to assign a Mediator or if the assigned Mediator determines that the grievance is not likely to be resolved, or after sixty (60) calendar days, whichever occurs first, the Union may request that the Federal Mediation and Conciliation Service provide the parties with a list of 5 qualified impartial Arbitrators.

1. **Selection**

The Arbitrator shall be selected from a list provided as follows:

a) The Union shall strike one name;
b) The Center shall strike one name;
c) The Union shall strike a second name;
d) The Center shall strike a second name;
e) The Union shall notify the Board of Personnel Appeals of the remaining name.

2. **FUNCTION**

The function of the Arbitrator shall be to adjudicate controversies involving alleged violations of a specific Article or Section of this Agreement. .

3. **POWER**

a) The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any term or terms of this Agreement, or to consider any term or condition not specifically provided for in this agreement, or to enter any new provision into this agreement.
b) The Arbitrator shall have no power or authority to establish wage scales or change any wage, or rule or decide questions of health and safety other than those established in this agreement.
c) The Arbitrator shall be limited to deciding whether the Employer has violated the expressed Articles or Sections of this agreement as alleged in the grievance it being clearly understood that any matter not specifically established within this agreement remains within the rights and prerogatives of the employer.
d) The Arbitrator may not decide any question which under this agreement or law is within the responsibility of the Employer to decide.
e) If the Arbitrator finds that a disciplinary suspension or termination was not for just cause and an abuse of the Employer's discretion, he/she may modify the penalty.

4. **APPLICABLE LAW**

The Arbitrator shall limit his/her decision strictly to the interpretation of the provisions of this agreement and shall be without power or authority to make any decision:

a) Contrary to, or inconsistent with applicable rules or regulations having the force and effect of law, or modifying/varying in any way, the terms of this agreement;
b) Involving the exercise of discretion by the Employer under the provisions of this agreement, state/department policy, or applicable law; or

c) Limiting or interfering in any way with the powers, duties, and responsibilities of the Employer as provided for in applicable law or rules/regulations having the force and effect of law.

5. **HEARING**

The appointed Arbitrator shall confer with the parties and set a time, date and place for the hearing. During this hearing nothing said or done by neither the mediator, nor anything said or done for the first time by either party at mediation may be submitted to the arbitrator. At the conclusion of the hearing, the parties shall have thirty (30) calendar days to submit post hearing briefs and another twenty (20) calendar days to submit reply briefs.

6. **AUTHORITY**

The Arbitrator shall have no authority to add to, subtract from or otherwise amend this Collective Bargaining Agreement. The Arbitrator shall not imply into this agreement provisions which are not in the express written terms of this agreement. The Arbitrator shall have authority only to consider a grievance which arose during the term of this Collective Bargaining Agreement. The Arbitrator shall not consider any evidence that was not submitted to the other party at least thirty (30) calendar days prior to the Arbitration Hearing.

7. **JURISDICTION**

The Arbitrator shall have jurisdiction over grievances properly before the arbitrator pursuant to the terms of this procedure. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is volatile of the terms of this Agreement. Nor shall he/she have authority to impose upon the Employer any obligation the Employer has not assumed as evidenced by a provision in this Agreement. The Arbitrator shall not have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. In considering any grievance, the arbitrator shall give due consideration to the statutory rights and obligations of the Employer to efficiently manage and conduct the operations of the Center.

8. **DECISION**

Within thirty (30) calendar days following the submission of the reply briefs the Arbitrator shall render an opinion and award based solely upon the specific provisions of this Collective Bargaining Agreement and the evidence submitted at the Arbitration Hearing taking into consideration the legal and economic restrictions impacting the Employer. The Arbitrator's award shall not include perspective or punitive damages. Nor shall the Arbitrator provide or order any action or relief extending retroactively

beyond fifteen (15) calendar days prior to the date of the original grievance.

9. **COSTS**
The expenses, wages, and other compensation of any witnesses called before the Arbitrator shall be born by the party calling such witnesses. Other expenses incurred, such as wages of the participants, preparation of briefs and data to be presented to the Arbitrator, shall be borne separately by the respective parties. Each party shall be responsible for its own expenses relative to this grievance procedure. The Arbitrator's fees, expenses, and other related costs shall be shared equally by the parties.

10.6 ELECTION OF REMEDY

Once a grievance has been filed, the grievant(s) and the Union waive any right to pursue any action or complaint involving the same facts or circumstances before any county, state or federal agency, tribunal, court or other forum in which relief may be sought or granted. Once the grievant or the Union has filed any complaint, appeal or other action with any county, state or federal agency, court, tribunal or other forum involving the same facts or circumstances all rights to file or pursue a grievance under this section shall be forever waived.

10.7 Cooperation

The Employer and the Union will cooperate in the investigation of grievances and will make available reasonable access to such public information as is appropriate and necessary for the processing of any grievance. No officer, agent or representative of the Union may solicit grievances but may receive, discuss, and handle grievances only when and where such activities do not interfere with their work or the work of employees.

10.8 Time Lines

Should the grievant or the Union fail to timely file or advance a grievance the grievance shall become void and forever waived. Should the Employer, its agents or representatives fail to provide a timely response at any step of this procedure such failure shall be considered a denial of the grievance and the grievance may be timely advanced to the next step of this procedure.

10.9 Individual Rights

Nothing in the foregoing shall be construed in any way as limiting the rights of any employee to discuss any matter informally with his/her supervisor, the Superintendent or any other Department of Public Health and Human Services representative when

and where such discussions do not interfere with his/her work or the work of center employees.

10.10 Files

All documents, communications, and records processing a grievance shall be filed separately from the personnel files of the grievant, witnesses and other participants except as noted in the resolution of a grievance.

ARTICLE XI - EFFECT OF AGREEMENT

11.1 Agreement All Inclusive

This agreement represents the full and complete agreement between the parties. This agreement shall not be modified during its term except by the mutual written consent of both parties. This agreement supersedes any prior agreements, practices, customs, or policies concerning any term or condition of employment.

11.2 Zipper Clause

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 Union for the duration of this Agreement, each voluntarily and unqualifiedly waives 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 in this Agreement, or not specifically referred to or covered in this Agreement, even though such subjects or matters may, or may not, have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This Article shall not be construed to in anyway restrict the parties from mutually consenting to open the agreement for bargaining or commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.

11.3 Savings Clause

If any provision of this agreement or any application thereof is finally held to contrary to law by a court of competent jurisdiction then such provision or application shall be deemed invalid but all other provisions/applications shall continue in full force and effect.

11.4 Minimums

This contract and the attached wage addendum are intended to cover only minimums in wages and benefits. The Employer may place superior wages or benefits in place and may reduce the same to the minimums herein prescribed with notice to the affected employee(s) and the Union.

ARTICLE XII - DURATION

12.1 No Strike Provision

During the term of this Agreement, management will not lock out bargaining unit members. During the term of this Agreement, neither the Union nor its agents or representatives will cause, sanction or take part in any strike, sympathy strike, or any other interference with the operation of the Employer's business, except the Union shall have the right to engage in concerted activities after December 31, 2014 for matters pertaining to wages and economic benefits for the 2016-2017 biennium in accordance with 39-32-110, MCA.

12.2 Effective Dates

This agreement shall become effective when signed by the Union once it has been signed by the Chief, Montana State Office of Labor Relations. It shall remain in effect until June 30, 2015 when it shall expire.

12.3 Date and Signatures

THIS AGREEMENT is signed this 20th day of June 2014

FOR: STATE OF MONTANA
DEPARTMENT OF PUBLIC HEALTH
AND HUMAN SERVICES

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

Gene Haire, Superintendent
Montana Developmental Center

Mike Mamm
State Office of Labor Relations

FOR: FEDERATION OF MONTANA
DEVELOPMENTAL CENTER REGISTERED
NURSES LOCAL 5133 MEA-MFT, AFL-CIO

Brent Yager, President
Brent Yager, President
Federation of Montana Developmental Center
Registered Nurses Local 5133 MEA-MFT

Brian R. Ehli, MEA-MFT Field Consultant

PAY SCHEDULE A

MT CODE	MT TITLE	PAY BAND	PER	MINIMUM	MIDPOINT	MAXIMUM
291616	Registered Nurse	6	HOUR	$25.80	$32.25	$38.70
			ANNUAL	$53,664	$67,080	$80,496

ADDENDUM A
Broadband Pay Plan Provisions

This agreement represents the parties' full and complete agreement for all provisions of the Broadband Pay Plan under the term of this contract.

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

Section 3. 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 4. 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 5. Market-based pay: Pay awarded to employees based on comparisons to how other employers compensate employees in similar jobs. Market-based comparisons consider not only base pay, but also other types of compensation and benefits having a definable dollar value. The Department may consider market- based pay adjustments on a case-by-case basis.

Section 6. Competency-based pay: Pay based on an assessment of an employee's job-related competence. The Department may consider competency based pay adjustments on a case-by-case basis.

Section 7. Results-based pay: Pay awarded to employees or employee teams based on accomplishments. Results-based pay may be awarded for specific outcomes or outputs. The Department may consider results based pay adjustments on a case-by-case basis.

Section 8 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.

Section 9. Situational pay: Pay based on circumstances that occur that are not encountered in either the majority of jobs in state government or jobs used to make market comparisons. It is intended to address difficulties in recruitment and retention. It may be considered when atypical requirements exist in a position, for example, unusual hours, extreme physical demands, or environmental hazards that are causing recruitment and retention problems. The Department may consider situational-based pay on a case-by-case basis.