COLLECTIVE BARGAINING AGREEMENT

between

STATE OF MONTANA

DEPARTMENT OF PUBLIC HEALTH and HUMAN SERVICES

MONTANA STATE HOSPITAL

and

MONTANA NURSES' ASSOCIATION

2015-2017

COLLECTIVE BARGAINING AGREEMENT

DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, MONTANA STATE HOSPITAL AND THE MONTANA NURSES ASSOCIATION

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Collective Bargaining Agreement
Between
State of Montana
Department of Public Health and Human Services
Montana State Hospital
and
Montana Nurses Association

THIS AGREEMENT is made and entered into by and between the State of Montana, for and on behalf of the Department of Public Health and Human Services, party of the first part, hereinafter referred to as the Employer, and the Montana Nurses' Association, party of the second part, hereinafter referred to as the Association, or Employee.

ARTICLE 1 - PURPOSE

1.1 The purpose of this Agreement is to establish the hours of employment, wages, and other conditions of employment of registered nurses at Montana State Hospital, and to adopt measures for the settlement of disputes should they arise, and to create and maintain an amicable relationship between the Employer and members of the Association.

1.2 It is further agreed that conditions contained herein related to registered nurses will apply to all of the members of the bargaining unit. No employee will be hired or retained under less than the wages and conditions set forth in this Agreement.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Association as the exclusive representative of all Registered Professional and Psychiatric Nurses employed at the hospital and the facility located at Galen on a full-time or part-time basis. Nurses shall be included within the bargaining unit unless mutually excluded for the purpose of collective bargaining with respect to salaries, rate of pay, hours of employment, and other terms and conditions of employment. Management is aware of its obligation to bargain all changes which are mandatory subjects of bargaining. This declaration shall in no way affect or modify Article 20, Section 3.

2.2 All managerial and supervisory personnel shall be excluded as certified by the Board of Personnel Appeals.

2.3 Definitions

A. Probationary Employee: Regular full time and regular part-time nurses shall be probationary for the first six (6) months of their employment for the purposes of evaluation. During probation the employee may be terminated

without recourse to the grievance process. Notice of the dismissal or suspension will be given to the nurse in writing and will state the grounds for dismissal or suspension. At the end of 3 months the nurse shall have the opportunity for a conference with his/her immediate supervisor to discuss their level of performance and further expectations.

B. Full-time Employee: An employee who normally works 40 hours per week or 80 hours a pay period.

C. Part-time Employee: An employee who normally works less than 40 hours per week.

ARTICLE 3 - MANAGEMENT RIGHTS

The Employer retains all rights to manage, direct, and control its business in all particulars as enumerated in the M.C.A. 39-31-101 through 39-31-404, except as such rights are expressly and specifically modified or waived by the terms of this Agreement. The Association and its members recognize the prerogatives of the Employer to operate and manage its affairs in such areas as but not limited to:

1) Directing employees;
2) Hiring, promoting, transferring, assigning, and retaining employees, lay-off, suspension, termination, or other employment action;
3) Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient, or nonproductive;
4) Maintaining the efficiency of government operations;
5) Determining the methods, means, and personnel by which the Employer's operations are to be conducted;
6) Taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency;
7) Establishing the methods and processes by which work is performed;
8) Assign work to employees in accordance with the requirements of the institution as determined by management;
9) Make and enforce reasonable rules for the maintenance of discipline.

ARTICLE 4 - PROFESSIONAL RIGHTS

4.1 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.

4.2 The Association, on behalf of its members, agrees to cooperate with the Hospital to attain and maintain full efficiency and maximum patient care. The Hospital recognizes that the nurses are professionals and have professional interests and concerns.

4.3 The authorized representatives of the Montana Nursing Association or his/her representatives shall have access to the premises of the Employer in order to investigate or conduct Association business so long as the work of the employees does not become interrupted. In addition, the Association representative will gain prior approval from the designated management official. It is further understood that, due to the sensitivity of some areas within the respective institution, it shall be management's prerogative to determine what specific areas shall be made freely accessible to the representative.

4.4 The appropriate Management designee' must have the freedom to delegate those duties to others that are consistent with safe nursing practice. The person to whom such duties are delegated must possess the basic knowledge and skills required to perform those duties. No RN shall be required to work in a unit without having been oriented to that unit within 6 months. Initial orientation should not be less than three full shifts. Refresher orientations should not be less than one full shift.

4.5 Employees have the right to refuse to work under conditions which, through mutual agreement arrived at an Association/Management meeting are unsafe for employees and/or patients and which continue to pose a threat of physical harm to employees and/or patients, provided Management has had reasonable period of time to take remedial action to correct whatever deficiency.

4.6 No nurse shall be disciplined, issued a punitive suspension or discharge without just cause and due process. An employee shall have the right to request a union representative during an investigatory meeting that the employee reasonably believes could lead to discipline. It is understood this right shall not unduly delay the investigatory process.

4.7 The Association shall have four bulletin boards, placed by mutual agreement, for the use of the Local Unit only. Bulletin boards will be placed in a non-public area.

ARTICLE 5 - MANAGEMENT SECURITY

5.1 It is agreed that the Employer and its employees are engaged in furnishing an essential public service which vitally affects the 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. Neither the Association nor any of its officers, agents, or any employees covered by this Agreement will instigate, promote, sponsor, or engage in any strike, picketing, boycotting, work stoppages, sit downs, or slow down strikes, or a concerted refusal to render services, or to work, or any other curtailment or restriction of work at any time during the term of this Agreement.

5.2 Nothing in the above Section will be construed to mean that an individual nurse or group of nurses shall be compelled to cross a duly authorized picket line established by a recognized bargaining unit at this institution. However, should a legal jurisdiction determine that such can be required, it is recognized that appropriate administrative and/or legal action may be initiated by management.

ARTICLE 6 - EQUALITY OF EMPLOYMENT OPPORTUNITY

6.1 The Employer agrees that it will not discriminate against any nurse applicant or any nurse employee, either in hiring, promoting, or assigning to positions, or in regard to any other item or condition of employment, because of race, color, ancestry, religious or political belief, sex, age, marital status, or activity on behalf of the Association All items contained within this Article are not subject to the provisions of Article 16 (Grievance and Arbitration) of the Agreement.

6.2 In accordance with the provisions of Title 49, Chapter 3, M.C.A., "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, ancestry, religious or political belief, sex, age, marital status, physical or mental handicap. Employer may not enter into any benefit plans such as retirement, pension, or insurance plans which may be construed as subterfuges to evade the purposes of the Code. The Employer may, however, enter into a bona fide seniority system that is not structured to perpetuate any past discriminatory practices.

ARTICLE 7 - CONDITIONS OF EMPLOYMENT

7.1 Any present or future employee who is not an Association member and who does not make application for membership (to include national, state and local) shall, within 30 days of active employment, as a condition of continued employment, pay to the Association, a representation fee toward the administration of the Agreement. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after written notice to the Employer from the Association. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Section.

The Association shall provide local management with sufficient copies of the Association's membership payroll deduction cards so that each employee who is hired is provided with this form at date of hire.

The Association agrees to make available to new hires a copy of the Agreement and such copies will be provided to the Employer and shall be given to new employees upon hire.

The Employer will provide the Association with a list of newly hired and terminated nurses each month. A copy of this list will also be given to the President, or designee of the local unit. Upon request the Employer shall provide the list which will include all unit members including name, mailing address, department, hire date, current rate of pay, and seniority status, to the Association and President, or designee of the local unit.

7.2 Any employee who can document sincere religious belief in a religion whose tenant or teachings oppose joining or financially supporting a particular or any labor organization will be held in compliance with Section 7.1 of this Article. They will be requested to present proof to the M.N.A. of having contributed a representation fee to any non-religious charitable organization listed below:

1) Cancer Association;
2) Heart Association;
3) Mental Health Association; and
4) Kidney Association.

Management shall not be held liable in any way for enforcement of this Section.

7.3 A probationary period for all new employees, for the purpose of evaluation, shall be (6) months. Thereafter, the employees shall achieve permanent status. The (6) months probationary period shall apply to all newly hired nurses even though they may have previously worked in another state institution, or for a county or city.

7.3a At the end of (3) months the registered professional nurse will have the opportunity for a conference with his/her immediate supervisor to discuss their level of performance and further expectations.

7.3b If for any reason a probationary employee is dismissed or suspended within the first (6) months of employment, notice of the dismissal or suspension will be given to the employee in writing and will state the grounds for such dismissal.

7.3c A probationary employee is not allowed to grieve under the grievance procedure set forth in this contract.

7.4 When transferring from one agency to another within the Department of Public Health and Human Services, sick leave, annual leave, and accumulated holidays will transfer with the employee. When transferring from the Department of Public Health and Human Services to another agency, sick leave and annual leave will be transferred as provided by Department of Administration policy. Time as an employee in state, county, and city government will count towards annual leave accrual rate and P.E.R.S. retirement.

7.5 If merit and all other qualifications are equal, persons previously employed, whose employment record was at least satisfactory, will be given first consideration for re-employment. This provision shall be administered according to E.E.O.C. and other applicable federal or state requirements.

7.5a Internal Posting: All available nursing positions at all locations of the Montana State Hospital will be posted internally for a minimum of seven (7) days prior to posting externally.

7.6 Transfer from full-time to part-time will not affect the employee's continuous service record, and benefits will be prorated on a percentage basis in accordance with the number of hours worked as regulated by state law and policy.

7.7 Nurses may contact security for transportation when their assistance is required on a unit other than their regular assignment, subject to security availability and with the understanding that security job assignments take precedence over such calls.

7.8 The hospital will provide T.B. testing and hepatitis B immunization according to hospital policy.

ARTICLE 8 - HOURS OF WORK AND COMPENSATION

8.1 Hours of work will be up to twelve (12) hours per day and 80 hours in a two week pay period, with two (2) consecutive days off each week, except by mutual agreement between the employee and the Employer. Scheduled hours of work will be posted at least two weeks in advance. Eight (8) hour shifts, except in certain cases, will be; day shift 7:00 a.m. to 3:00 p.m.; afternoon shift 3:00 p.m. to 11:00 p.m.; night shift 11:00 p.m. to 7:00 a.m.; except by mutual agreement or in the case of emergency or unusual circumstances in which case schedule may be changed by the Employer. An emergency shall be defined as an unforeseen combination of circumstances which cannot be anticipated through normal planning processes, or the resulting state that calls for immediate action, i.e., an unusual increase in patient load, an unusual decrease in available staff, or a natural disaster.

8.2 All employees will be granted a meal and meal period within their shift. It is agreed that the thirty (30) minute meal period is properly calculated as part of the total compensation of an employee where such is provided under the terms of this Agreement. It is further understood that the meal period may be interrupted for service but when possible will resume at a later time. Designated RN's will report fifteen (15) minutes prior to shift in order to allow exchanges of information between shifts. Such fifteen (15) minutes shall be considered as time worked.

8.2a A dining area will be provided for employees.

8.3 A rest period will be provided for fifteen (15) minutes during each four (4) hours worked.

8.4 It is agreed that all employees subject to this Agreement will be classified and paid in accordance with Broadband Pay Plan as set forth in Addendum A. This Section does not, however, preclude or waive an employee's statutory right to file an appeal before the Board of Personnel Appeals.

8.4a Employees on industrial accident and/or extended non-paid approved sick leave shall receive Employer paid contribution to their health and accident insurance for a period up to and including three (3) months.

8.4b The Employer agrees to pay toward the provision of health insurance the contribution amount as established by Legislative allocation.

8.4c Employees who work the night shift 7:00pm – 7:00am or the night shift 11:00pm – 7:00am, shall be paid a wage differential of $1.50 an hour in addition to the hourly wage rate.

8.5 It is hereby agreed and understood that the members of this bargaining unit are professionals in their field of nursing. The Employer agrees to allow the members of the bargaining unit to accrue time off as compensatory time on an hour-for-hour basis for all time worked which is not designated as call-out or overtime shift coverage. Call-out and overtime shifts above (80) hours in a two-week pay period may be paid at time and one-half (1.5) of the employee's regular rate of pay or accrued at time and one-half (1.5) 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.

8.5a Compensatory time may be accrued in increments of fifteen (15) minutes but will be recorded in no less than one hour units. Compensatory time may be accrued beyond 120 hours but in no case shall more than 120 hours be carried past December 31st of each year.

8.6 It is understood that Employees may be required to work reasonable overtime in the event of emergencies or staffing problems. However, the employees may refuse to work full "back-to-back" shifts.

8.7 Call-out and time and one-half overtime will be awarded on a rotating basis of those registered nurses who have volunteered. Employees called out to work other than their normal shift shall be paid a minimum of four (4) hours of pay at time and one-half of the employee's regular rate of pay. The employee may have the option of accruing compensatory time instead of pay.

8.8 When an employee is authorized to temporary fill a nurse manager/house supervisor position, he or she will be paid a differential of the market rate of the higher grade.

In order to be eligible for differential pay, the following shall apply:

> The employee must be selected and written authorization issued by a management designee to fill the higher graded job, and formal written records of such temporary reassignments must be kept. The authorization must be for the employee to assume the duties and responsibilities of the higher graded position.

8.9. The Employer may designate that a portion of all RN positions be classified as "flex" positions. Employees in designated flex positions may have their days off, shift assignments or work location changed in accordance with the staffing needs of the hospital.

ARTICLE 9 - HOLIDAYS

9.1 Except as provided in 9.2 below, the following enumerated days shall be the only holidays for pay purposes:

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

9.2 Any eligible full time employee who is scheduled for a day off on a day which is observed as a holiday, shall be entitled to receive a Holiday (A Holiday is defined as 8 hours) day off with pay either on the day preceding the holiday or on another following the holiday in the same pay period, or as scheduled by the employee and his/her supervisor whichever allows a day off in addition to the employee's regular day off; provided the employee is in a pay status in his/her last regular scheduled working day immediately before the holiday or on his/her first regular scheduled working day immediately after the holiday.

9.3 Permanent part-time employees are entitled to pro-rated holiday benefits.

9.4 Employees may accumulate a maximum of 6 holidays within a fiscal year. Accumulated holidays in excess of 6 shall be paid at the straight-time rate within one month of the date of accrual. All unused accumulated holidays shall be paid at the straight-time rate within the fiscal year in which earned in the last payroll period of the year.

9.5 Holidays worked shall be compensated at the rate of one and one-half (1 ½) times the employee's regularly scheduled rate of pay, and an additional 1 day of compensatory time, which can be used at a later date, as approved by Management.

ARTICLE 10 - LEAVES

10.1 Employees of the bargaining unit are entitled to sick leave benefits as set forth for all State employees in Section 2-18-618, M.C.A. and policy as promulgated by the Department of Administration and the Department of Public Health and Human Services.

10.1a Sick leave taken in excess of earned sick leave can be charged to earned and available annual leave at the employee's option. Sick leave taken in excess of earned sick leave can be charged to leave without pay with the Employer's approval.

An employee on sick leave or a leave of absence without pay for medical purposes will have the right to return to his/her same position, provided the absence is not in excess of 6 months.

10.1b Sick leave charges and credits will be charged to the nearest tenth of an hour.

10.1c In positions which require replacement, the employee or his/her agent will inform the nursing office or the supervisor on duty that illness will prevent them from reporting to duty at least four (4) hours before the employee's shift is to begin. For positions not requiring a replacement,

at least one (1) hour of notification shall be given. The employee shall notify the supervisor on duty of his/her intent to return to duty at least four (4) hours before the beginning of the shift.

An employee who for reasons beyond his/her control cannot notify the nursing office as above, will not be penalized for violation of this Section.

10.1d Employees will be granted family leave in accordance with state and federal law and, specifically pursuant to the provisions set forth in Sections 49-2-310 and 311, M.C.A. as stated below:

"Section 49-2-310. It shall be unlawful for an employer or his agent to:

(1) to terminate a women's employment because of her pregnancy;
(2) refuse to grant to the employee a reasonable leave of absence for such pregnancy;
(3) 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;
(4) to retaliate against any employee who files a complaint with the commissioner under the provisions of this part; or
(5) require that an employee take a mandatory maternity leave for an unreasonable length of time.

Section 49-2-311. 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 unless, in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so."

10.1e 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.

10.1f Family and medical leave procedures shall be in compliance with the 1993 Family & Medical Leave Act.

10.1g Release time is defined as time an employee is relieved from scheduled duties and work to attend another function.

10.2 Leave without pay: Employees who have been in the service of the Employer for at least six (6) months may be entitled to take leave of absence without pay for good and sufficient reasons, such as extended illness, personal injury to the employee or his/her spouse or child; provided, the Employer may require a doctor's certificate or other satisfactory proof of the need for such a leave. Leaves of absence will be granted up to 12 months; provided, however, upon approval by the Director of the Department of Public Health and Human Services, a leave of absence in excess of 12 months may be granted. Request for leave of absence must be submitted in writing and approved by the appropriate Management designee, however, maternity leave will be in accordance with 10.1d.

10.3 Military leave per state statute 10-1-604: "Leave of absence of public employees attending training camp or similar training program. 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 6 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."

10.4 With the prior approval of the Chief Executive Officer or his/her designee, reasonable leave without pay will be granted to employees who are authorized representatives of the Association by virtue of being members of constituted Association, State or District level Committees, Councils, or Commissions, and/or officers of the Association. The Association will submit a list of such representatives, and will update the list when necessary.

10.5 A full-time permanent nurse, who has had at least one (1) year continuous employment at the institution may make a written request for leave without pay to obtain more nursing education at the nurse's own expense.

If the Employer grants the request such leave without pay may not ordinarily exceed one (1) year and must not exceed the amount of prior continuous employment as a nurse at the institution. However, where special circumstances arise, such as the need for more time in which to complete planned degree work, the nurse may make written request of Employer at least one (1) month before completion of the original leave. Such extension requests shall not be made more than once, if granted, and the nurse must state in writing intent to return and provide services to the institution.

A nurse who is allowed to take educational leave without pay shall be allowed to return to the institution in a position of comparable status without loss of accrued

seniority and unused benefits. Seniority and benefits will not accrue during the leave.

10.6 Management agrees that continuing education is recognized as a viable concept for staff development.

10.6a Except by mutual agreement, when employees are required by management to attend workshops. Training sessions, or conferences, they will be paid salary, transportation, per diem, and lodging according to state law and policy. The hospital will make a good faith effort to allow all employees covered by this contract an equal opportunity to attend workshops, training sessions, and conferences throughout all levels of the professional nursing staff.

10.6b Each full time employee will be entitled to three days per year leave with pay to attend job related workshops, seminars, etc. Part-time employees shall receive a prorated portion of the full time employee's benefit in accordance with the average number of hours worked per pay period based on a minimum of six pay periods. Employees may be required to participate in in-service training classes to pass along information obtained through this process.

10.6c The Association recognizes that currently there are pertinent training programs offered by Management including in-service and consultant type from the outside, which could be effectively utilized by employees as part or all of the three days granted.

10.6d Management retains the authority to determine the number of nurses to be given off time to enable appropriate staffing coverage. Such leave shall be subject to approval to enable the efficient operation of the institution, to ensure patient care will not be jeopardized, and that budget limitations are not exceeded.

ARTICLE 11 - JURY DUTY/SUBPOENA

11.1 Jury Duty per state statute 2-18-619:

"(1) Each employee of the state or any political subdivision thereof who is under 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 to his employer any expense or mileage allowance paid him by the court.

(2) 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.

(3) 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.

(4) The department of administration or the administrative office of any city or county shall issue the necessary regulations to implement this section."

ARTICLE 12 - VACATIONS

12.1 Per state statute 2-18-611:

"(1) Each full time employee of the state or any county or city thereof is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. An employee must be credited with one year of service for each period of 2080 hours of service following his date of employment; an employee must be credited with 80 hours of service for each bi-weekly 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 a pay period. Proportionate vacation leave credits shall be earned and 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 6 calendar months.

(2) Persons regularly employed 9 or more months each year but whose continuous employment is interrupted by the seasonal nature of the position shall earn vacation credits. However, such persons must be employed 6 qualifying months before they can use the vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid a break in service.

(3) Permanent part-time employees are entitled to pro-rated annual vacation benefits if they have regularly scheduled work assignments and normally work at least 20 hours each week of the pay period and have worked the qualifying period."

12.2 In the event of an employee's death, unused earned vacation time will be paid to the employee's heirs at the employee's regular rate of pay, provided the required state form has been completed and made a part of the employee's personnel file.

12.3 The dates when employees' vacations will be granted will be determined by agreement between each employee and the appropriate Management designee, with regard to seniority and the best interest of the Employer. Management will determine and post a cut-off date for vacation requests. Approval of vacation submissions shall be made based upon an employee's seniority within thirty (30) days of the vacation cutoff date. A vacation request is considered five (5) consecutive eight (8) hour shifts and/or three (3) consecutive 12 hour shifts. Additional requested time off shall be granted on a first come, first serve basis with notification of approval or denial a minimum of fourteen (14) days prior to the requested time.

12.4 If a holiday occurs during a period in which vacation is taken by an employee, the vacation period may be extended by the number of holidays that occur during said period with the approval of the Employer. If the holiday is not used to extend annual leave, the day will be charged as a holiday and not as annual leave against the employee's accrued leave record.

12.5 Vacation time can be taken on a split-vacation basis with the approval of the Employer.

12.6 A vacation may be extended by one (1) additional week of leave without pay, with proper notification and prior approval to the appropriate Management designee.

ARTICLE 13 - STAFF DEVELOPMENT

13.1 All employees are expected to attend monthly nursing staff meetings. Purpose: Review and discuss subcommittee recommendations and to resolve matters which relate to the improvement of nursing care. Employees attending required nursing staff meetings will receive hour-for-hour comp-time if the meeting is in excess of the employee's normal eight (8) hour work day or 40-hour work week.

13.2 Performance evaluation conference and review of job descriptions will be held once a year and at the end of six (6) months for new employees. This evaluation shall be discussed jointly by the Employee, the immediate supervisor and/or the appropriate Management designee.

13.3 New employees will be provided a period of orientation consisting of two consecutive work weeks (10 working days). This orientation will be provided and conducted by the appropriate Management designee, and will cover all areas of nursing practice within the hospital. Five working days on an assigned

shift under the general guidance of appropriate personnel will be provided in addition.

13.4 In the case of interdepartmental or promotional changes orientation will be provided at the request of the individual employee or his/her immediate supervisor with the approval of the appropriate Management designee.

13.5 In-service will be provided to all employees during respective shifts, as staffing patterns permit. It is understood that Management retains the right to establish staffing patterns. Certain in-service training will be mandatory.

13.6 Nurses must complete at least twelve (12) hours of in-service within each year.

13.7 The Employer will reimburse nurses the current ANA member testing fee set by the American Nurses Credentialing Center (ANCC) for the initial certification examination and for renewal fees in psychiatric mental health nursing, or other certifications approved by the Director of Nursing.

ARTICLE 14 - SENIORITY

14.1 Preference to nursing vacancies and new positions will be given to bargaining unit employees who meet the minimum qualifications of the vacancy and/or position posted. In case qualifications, education, experience, and ability are equal, seniority will prevail.

14.2 Layoffs caused by reduction in working force will be in order of seniority; that is, the employee last hired will be the first released. Employees scheduled to be released under such conditions will be given at least 10 working days' notice. All recalls will likewise be in order of seniority. The Employer will notify the employee to return to work and furnish the local unit with such notification. The employee will notify the Employer within 5 calendar days of a decision to return to work or not.

14.2a Vacant positions will be posted to offer equal opportunity to all employees at their respective place of employment. Vacancies will be posted for a minimum of 5 working days. Within that 5 day period, the nurse must submit a written request for the position. Management will notify each nurse not accepted for the position, in writing. Job vacancies will be posted in the areas currently used to post positions for other employees.

14.2b If some specific requirements for the vacant position are necessary, they must be included in entirety in the job description, on the bid form, and advertised as such.

14.2c No permanent employee under the jurisdiction of this contract will be laid off while temporary employees are working. Part-time employees working on a permanent basis are considered permanent employees.

14.2d Bargaining unit RN who moves out of the union to take a non-bargaining unit position within the facility will retain his/her seniority for six (6) months from the starting date for the new position.

14.2e Per diem employees who do not work hours for 6 consecutive pay periods shall not be eligible to participate in the bid process for open positions unless no other bargaining unit member has bid for the position within the established timeframe.

14.3 Seniority will be computed using all hours served in a paid status from the employees date of hire or transfer into a bargaining unit position The term "all hours served in a paid status" is defined to include: Regular hours worked; Sick Leave (accrued and donated); Vacation; Holidays; Compensatory time. (Excluding overtime hours). Except as provided in Section 14.5, any time an RN is in an unpaid leave status, such time does not count towards hours calculated for the purpose of determining seniority.

14.3a. To be absent from the job due to a layoff will be considered lost time for the purpose of seniority; however, previous service on the Warm Springs campus prior to a layoff will count toward seniority.

14.4 Employees whose seniority dates are the same will have their seniority rank determined by lot.

14.5 Seniority will not be accumulated over an extended leave of absence of more than 15 days, or in cases of Workers' Compensation when leave exceeds six (6) months. Seniority will be frozen at the employee's present level during the leave and will continue again upon returning from a leave.

14.6 The Employer shall, upon written request, furnish the Association with a list of vacant Registered Nurse positions and changes in Registered Nurse FTE's including those filled by non-unit employees.

14.7 Seniority will be forfeited by discharge or voluntary termination.

ARTICLE 15 - TERMINATION OF EMPLOYEE

15.1 The Employee is to give at least 14 days written notice of intended resignation, except in case of genuinely unforeseen circumstances.

15.2 The Hospital shall give a nurse 14 days written notice prior to termination of employment unless said termination is for cause. In the event that the dismissal is based on cause, the conduct complained of shall be specifically stated in writing and given to the nurse.

ARTICLE 16 - GRIEVANCE AND ARBITRATION

16.1 Having a desire to create and maintain labor relations harmony between them, the parties hereto 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.

Step 1-- Any grievance, controversy or dispute arising over the operation of this Agreement shall first be taken up with the employee or employees and his/her immediate supervisor within 10 days of such grievance.

Step 2-- If such controversy or dispute cannot be adjusted in this manner, it shall be presented to the Director of Nursing Services, in writing, within 10 days of Step 1. The Director of Nursing Services will respond within 15 days.

Step 3-- If no settlement can be reached at Step 2, it shall be presented in writing to Director of the Department of Public Health and Human Services or his/her designee, within 10 days of Step 2 The Agency Director or designee will respond in writing within 30 days.

Step 4-- Should the matter remain unresolved, the local Association shall, within 10 days of receipt of such decision, notify the Director or his/her designee and the State Office of Labor Relations in writing, of its intention to have such grievance referred to arbitration. The parties may mutually agree to go to mediation at any step in the grievance process. Request for mediation services will be submitted jointly. Timeline for grievance processing will be put on hold until the mediation is final.

In addition, the parties may mutually agree to waive any Step in the grievance process.

16.2 It is understood that Management and the Association will act as expeditiously as possible in the processing of all grievances. Timelines set forth in the grievance process can be extended by mutual agreement.

16.3 In the event of a job classification related grievance, the grievance shall be submitted according to the rules and regulations of the Board of Personnel Appeals for resolution.

16.4 When a question arises as to whether or not a matter falls under the jurisdiction of the Board of Personnel Appeals or should be referred to arbitration, the matter shall be referred to the Board for decision.

16.5 Within 10 days after such written notice of intention is delivered to the Director, the Association and the State shall call on the Federal Mediation and Conciliation Service to provide a list of seven (7) persons.

16.6 Each party shall be entitled to strike three (3) names from the list in alternate order and the name remaining shall be the arbitrator. The arbitrator shall hear the grievance and render a decision.

16.7 Each party shall share equally the cost of the impartial arbitrator and each party shall be responsible for the cost of presenting their own case. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcript shall pay all costs. If each party requests transcripts, they shall equally share the cost.

16.8 During the processing of any matter under this or the preceding steps, the Association agrees not to strike, render unfair reports, or cause slow-downs and the Employer agrees not to lock out employees represented by the Association.

16.9 Any failure or refusal to abide by the terms of this grievance and arbitration procedure shall constitute a waiver by the party who breaches the Agreement of the rights and constraints created by the above grievance and arbitration clause.

16.10 No arbitrator shall have the power to add to, detract from, or modify the terms of this Agreement.

ARTICLE 17 - MISCELLANEOUS

17.1 The Employer will provide just compensation for destruction of management approved clothing or personal property when loss or damage is caused as a result of aggressive patient behavior; such loss must be reported to the immediate supervisor prior to the end of the shift during which the incident occurred and a claim be made to local Management within 72 hours.

17.2 Association business meetings may be held on hospital premises with prior Management approval if space is available.

17.3 An employee may request the presence of a representative during an investigatory interview when the employee reasonably believes the interview may result in his/her being disciplined.

17.4 Uniforms will be provided according to hospital policy.

ARTICLE 18 - SAVINGS CLAUSE

18.1 If any provision of this Agreement or the application of such provision shall, in any court or by other governmental action be held invalid, the remaining provisions and their application will not be affected.

ARTICLE 19 – PROFESSIONAL CONFERENCE COMMITTEE

There is hereby created an Professional Conference Committee established to discuss concerns of both parties and to foster improved communications between Employer and employee. The Committee, which will include the Director of Nursing or designee, will meet when necessary or requested, at a mutually agreed time, place, and date. Neither the Association nor Management shall have more than four voting representatives.

Prior to the agreed meeting date the requesting party shall provide an agenda no less than five (5) working days prior to the meeting date.

The Employer shall insure reasonable access to the Association and each employee an up to date collection of its policies. Employees shall be notified of any changes to policies issued by the Employer a minimum of seven (7) days in advance of implementation.

ARTICLE 20 - TERM

20.1 The term of this contract will be from July 1, 2015, through June 30, 2017. If either party wishes to renegotiate, it shall give written notice to the other party, at least 60 days and not more than 180 days before its expiration date of its intention to terminate, amend or modify the Agreement. If the Association gives notice, it agrees to notify the Chief Labor Relations Bureau in writing of such requested negotiations and at the same time to also notify the agency.

20.2 It is agreed that the State and Association will re-open negotiations on applicable economic issues sufficiently in advance of the Executive Budget Submittal to insure time for negotiations to take place. Such budgetary negotiation will be deemed completed in good faith when the negotiated results are submitted to the next legislature in the Executive Budget, by bill or resolution. The Association shall have the right to strike or picket after December 31, 2014, on wages and fringe benefits for the 2016-2017 biennium.

20.3 The parties recognize that this Agreement is a binding contract covering terms and conditions of employment and neither shall be obligated to bargain during its term except by mutual consent.

IN WITNESS WHEREOF the parties hereby affix their signatures as of this 13th day of May 2016

FOR: STATE OF MONTANA:

Mike Manion

Mike Manion ~~Alan Andrus~~, Labor Negotiator
State Office of Labor Relations

Glenda Oldenburg for John Glueckert

John Glueckert, Administrator
Montana State Hospital

Richard H. Opper
Department of Public Health and Human Services

FOR: MONTANA NURSES ASSOCIATION:

Sandi Luckey, Labor Representative
Montana Nurses' Association

Jack Preston, President
Montana Nurses Association Local 7

Amanda Hatcher, Vice President
Montana Nurses Association Local 7

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 shall receive a $0.50 an hour pay increase effective the first day of the first complete pay period that includes January 15, 2016 and a $0.50 an hour pay increase effective the first complete pay period that includes January 15, 2017. The increases shall apply to the employee's base pay.

Further, in accordance with Section 2-18-303(4)(a)(i), these adjustments will not be provided to employees until the State receives written notice that the employee's collective bargaining unit has ratified the agreement. If that notice is received after the effective date of the pay adjustment, the adjustment will be paid retroactively.

Health Insurance. The State of Montana agrees to increase the employer's share of the individual health contributions for group benefits by 10% (to $976 a month) from January 2016 through December 2016 and by 8% (to $1054 a month) from January 2017 through December 2017.

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.

Section8. 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.

SCHEDULE A

PAY RANGE WITH 2010 MARKET AS MIDPOINT OF RANGE

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 B – Grievance Form

The following procedure and form shall be used to process grievances in accordance with Article 16, Grievance and Arbitration, of the Labor Agreement:

Step 1. A grievance shall first be taken up with the employee or employees and his/her immediate supervisor, within ten (10) days of such grievance, with or without a Union representative present. This step of the procedure is usually done orally rather than in writing. It is understood by both the Union and Management that the immediate supervisor shall discuss the grievance with the Department head before giving his/her reply.

Step 2. If the grievance cannot be adjusted at Step 1, it shall be presented to the Director of Nursing Services or his/her designee in writing within ten (10) days of the receipt of the Step 1 response. The Director or his/her designee shall have fifteen (15) days in which to respond to the grievance in writing.

Employees shall fill out the following form if they are not satisfied with the Step 1 answer of the immediate supervisor:

EXPLANATION OF THE GRIEVANCE (also identify what Articles and Sections of contract that were violated, state when the grievance occurred, and attach any documents to support your claim):

_____

_____

_____

_____

_____

YOUR PROPOSED SOLUTION TO THE GRIEVANCE:

_____

_____

_____

_____

_____ _____

Employee(s) SignatureDate

ANSWER (The Director of Nursing Services or his/her designee' shall answer the grievance explained by the employee(s) on page 1 in the following space):

_____

_____

_____

_____

_____

_____ _____

Signature of Director of Nursing Services/designee Date

Step 3. If no settlement can be reached at Step 2, it shall be presented in writing to the Director of the Department of Public Health and Human Services, or his/her designee, within ten (10) days of the receipt of the written Step 2 response.

REASONS (The employee(s) shall state the reason(s) for not accepting Management's answer at Step 2 below):

_____

_____

_____

_____

_____

_____ _____

Employee(s)' Signature Date

ANSWER (The Director of the Department of Institutions or his/her designee shall respond to the employee(s)' grievance below):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Director's or his/her designee's signature Date
(or his/her designee)

Step 4. Should the aggrieved employee or employees and the Union consider the decision of the Director to be unsatisfactory, the Union may notify the Director, in writing, of its intention to have the grievance referred to arbitration. In such event, notice must be provided within ten (10) days of the receipt of the Step 3 response.