

2025 – 2027

COLLECTIVE BARGAINING AGREEMENT

between the

**STATE OF MONTANA
PUBLIC HEALTH & HUMAN SERVICES
MONTANA STATE HOSPITAL**

and the

MONTANA NURSES' ASSOCIATION

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COLLECTIVE BARGAINING AGREEMENT
between the
STATE OF MONTANA
PUBLIC HEALTH & HUMAN SERVICES
MONTANA STATE HOSPITAL
and the
MONTANA NURSES ASSOCIATION

PREAMBLE

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 – Montana State Hospital, 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

Section 1. The purpose of this Agreement is to establish the hours of employment, wages, and other conditions of employment of Registered Nurses (RNs), and Advanced Practice Registered Nurses (APRNs) 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.

Section 2. It is further agreed that conditions contained herein related to Registered Nurses, and APRNs, will apply to all 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

Section 1. The Employer recognizes the Association as the exclusive representative of all Registered Professional and Psychiatric Nurses (RNs, and APRNs) employed at the hospital on a full-time or part-time basis. Nurses and APRNs 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.

Section 2. All managerial and supervisory personnel shall be excluded as certified by the Board of Personnel Appeals.

Section 3. Employment Status Definitions

1. Probationary Employee: Regular full-time and regular part-time RNs, or APRNs shall be probationary for the first six (6) months of their employment for the purposes of evaluation. The probationary period may be extended up to an additional six (6) months for documented performance issues and by mutual agreement. 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 three (3) months the nurse shall have the opportunity for a conference with their immediate supervisor to discuss their level of performance and further expectations.
2. Full-time Employee: An employee who normally works a minimum of 36 hours per week or up to 80 hours a pay period.
3. Part-time Employee: An employee who normally works less than 36 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 §§ 39-31-101 through 39-31-404, MCA, 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

Section 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.

Section 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.

Section 3. The authorized representatives of the Montana Nursing Association or their 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.

Section 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 six (6) months. Initial orientation should not be less than three full shifts. Refresher orientations should not be less than one full shift.

Section 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.

Section 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.

Section 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 non-public areas.

ARTICLE 5. MANAGEMENT SECURITY

Section 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.

Section 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

Section 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, gender identity or expression, sexual orientation, 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.

Section 2. In accordance with the provisions of Title 49, Chapter 3, MCA., "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 disability. 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. However, the Employer may enter into a bona fide seniority system that is not structured to perpetuate any past discriminatory practices.

ARTICLE 7. CONDITIONS OF EMPLOYMENT

Section 1. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall abide by the terms of the authorization and deduct from the employee's pay the amount owed to the Association by such employee for dues. The Employer will remit to the Association such sums within 30 calendar days. Changes in the Association membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or advance of such change.

Subsection 1. The Association shall provide local management with sufficient copies of the Association's membership applications or QR cards so that each employee who is hired is provided with this form at date of hire.

Subsection 2. 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.

Subsection 3. The Employer will provide the Association with a list of newly hired and terminated employees at least monthly. The list may include mutually agreed upon pertinent member information and will be sent to the Association.

Section 2. A probationary period for all new employees, for the purpose of evaluation, shall be six (6) months. Thereafter, the employees shall achieve permanent status. The six (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. The probationary period for an individual employee may be extended up to an additional six (6) months at the Employer's discretion in accordance with the State of Montana Probation Requirements Policy. When a probationary period is extended, the Employer will notify the employee of the extension in writing before the end of the existing probationary period. The notice must include the length of and reason for the extension. The Employer will notify the Association when an employee's probationary period has been extended.

Subsection 1. At the end of three (3) months, the Registered Nurse, or APRN will have the opportunity for a conference with their immediate supervisor to discuss their level of performance and further expectations.

Subsection 2. If for any reason a probationary employee is dismissed or suspended within the first six (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.

Subsection 3. A probationary employee is not allowed to grieve under the grievance procedure set forth in this contract except in case of wage errors/discrepancies.

Section 3. 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.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. The hospital will provide T.B. testing and hepatitis B immunization according to hospital policy.

ARTICLE 8. HOURS OF WORK & COMPENSATION

Section 1. Registered Nurses: Hours of work will be up to twelve (12) hours per day and up to 84 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. Twelve (12) hour shifts, except in certain cases, will be: day shift 7:00 a.m. to 7:00 p.m.; night shift 7:00 p.m. to 7:00 a.m.; mid-shift 11:00 a.m. to 11:00 p.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. Employees working either a 1.0 (40 hours/week) or 9 (36 hours/week) FTE shall be considered full- for the purpose of incentives and bonuses.

Section 2. Advanced Practice Registered Nurses: Hours of work will be up to twelve (12) hours per day and up to 80 hours in a two-week pay period. Shift length and schedule rotation will vary by position, patient care need, and location. Example: Alpha Delta, Bravo, Galen, Group homes. Med Clinic. There will be three different schedule rotation options:

1. 7 on / 7 off
 - a. Week 1 Monday through Friday 12-hour shifts
 - i. Saturday & Sunday 10-hour shifts
 - b. Week 2
 - i. Off
2. Four 10-hour shifts

a. Fixed rotation

3. Five 8-hour shifts

Subsection 1. Scheduled hours of work will be posted at least two weeks in advance. Except in emergency situations which will be temporary (no longer than 60 days) an APRN may not be changed from one rotation (such as week 1 to week 2) to another without mutual agreement by the affected APRN and management.

Subsection 2. APRN may change rotation by accepting a different bid when posted.

Subsection 3. Shift schedule and rotation will be included in the post/bid.

Subsection 4. Shift start and end times will be based on patient care needs and will not be changed unless mutually agreed upon with the APRN or 30-day written notice from the facility of the change.

Section 3. Nurse Educators: Hours of work will be 40 hours per week, Monday through Friday as assigned.

Section 4. 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.

Subsection 1. A dining area will be provided for employees.

Section 5. A rest period will be provided for fifteen (15) minutes during each four (4) hours worked.

Section 6. 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 preclude or waive an employee's statutory right to file an appeal before the Board of Personnel Appeals.

Subsection 1. 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.

Subsection 2. The Employer agrees to pay toward the provision of health insurance the contribution amount as established by Legislative allocation.

Subsection 3. 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 \$3.00 an hour in addition to the hourly wage rate.

Subsection 4. Employee hours worked on the weekend, which is defined as hours from 7:00 pm on Friday through 7:00 pm on Sunday, shall be paid a wage differential of \$2.00 an hour in addition to the hourly wage rate and in addition to any other applicable differentials.

Subsection 5. Registered Nurses who are trained and agree to perform charge duties shall be paid a differential of three dollars (\$3.00) per hour for all hours worked as charge RNs.

Section 7. 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.

Subsection 1. 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.

Section 8. 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.

Section 9. 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 three (3) 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.

Section 10. When an employee is authorized to temporary fill a nurse manager/house supervisor position, the employee will be paid a differential \$2.00 per hour.

Section 11. 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

Section 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 | Presidents' Day |
| Last Monday in May | Memorial Day |
| July 4th | Independence Day |
| 1st Monday in September | Labor Day |
| 2nd Monday in October | Indigenous Peoples' Day & Columbus Day |
| November 11th | Veteran's Day |
| 4th Thursday in November | Thanksgiving Day |
| December 25th | Christmas Day |
| Floating Holiday | Each Calendar Year |

Each full-time employee is entitled to one floating holiday each calendar year. Each part-time employee is entitled to one floating holiday each calendar year that must be calculated proportionately to the floating holiday allowed to a full-time employee. Unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to employees on termination of employment.

Section 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)eight 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 their supervisor whichever allows a day off in addition to the employee's regular day off; provided the employee is in a pay status in their last regular scheduled working day immediately before the holiday or on their first regular scheduled working day immediately after the holiday.

Section 3. Permanent part-time employees are entitled to pro-rated holiday benefits.

Section 4. Employees may accumulate a maximum of six (6) holidays within a fiscal year. Accumulated holidays in excess of six (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.

Section 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 one (1) day of compensatory time, which can be used at a later date, as approved by Management.

ARTICLE 10. LEAVES

Section 1. Employees of the bargaining unit are entitled to sick leave benefits as set forth for all State employees in § 2-18-618, MCA, and policy as promulgated by the Department of Administration and the Department of Public Health and Human Services.

Subsection 1. 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.

Subsection 2. Sick leave charges and credits will be charged to the nearest tenth of an hour.

Subsection 3. In positions which require replacement, the employee or their 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. An employee who for reasons beyond their control cannot notify the nursing office as above, will not be penalized for violation of this Section.

Subsection 4. Employees will be granted family leave in accordance with state and federal law and, specifically pursuant to the provisions set forth in §§ 49-2-310 and 49-2-311, MCA.

Subsection 5. 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.

Subsection 6. Family and medical leave procedures shall be in compliance with the Family & Medical Leave Act.

Subsection 7. Release time is defined as time an employee is relieved from scheduled duties and work to attend another function.

Section 2. Leave without pay: Leaves of absence may be granted up to 12 months. 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 Section 1, Subsection 4.

Section 3. Military leave shall be in accordance with state/federal law including § 10-1-1009, MCA.

Section 4. With the prior approval of the Hospital Administrator/CEO or their 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.

Section 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.

Subsection 1. 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.

Subsection 2. 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.

Section 6. Management agrees that continuing education is recognized as a viable concept for staff development.

Subsection 1. 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.

Subsection 2. 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.

Subsection 3. 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.

Subsection 4. 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.

Subsection 5. Each APRN will be entitled to five (5) days per year leave with regular pay to attend job related workshops, seminars, CMEs, etc. APRNs may be

required to participate in in-service training classes to pass along information obtained through this process.

Subsection 6. Each APRN will be eligible for \$360 per four (4) hour block when it is used to complete medical morbidity and mortality reports and death reviews, committees (pharmacy, admission and discharge, transfers, medical executive), and time spent for recredentialing.

Section 6. When a nurse is instructed not to report to work by the facility without the employee requesting time off and has been medically cleared by a physician the absence will not count against the RN in regards to the attendance policy. e.g. tuberculosis surveillance, exposure monitoring, contagious illness contracted at the facility.

ARTICLE 11. JURY DUTY/SUBPOENA

Section 1. Jury Duty shall be in accordance with § 2-18-619, MCA.

ARTICLE 12. VACATIONS

Section 1. Per § 2-18-611, MCA:

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 biweekly pay period in which they are 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 six calendar months.
2. Persons regularly employed nine (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."

Section 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.

Section 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.

Section 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.

Section 5. Vacation time can be taken on a split-vacation basis with the approval of the Employer.

Section 6. A vacation may be extended by one (1) additional week of leave without pay, with prior approval of the Hospital Administrator/CEO.

ARTICLE 13. STAFF DEVELOPMENT

Section 1. Employees attending required nursing staff meetings shall be on paid time. Employees attending required nurse staff meetings shall be on duty time. Duty time is defined as paid work time. RNs and APRNs attending required nursing staff meetings shall be paid for all time spent in meetings. Nurses shall be allowed to come in on their days off to attend in-services and required trainings. No nurse shall be required to travel to meetings or educational training on their day off with less than thirty (30) days notice.

Section 2. Performance evaluation conference and review of job descriptions will be held once a year for new employees. This evaluation shall be discussed jointly by the Employee, the immediate supervisor and/or the appropriate Management designee.

Section 3. New employees will be provided a period of orientation consisting of two consecutive workweeks (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. In the case of interdepartmental changes orientation will be provided at the request of the individual employee or their immediate supervisor with the approval of the appropriate

Management designee. *Orientation or training may be extended by request of the RN or leadership and will not be unreasonably denied.*

Section 4. 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.

Section 5. Nurses must complete at least 12 hours of in-service within each year.

Section 6. 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 or Nursing.

ARTICLE 14. SENIORITY

Section 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.

Section 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 ten (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 five (5) calendar days of a decision to return to work or not.

Subsection 1. 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.

Section 3. 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) five working days. Within that five (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.

Subsection 1. 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.

Subsection 2. Per diem employees who do not work hours for six (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.

Section 4. A bargaining unit RN who moves out of the union to take a non-bargaining unit position within the facility, or terminates employment with MSH, will have their seniority frozen within the facility for a period of one (1) year from the start date of their non-bargaining unit position or their date of separation.

Section 5. Seniority will be computed using all hours served in a paid status from the employee's 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 this Section, any time an RN is in an unpaid leave status, such time does not count towards hours calculated for the purpose of determining seniority.

Subsection 1. 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.

Section 6. Employees whose seniority dates are the same will have their seniority rank determined by lot.

Section 7. 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.

Section 8. 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.

Section 9. Seniority will be forfeited by discharge or voluntary termination.

ARTICLE 15. TERMINATION OF EMPLOYEE

Section 1. The Employee is to give at least 14 days written notice of intended resignation, except in case of genuinely unforeseen circumstances.

Section 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 & ARBITRATION

Section 1. Having a desire to create and maintain harmonious labor relations between them, the parties agree that they will promptly attempt to address all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the written provisions of this Agreement. At any step in the grievance process, the Union or Management may request to meet in order to further discuss the grievance and possible resolution.

Informal Resolution

All potential grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given an opportunity to attempt a resolution.

Section 2. Grievance Procedure.

Step 1

A grievance involving the interpretation or application of the written provision(s) of this Agreement shall be submitted by the employee or union representative to the employee's immediate supervisor or management designee within 30 calendar days from the occurrence of the grievable event. The immediate supervisor, management designee, or Human Resources shall have 14 calendar days from receipt of the grievance to respond in writing.

Step 2

If the grievance is not resolved at Step 1, a formal grievance may be submitted by the Union in writing within 14 calendar days from the immediate supervisor's or management designee's response to Step 1. The grievance should be submitted to the appropriate Division Administrator or Human Resources. The Division Administrator or designee at the second step shall have 14 calendar days from receipt of the grievance to respond in writing.

Step 3

If the grievance is not resolved at Step 2, the Union may submit a Step 3 formal grievance to the Director of the Department of Public Health and Human Services or designee within 21 calendar days of the Step 2 response. The agency head or designee shall have 21 calendar days from receipt of the grievance to respond in writing.

Step 4

Should the Association consider the decision of the agency head unsatisfactory, the Association shall, within 21 calendar days of such decision, notify the agency head and the State Office of Labor Relations of its intention to take the grievance to arbitration.

Step 5

After notification of arbitration, the Association and management may work with the State Office of Labor Relations (OLR) to determine if there is a mutually acceptable resolution that can be found or if the matter should go to mediation. This process shall take no longer than 14 calendar days. If the parties do not agree to resolve the grievance informally or mutually agree to mediation, the grievance shall proceed to final and binding arbitration. If there is a cost associated with mediation, arbitration or both, the parties will share costs equally. The timeline for the grievance processing will be put on hold until the mediation is final or the decision is made to move to arbitration.

Section 3. Rules of Grievance Processing.

Subsection 1. Waiving time limits. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

Subsection 2. Timeliness. A grievance not filed or advanced by the grievant or the Association within the time limits provided shall be deemed permanently withdrawn. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the grievance to be moved to the next step.

Subsection 3. Elements of the grievance. All presentations of grievances shall be submitted to the Employer in writing at each step and must include:

1. Name of employee(s)/Union grieving.
2. Date of the violation.
3. The step of the grievance process.
4. A statement of the grievance including the reason it is being filed
5. The specific Article(s) and Section(s) of the Agreement violated.
6. The specific remedy or correction requested.
7. The signature of each grievant or representative.

Subsection 4. Alternative procedures.

1. As recognized in § 49-2-512, Title 49 of Montana Code Annotated establishes the exclusive remedy for acts constituting an alleged violation of the Montana Human Rights Act. In the event of a grievance based upon an alleged violation of this Act, the statutory procedures of filing a claim with the Human Rights Bureau shall be the exclusive remedy.
2. As recognized in § 2-18-1011, Title 2 of Montana Code Annotated establishes the exclusive remedy for an alleged violation of classification. 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. The Association reserves the right to file a grievance based on violation of the terms and conditions of this collective bargaining agreement.

Section 4. Rules of Arbitration.

Subsection 1. Selection of Arbitrator. The Association or Employer shall request a list of seven arbitrators from the Board of Personnel Appeals or Federal Mediation and Conciliation Service (FMCS) and shall alternatively strike names from the list. The last remaining name shall serve as the arbitrator.

Subsection 2. Arbitrator's limitations. No grievance which fails to meet the requirements of Section 3, Subsection 3 of this Article shall be determined to be arbitrable. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

Subsection 4. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay the entire cost. If each party requests a transcript, they shall equally share the cost.

Subsection 5. The arbitration location shall be in Helena, Montana unless otherwise mutually agreed by the parties.

ARTICLE 17. MISCELLANEOUS

Section 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.

Section 2. Association business meetings may be held on hospital premises with prior Management approval if space is available.

Section 3. An employee may request the presence of a representative during an investigatory interview when the employee reasonably believes the interview may result in their being disciplined.

Section 4. Uniforms will be provided according to hospital policy.

ARTICLE 18. SAVINGS CLAUSE

Section 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. ASSOCIATION/MANAGEMENT COMMITTEE

Section 1. There is hereby created an Association/Management Committee established to discuss concerns of both parties and to foster improved communications between Employer and employee. Said Committee will meet, when necessary, at a mutually agreed time and date. The Employer will make every effort to ensure voting representatives are released from floor duties to participate in the meeting. Neither the Association nor Management shall have more than three representatives at said meeting.

Subsection 1. 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.

Section 2. The Employer shall ensure 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

Section 1. The term of this contract will be from July 1, 2025, through June 30, 2027. 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.

Section 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 ensure 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, 2026, on wages and fringe benefits for the 2027-2029 biennium.

Section 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.

THIS AGREEMENT is signed and dated this 10/20/2025.

THE STATE OF MONTANA:

Signed by:

Karol Anne Davis

382B3999F2BE4DB...
Karol Anne Davis, Chief Negotiator
State Office of Labor Relations

Signed by:

Charles T. Brereton

61408679875F473...
Charles T. Brereton, Director
Public Health and Human Services

THE ASSOCIATION:

DocuSigned by:

Emily Peterson

A12F64152D504E4...
Emily J. Peterson, Labor Representative
Montana Nurses' Association

DocuSigned by:

Adrienne Harrison

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Adrienne Harrison, 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. Effective on the first day of the first complete pay period that includes July 1, 2025, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2026, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater.

In addition to the pay raises above, direct care registered nurses will receive an increase in pay each year of the contract of 10% above the market rate established by the Department and approved by the Legislature in House Bill 2.

Section 2. The monthly Employer contribution for group benefits will increase to \$1080 for the 2026 plan year and \$1107 for the 2027 plan year.

The monthly State of Montana employee contributions will increase for 2026 and 2027 plan years. The tables below break out the monthly increase both before and after the wellness incentive which increased to \$60 per month for the 2026 and 2027 plan years.

The cost of employee-only coverage will be covered by the Employer contribution, after the wellness incentive is applied.

| Employee Monthly Contributions Before Wellness Incentive | | |
|---|--|--|
| Contribution Type | 2026 Plan Year Contribution | 2027 Plan Year Contribution |
| Employee Only | \$60 | \$60 |
| Employee and Spouse | \$318 | \$326 |
| Employee and Children | \$134 | \$138 |
| Employee and Family | \$397 | \$407 |

| Employee Monthly Contributions After Wellness Incentive | | |
|--|---|---|
| Contribution Type | 2026 Plan Year Contributions | 2027 Plan Year Contributions |
| Employee Only | \$0 | \$0 |
| Employee and Spouse | \$198 | \$206 |
| Employee and Children | \$74 | \$78 |
| Employee and Family | \$277 | \$287 |

The monthly Tobacco Surcharge will increase to \$60 for the 2026 and 2027 plan year.

The State has the discretion to manage all aspects of the State Health Plan, to include, but not be limited to, deductibles, coinsurance levels, and maximum out-of-pocket levels. Member contributions will only increase beyond the rates established above if the Risk-Based Capital (RBC) level is at or below 300%.

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

Section 4. Per Diem Nurses shall receive a wage differential of \$6.00 per hour in addition to the hourly wage rate in lieu of receiving state benefits. If a Per Diem Nurse becomes eligible for state health insurance by working over 1,040 hours during the measurement period, the \$6.00 per diem differential will end and state insurance benefits will begin.

SCHEDULE A.

PAY RANGE BASED ON DPHHS MARKET PAY PLAN

| Title | Job Code | July 1, 2025 | July 1, 2026 |
|------------------|-----------------|---------------------|---------------------|
| Registered Nurse | J1E012/J1E021 | \$49.19 | \$53.01 |
| APRN | J1H011 | \$63.09 | \$64.66 |