

**2025 – 2027**

**COLLECTIVE BARGAINING AGREEMENT**

**between**

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

**and the**

**MONTANA NURSES ASSOCIATION  
LOCAL #8  
PUBLIC HEALTH NURSES AT DPHHS**

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**COLLECTIVE BARGAINING AGREEMENT**  
**between the**  
**STATE OF MONTANA**  
**PUBLIC HEALTH & HUMAN SERVICES**  
**and the**  
**MONTANA NURSES ASSOCIATION MNA LOCAL #8**  
**PUBLIC HEALTH NURSES AT DPHHS**

**PREAMBLE**

**THIS AGREEMENT** is made and entered into by and between the State of Montana, on behalf of the Department of Public Health and Human Services, referred to as the "Employer," and the Montana Nurses' Association, referred to as the "Association", "Employee", or "Nurse".

**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 at the Department of Public Health and Human Services, Public Health and Safety and Early Childhood and Family Support Divisions, 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 the conditions contained herein related to registered nurses will apply to all the employees of the bargaining unit except those excluded by mutual agreement by the parties, or by law. No employee will be hired or retained under less than the wages and conditions set forth in this Agreement.

**ARTICLE 2.**  
**RECOGNITION & DUES CHECK-OFF**

**Section 1.** The Employer recognizes the Association as the exclusive representative of all registered professional nurses employed in the department on a full-time or part-time basis, with the exception of the supervisors and those excluded by mutual agreement of the parties or by law, for the purpose of collective bargaining with respect to salaries, rate of pay, hours of employment, and other terms and conditions of employment and practice.

**Subsection 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 2.** 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.** The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgements brought or issues against the Employer as a result of any action taken, or not taken, by the Employer under the provisions of this Article.

**Section 3.** The Association shall provide local management with sufficient copies of the Association's membership payroll deduction forms 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.

### **ARTICLE 3. MANAGEMENT RIGHTS**

**Section 1.** Employer retains all rights to manage, direct, and control its business in all particulars 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 to such areas as, but not limited to:

1. directing employees;
2. hiring, promoting, transferring, assigning, and retaining employee, layoff, 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 non-productive;
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 department as determined by management;

9. make and enforce reasonable rules for the maintenance of discipline.

## **ARTICLE 4. PROFESSIONAL RIGHTS**

**Section 1.** The Employer agrees that all matters relating to the practice of nursing at the Public Health and Human Services Department will be in accordance with the Montana Nurse Practice Act.

**Section 2.** The Association, on behalf of its members, agrees to cooperate with the Employer to attain and maintain full efficiency. The Employer recognizes that the nurses are professionals and have professional interests and concerns. Nursing and nursing practice shall not be supervised exclusively by non-nursing supervisors and/or administrators. If requested by an employee, Employer will consult with a professional nurse within the department regarding the evaluation of nursing practices and nursing ethics.

**Section 3.** The authorized representatives of the Montana Nurses Association 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.

**Subsection 1.** It is further understood that, due to the sensitivity of some areas within the Employer's operations, it shall be management's prerogative to determine what specific areas shall be made accessible to the representative.

**Section 4.** The Employer, within 30 days of the signing of this Agreement and quarterly, shall present the Association with a list of the names, mailing addresses, date of hire, job title and current rate of pay of employees covered by the terms of this Agreement. The Employer will provide the Association with a list of newly hired and terminated nurses each month.

**Section 5.** The internal business of the local unit shall be conducted by the employees during their non-duty hours. Selected and local unit officers or appointees shall be allowed a reasonable amount of paid time to investigate and pursue formal grievances.

**Section 6.** The Employer shall give the Association and local unit advance notice and an opportunity to comment on any layoff, including a list of the employees affected.

**Subsection 1.** The Employer shall ensure to the Association, the local unit and each employee reasonable access to an up-to-date policy manual of its rules, regulations, and policies on employment related matters. The Association and local unit shall be notified of any change or additions to personnel rules, regulations, and policies issued by the Employer sufficiently in advance to allow discussion and comment.

**Section 7.** Whenever members of the local unit are scheduled by the Employer to participate during working hours in negotiations with respect to this Collective Bargaining Agreement, two members of the local unit shall be granted up to eight hours per biennium paid release time.

**Section 8.** Employees shall have the right to union representation at any investigatory meeting that the employee reasonably believes could lead to discipline.

**Section 9.** Clinical issues within programs with a nurse consultant position that involves patient care or the development of programs pertaining to patient care shall involve consultation by nursing staff. This includes but is not limited to, policy, Requests for Proposal (RFPs), care, and procedures, so long as said consultation is within nursing job description.

## **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 Public Health and Human Services safety, comfort and general wellbeing 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.

## **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, marital status, or activity on behalf of the Association. All items contained within this Article are not subject to the provisions of Article 18 of this Agreement.

**Section 2.** All employees are expected to follow Department Policy including Employee Conduct Policy, the Non-Discrimination Policy, and the Harassment Policy. No employee will be threatened, demoted, or retaliated against in any way for exercising their right to file complaints or raise issues using these policies.

## **ARTICLE 7. CONDITIONS OF EMPLOYMENT**

**Section 1.** The probationary period for new hires and rehires shall be six months from the date of hire. If the Employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the Employer. The probationary period for an individual employee may be extended up to an additional six 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. The probationary period shall apply to all newly hired nurses even though they may have previously worked in another state department, or for a county or city.

**Section 2.** A probationary employee is not allowed to grieve under the grievance procedure set forth in this contract.

## **ARTICLE 8. HOURS OF WORK AND COMPENSATION**

**Section 1.** Hours of work will be within a 40-hour workweek. Hours of work will normally be Monday through Friday, 8:00 a.m. to 5:00 p.m. or flexible hours within an eight-hour day, except in the case of emergency or unusual circumstances in which case such schedule may be changed by the Employer. The Employer and the employee may mutually agree to a regular work schedule other than eight-hour workdays.

**Section 2.** It is agreed that all employees subject to this Agreement will be classified and paid in accordance with the Statewide Broadband Pay Plan Policy.

**Section 3.** Employees will be granted time and one-half compensatory time or time and one-half pay for any hours worked over 40 in one week. In June of each year, employees will be required to designate whether they want to receive cash or time payment for hours worked over 40 in a week. Compensatory time off may be allowed only at a time mutually agreeable to the Employer and the employee. The final authority to allow compensatory time to be earned or taken rests with the Employer.

**Subsection 1.** Compensatory time may be earned and accumulated up to a maximum of 120 hours at the end of any pay period.

**Subsection 2.** Compensatory time earned and taken shall be recorded in increments of not less than 30 minutes.

**Subsection 3.** Upon termination from the State, unused compensatory time will be paid in the employee's final paycheck.

**Subsection 4.** Compensatory time earned is the time worked by an exempt employee beyond the workweek as defined in Article 8 of this Agreement.

**Subsection 5.** Compensatory time off is defined as an authorized absence granted to an exempt employee for previously earned compensatory time.

**Subsection 6.** Travel time includes only those hours necessarily incurred in transporting an employee from one location to another and does not include those hours in which an employee is lodged. In determining time required to complete travel, true hours shall be considered ignoring geographical time zones:

**Subsection 7.** If a travel schedule is established, other than management's preferred travel plan, primarily for the employee's convenience, then such travel time shall not count as work time beyond those total hours provided for in the management preferred plan.

**Subsection 8.** If travel time is scheduled for other than the employee's normal work shift in the course of work assignments, then such travel time shall count as work time.

**Subsection 9.** Whenever a travel assignment is not completed through use of public conveyances, the time required to consume meals for which State reimbursement is provided must not be considered in determining work time. Generally speaking, the deduction for mealtimes shall be one hour.

**Subsection 10.** All attempts will be made to ensure no employee that completes the Employer's process related to requesting a travel advance shall be required to incur out-of-pocket expenses for registration fees, lodging and commercial transportation. Meal stipends, in accordance with State policy, may be paid by travel advance as well as other costs where the Employer is unable to make direct payment arrangements with the vendor.

**Section 4.** The Employer will attempt to equalize overtime among employees involved where the work is being performed.

**Section 5.** No employee shall be relieved of duty during the regular shift hours in the basic workweek in order to compensate or offset overtime hours worked without the consent of the employee.

**Section 6.** A holiday during a workweek will constitute a day worked when computing overtime for that week.

## **ARTICLE 9. SENIORITY**

**Section 1.** Seniority means the total uninterrupted length of service within the bargaining unit. An employee shall lose seniority rights if they voluntarily resign or retire,



are discharged, or transfer to a position outside of the bargaining unit. Seniority shall be considered unbroken for:

1. layoff,
2. L.W.O.P. per Article 12, if not over 60 days,
3. illness or educational leave, and
4. military service as defined by State law and Department of Administration rules. Experience, qualifications, capabilities, and seniority shall be the controlling factors for promotions, and the filling of new or vacated positions covered by this contract.

**Section 2.** Layoff. In the event of a layoff within a job classification, probationary employees within the job classification of the state shall be laid off first without regard to their individual employment. Non-probationary employees shall be the next to be laid off on the basis of their seniority.

**Section 3.** An employee scheduled to be laid off in one area of nursing may fill a vacant position in another area of nursing which the employee has the ability to perform. Seniority shall prevail in assigning employees scheduled to be laid off to such vacant positions.

**Section 4.** Recall. Whenever a vacancy occurs in a job classification, employees from that area who are on layoff in that classification shall be recalled in accordance with their seniority in the reverse order in which they were laid off. That Employer shall notify such employees to return to work by certified mail (a return receipt requested) and furnish the Association a copy of such notification; and if the employee fails to notify the Employer within five days of their intention to return to work, such employee shall be considered as having forfeited their right to return to work. If a vacancy occurs in a job classification where no employee in that classification from that clinical area has recall right, then the laid off employee with the most seniority will be recalled if they have the ability to do the work; if not, the next senior employee will be recalled, and so on.

## **ARTICLE 10. VACANCIES AND PROMOTIONS**

**Section 1.** The notice will be posted on the website designated for job opening notices or sent to eligible employees for internal postings and shall state where interested employees are to make applications and the cut-off date for application submittals.

**Section 2.** The Employer will ensure that all applications are considered in the selection process. All unsuccessful certified applicants for a particular position shall be notified upon completion of the selection process.

ARTICLE 11.  
HOLIDAYS

**Section 1.** The following are legal holidays in the State of Montana:

New Year's Day .....	January 1st
Martin Luther King, Jr. Day .....	3rd Monday of January
President's Day .....	3rd Monday in February
Memorial Day .....	Last Monday in May
Independence Day .....	July 4th
Labor Day .....	1st Monday in September
Indigenous Peoples' Day and Columbus Day .....	2nd Monday in October
Veterans' Day .....	November 11th
Thanksgiving Day .....	4th Thursday in November
Christmas Day .....	December 25th
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.** Employees who are regularly scheduled to work Monday through Friday shall have off the Friday preceding a legal holiday falling on Saturday or the Monday following a legal holiday falling on a Sunday. For all other employees the legal holiday shall be those itemized under 11.1 above.

**Section 3.** Permanent part-time employees are entitled to pro-rated holiday benefits if they have regularly scheduled work assignments and normally work at least 40 hours each pay period.

ARTICLE 12.  
LEAVES

**Section 1.** Employees of the bargaining unit are entitled to sick leave benefits as set forth for all State employees in the Montana Code Annotated, and as pronounced by the Department of Administration in its Administrative Manual.

**Section 2.** 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 provided there is not annual leave available to the employee. Sick leave charges and credits will be charged to the nearest full hour.

**Section 3.** An employee will inform their supervisor when illness prevents them from reporting to duty.

**Section 4.** An employee's immediate supervisor may, at their discretion, require written substantiation from the employee of any sick leave charged against the employee's sick leave credits.

**Section 5.** Employees summoned to serve as jurors or witnesses shall be granted leave in accordance with § 2-18-619, MCA.

**Section 6.** Members of this bargaining unit will be granted maternity or paternity leave according to the provisions set forth in §§ 49-2-310 through 49-2-311, MCA.

**Section 7.** Employees shall be granted military leave as prescribed by § 10-1-604, MCA., and as per state policy.

**Section 8.** Leave-Without-Pay. A leave of absence without pay may be granted by the Employer upon written request of the employee. The request shall state the approximate length of time off the employee requires. Any accrual of annual leave and sick leave on record at the time of a leave of absence without pay may be retained by the employee up to those time limits prescribed by the state law, and state policy.

### **ARTICLE 13. LABOR MANAGEMENT COMMITTEE (LMC)**

**Section 1.** The purpose of this Committee will be to facilitate communications and cooperation between professional nurses and Management; to establish a forum for open discussion of mutual concerns; to identify problem areas between nurses and other personnel in the department; and to improve understanding of problems and needs of professionals and management. The Committee shall not take the place of the grievance procedure.

**Section 2.** Meetings of the Committee may be called by either management or employee members of the Association, who agree to meet at a date and time mutually agreeable. The meetings may be held within the Employer's offices. Employees who are members of the Committee will be compensated for their attendance if they are regularly scheduled to work during the time set for the meeting. Meetings will be limited to two hours in length and will be held at least quarterly.

**Section 3.** The Committee shall be advisory and consultative in nature and may make recommendations to administration.

**Section 4.** The LMC will schedule training for members as soon as possible but not longer than sixteen (16) months from induction to the Committee, unless mutually agreed upon by the LMC. A refresher will be scheduled at least every third term (five years) or upon request. The Employer shall make such training available during paid regularly scheduled shifts.

## **ARTICLE 14. STAFF DEVELOPMENT AND EDUCATION**

### **Section 1.** Continuing Education:

#### Eligibility Criteria

1. A nurse shall be entitled to a minimum of 24 hours' leave with pay each fiscal year, when funds are available, to attend courses, institutes, workshops, seminars, or other meetings of an educational nature of their choice provided the following criteria are met:
  - a. The nurse applies two weeks in advance specifying the educational program they wish to attend.
  - b. The nurse can justify the job-related benefits of the educational program.
  - c. Management must approve, in writing, to enable the nurse to attend.

### **Section 2.** Educational Leave:

1. All employees in the Department of Public Health and Human Services will be given equal consideration when applying for educational leave. However, the pertinence to each employee's profession and position within the Department of Public Health and Human Services will be a factor in consideration of the application.
2. If the Department of Public Health and Human Services requires the nurse to attend an educational seminar or meeting, the nurse shall return to at least their original classification.
3. If a nurse is denied educational leave, the reason shall be justified in writing. The nurse shall be allowed an interview with those members of management who denied the educational leave. If the nurse is not satisfied with management's response, the nurse may grieve the issue via the grievance procedure provided for in this Agreement.

**Section 3.** The Employer will reimburse nurses up to \$150.00 during any two-year period for state licensure and/or re-certification to maintain credentials.

## **ARTICLE 15. EVALUATION**

**Section 1.** An employee may request and receive a copy of their current job profile at any time.

**Section 2.** When performance evaluations are prepared by the employee's immediate supervisor and the next higher supervisor, a copy of the results of the combined evaluation shall be transmitted to the employee.

**Subsection 1.** The immediate supervisor shall discuss the evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. If the employee desires to submit a brief written statement in explanation or mitigation of any remark on the performance evaluation form, the employee must submit the response within 15 working days of receiving the evaluation and the statement shall be attached to the performance evaluation form in the personnel file.

**Subsection 2.** At any time, the employee shall have the right to examine the contents of their personnel file.

## **ARTICLE 16. VACATIONS**

**Section 1.** Employees of the bargaining unit are entitled to vacation leave benefits as set forth for all State employees in §§ 2-18-611, 2-18-612, 2-18-614 through 2-18-617, and 2-18-621, MCA.

**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 department, with regard to seniority and the best interest of the Employer.

## **ARTICLE 17. GRIEVANCE AND ARBITRATION**

**Section 1.** Having a desire to create and maintain harmonious labor relations between them, the parties agree that they will promptly attempt to 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 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. PUBLIC EMPLOYEES RETIREMENT SYSTEM**

**Section 1.** The existing program shall continue in full force and effect in accordance with Title 19, Chapter 3, MCA.

## **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 before its expiration date, of its intention to terminate, amend, or modify the Agreement. If the Association gives such notice, it agrees to notify the Chief of the State Office of Labor Relations in writing of such requested negotiations and at the same time to also notify the department.

**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.

**Section 3.** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, or not specifically referred to or covered in this



Agreement even though such subject or matters may, or may not, have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.

**Section 4.** The Association agrees to notify the State Office of Labor Relations, in writing, of the results of their ratification process regarding this Agreement.

**THIS AGREEMENT** is signed and dated this 8/7/2025.

**THE STATE OF MONTANA:**

Signed by:

*Karol Anne Davis*

382B3990F2BE4D...  
Karol Anne Davis, Chief Negotiator  
State Office of Labor Relations

Signed by:

*Charles T. Brereton*

61408679673F473...  
Charlie Brereton, Director  
DPHHS

**THE ASSOCIATION:**

DocuSigned by:

*Emily Peterson*

A12F84352D504E4...  
Emily Peterson, Labor Representative  
Montana Nurses Association

Signed by:

*Jessica Lopeman*

373EBC9623C24E1...  
Jessica Lopeman, Local #8 President  
Montana Nurses Association

## ADDENDUM A. PAY RATES

WORKING TITLE	JULY 1, 2025 HOURLY BASE PAY	JULY 1, 2026 HOURLY BASE PAY
Nurse Consultant 1	39.55	40.55

The Employer shall notify the Association if any non-supervisory nursing working title is changed.

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.

The Employer may consider pay adjustments in accordance with the State of Montana Broadband Pay Policy on a case-by-case basis.

All definitions under § 2-18-101, MCA, and the Broadband Pay Policy, apply to this Agreement

## ADDENDUM B. GROUP BENEFITS

**Section 1.** 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.

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

<b>Employee Monthly Contributions After Wellness Incentive</b>		
<b>Contribution Type</b>	<b>2026 Plan Year Contributions</b>	<b>2027 Plan Year Contributions</b>
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%.