

2025 – 2027

COLLECTIVE BARGAINING AGREEMENT

between

**THE STATE OF MONTANA
PUBLIC HEALTH & HUMAN SERVICES
MONTANA VETERAN'S HOME**

and the

**FEDERATION OF MONTANA VETERANS'
HOME EMPLOYEES, Local 4697, MFPE**

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1. RECOGNITION.....	3
ARTICLE 2. FEDERATION RIGHTS	4
ARTICLE 3. FEDERATION SECURITY	4
ARTICLE 4. MANAGEMENT RIGHTS.....	5
ARTICLE 5. MANAGEMENT SECURITY	6
ARTICLE 6. NON-DISCRIMINATION	6
ARTICLE 7. PAY AND HOURS	6
ARTICLE 8. OVERTIME AND COMPENSATORY TIME.....	9
ARTICLE 9. HOLIDAYS.....	10
ARTICLE 10. LEAVES.....	11
ARTICLE 11. GRIEVANCES AND ARBITRATION.....	13
ARTICLE 12. JOB SECURITY	16
ARTICLE 13. SENIORITY.....	16
ARTICLE 14. VACANCIES AND PROMOTIONS	17
ARTICLE 15. RATINGS AND WARNINGS.....	18
ARTICLE 16. PUBLIC EMPLOYEES' RETIREMENT SYSTEM	19
ARTICLE 17. NOTIFICATIONS	19
ARTICLE 18. OTHER	20
ARTICLE 19. SEVERABILITY	21
ARTICLE 20. ENTIRE AGREEMENT	22
ARTICLE 21. PAYROLL DEDUCTIONS.....	22
ARTICLE 22. TERM OF AGREEMENT	22
ARTICLE 23. NO STRIKE/NO LOCKOUT	23
PAY TABLE	24
ADDENDUM A. BROADBAND PAY PLAN PROVISIONS	25

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Local 4697, MFPE

PREAMBLE

THIS AGREEMENT is made and entered into this day of 12/19/2025, between the State of Montana, hereafter referred to as the "Employer," and the Federation of Montana Veterans' Home Employees, Local # 4697, MFPE, hereafter referred to as the "Federation."

It is the intent and purpose of this Agreement to ensure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the state of Montana, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute.

It is understood the Employer is engaged in furnishing an essential public service which vitally affects health, safety, comfort, and general well-being of the public. Both parties recognize the need for continuous and reliable service to the public.

ARTICLE 1.
RECOGNITION

Section 1. The Employer recognizes the Federation as the sole and exclusive representative of all employees within the bargaining units as defined and certified by the Board of Personnel Appeals.

Section 2. The bargaining unit represented by the Federation shall be defined specifically by classification titles as enumerated by Schedule A, with the exception of the employee currently in job code Q9JJ01, who is grandfathered and excluded from the bargaining unit while in these positions.

Section 3. It is understood the Employer's recognition of the Federation as exclusive representative for a bargaining unit shall be withdrawn if the Federation is decertified through the procedure established by the Board of Personnel Appeals.

ARTICLE 2. FEDERATION RIGHTS

Section 1. In the event the Federation designates a member employee to act in the capacity of official spokesperson for the Federation on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2. The union will provide a list of officers within 20 working days of the signing of this agreement and shall update the list upon change.

Section 3. The internal business of the Federation shall be conducted by the employees during their non-duty hours, provided that selected and designated Federation officers or appointees shall be allowed a reasonable amount of paid time to investigate and process grievances, including arbitration matters, but the Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule.

Section 4. The Federation staff will be allowed to visit members during work hours and confer on employment relations matters, provided such visitations shall be coordinated in advance with Management and shall not unduly disrupt work in progress.

Section 5. Management shall provide the Federation a bulletin board. No objectionable material will be posted. Management can require that objectionable material be removed after consultation with the Union. Material posted must meet a reasonable standard as determined through discussions in Union-Management meetings.

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

Section 7. The Union shall be afforded the opportunity to conduct union meetings in the Community Meeting Center providing said meeting does not conflict with the conduct of the Employer's business, and that advance approval is obtained from the Facility Administrator. Employees will not be given paid release time to attend internal union meetings, unless attendance is during a paid break.

ARTICLE 3. FEDERATION SECURITY

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Federation.

Section 2. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Union by such employee for dues. The Employer will remit such sums to the Union within 30 calendar days. Changes in the Union membership dues rate will be certified to

the Employer in writing over the signature of the authorized officer or officers of the Union and shall be done at least annually with 30 calendar days in advance of such change.

Section 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 4. The Federation will indemnify, defend, and hold the Employer harmless against any claim made and any suit instituted against the Employer, including attorneys' fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1. In compliance with § 39-31-303, MCA, and applicable Federal Regulations, the Union shall recognize the prerogatives of the agency to operate and manage their affairs in such areas as, but not limited to:

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
4. maintain the efficiency of government operations; determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
5. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
6. establish the methods and processes by which work is performed;
7. investigate and discipline violations involving resident abuse;
8. investigate, discipline and prosecute employees who misappropriate or misuse state or resident property.

Such rights are retained by the Employer unless such rights are specifically relinquished in this Agreement.

ARTICLE 5. MANAGEMENT SECURITY

Section 1. The Federation hereby accepts liability for any damage to or loss of state property that is the proximate cause of action taken by striking employees of the bargaining unit, provided liability under this Section shall be restricted to physical damage to real and personal property and shall not include any alleged loss of revenue or other incidental or punitive damage sought by the Employer.

ARTICLE 6. NON-DISCRIMINATION

Section 1. No member of the Federation shall be discharged or discriminated against for upholding Federation principles. The Employer and the Federation affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of the employee's skills and ability without regard to race, color, creed, national origin, age, or sex.

Section 2. In accordance with the provisions of the Governmental Code of Fair Practices, the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualifications, without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin.

ARTICLE 7. PAY AND HOURS

Section 1. Conditions relative to and governing wages and salaries are contained in Addendum A of this Agreement.

Section 2. Nothing in this Agreement precludes any employee from exercising the right to file a classification appeal with the Board of Personnel Appeals.

Section 3. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided for, by supplemental agreements, and by statute.

Section 4. For all positions covered by this Agreement except LPN's, a regular workday shall consist of eight and one-half hours of work including a duty-free, unpaid 30 minute meal break which shall be scheduled by Management. Fifteen-minute breaks will be provided for each four hours of service. The Employer will provide one free meal for each full shift worked. Mealtimes will be scheduled by the Employer in accordance with Section 4 of this Article.

Section 5. A regular workweek shall consist of 168 hours in a seven-day period as established by the Employer.

Section 6. When a work period is designated by Management is other than a regular work period as defined in Article 7, Section 7, Management shall schedule to provide for two consecutive days off.

Section 7. For all positions covered by this Agreement excluding LPN's, a regular work period shall consist of five consecutive workdays totaling 40 hours.

Section 8. Employees placed on a regular or designated work schedule shall not have their work schedule changed unless given 10 days' notice of the change, except in emergency situations. The 40-hour work period of an employee placed on a regular or designated work period need not coincide with the 168-hour workweek.

Section 9. When an employee is called out from leisure time to work with less than 45 minutes advance notice, the employee will be permitted to report up to 10 minutes after the regular shift start time and still be paid for the full shift.

Subsection 1. Full-time, non-maintenance employees who are called out for work and report outside their regular shift shall be paid at a rate of one and one-half times the regular rate of pay with a minimum of two hours pay. If called out on a holiday, as enumerated in Article 9, the rate will be two and one-half times the regular rate of pay.

Subsection 2. Full-time, maintenance employees who are called out for work and report outside the regular shift shall be paid at a rate of one and one-half times the regular rate of pay with a minimum of four hours pay. If called out on a holiday, as enumerated in Article 9, the rate will be two and one-half times the regular rate of pay.

Subsection 3. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the workday or immediately contiguous to an employee's regular shift, as provided for under the extended overtime provision in Article 8, Section 6. It is understood that an employee who works over their regularly scheduled hours shall be compensated at time and one half for those hours.

Subsection 4. LPN and CNA Shift Differential shall be paid as follows:

1. Evening Shift \$1.75/hr.
2. Night Shift \$3.00/hr.

Subsection 5. Critical shifts may be used to address issues of acute short staffing and callouts. In the event that facility and/or patient care needs cannot be met with normal staffing methods on a particular unit and shift, the Facility Administrator, or designee, has the discretion to offer a "critical shift" differential of \$1.50/hr to qualified employees agreeing to assist with work in the short-staffed discipline. The differential will be paid for actual hours worked in the short-staffed discipline. This differential only applies to individuals agreeing to work in a classification outside of their

permanently assigned classification. Employees must receive prior management approval to be eligible to receive the differential. Management will solicit volunteers from adequately staffed areas, and critical shifts will be awarded based on facility needs. Management will make every attempt to rotate critical shifts equitably, starting with the volunteer who has the most seniority.

Section 10. 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 11. In accordance with the statute regarding state employee pay, the bargaining unit must ratify a completely integrated collective bargaining agreement prior to receiving a negotiated increase in pay. Any retroactivity will be negotiable.

Section 12. The Pay Plan Rules as promulgated by the Department of Administration shall be in effect for all members of the bargaining units covered by this Agreement for the term of this Agreement.

Section 13. The Employer may schedule staggered working hours within the eight-hour workday by mutual agreement or if mutual agreement cannot be achieved, the Employer may assign such work to the least senior employee in the class.

Section 14. If an employee is selected and given written authorization by a Management designee to temporarily fill a vacancy in a higher graded job, they shall be paid at the higher grade with the exact rate of temporary pay to be set by the Pay Plan Rules.

Section 15. All maintenance workers will be paid according to the Blue Collar Pay Schedule Level B 02.

Section 16. Relief Workers. The Employer will hire and retain relief workers as dictated by staffing needs. Relief workers will be entitled to those benefits described in state law or policy. For questions concerning State law and policy contact State Veterans Home Human Resources.

Subsection 1. Relief workers will serve a probationary period of 1,040 hours.

Subsection 2. Relief employees may refuse to work a shift provided they provide some compelling reason, which precludes such work. In such an instance, disciplinary action will not be taken.

Subsection 3. When a full-time employee goes to a relief worker position, the employee will retain their seniority. Employees in this situation will not accrue seniority while in relief status but will be able to use their prior seniority to bid on vacant permanent positions.

Subsection 4. Management may remove relief employees from the list of available workers when refusal to work is found to be without compelling reason but only when said workers refuse work three times.

ARTICLE 8. OVERTIME AND COMPENSATORY TIME

Section 1. "Nonexempt" employee means an employee subject to the overtime provisions of the Federal Labor Standards Act and its regulations. "Nonexempt" employees shall be paid at a rate of one and one-half times their regular rate of pay for all authorized time they work over eight hours per day or 40 hours per week. The over eight hours per day overtime provisions of this Article shall not be in effect in those instances where employees are on a work schedule that anticipates an employee working 40 hours per week in other than five eight-hour days.

Section 2. Sick leave, annual leave, banked holiday, or compensatory time off shall not constitute time worked when computing overtime or compensatory time credits under this Article. Management may adjust an employee's work schedule in a workweek or require the employee to take time off, so the employee does not become eligible for the payment of overtime or accrual of compensatory time while using annual leave, compensatory time, banked holiday, and sick leave in a workweek.

Section 3. The Employer agrees that except under unusual circumstances, no supervisor or administrator will perform the duties of an employee covered by this Agreement who is ready, willing, and able to perform such duties and who would normally be entitled to overtime for such performance.

Section 4. Overtime or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

Section 5. Consenting employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour workweek.

Section 6. Extended Overtime. Extended overtime is scheduled overtime which is contiguous to (either preceding or following) an employee's regularly scheduled shift. When an employee's shift is extended by scheduling them in for overtime with 24 hours advance notice, resulting in a workday which exceeds their regularly scheduled shift, such time shall not be subject to the call-out provision of this Agreement.

ARTICLE 9. HOLIDAYS

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

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Indigenous Peoples' Day and Columbus Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
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.

For purposes of the Article a day means up to eight hours, consistent with the eight-hour holiday benefit.

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Section 3. Eligible part-time employees shall receive pay or accrual for the holiday on a pro-rata basis. To be eligible for holiday pay, an employee must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

Section 3. When a full-time or part-time employee is required by the Employer to work on a holiday listed above, they will be paid at the rate of two and one-half times their regular rate of pay or, at the employee's option, one and one-half times their regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and Employer. LPN's and others on alternate schedules may bank up to eight hours holiday time. Full-time employees shall be given the opportunity to select their option at the commencement of their employment and shall be bound by their choice for at least a one-year period unless otherwise agreed to by the Employer. Accumulated holidays shall not be carried into a succeeding fiscal year. If not used, accumulated holidays shall be paid in the last full pay period prior to each June 30th and shall not be carried forward to the next fiscal year.

Section 4. Any eligible full-time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or another day as scheduled by the employee and their supervisor. Eligible nonexempt part-time employees shall receive benefits granted in this Section on a pro rata basis.

ARTICLE 10. LEAVES

Section 1. Jury and Witness Duty. Employees summoned to serve as jurors or witnesses shall be granted leave in accordance with § 2-18-619, MCA.

Section 2. Sick Leave. Employees shall be granted sick leave in accordance with § 2-18-618, MCA, and according to the following:

1. Notification of absence because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to ensure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absence in excess of one shift without receipt of proper notification to the Employer from the employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the employee's control. In cases where employees are performing

functions that will require a replacement, said employees will, if possible, notify Management of their absence at least four hours in advance of the beginning of the employee's shift.

2. Sick leave used must not exceed the amount accrued by the employee. If an employee is ill and has exhausted their sick leave credits, they may use their accrued annual leave. If an employee has exhausted all accrued sick leave, the Employer may permit the employee to be placed on a leave without pay status.
3. In the event an employee on annual leave becomes ill, the employee shall be afforded the right to change their annual leave status to sick leave status and to use available sick leave credits upon furnishing Management acceptable medical certification, if required.
4. The Employer may require a doctor's certification to substantiate sick leave of more than three consecutive days, when an employee requests sick leave before or after a holiday, a weekend and two consecutive days off, a vacation after a requested day off has been denied, or when there is suspicion of sick leave abuse. Abuse of sick leave may be cause for termination.
 - a. In the event that Management requires an employee to obtain a doctor's certificate for a second medical opinion, the Employer shall bear the cost of the examination thus required.
5. In the event a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

Section 3. Annual Leave. It is understood and agreed that an employee within the bargaining unit may request to take at least two consecutive accrued workweeks of annual leave per year. It is also understood that employees may take annual leave, with prior Management approval, at their individual discretion as long as the execution of this right does not cause an undue burden on the Employer's operation.

Subsection 1. All leave requests must be submitted on the approved leave request form at least 20 days prior to the requested leave but no more than 365 days prior. Requests will be granted on a first come, first served basis based on the scheduling needs of the facility. Management will inform the employee if the leave is approved or disapproved within 10 days of the requested leave date. This provision applies to leave requests of a minimum of four days.

Section 4. Other Uses of Sick Leave. Accrued and available sick leave will be allowed for necessary attendance to the illness of an employee; the employee's immediate family until other attendance can be reasonably obtained; to attend a funeral in the immediate family; to receive medical, dental, or eye examinations; or for other disability-related emergencies. Employees shall provide notice of time off in advance whenever possible. An employee's failure to report for a scheduled shift without calling and

reporting their absence prior to the start of the shift will be cause for termination, except in cases of legitimate emergencies

Section 5. Leave Without Pay. A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from Management shall be based on the needs of the agency, the reason for the request, and the employee's work record.

Section 6. Maternity Leave. Maternity Leave will be provided in accordance with State Law.

Section 7. Military Leave. Military leave shall be granted in accordance with § 10-1-1006, MCA.

Section 8. Education Leave. Educational leaves are to be handled on a supplemental basis.

Section 9. Workers Compensation. The policies and procedures for administration of workers compensation will comply with departmental policy.

Section 10. Inclement Weather. In the event an obvious weather condition or a natural disaster precludes an employee from arriving at work, such employee shall, after giving proper notice to the appropriate Management official, be excused from work and will be given the choice of using accrued and available annual leave or leave without pay if all other leave is exhausted for the time missed. Appropriate leave request forms shall be completed as soon as possible upon the employee's return to work.

Section 11. Cancellation of Leaves. Employees who cancel an approved leave may be required to take the leave as requested and approved.

ARTICLE 11. GRIEVANCES 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. 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 resolution. No employee covered by this agreement shall be disciplined without just cause and due process.

Section 2. Grievance Procedure.

Step 1 – Immediate Supervisor

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 21 calendar days from the occurrence of the grievable event. The immediate supervisor or management designee shall have 21 calendar days from receipt of the grievance to respond in writing.

Step 2 – Management Official

If the grievance is not resolved at Step 1, the grievance may be submitted by the Union in writing within 21 calendar days from the immediate supervisor's or management designee's response to Step 1. The grievance should be submitted to Human Resources. The management official at the second step shall have 21 calendar days from receipt of the grievance to respond in writing.

Step 3 – Director

If the grievance is not resolved at Step 2, the Union may submit the grievance to the agency head 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 Union consider the decision of the agency head unsatisfactory, the Union 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 State Office of Labor Relations (OLR) will work with the Union and management to determine if there is a mutually acceptable resolution that can be found or if the matter should go to mediation. If OLR determines the parties cannot resolve informally or through mediation, the decision should proceed to final and binding arbitration. If there is a cost associated, the parties will share it 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 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 employee 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.
4. A complete statement of the grievance and facts upon which it is based.
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. The Federation reserves the right to file grievances based on violations of the union contract.
2. As recognized in § 2-18-1011, Title 2 of Montana Code Annotated establishes the exclusive remedy for an alleged violation of classification or compensation. In the event of a grievance based upon an alleged violation of this provision, the statutory procedures of filing a claim with the Board of Personnel Appeals shall be the exclusive remedy.

Section 4. Rules of Arbitration.

Subsection 1. Selection of Arbitrator. The parties shall request a list of seven arbitrators from the Board of Personnel Appeals 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 3. The parties agree either party may file pre-arbitration dispositive motions or request a bench decision from the arbitrator.

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 12. JOB SECURITY

Section 1. A probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not, in the judgment of the employee's supervisor, meet the required standard of performance.

Subsection 1. A probationary period for new hires and rehires shall be 12 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 at the Employer's discretion in accordance with the State of Montana Probation Requirements Policy.

Section 2. All employees shall be entitled to progressive discipline as defined in state policy.

Subsection 1. The Employer may discharge any employee with permanent status only for just cause. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such actions and at the employee's request shall notify the Federation. An employee with permanent status may appeal their dismissal, suspension, or other punitive disciplinary action through the grievance procedure. This in no way limits Management's prerogative to lay off employees in accordance with Article 13.

Subsection 2. An employee's failure to report for a scheduled shift without calling and reporting their absence prior to the start of the shift will be cause for termination, except in cases of legitimate emergencies.

ARTICLE 13. SENIORITY

Section 1. Seniority means the length of continuous service with the facility in a permanent position since the last date of hire. Employees in relief positions shall have their seniority prorated based on hours worked upon hire into a permanent position.

Section 2. Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds 60 working days or after a permanent transfer out of the bargaining unit. However, previously credited service will not be lost, and an employee who is recalled or transfers back into the bargaining unit will retain all prior seniority. Employees who are placed into an inactive status or on leave without pay for purposes of maternity or

paternity leave or for active military duty shall continue to accrue seniority in accordance with state and federal law. Seniority shall be revoked upon termination, retirement, or discharge for cause.

Section 3. Where qualifications and capabilities are equal, seniority shall prevail for promotions or selections to new or vacated positions.

Section 4. Employees within the bargaining unit shall have the opportunity to laterally transfer into a vacant position of like classification prior to Management posting under Article 14. Employees who express an interest in writing within three working days of a notice of availability being placed on the bulletin board shall be considered, and the lateral transfer shall be awarded based on ground seniority. Vacancies which directly occur from the resultant transfer(s) process must all be completed within seven working days, and thereafter Management shall post the remaining vacant positions.

Section 5. Seniority shall be the controlling factor for layoff within each class of positions at the Montana Veterans' Home.

Section 6. Recall from layoff shall be in reverse order of layoff. The Employer shall notify a laid off employee to return to work by sending a certified, return receipt letter to the employee's last-known address with a copy to the Federation and shall therein notify the employee that failure of the employee to notify the Employer of their intent to return to work within 10 calendar days of the mailing of said letter shall constitute a forfeiture of their right to return to work. Recall rights shall be limited to a period of one year following the date of layoff.

Section 7. No permanent employee shall be laid off while temporary or probationary employees in the same skill are retained.

ARTICLE 14. VACANCIES AND PROMOTIONS

Section 1. The following procedures will be followed in the posting and filling of vacant or newly created permanent positions. The purpose of this system is to inform employees of vacancies and newly created positions and to afford employees, who are interested and who feel they qualify, an equal opportunity to apply for the vacant or newly created position. It is understood that newly hired employees and employees on a leave of absence for any reason may not have the same period of notice as other employees concerning position vacancies.

Section 2. When a vacant or newly created permanent position is to be filled, the Employer shall prepare a Job Posting Notice and post it in the appropriate locations. The notice will be posted in a specific place designated for job opening notices and shall state, as part of the content, where interested employees are to make application, the cutoff date for application submittal, and the minimum qualifications.

Section 3. The Employer will ensure that all such applications are considered in the selection process. Members in the bargaining unit who are unsuccessful applicants shall be so notified upon completion of the selection process.

Section 4. All positions in the bargaining unit shall be posted in accordance with the provisions of this Article for at least seven calendar days. However, Article 13 will not apply to positions not included in the unit.

Section 5. The closing date for positions shall be posted. The person selected for the position shall be officially notified. If after selection, the appointment to the position is delayed in excess of 30 days, the Union may request explanation in writing from Management which will be provided within seven days.

Section 6. In order to maintain continued, uninterrupted service to the residents, once an employee accepts a position (promotion or lateral transfer, transfer to another department, etc.), the employee agrees to remain in the position that they transfer to for at least three months prior to bidding on another open position outside their position classification within MVH. Management may grant an exception if it does not create an undue hardship on facility operations.

ARTICLE 15. RATINGS AND WARNINGS

Section 1. The Employer will establish a performance evaluation system for the evaluation of employees covered by this Agreement. Supervisors shall receive training in the operation of the performance appraisal system before evaluating. Employees shall receive annual performance reviews in accordance with DPHHS policy and procedure.

Section 2. When performance appraisals are prepared by the employee's immediate supervisor and the next higher supervisor, the results of the combined evaluation shall be transmitted to the employee in the form of a copy of their performance appraisal. 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 appraisal form, the statement shall be attached to the performance appraisal form in the personnel file.

Section 3. If an employee disagrees with the performance appraisal evaluation and desires a review by a higher authority, the employee may request review by the designated reviewer.

Section 4. No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating they have been shown the material or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request. It is recognized that

material may also have to be held beyond the 18-month period established the event that an appropriate party demands with legal authority that such documents be preserved. However, such material shall not be used against the employee except as provided for in Article 15 of the Agreement.

Section 5. An employee desiring that a letter of discipline which they feel is incorrect and should be removed from their personnel file shall have the right to appeal it through the grievance procedure.

Section 6. Letters of caution, consultation, warning, admonishment, and reprimand shall be considered temporary contents of an employee's personnel file and shall be destroyed after 18 months of being placed in the file, by written request from the employee to their supervisor, unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or are applicable to pending legal or quasi-legal proceedings. However, in instances of discipline for patient abuse or neglect that has not resulted in termination but where the employee has been found guilty after having been accorded due process, the documentation relating to the discipline shall be retained in a separate file after the 18-month period and may be used as evidence in any future charge of patient abuse or neglect against the employee.

Subsection 1. The letters of discipline referenced in this Section may be retained by the Employer in files other than the employee personnel file only for the purpose of evidence in subsequent legal proceedings that the Employer may be a party to when such are filed within the applicable statute of limitations.

Section 7. Material placed in an employee's personnel file without conformity with the provisions of this Section will not be used by the Employer in any subsequent evaluation or disciplinary proceeding involving the employee.

ARTICLE 16. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Section 1. The existing programs shall continue in full force and effect in accordance with state statute.

ARTICLE 17. NOTIFICATIONS

Section 1. The Employer shall give permanent employees subject to layoffs a minimum of 10 calendar days' advance notice and shall deliver a copy of such notice to the Federation, which shall be allowed an opportunity to comment.

Section 2. The Employer shall ensure the Federation and each employee reasonable access to the most current policy manual of the Employer's rules, regulations, and policies on employment-related matters. The Federation shall be notified of any proposed changes or additions to personnel rules, regulations, and policies issued by

the Department of Administration and the individual departments, sufficiently in advance to allow discussion and comment by the Federation.

ARTICLE 18. OTHER

Section 1. Destruction of Clothing or Personal Property. The Employer will provide just compensation for destruction of approved clothing, prosthetic devices, or personal property when loss or damage is caused as a result of aggressive patient behavior, or a work-related accident that is not the result of employee negligence. 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. Reimbursement will not be provided for damaged items that are covered by insurance provided by the Employer or by another payor other than the employee.

Section 2. The Employer shall use actual odometer mileage within reason in computing travel reimbursements so long as actual odometer mileage reflects travel for state business and except where prohibited by state regulation or authorized federal authority.

Section 3. Continuing Education. Management agrees that continuing education is recognized as an essential concept for staff development. 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.

Subsection 1. Employees may request leave without pay or accrued paid leave to attend job-related workshops or other valid work-related seminars. When such job-related continuing education has been deemed appropriate and is pursued by the employee on their time off, the Employer may pay one or more of the costs such as registration fees, transportation, per diem or lodging in accordance with state law and policy and as limited by budget constraints.

Section 4. In- and Out-Service Training. The Employer shall post on bulletin boards, notice of any required in/out-service training. Required training which falls during the shift of an employee who is scheduled to work shall be provided on a released, paid-time basis for those employees who are required to attend. Should the Employer require off-duty employees to attend training, said employees shall be compensated. Management shall maintain attendance records of training sessions. The Employer shall make an effort to schedule training convenient to personnel on all shifts.

Subsection 1. Training shall not be subject to the call out provision of this Agreement and an employee may be called out to report for training during the off-duty leisure time at the regular rate of pay.

Section 5. Training New Employees. The Employer shall provide a program of orientation for new employees. Orientation training may be delegated to other qualified

workers within the service area. The Employer will allow a paid half-hour for union representatives to meet with new employees during orientation.

Section 6. Seniority Roster. Management will prepare and furnish the Federation with a copy of a seniority roster of the bargaining unit members 30 days after each January 1st. Said list shall be deemed accurate; however, an employee who feels their seniority date is in error may, by written request, ask for a review of the date shown. Unresolved disagreements may be submitted to the grievance procedure for resolution.

Section 7. Federation-Management Committee. A Federation-Management Committee shall be formed which shall address problems, which may arise, but shall not replace the grievance procedure. The purpose of the Committee is to address identified system problems and is not meant as a substitute for the facility chain of command or as a complaint forum. The Committee will consist of no more than three employees who are selected by the Federation and three Employer representatives. Committee members must include staff from nursing and support services. The Labor- Management Committee will address communication and morale issues and oversee any team training. The Committee will have an agenda and prepare minutes for distribution to all staff. Paid release time for LMC: Up to three employees shall be paid up to one hour of release time for participating in Labor Management Meetings if regularly scheduled to work during the time the LMC meeting is held.

Section 8. Neat and Clean. When reporting for work, employees shall be appropriately attired, groomed and attend to personal hygiene standards which will set an example in keeping with responsible resident patient care.

Section 9. Union Meetings. The Union shall be afforded the opportunity to conduct union meetings in the Community Meeting Center providing said meetings do not conflict with the conduct of the Employer's business and advance approval is obtained from the Facility Administrator. Up to three bargaining unit members will be allowed paid time to engage in collective bargaining with the Employer.

Section 10. Cameras. Cameras are not to be used for evaluation purposes. Audio or surveillance equipment is installed for safety and security purposes. Cameras are for the protection of residents and staff and are not to be used as a primary personnel evaluation tool.

ARTICLE 19. SEVERABILITY

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

ARTICLE 20. ENTIRE AGREEMENT

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

Therefore, for the duration of this Agreement, the Employer and the Federation 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 by this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under Article 1 or under applicable law on any succeeding agreement to take effect upon termination of this Agreement.

Section 2. The parties recognize the right, obligation, and duty of the Department of Administration and its duly designated officials to promulgate rules, regulations, directives, and orders that effect the members of the bargaining unit covered by this Agreement, that are not inconsistent with the terms of this Agreement or any supplemental agreement to this Agreement, and that are not inconsistent with the laws of the State of Montana and federal laws.

ARTICLE 21. PAYROLL DEDUCTIONS

Section 1. In addition to the monthly dues deductions authorized in Article 3 of this Agreement, bargaining unit members shall be allowed to authorize Management to deduct from their paychecks such amounts as they desire in order to participate in programs that have the prior approval of both Management and the Federation.

ARTICLE 22. TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2025 and shall remain in full force and effect through June 30, 2027. Negotiations on all matters will commence at least 90 days prior to the expiration date. The parties' agreement to submit all proposals on any matter to be addressed in negotiations in writing. The Employer will agree to reopen negotiations on applicable economic issues sufficiently in advance of Executive Budget submittal to ensure time for adequate negotiations to take place. The Federation shall have the right to engage in concerted activity after December 31, 2026 for matters pertaining to wages and economic benefits in the 2027-2029 biennium.


**ARTICLE 23.
NO STRIKE/NO LOCKOUT**

Section 1. During the term of this Agreement, neither the Federation nor its agents or representatives will cause, sanction, or take part in any strike or any other interference with the operation of the Employer's business, except as provided in Article 22.

Section 2. During the term of this Agreement, there shall be no lockouts by the Employer.


THIS AGREEMENT is signed and dated this 12/19/2025.

THE STATE OF MONTANA:

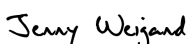
Signed by:

382B3999E2BE4DB...
Karol Anne Davis, Chief Negotiator
State Office of Labor Relations


Signed by:

61408679673F473...
Charles T. Brereton, Director
Public Health & Human Services

Signed by:

DD22563C0C274BA...
Joren Underdahl, Administrator
Montana Veterans Home

THE FEDERATION:

DocuSigned by:

D7FE7E88F749444...
Jenny Weigand, Field Representative
MFPE

Signed by:

42B3FB0BB1214E9...
Laurie Roberts, President
Local #4697 MFPE

PAY TABLE

JOB CODE	WORKING TITLE	MIN + 2025 STAT	MIN + 2026 STAT
Q9JJ01	Accounting Technician	\$23.89	\$24.89
K11032	Activities Aide	\$22.55	\$23.55
Q61022	Administrative Assistant 2	\$22.05	\$23.05
K11042	Certified Nurse Aide	\$25.13	\$26.41
K11042	Certified Nurse Aide Trainee	\$25.13	\$26.41
M21021	Cook	\$20.30	\$21.30
N21011	Custodian	\$19.55	\$20.55
M21021	Food Preparer	\$19.55	\$20.55
998905	Laborer	\$25.40	\$26.40
U61011	Laundry Worker	\$19.05	\$20.05
U61011	Laundry Worker Lead	\$19.80	\$20.80
J26012	Licensed Practical Nurse	\$32.50	\$36.20
J27011	Medical Records Technician 1	\$22.19	\$23.19
K11042	Nurse Aide Driver	\$22.55	\$23.55
Q35011	Payroll Technician	\$25.34	\$26.34
K11042	Rehabilitation CNA	\$25.13	\$26.41
O94011	Resident Aide	\$18.55	\$19.55
F12112	Volunteer Coordinator	\$23.05	\$24.05
Q61022	Ward Clerk 2	\$21.49	\$22.49

The Employer may bring employees into positions above the entry rate based on qualifications. Employees will be paid within the ranges above.

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.

Section 2. Longevity. All of the calculations are base rates and not inclusive of longevity.

Section 3. Hiring rates. Employees new to state government will typically be hired at the entry for the occupation. In determining a new employee's hiring rate above entry, the Supervisor, or designee, shall consider criteria such as: the employee's job-related qualifications and competencies; existing salary relationships within the job class, band and work unit; department affordability; and the competitive labor market.

Section 4. Training Assignments. The Supervisor or designee may establish written training assignments to enable an employee to gain the additional experience and training required for the job for a period of time not to exceed two years. At the completion of the training assignment, the employee's pay will be set no less than the entry rate of pay for the occupational pay band.

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

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

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

Section 8. Strategic pay: Pay awarded to attract and retain key employees with competencies critical or vital to achievement of the Department's mission or strategic goals. The Department may consider strategic pay on a case-by-case basis.

Section 9. Situational pay: Pay based on circumstances that occur that are not encountered in either the majority of jobs in state government or jobs used to make

market comparisons. It is intended to address difficulties in recruitment and retention. It may be considered when atypical requirements exist in a position, for example, unusual hours, extreme physical demands, or environmental hazards that are causing recruitment and retention problems. The Department may consider situational-based pay on a case-by-case basis.

Section 10. Contingent Commensurate pay: If in 2023 collective bargaining negotiations between DPHHS and Montana Nurses Association (MNA) agree to a base pay increase for Registered Nurses at the Montana Veterans' Home (MVH), the base pay for Licensed Practical Nurses (LPN) at MVN will be increased by the same percentage rate as the Registered Nurses.