

2025 – 2027

COLLECTIVE BARGAINING AGREEMENT

between the

**STATE OF MONTANA
PUBLIC HEALTH & HUMAN SERVICES
MONTANA CHEMICAL DEPENDENCY CENTER**

and the

**MONTANA NURSES ASSOCIATION
LOCAL UNIT #36, AFL-CIO**

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STATE OF MONTANA
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MONTANA CHEMICAL DEPENDENCY CENTER
and the
MONTANA NURSES ASSOCIATION, LOCAL UNIT #36, AFL-CIO

PREAMBLE

THIS AGREEMENT is made and entered into between the State of Montana Department of Public Health and Human Services, Montana Chemical Dependency Center, hereinafter referred to as the "Employer" or "Management" and the Montana Nurses Association Local Unit #36, AFL-CIO, hereinafter referred to as the "Union" or "Association". It is the intent and purpose of this Agreement to assure 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 efficient operation of the facility; and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment. 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, and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1.
RECOGNITION

Section 1. The Employer recognizes the Montana Nurses Association, Local Unit #36, AFL-CIO as the sole and exclusive bargaining agent for all employees within the bargaining unit at the Montana Chemical Dependency Center, defined and certified by the Montana State Board of Personnel Appeals.

ARTICLE 2.
UNION SECURITY

Section 1. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall abide by the terms of the authorization and deduct from the employee's pay the amount owed to the Association by such employee for dues.

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

Subsection 3. The Association agrees to make available to new hires a copy of the Agreement and such copies will be provided to the Employer and shall be given to new employees upon hire.

Subsection 4. 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. Seniority List. Within thirty (30) calendar days after January 1st, of each calendar year, the Employer shall prepare and furnish to the Association and local President or designee, two copies of a seniority list for all employees that shall include the following: numerical rank according to date of hire; the employee's name, present classification title, and seniority date.

Section 3. Formal letters of discipline placed in an employee's file will be removed after eighteen (18) months at the employee or Union's written request, if there are no further disciplinary actions. These documents shall be dated, state the reason of the action, corrective action desired, and a copy shall be given to the employee.

Section 4. The Union will indemnify, defend, and hold the Employer harmless against any claim made and against any suit brought against the Employer, on account of any check-off of Union dues, or representation fee or for any provision of the Union security article.

ARTICLE 3. EMPLOYEE JOB SECURITY

Section 1. All new employees shall be subject to a probationary period of 12 months or 2080 hours, whichever is greater, during which time the Employer will determine individual competency.

Section 2. After serving the probationary period no employee shall be disciplined without just cause.

Section 3. When an employee is called to an investigatory interview which the employee reasonably believes could result in discipline, the employee has the right to request a representative be present. Such rights shall not unduly delay the investigatory process.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1. In compliance with § 39-31-303, MCA, the Association shall recognize the prerogative of the agency to manage, direct, and control the business in all particulars, 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 non-productive;
4. maintain the efficiency of government operations;
5. determine the methods, means, job classification, and personnel by which the agency operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and
7. establish the methods and processes by which work is performed.
8. take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency, immediate jeopardy, a serious, unexpected and often dangerous situation requiring immediate action(s) necessary to remain in compliance with laws and regulations. An emergency shall be defined as unforeseen circumstances which cannot be anticipated through normal planning processes, or the resulting state that calls for immediate action (i.e., an unusual increase in patient load, an unusual and emergent situation, decrease in available staff, or a natural disaster).

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

ARTICLE 5. UNION ACTIVITIES

Section 1. Officials of MNA may have access to work areas of the facility where bargaining unit members are employed to conduct official Union business if permission is first obtained from the Facility Administrator or designee. They must not enter patient or other restricted areas and must not interrupt employees in the process of their duties. Such visits must be conducted during nurses' free time and rest periods.

Section 2. The internal business of the Union shall be conducted by the employees during their non-duty hours. However, a designated Union representative and/or the

grievant shall be allowed a reasonable amount of paid release time to pursue formal grievances.

Section 3. A bulletin board will be provided by the Union and erected in a place mutually agreed upon by the Employer and the Union. This bulletin board will provide a posting place for matters pertinent to Union business, new position vacancies at the Montana Chemical Dependency Center, state and nationwide opportunities, election notices and results, Union meeting dates and other Union business.

Section 4. The Employer will allow the Union to hold regular or special meetings in a room designated by Management provided sufficient notice is given by the Union, the room is not previously scheduled for use, and it does not interfere with the normal operation of the center.

Section 5. A Union official may inspect an employee's personnel file (other than medical) with written permission from the employee and only in the presence of a management designee in an area designated by the Employer.

Section 6. An employee may inspect their personnel file at any time in the presence of a management designee and in the area designated by the Employer. They may request a copy of any document therein. The Employer may assess a copy charge of ten cents per copy. Any disciplinary document placed into a personnel file shall first be discussed with the employee and the employee shall be provided a copy of the document prior to it being placed into the file.

**ARTICLE 6.
HOLIDAYS**

Section 1. For pay purposes the following holidays shall be recognized in compliance with § 1-1-216, MCA:

New Years Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day and Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth 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.

Section 2. Holiday Leave Requests. Holidays will be granted by seniority.

ARTICLE 7. JOB POSTING

Section 1. When a newly created position or a vacated position within the bargaining unit represented by Local #36, MNA becomes available, Management will post the details of the position or positions on the designated Union bulletin board. The Union shall be provided with a copy of the posting upon request.

Section 2. The employee will make application to the appropriate supervisor or facility HR Specialist for the posted position before the closing date listed on the job posting. In no case shall the position be posted for less than seven calendar days.

Section 3. The Employer may assign two (2) employees a total of not less than four (4) hours each, per biennium to participate in career fairs and related activities to assist in recruiting high quality nurses for potential employment.

ARTICLE 8. GRIEVANCE & ARBITRATION PROCEDURE

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

ARTICLE 9. WORKING CONDITIONS

Section 1. Work Periods.

Subsection 1. Workday: A workday normally consists of a minimum of eight (8) to a maximum of twelve (12) hours in any twenty-four (24) hour period. Alternate work schedules may be developed and implemented by the Union and the Employer. Should any existing schedule be determined to require modification, the applicable union shall be noticed and shall be involved formally in all aspects of decision making prior to the final implementation of a new work schedule. It is understood that if no agreement is reached after discussion with the Union, the Employer may implement necessary schedule changes. The Employer agrees that such changes shall be based on need and recognizes that employees have a right to expect continuity in shift and days off unless the Employer provides substantive basis for change.

Subsection 2. Workweek: Forty (40) hours shall constitute a workweek.

Subsection 3. Shifts: The shift for regular RN positions will not be on an alternating basis, except by agreement between the employee and the Employer. Positions designated as “flex” may alternate between shifts.

Subsection 4. The Employer may make temporary changes for emergent situations in bargaining unit employees’ hours of work and days off to meet staffing requirements. The Employer will give as much advance notice as possible regarding temporary schedule changes; however, it is understood that advance notice may not be possible in emergency situations. Management reserves the right to modify any existing or proposed work schedule which has been determined by either labor or management to jeopardize patient care or shall negatively impact the ability of management to facilitate required programming or care. All staff who are directly impacted by a work schedule change shall be noticed a minimum of thirty (30) days prior to the formal implementation date.

Section 2. Meals and Meal Period. An uninterrupted thirty (30) minute lunch break will be scheduled for each employee. In the event an employee is not effectively released from work for the entire thirty (30) minute lunch period, the employee shall be compensated for the entire thirty (30) minutes. Employees who elect to take their lunch at the facility may receive a free meal but will not be compensated unless they are on scheduled work time.

Section 3. Breaks. Each employee will have a fifteen (15) minute break the first half of the workday, and a fifteen (15) minute break the second half of the workday.

Section 4. Scheduling. In determining temporary schedule changes, management will evaluate on a case-by-case basis with consideration to the needs of the facility, seniority, and employee’s interests and availability. Temporary schedule changes are

not to exceed fifteen (15) days. If the Employer anticipates that a temporary schedule change will exceed fifteen (15) days, the Employer and the Union will meet to discuss terms of schedule change.

Section 5. Mandatory Meetings. The Employer may require the employee to attend certain meetings. Should attendance be required, the Employer will provide a minimum of fourteen (14) days advance notice. Employees will be paid for actual time in attendance.

Subsection 1. The Employer agrees to schedule staff meetings during regular working hours whenever possible. Employees who choose to attend will be paid for actual time in attendance. Meetings minutes will be posted electronically. Employees who choose not to attend will be responsible for reading staff meeting minutes and following directions, etc., contained therein.

Section 6. Pay. Pay will be in accordance with Addendum A of this Agreement.

Section 7. Overtime. It is hereby agreed and understood that the members of this bargaining unit are professionals in their field of nursing. Election for pay or compensatory time for hours of overtime may be made upon hire and once per year thereafter.

Section 8. Holdover Time. By definition any nurse that works past the conclusion of their regularly scheduled shift up to but not to exceed a maximum of two (2) hours is considered to have been held over. Any opportunity for holdover work shall be offered to volunteers first. Should a staff nurse volunteer to cover the vacancy the shift will be awarded in order of seniority with longest tenure being given top preference. In the event no nurse volunteers to accept the work it will be mandatorily assigned to the nurse or nurses on-duty in order of seniority with the shortest tenure used to select the nurse who will perform the work. All future mandatory selections using seniority shall be made using the system which progressively rotates candidates using seniority from the least to greatest in tenure. Each nurse will be required to accept the mandatory tenure using the rotation system. On-duty staff nurses will not be mandated for another holdover work assignment until all on-duty staff nurses have participated in the rotation. The Employer will make every effort to provide alternative staffing prior to making the decision to use a holdover assignment.

Section 9. Shift Extend. In the event of an unfilled shift as the result of a call-off, the Employer will offer the shift to members of per diem nursing pool first. If no per diem nurse accepts the shift the Employer will offer the shift to all staff RNs and should a staff RN volunteer to cover the vacancy, the shift will be awarded in order of seniority with longest tenure being given top preference.

Subsection 1. If the shift is not filled, the on-duty RN shall be required to extend their shift up to the first six (6) hours of the vacant shift. The RN scheduled for the shift following the vacant shift may be expected to extend their shift up to six (6) hours prior to the beginning of said shift, and this shall not be the same nurse,

unless there is mutual agreement between the nurse and management. The oncoming RN that is shift extending shall have a minimum of eight (8) hours of notice.

Subsection 2. Shift extend shall consist of a minimum of two (2) hours, up to a maximum of six (6) hours past the scheduled conclusion/beginning of an employee's regular shift. Other than during a formal declared emergency situation, no nurse shall work more than one, eighteen (18) hours extended shift in any consecutive forty-eight (48) hours period, unless there is mutual agreement between the nurse and management. Any circumstance requiring a nurse to remain on duty for less than two (2) hours after the conclusion of their scheduled shift shall not be considered a "shift extend".

Section 10. Night Shift Differential. All nurses working 7:00 pm to 7:00 am shall be paid, in addition to their hourly wage, an additional three dollars (\$3.00) per hour for all hours worked.

Section 11. Weekend Differential. Employee hours worked on the weekend, which is defined as hours from 7:00 pm on Friday through 7:00 am on Monday, shall be paid a wage differential of two dollars (\$2.00) per hour in addition to the hourly wage rate and in addition to any other applicable differentials.

Section 12. For the purposes of calculating overtime, only time worked over 40 hours in a week can create overtime pay or compensatory time at one and one-half regular pay. Paid leave times (annual, sick, banked holiday, floating holiday, or compensatory) do not count as time worked. An employee must reduce paid leave time on their timesheet before overtime or compensatory time may be recorded.

ARTICLE 10. PROFESSIONAL DEVELOPMENT

Section 1. Management agrees that continuing education is recognized as a viable concept for staff development. When employees are required by Management to attend workshops, training sessions, or conferences they will be paid salary, transportation, per diem, and lodging according to State law and policy. The Employer will continue to compensate each RN for licensure fees.

Section 2. Upon prior approval by Employer and successful completion, the Employer will reimburse RNs the testing and renewal fees set by the American Nurses Credentialing Center (ANCC) or the appropriate certifying body, for certification in one of the following: psychiatric, mental health nursing, medical surgical, and other certifications as deemed appropriate by Management.

ARTICLE 11. LEAVES

Section 1. Jury and witness duty. Employees summoned to serve as jurors or witnesses shall be granted leave in accordance with statute. Employees answering subpoenas for a civil or criminal cause in connection with their official duties will be compensated as provided for in statute.

Section 2. Sick leave. Employees shall be granted sick leave as follows:

Subsection 1. Notice 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. If the employee fails to give such notification, the absence may be charged to leave without pay and may be subject to disciplinary action. Absence in excess of one (1) shift without notice to the Employer from the employee shall constitute just cause for immediate discharge, unless failure to give such notification was due to circumstances beyond the control of the employee.

Subsection 2. Sick leave exhaustion. Sick leave used must not exceed the amount accrued by the employee. If an employee is ill and has exhausted all sick leave credits, other accrued leave may be used.

Subsection 3. Employees who become ill on vacation. In the event an employee on annual leave becomes ill, the employee shall be afforded the right to change annual leave to sick leave and to use available sick leave credits upon furnishing the Employer acceptable medical certification.

Subsection 4. Doctor's certification. The Employer may require a doctor's certification to substantiate sick leave usage if the employee is absent over three consecutive days or there is an indication of sick leave abuse.

Subsection 5. Holidays during sick leave. In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

Subsection 6. Sick leave payout. An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay (or a like amount deposited in an authorized VEBA account) attributed to the accumulated sick leave; however, abuse of sick leave may be cause for dismissal and forfeiture of the lump-sum payments provided for in this Section.

Section 3. Annual leave. Employees shall earn leave credits in accordance with § 2-18-612, MCA.

Subsection 1. Annual leave of five days or more must be requested three months in advance and will be approved or denied no later than one month prior to the leave. Preference shall be given to the first request. Should simultaneous requests occur, seniority shall prevail. If equal seniority, a coin flip will determine.

Subsection 2. Annual leave of less than five days will be granted on a case-by-case basis.

Section 4. Emergency leave. In accordance with sick leave policy, accrued and available sick leave will be allowed for necessary attendance to the illness of the Employee's immediate family until other attendance can be reasonably attained, to attend a funeral in the immediate family, to received medical, dental or eye examination, or for other disability related emergencies. Absence in excess of one shift without notice 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 control of the employee.

Section 5. Military Leave. Military leave shall be granted in accordance with statute.

Section 6. Business Leave. The President and Vice-President of the Local Union may be granted annual leave, accrued compensatory leave time, or if accrued time is not available, leave without pay, to attend the annual convention of the MNA, AFL-CIO.

ARTICLE 12. SENIORITY

Section 1. The Employer shall award newly created or vacated positions within the bargaining unit represented by Local #36, MNA, AFL-CIO on the basis of qualifications, capabilities, experience, and seniority.

Section 2. Seniority means length of continuous service in the bargaining unit since the last date of hire. If seniority dates are the same, then seniority shall be determined each time the need arises to break a tie through a drawing of names in which the first name drawn temporarily gains seniority.

Subsection 1. No permanent employee shall be separated while there are temporary employees serving in the same occupational job title.

Subsection 2. An employee who is scheduled to be laid off shall have the right to return to a formerly held classification as a Registered Nurse providing seniority accrued is greater than any employee presently assigned therein.

Subsection 3. An employee's seniority date will not be changed because of disciplinary suspensions.

Section 3. Layoffs and Re-employment.

Subsection 1. Layoffs will be in order of seniority. The employee with the least seniority will be the first released. Rehire will be in the reverse order (i.e., the employee with the most seniority will be the first rehired). Ten (10) days' notice will be given in the event of a layoff via certified mail.

Subsection 2. In the case of rehire an employee who has been notified to return to work but fails to notify the Employer of their intent to continue employment within seven calendar days will be considered to be terminated.

Section 4. To be absent from the job due to a leave of absence without pay exceeding fifteen (15) calendar days will be considered lost time for purposes of seniority; however, previous service within a covered position in the bargaining unit shall count toward seniority. The Union will be responsible for informing the Employer of a change in an employee's seniority date in following this provision.

Section 5. A seniority roster shall be maintained by the Employer. A copy shall be provided to the Union upon written request. A seniority roster shall be provided once annually by Management and more often by mutual agreement.

Section 6. Seniority shall be forfeited by discharge for cause or voluntary termination.

ARTICLE 13. LABOR MANAGEMENT COMMITTEE

Section 1. The parties agree to form a joint Labor Management Relations Committee. The Committee shall be constituted as follows:

1. Two members from the Union designated in writing.
2. Two members designated by the Employer.

Section 2. The purpose of the Committee shall be to address any problems of mutual concern arising from the administration of this Agreement or any other concerns with respect to the operation of the Montana Chemical Dependency Center. It is understood that this Committee shall not be used to replace the grievance procedure.

Section 3. The Committee shall meet quarterly or by mutual consent. At least one (1) week prior to any meeting the parties agree to submit an agenda in writing. Meetings may be cancelled by mutual consent.

ARTICLE 14. NO STRIKE NO LOCKOUT

Section 1. During the term of this Agreement, neither the Union nor its agents or representatives will cause, sanction or take part in any strike, sympathy strike, or any other interference with the operation of the Employer's business, except as provided in Article 16 and in accordance with § 39-32-110, MCA.

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

ARTICLE 15. SEVERABILITY

Section 1. In the event that any provision of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable shall remain in full force and effect. Either party may initiate negotiations on the provision declared invalid.

ARTICLE 16. TERM OF AGREEMENT

Section 1. This Agreement is effective as of the 1st day of July 2025 and shall remain in full force and effect through the 30th day of June, 2027.

Section 2. Should either party seek to modify this Agreement, it shall give written notice of such intention not less than ninety (90) days prior to the expiration date of this Agreement. With mutual agreement, negotiations may commence at any time thereafter.

Section 3. The Union shall have the right to engage in concerted activities after December 31, 2026, for matters pertaining to wages and economic benefits in the 2027-2029 biennium in accordance with Article 14.

ARTICLE 17. 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 that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, the Employer and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement.

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

THE STATE OF MONTANA:

Signed by:

Karol Anne Davis

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Karol Anne Davis, Chief Negotiator
State Office of Labor Relations

Signed by:

Charles T. Brereton

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Charlie Brereton, Director
DPHHS

Signed by:

Joseph Zigmund

969F8BF503E444F...

Joeseeph Zigmund, Administrator
Montana Chemical Dependency Center

THE ASSOCIATION:

DocuSigned by:

Emily Peterson

A12F84152D504E4...

Emily Peterson, Labor Representative
Montana Nurses Association

Signed by:

Jim Gallagher

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James Gallagher, Representative
Montana Nurses Association Local #36

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. State of Montana Benefit Plan Contribution. The monthly Employer contribution for group benefits will increase to \$1080 for the 2026 plan year and \$1107 for the 2027 plan year.

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

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

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

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

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

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

Section 3. Longevity. All of the calculations are base rates and not inclusive of longevity. Longevity allowances will be paid in accordance with § 2-18-304, MCA.

Section 4. 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 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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.

**ADDENDUM B.
PAY RATES**

TITLE	PER	July 1, 2025	July 1, 2026
Registered Nurse	Hour	\$49.19	\$53.01