

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**STATE OF MONTANA, DEPARTMENT OF PUBLIC  
HEALTH AND HUMAN SERVICES**

**AND**

**MONTANA NURSES ASSOCIATION, MNA LOCAL #8  
Public Health Nurses at DPHHS**

**July 1, 2017- June 30, 2019**



## TABLE OF CONTENTS

ARTICLE 1 <u>PURPOSE</u> .....	1
ARTICLE 2 <u>RECOGNITION &amp; DUES CHECK-OFF</u> .....	1
ARTICLE 3 <u>MANAGEMENT RIGHTS</u> .....	2
ARTICLE 4 <u>PROFESSIONAL RIGHTS</u> .....	3
ARTICLE 5 <u>MANAGEMENT SECURITY</u> .....	4
ARTICLE 6 <u>EQUALITY OF EMPLOYMENT OPPORTUNITY</u> .....	4
ARTICLE 7 <u>CONDITIONS OF EMPLOYMENT</u> .....	5
ARTICLE 8 <u>HOURS OF WORK AND COMPENSATION</u> .....	5
ARTICLE 9 <u>SENIORITY</u> .....	7
ARTICLE 10 <u>VACANCIES AND PROMOTIONS</u> .....	8
ARTICLE 11 <u>HOLIDAYS</u> .....	8
ARTICLE 12 <u>LEAVES</u> .....	9
ARTICLE 13 <u>PROFESSIONAL CONFERENCE COMMITTEE</u> .....	9
ARTICLE 14 <u>STAFF DEVELOPMENT AND EDUCATION</u> .....	10
ARTICLE 15 <u>EVALUATION</u> .....	11
ARTICLE 16 <u>VACATIONS</u> .....	11
ARTICLE 17 <u>TERMINATION OF EMPLOYEE</u> .....	12
ARTICLE 18 <u>GRIEVANCE AND ARBITRATION</u> .....	12
ARTICLE 19 <u>SAVINGS CLAUSE</u> .....	13
ARTICLE 20 <u>PUBLIC EMPLOYEES RETIREMENT SYSTEM</u> .....	14
ARTICLE 21 <u>TERM</u> .....	14
Pay Schedule A , Addendum A - Broadband Pay Plan Provisions .....	16



**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
STATE OF MONTANA, DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
AND  
MONTANA NURSES ASSOCIATION, MNA LOCAL #8 Public Health Nurses at DPHHS**

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

**ARTICLE 1  
PURPOSE**

- 1.1 The purpose of this Agreement is to establish the hours of employment, wages, and other conditions of employment of registered nurses at the Department of Public Health and Human Services, Public Health and Safety Division, and to adopt measures for the settlement of disputes should they arise, and to create and maintain an amicable relationship between the Employer and members of the Association.
- 1.2 It is further agreed that conditions contained herein related to registered nurses will apply to all of the employees of the bargaining unit except those excluded by mutual agreement by the parties, or by law. No employee will be hired or retained under less than the wages and conditions set forth in this Agreement.

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

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

The Employer will deduct from an employee's paycheck the amount of Association dues upon the written and signed authorization of the employee. Any present or future employee who is not an Association member and who does not make application for membership (to include national, state and local) shall, within 30 days of active employment, as a condition of continued employment, pay to the Association, a representation fee toward the administration of the Agreement. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after written notice to the Employer from the Association. The Association will inform the Employer of the amount to be deducted and the address to which such dues are to be forwarded by the Employer. The Association will indemnify, defend, and hold harmless the Employer against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any check-off of Association dues. The Employer will inform any new unit employee of the opportunity to have Association dues deducted from the paycheck of the employee.

- 2.2 The Association shall provide local management with sufficient copies of the Association's membership payroll deduction forms so that each employee who is hired is provided with this form at date of hire. The Association agrees to make available to new hires a copy of the Agreement and such copies will be provided to the Employer and shall be given to new employees upon hire.

### **ARTICLE 3**

### **MANAGEMENT RIGHTS**

- 3.1 Employer retains all rights to manage, direct, and control its business in all particulars except as such rights are expressly and specifically modified or waived by the terms of this Agreement. The Association and its members recognize the prerogatives of the Employer to operate and manage its affairs to such areas as, but not limited to:
- a. directing employees;
  - b. hiring, promoting, transferring, assigning, and retaining employee, lay-off, suspension, termination, or other employment action;
  - c. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient, or non-productive;
  - d. maintaining the efficiency of government operations;
  - e. determining the methods, means, and personnel by which the Employer's operations are to be conducted;
  - f. taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency;
  - g. establishing the methods and processes by which work is performed;

- h. assign work to employees in accordance with the requirements of the department as determined by management;
- i. make and enforce reasonable rules for the maintenance of discipline.

**ARTICLE 4**  
**PROFESSIONAL RIGHTS**

- 4.1 The Employer agrees that all matters relating to the practice of nursing at the Public Health and Human Services Department will be in accordance with the Montana Nurse Practice Act.
- 4.2 The Association, on behalf of its members, agrees to cooperate with the Employer to attain and maintain full efficiency. The Employer recognizes that the nurses are professionals and have professional interests and concerns. Nursing and nursing practice shall not be supervised exclusively by non-nursing supervisors and/or administrators. If requested by an employee, Employer will consult with a professional nurse within the department regarding the evaluation of nursing practices and nursing ethics.
- 4.3 The authorized representatives of the Montana Nurses Association shall have access to the premises of the Employer in order to investigate or conduct Association business so long as the work of the employees does not become interrupted. In addition, the Association representative will gain prior approval from the designated management official.

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

- 4.4 The Employer, within 30 days of the signing of this Agreement and quarterly, shall present the Association with a list of the names, mailing addresses, date of hire, job title and current rate of pay of employees covered by the terms of this Agreement. The Employer will provide the Association with a list of newly hired and terminated nurses each month.
- 4.5 The internal business of the local unit shall be conducted by the employees during their non-duty hours. Selected and local unit officers or appointees shall be allowed a reasonable amount of paid time to investigate and pursue formal grievances.

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

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

- 4.7 Whenever members of the local unit are scheduled by the Employer to participate during working hours in negotiations with respect to this Collective Bargaining Agreement, two members of the local unit shall be granted up to eight hours per biennium paid release time.
- 4.8 Employees shall have the right to union representation at any investigatory meeting that the employee reasonably believes could lead to discipline.
- 4.9 Clinical issues within programs with a nurse consultant position that involves patient care or the development of programs pertaining to patient care shall involve consultation by nursing staff. This includes but is not limited to, policy, Requests for Proposal (RFPs), care, and procedures, so long as said consultation is within nursing job description.

## **ARTICLE 5**

### **MANAGEMENT SECURITY**

- 5.1 It is agreed that the Employer and its employees are engaged in furnishing an essential public service which vitally affects the Public Health and Human Services safety, comfort and general well being of the public, and both parties hereto recognize the need for continuous and reliable service to the public. Neither the Association nor any of its officers, agents, or any employees covered by this Agreement will instigate, promote, sponsor, or engage in any strike, picketing, boycotting, work stoppages, sit downs, or slow down strikes, or a concerted refusal to render services, or to work, or any other curtailment or restriction of work at any time during the term of this Agreement.

## **ARTICLE 6**

### **EQUALITY OF EMPLOYMENT OPPORTUNITY**

- 6.1 The Employer agrees that it will not discriminate against any nurse applicant or any nurse employee, either in hiring, promoting, or assigning to positions, or in regard to any other item or condition of employment, because of race, color, ancestry, religious or political belief, sex, age, marital status, or activity on behalf of the Association. All items contained within this Article are not subject to the provisions of Article 18 of this Agreement.
- 6.2 All employees are expected to follow Department Policy including Employee Conduct Policy, the Non-Discrimination Policy, and the Harassment Policy. No employee will be



threatened, demoted, or retaliated against in any way for exercising their right to file complaints or raise issues using these policies.

**ARTICLE 7**  
**CONDITIONS OF EMPLOYMENT**

- 7.1 A probationary period for all new employees and consultants for the purpose of evaluation shall be 1040 hours, but may be extended for a maximum of additional 1040 hours.. Management must notify the employee in writing on or before the end of the established probationary period the reason why the probationary period has been extended and the time period of the new extension. Thereafter, the employees shall be classified as "permanent employees." The probationary period shall apply to all newly hired nurses even though they may have previously worked in another state department, or for a county or city.
- 7.2 A probationary employee is not allowed to grieve under the grievance procedure set forth in this contract.

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

- 8.1 Hours of work will be within a 40-hour workweek. Hours of work will normally be Monday through Friday, 8:00 a.m. to 5:00 p.m. or flexible hours within an eight-hour day, except in the case of emergency or unusual circumstances in which case such schedule may be changed by the Employer. The Employer and the employee may mutually agree to a regular work schedule other than eight-hour workdays.
- 8.2 It is agreed that all employees subject to this Agreement will be classified and paid in accordance with the Statewide Broadband Pay Plan Policy.
- 8.3 a. Employees will be granted time and one-half compensatory time or time and one-half pay for any hours over 40 in one week. In June of each year, employees will be required to designate whether they want to receive cash or time payment for hours over 40 in a week. Compensatory time off may be allowed only at a time mutually agreeable to the Employer and the employee. The final authority to allow compensatory time to be earned or taken rests with the Employer.
- b. Compensatory time may be earned and accumulated up to a maximum of 120 hours at the end of any pay period.
- c. Compensatory time earned and taken shall be recorded in increments of not less than 30 minutes.
- d. Upon termination from the State, unused compensatory time will be paid in the employee's final paycheck.

- e. Compensatory time earned is the time worked by an exempt employee beyond the work week as defined in Section 8 of this Agreement.
- f. Compensatory time off is defined as an authorized absence granted to an exempt employee for previously earned compensatory time.
- g. Travel time includes only those hours necessarily incurred in transporting an employee from one location to another and does not include those hours in which an employee is lodged. In determining time required to complete travel, true hours shall be considered ignoring geographical time zones.
- h. If a travel schedule is established, other than management's preferred travel plan, primarily for the employee's convenience, then such travel time shall not count as work time beyond those total hours provided for in the management preferred plan.
- i. If travel time is scheduled for other than the employee's normal work shift in the course of work assignments, then such travel time shall count as work time.
- j. Whenever a travel assignment is not completed through use of public conveyances, the time required to consume meals for which State reimbursement is provided must not be considered in determining work time. Generally speaking, the deduction for meal time shall be one hour.
- k. All attempts will be made to ensure no employee that completes the Employer's process related to requesting a travel advance, shall be required to incur out-of-pocket expenses for registration fees, lodging and commercial transportation. Meal stipends, in accordance with State policy, may be paid by travel advance as well as other costs where the Employer is unable to make direct payment arrangements with the vendor.

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

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

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

## **ARTICLE 9** **SENIORITY**

9.1 Seniority means an employee's length of continuous service with the Employer, since the last date of hire and shall be computed from the date the employee began regular uninterrupted service with the department.

Seniority shall be considered unbroken for:

- a. Lay off;
  - b. L.W.O.P. per Article 12. 1f not in excess of 60 days;
  - c. illness or educational leave; and
  - d. military service as defined by State law and Department of Administration rules.
- Experience, qualifications, capabilities, and seniority shall be the controlling factors for promotions, and the filling of new or vacated positions covered by this contract.

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

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

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

## **ARTICLE 10**

### **VACANCIES AND PROMOTIONS**

10.1 When a vacancy or newly created position occurs, the Employer shall prepare a job opening notice and send it to each bureau to be posted. The notice will be posted in a

specific place designated for job opening notices and shall state where interested employees are to make applications and the cut-off date for application submittals.

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

**ARTICLE 11**  
**HOLIDAYS**

- 11.1 The following are legal holidays in the State of Montana:

New Year's Day .....	January 1st
Martin Luther King, Jr. Day.....	3rd Monday of January
President's Day .....	3rd Monday in February
Memorial Day .....	Last Monday in May
Independence Day .....	July 4th
Labor Day .....	1st Monday in September
Columbus Day .....	2nd Monday in October
Veterans' Day .....	November 11th
Thanksgiving Day .....	4th Thursday in November
Christmas Day .....	December 25th
State General Election Day .....	In Even Numbered Years

- 11.2 Employees who are regularly scheduled to work Monday through Friday shall have off the Friday preceding a legal holiday falling on Saturday or the Monday following a legal holiday falling on a Sunday.

For all other employees the legal holiday shall be those itemized under 11.1 above.

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

**ARTICLE 12**  
**LEAVES**

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

- a. Sick leave taken in excess of earned sick leave can be charged to earned and available annual leave at the employee's option. Sick leave taken in excess of earned sick leave can be charged to leave-without-pay with the Employer's approval provided there is not annual leave available to the employee. Sick leave charges and credits will be charged to the nearest full hour.
- b. An employee will inform his/her supervisor when illness prevents him/her from reporting to duty.
- c. An employee's immediate supervisor may, at their discretion, require written substantiation from the employee of any sick leave charged against the employee's sick leave credits.
- d. Employees summoned to serve as jurors or witnesses shall be granted leave in accordance with Section 2-18-619, M.C.A.
- e. Members of this bargaining unit will be granted maternity or paternity leave according to the provisions set forth in Sections 49-2-310 through 49-2-311, M.C.A. Employees shall be granted military leave as prescribed by Section 10-1-604, M.C.A., and as per state policy.
- f. Leave-Without-Pay. A leave of absence without pay may be granted by the Employer upon written request of the employee. The request shall state the approximate length of time off the employee requires. Any accrual of annual leave and sick leave on record at the time of a leave of absence without pay may be retained by the employee up to those time limits prescribed by the state law, and state policy.

**ARTICLE 13**  
**PROFESSIONAL CONFERENCE COMMITTEE**

- 13.1 The purpose of this Committee will be to facilitate communications and cooperation between professional nurses and Management; to establish a forum for open discussion of mutual concerns; to identify problem areas between nurses and other personnel in the department; and to improve understanding of problems and needs of professionals and management. The Committee shall not take the place of the grievance procedure.
- 13.2 Meetings of the Committee may be called by either management or employee members of the Association, who agree to meet at a date and time mutually agreeable. The meetings may be held within the Employer's offices. Employees who are members of the Committee will be compensated for their attendance if they are regularly scheduled to work during the time set for the meeting. Meetings will be limited to two hours in length and will be held at least quarterly.

- 13.3 The Committee shall be advisory and consultative in nature and may make recommendations to administration.
- 13.4 The PCC/LMC will schedule training for members as soon as possible but not longer than sixteen (16) months from induction to the Committee, unless mutually agreed upon by the PCC/LMC. A refresher will be scheduled at least every third term (five years) or upon request. The employer shall make such training available during paid regularly scheduled shifts.

## **ARTICLE 14**

### **STAFF DEVELOPMENT AND EDUCATION**

#### 14.1 Continuing Education:

##### Eligibility Criteria

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

#### 14.2 Educational Leave:

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

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

## **ARTICLE 15** **EVALUATION**

- 15.1 An employee may request and receive a copy of his/her current job profile at any time.
- 15.2 When performance evaluations are prepared by the employee's immediate supervisor and the next higher supervisor, a copy of the results of the combined evaluation shall be transmitted to the employee.
- a. The immediate supervisor shall discuss the evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. If the employee desires to submit a brief written statement in explanation or mitigation of any remark on the performance evaluation form, the statement shall be attached to the performance evaluation form in the personnel file.
  - b. If an employee disagrees with the performance evaluation and desires a review by a higher authority, he/she may process their objective through the grievance procedure.
  - c. At any time the employee shall have the right to examine the contents of their personnel file.

## **ARTICLE 16** **VACATIONS**

- 16.1 Employees of the bargaining unit are entitled to vacation leave benefits as set forth for all State employees in Section 2-18-611, 612, 614, 615, 616, 617, and 621, M.C.A.
- 16.2 In the event of an employee's death, unused earned vacation time will be paid to the employee's heirs at the employee's regular rate of pay, provided the required state form has been completed and made a part of the employee's personnel file.
- 16.3 The dates when employees' vacations will be granted will be determined by agreement between each employee and the department, with regard to seniority and the best interest of the Employer.

## **ARTICLE 17** **TERMINATION OF EMPLOYEE**

- 17.1 The Employee is to give at least 14 days written notice of intended resignation.

**ARTICLE 18**  
**GRIEVANCE AND ARBITRATION**

18.1 Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions or interpretation or application of terms and provisions of this Agreement.

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

Step 2. If such controversy or dispute cannot be adjusted in this manner, it shall be presented to the Division Administrator or designee, in writing, within 10 days of Step 1, who will attempt settlement.

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

Step 4. Should the matter remain unresolved the Association shall, within 10 days of receipt of such decision, notify the Director or his/her designee and the State Office of Labor Relations in writing, of its intention to have such grievance referred to arbitration.

In the event the parties are unable to resolve a grievance pursuant to the foregoing procedure, either party may request within ten (10) days of the decision in Step 3 that the issue be submitted to mediation in an effort to avoid arbitration. Any such mediation shall be non-binding unless the parties reach mutual agreement on a compromise, in which event the grievance will be resolved. Selection of the mediator will be by mutual agreement of the parties. The expense of mediation shall be born equally by the parties. If mediation is requested, the time for notice of arbitration shall be tolled until the completion of mediation.

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

18.3 Where questions arise as to the matter falling under the jurisdiction of the Board of Personnel Appeals or referred to arbitration, the matter shall be referred to the Board for decision.

18.4 Within 10 days after such written notice of intention is delivered to the director, the Association and the State shall call on the Federal Mediation and Conciliation Service to provide a list of arbitrators.



- 18.5 Each party shall be entitled to strike two names from the list in alternate order and the name remaining shall be the arbitrator. The arbitrator shall consider the grievance, if possible, within 15 days of selection and shall render a decision within 15 days of the hearing and that decision shall be final and binding.
- 18.6 Each party shall share equally the cost of the impartial arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcript shall pay all costs. If each party requests transcripts, they shall equally share the cost. Each party is responsible for the cost associated with presenting their own case.
- 18.7 During the processing of any matter under this, or the preceding steps, the Association agrees not to strike, render unfair reports, or cause slow downs, and the Employer agrees not to lock out employees represented by the Association.
- 18.8 Any failure or refusal to abide by the terms of this grievance and arbitration procedure shall constitute a waiver by the party who breaches the Agreement of the rights and constraints created by the above grievance and arbitration clause.
- 18.9 No arbitrator shall have the power to add to, detract from, or modify the terms of this Agreement.
- 18.10 It is understood that Management and the Association will act as expeditiously as possible in the processing of all grievances. Timelines set forth in the grievance process can be extended with mutual agreement.

**ARTICLE 19**  
**SAVINGS CLAUSE**

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

**ARTICLE 20**  
**PUBLIC EMPLOYEES RETIREMENT SYSTEM**

- 20.1 The existing program shall continue in full force and effect in accordance with Title 19, Chapter 3, M.C.A.

**ARTICLE 21**  
**TERM**

- 21.1 The term of this contract will be from July 1, 2017, through June 30, 2019. If either party wishes to renegotiate, it shall give written notice to the other party, at least 60 days before its expiration date, of its intention to terminate, amend, or modify the

Agreement. If the Association gives such notice, it agrees to notify the Chief of the State Office of Labor Relations in writing of such requested negotiations and at the same time to also notify the department.

- 21.2 It is agreed that the State and Association will re-open negotiations on applicable economic issues sufficiently in advance of the Executive Budget Submittal to insure time for negotiations to take place. Such budgetary negotiation will be deemed completed in good faith when the negotiated results are submitted to the next legislature in the executive budget, by bill or resolution.
- 21.3 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, or not specifically referred to or covered in this Agreement even though such subject or matters may, or may not, have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.
- 21.4 The Association agrees to notify the State Office of Labor Relations, in writing, of the results of their ratification process regarding this Agreement.



## PAY SCHEDULE A

JOB CODE	PAY BAND	TITLE	MINIMUM	MIDPOINT	MAXIMUM
291616	6	Registered Nurse	\$25.80 \$53,664.00	\$32.25 \$67,080.00	\$38.70 \$80,496.00
291627	7	Nurse Practitioner	\$29.42 \$61,193.60	\$36.78 \$76,502.40	\$44.14 \$91,811.20

### Addendum A Broadband Pay Plan Provisions

This agreement represents the parties' full and complete agreement for all provisions of the Broadband Pay Plan under the term of this contract.

**Section 1.** Across the Board Pay Adjustments. Employees will receive a 1% salary increase each year of the biennium. Wage increases will become effective the first full paid period that includes February 15<sup>th</sup> of each year of the biennium.

**Section 2.** Health Insurance. Healthcare and Benefits Division is managing the State Employee Health Plan to contain costs and minimize member cost impacts. Member contributions, copay amounts, deductible, coinsurance levels, and maximum out of pocket levels will not increase through December 31, 2018 and shall only increase in the 2019 plan year if the actuarially determined Risk Based Capital Level is at or below 250%.

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

**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.





This Contract was printed In-House using Union Labor