

**COLLECTIVE BARGAINING  
AGREEMENT**

Between

**STATE OF MONTANA  
DEPARTMENT OF PUBLIC HEALTH and  
HUMAN SERVICES  
MONTANA MENTAL HEALTH NURSING  
CARE CENTER**

and

**MONTANA NURSES ASSOCIATION,  
LOCAL UNIT # 14,  
AFL-CIO**

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



**AGREEMENT BETWEEN THE STATE OF MONTANA AND  
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
MONTANA MENTAL HEALTH NURSING CARE CENTER  
AND MONTANA NURSES ASSOCIATION**

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**Collective Bargaining Agreement**  
**Between**  
**State of Montana**  
**Department of Public Health and Human Services**  
**Montana Mental Health Nursing Care Center**  
**and**  
**Montana Nurses Association**

**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, or Union.

**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 Montana Mental Health Nursing Care Center, and to adopt measures for the settlement of disputes should they arise, and to create and maintain an amicable relationship between the Employer and the nurses covered by this agreement.
- 1.2. It is further agreed that conditions contained herein related to registered nurses will apply to all of the members of the bargaining unit. No employee will be hired or retained under less than the wages and conditions set forth in this Agreement.

**ARTICLE 2 – RECOGNITION**

- 2.1. The Employer recognizes the Association or any successor organization as the sole and exclusive representative of all Registered Nurses employed at the Employer defined and certified by Montana State Board of Personnel Appeals. Registered Nurses shall be included within the bargaining unit unless mutually excluded for the purpose of collective bargaining with respect to salaries, rate of pay, hours of employment, and other terms and conditions of employment.
- 2.2. All managerial and supervisory personnel shall be excluded as certified by the Board of Personnel Appeals.

### **ARTICLE 3 – DEFINITIONS**

- 3.1 Probationary Employees: Nurses shall be probationary for the first six (6) months of their employment. During probation, the employee may be terminated without recourse to the grievance process. Notice of the dismissal or suspension will be given to the nurse in writing and will state the grounds for dismissal or suspension. At the end of three (3) months the nurse shall have the opportunity for a conference with his/her immediate supervisor to discuss their level of performance and further expectations.
- 3.2 Full-time Employee: An employee who generally works forty (40) hours per week.
- 3.3 Part-time Employee: An employee who generally works less than forty (40) hours per week.
  - 3.3.a Relief RN- Generally works less than twenty (20) hours per week and is occasionally able to pick up extra shifts.
- 3.4 Business and working days mean Monday through Friday except holidays.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

The Employer retains all rights to manage, direct, and control its business in all particulars as enumerated in the M.C.A. 39-31-303 except as such rights are expressly and specifically modified or waived by the terms of this Agreement. The Association and its members recognize the prerogatives of the Employer to operate and manage its affairs in such areas as but not limited to:

- 1. Directing employees;
- 2. Hiring, promoting, transferring, assigning, and retaining employees, lay-off, suspension, termination, or other employment action;
- 3. Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient, or nonproductive;
- 4. Maintaining the efficiency of government operations;
- 5. Determining the methods, means, job classification, and personnel by which the Employer's operations are to be conducted;
- 6. Establishing the methods and processes by which work is performed;
- 7. Make and enforce reasonable rules for the maintenance of discipline;
- 8. Take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency such as a serious unexpected and often dangerous situation requiring immediate action.

## **ARTICLE 5 – PROFESSIONAL RIGHTS**

- 5.1 The Facility agrees that all matters relating to the practice of nursing at Montana Mental Health Nursing Care Center will be in accordance with the Montana Nurse Practice Act, Addendum A and the Collective Bargaining for Nurses Act.
- 5.2 The Association, on behalf of its members, agrees to cooperate with the Facility to attain and maintain full efficiency and maximum patient care. The Facility recognizes that the nurses are professionals and have professional interests and concerns.
- 5.3 The authorized representatives of the Montana Nurses Association or his/her representatives shall have access to the premises of the Employer in order to investigate or conduct Association business so long as the work of the employees does not become interrupted.
- 5.4 The Employer shall supply bulletin board spaces at least large enough to hold 2 8 1/2"x 11" documents in places mutually agreed by the Employer and the Union for the Union to post items pertinent to Union business.
- 5.5 Should an unsafe situation arise which requires immediate attention, an employee will follow the organizational chain of command.
- 5.6 If, in the event, a resident poses a significant threat of harm to self and or others, the nurse(s) shall follow appropriate chain of command and the facility will respond.
- 5.7 The Association may use the Employer's facilities for Association contingent on Management approval for each request. Reasonable requests will not be denied. Approval or denial shall be provided no later than three (3) working days following the request.
- 5.8 Maximum of two (2) nurses may be allowed subject to staffing requirements, two (2) days of leave during September/October to attend the annual meeting of the Association. The requests shall not be unreasonably denied.
- 5.9 The Employer shall provide just compensation for destruction of clothing, prosthetic devices or personal property when the loss or damage is caused as a result of aggressive patient behavior or a work- related accident or injury that is not the result of nurse negligence. Such loss must be reported to the immediate supervisor as soon as possible. \$75 max reimbursement for clothes, watches, etc. Eyeglasses will be replaced on a like for like basis. Employee should first submit claim for eyeglass replacement through Employer sponsored benefits if the Employee carries such benefit. The Employer agrees to compensate for the remainder of the uncovered benefit.

- 5.10 The Employer shall ensure to the Association, and each nurse access to an up-to-date policy manual of its rules, regulations and policies and procedures on employment and clinical related matters. The policy manual, and procedure manuals shall be housed on each wing and in the infirmary and readily assessable to the nurses on duty.

The nurses shall be notified of any change or additions to personnel rules, regulations, policies and procedures issued by the Employer minimum of fourteen (14) days in advance on HR bulletin board and to the nurses' state email account to allow for discussion and comment. Nothing contained herein shall relieve the Employer of bargaining changes in working conditions with the Union.

- 5.11 All nurses shall have an individual state email account and log-in password and have access to facility computers for clinically related purposes.
- 5.12 Whenever members of the local unit are engaged in collective bargaining with the Employer specific to MMHNCC, three (3) members shall receive release time.
- 5.13 An Association representative will be allowed up to thirty (30) minutes of time during new Employee orientation to orient the newly hired nurses to the contract and to the Association.
- 5.14 MMHNCC and its employees shall follow DPHHS and Facility policies.

## **ARTICLE 6 – MANAGEMENT SECURITY**

- 6.1 It is agreed that the Employer and its employees are engaged in furnishing an essential public service which vitally affects the health, safety, comfort, and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public. The Association and the Employer agree that there will be no stoppage of work or lockout during the term of this agreement.
- 6.2 Nothing in the above Section will be construed to mean that an individual nurse or group of nurses shall be compelled to cross a duly authorized picket line established by a recognized bargaining unit at this institution. However, should a legal jurisdiction determine that such can be required, it is recognized that appropriate administrative and/or legal action may be initiated by management.



## **ARTICLE 7 – EQUALITY OF EMPLOYMENT OPPORTUNITY**

- 7.1 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 16 (Grievance and Arbitration) of the Agreement.
- 7.2 In accordance with the provisions of Title 49, Chapter 3, M.C.A., "Montana Code of Fair Practices," the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualification, without regard to race, color, ancestry, religious or political belief, sex, age, marital status, physical or mental handicap. Employer may not enter into any benefit plans such as retirement, pension, or insurance plans which may be construed as subterfuges to evade the purposes of the Code. The Employer may, however, enter into a bona fide seniority system that is not structured to perpetuate any past discriminatory practices.

## **ARTICLE 8 – CONDITIONS OF EMPLOYMENT**

- 8.1 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 lawfully determined by the Association toward the administration of the Agreement. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after written notice to the Employer from the Association. The Association agrees to indemnify and hold the Employer harmless against all reasonable claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken by the Employer under the provisions of this Section.
- 8.2 The Employer will deduct from an Employee's paycheck the amount of Association dues or representation fee as lawfully determined by the Union upon the written and signed authorization of the Employee and forward such to the Association through the remittance procedure established by the State's central payroll system.

The Association shall provide local management with sufficient copies of the Association's membership application and payroll deduction forms so that each Employee who is hired is provided with this form at date of hire. Management will provide the forms to the Employees.

- 8.3 A copy of this Agreement shall be given by the Association during the new employee orientation and after ratification of this agreement. The Employer will notify the Local Unit's designee, in advance, with details of the upcoming orientation to include date, time, place and number of nurses. The Local Unit may use Employees' mail box for delivery of Agreements and notices.

The Employer will provide the Association with a list of newly hired and terminated nurses each month. The list shall include name, mailing address, telephone number, department, date of hire and current rate of pay; a copy of this list will also be given to the President, or designee of the local unit. Quarterly in January, April, July and October, the Employer will provide a list of all unit members, including name, mailing address, department, hire date, current rate of pay, and seniority status, to the Association.

- 8.4 When transferring from one agency to another within the Department of Public Health and Human Services, sick leave, annual leave, and accumulated holidays will transfer with the employee. When transferring from the Department of Public Health and Human Services to another agency, sick leave and annual leave will be transferred as provided by Department of Administration policy. Time as an employee in state, county, and city government will count towards annual leave accrual rate and P.E.R.S. retirement.
- 8.5 Transfer from full-time to part-time will not affect the employee's continuous service record, and benefits will be prorated on a percentage basis in accordance with the number of hours worked as regulated by state law and policy.
- 8.6 The facility will provide T.B. testing and Hepatitis B Immunization according to facility policy.
- 8.7 An Employee who is exposed or potentially exposed for example, a needle stick injury, to an infectious disease will be referred to an appropriate provider for medical evaluation and treatment if necessary.

No Employee will be subject to mandatory vaccines or immunizations by the Employer

Influenza policies are a mandatory subject of bargaining.

## **ARTICLE 9 – HOURS OF WORK, SCHEDULING AND COMPENSATION**

- 9.1 Hours of work for twelve (12) hour shift nurses shall be twelve (12) hours per day and up to thirty-six (36) hours in a week

Hours of work for ten (10) hour shift nurses shall be ten (10) hours per day and up to forty (40) in a week.

Hours of work for eight (8) hour shift nurses shall be eight (8) hours per day and up to forty (40) in a week.

- 9.2 The parties acknowledge nurses may be interrupted during the lunch break to attend to urgent/emergent resident care matters. Nurses shall complete the appropriate form for compensation for time worked during lunch periods. The parties acknowledge interrupted meal periods shall not be the norm. Infirmarary nurses will be granted a paid meal period within the shift because they are prohibited from leaving the infirmarary. While supervisor(s)/DON are on duty, charge nurses shall relinquish the charge nurse duties to the supervisor or DON while the charge nurse is taking his/her lunch break.

9.2.a A dining area will be provided for employees.

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

- 9.4 Schedules will be posted at least two weeks in advance.

- 9.5 Regularly scheduled FT nurses' schedules shall generally be repetitive in nature.

When a schedule(s) is vacated or newly created, it shall be posted, Nurses may apply and the schedule shall be awarded according to seniority.

Every effort will be made to not schedule Employees to work more than two (2) weekends out of a twenty-eight (28) day schedule. Weekends are defined as Saturdays and Sundays. Employees shall not be scheduled to work split weekends unless mutually agreed upon. This section does not apply to infirmarary nurses.

- 9.6 Upon ratification of this agreement, and retroactive to January 1, 2017 it is agreed that all employees subject to this Agreement will be classified and paid in accordance with Broadband Pay Plan as set forth in Pay Schedule A. This Section does not, however, preclude or waive an employee's statutory right to file an appeal before the Board of Personnel Appeals.
  - 9.6. A This section no longer applies. Intentionally omitted, refer to addendum B Section 1 and 2
- 9.7 When an employee is authorized to temporary fill a Charge Nurse position, he or she will be paid a Charge Nurse Differential of \$1.00 an hour in addition to their base wage. When an employee is authorized to temporary fill a Charge Nurse position, he or she will be provided with the Charge Nurse phone, Charge Nurse book and keys.
- 9.8 A designated work week shall consist of forty (40) hours. Work weeks begin at 0000 on Saturday and end at 2359 on Friday.
- 9.9 Overtime as provided for in this Agreement shall not be pyramided under any circumstances.
- 9.10 Shift Differentials – A night shift differential of \$1.50/hour will be paid for all scheduled 6PM-6AM shifts and 10PM to 6AM shifts worked.

**ARTICLE 10 – HOLIDAYS**

- 10.1 Per Section 1-1-216 MCA: the following holidays shall be recognized.
 

January 1st.....	New Year's Day
3rd Monday in January.....	Martin Luther King Jr. Day
3rd Monday in February .....	Washington's & Lincoln's Birthdays
Last Monday in May .....	Memorial Day
July 4th .....	Independence Day
1st Monday in September.....	Labor Day
2nd Monday in October .....	Columbus Day
November 11th.....	Veteran's Day
4th Thursday in November .....	Thanksgiving Day
December 25th.....	Christmas Day
State General Election .....	Even numbered years
- 10.2 Any eligible full time employee who is scheduled for a day off on a day which is observed as a holiday, shall be entitled to receive a Holiday (a Holiday is defined as eight (8) hours) day banked.
- 10.3 Part-time employees are entitled to pro-rated holiday benefits.

- 10.4 Employees may accumulate a maximum of seven (7) holidays within a fiscal year. Accumulated holidays in excess of fifty-six (56) hours and unused holidays shall be paid at the straight-time rate in accordance with MMHNCC policy.
- 10.5 Holidays worked shall be compensated at the rate of one and one-half (1 ½) times the employee's regularly scheduled rate of pay for all hours worked, and an additional 1 day (eight (8) hours) of banked holiday time, which can be used at a later date, as approved by Management. Such approval shall not be unreasonably withheld.

### **ARTICLE 11- SICK LEAVE**

- 11.1 Employees of the bargaining unit are entitled to sick leave benefits as set forth for all State employees in Section 2-18-618, M.C.A. and policy as promulgated by the Department of Administration and the Department of Public Health and Human Services and per MHNCC Policy. Approval of sick leave shall not be unreasonably denied.
- 11.1.a In the event an employee becomes ill while taking annual leave, the Employee shall be afforded the right to change annual leave to sick leave and to use available sick leave credits upon furnishing appropriate medical certification to the Employer.
- 11.1.b Sick leave charges and credits will be charged to the nearest half hour.
- 11.1.c In nursing positions which require replacement, the employee or his/her agent will inform their charge nurse or the supervisor on duty that illness will prevent them from reporting to duty at least two (2) hours before the employee's shift is to begin. The parties recognize the importance of reporting an absence or late report as soon as possible to optimize success of finding a replacement employee.
- 11.1.d Medical documentation is required when there is a reasonable, documented suspicion of sick leave abuse.
- 11.1.e Employees will be granted family and medical leave and procedures shall be in accordance with state and federal law and, specifically pursuant to the provisions set forth in Sections 2-18-606
- 11.1.f Maternity or paternity leave(s) shall be granted according to the provisions set forth in Sections 49-2-310-49-2-311, M.C.A.

- 11.1.g Employees shall be granted military leave as prescribed by Section 10-1-1009, M.C.A. and as per state policy. Per M.C.A. This leave may not be charged against the employee's annual vacation time.
- 11.1.h Release time is defined as time an employee is relieved from scheduled duties and work to attend another function.
- 11.1.i 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.
- 11.1.j An Employee who terminates employment with the facility is entitled to a lump sum payment equal to one-fourth(¼) of the sick leave pay.
- 11.2 Leave without pay shall be in accordance with Montana Operating Manual and MMHNCC policy.
- 11.3 The parties agree that continuing education is recognized as a viable concept for staff development.
  - 11.3.a 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 Facility will make a good faith effort to allow all employees covered by this contract an equal opportunity to attend workshops, training sessions, and conferences throughout all levels of the professional nursing staff.
  - 11.3.b Each full time employee will be entitled to a maximum of sixteen (16) hours per year leave with pay to attend job-related continuing education workshops, seminars, etc. Part-time employees shall receive a prorated portion of the full time employee's benefit in accordance with the average number of hours worked per pay period based on a minimum of six pay periods. Employees may be required to participate in in-service training classes to pass along information obtained through this process.
  - 11.3.c Management retains the authority to determine the number of nurses to be given off time to enable appropriate staffing coverage. Such leave shall be subject to approval to enable the efficient operation of the facility, to ensure patient care will not be jeopardized, and that budget limitations are not exceeded. Requests to attend such trainings will not be unreasonably denied.
- 11.4 Paid leave for disaster relief volunteer service per state statute M.C.A. 2-18-627.

## **ARTICLE 12 – JURY DUTY/SUBPOENA**

### 12.1 Jury Duty per state statute M.C.A. 2-18-619:

- 12.1.a Each employee of the state or any political subdivision thereof who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowance paid to him by the court.
  
- 12.1.b An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his witness time off against his annual leave he shall not be required to remit his witness fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowances paid to him by the court.
  
- 12.1.c Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.
  
- 12.1.d Employees answering subpoenas in connection with their official duties will be compensated their regular rate of pay for time spent testifying and preparing (with the State's legal team).

## **ARTICLE 13 – VACATIONS**

- 13.1 Per state statute M.C.A. 2-18-611:
- 13.1.a Each full time employee of the state or any county or city thereof is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. An employee must be credited with one year of service for each period of two-thousand-eighty (2080) hours of service following his date of employment; an employee must be credited with eighty (80) hours of service for each bi-weekly pay period in which he is in a pay status or on an authorized leave of absence without pay regardless of the number of hours of service in a pay period. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.
- 13.1.b Permanent part-time employees are entitled to pro-rated annual vacation benefits if they have been continuously employed for six (6) calendar months.
- 13.2 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.
- 13.3 Accumulation of leave -- cash for unused -- transfer will be according to MCA: 2-18-617.

## **ARTICLE 14 – STAFF DEVELOPMENT**

- 14.1 Management will hold regularly scheduled nursing staff meetings. The Employer may require Employees to attend certain meetings/in-services. In-services will be provided to all employees during respective shifts, as staffing patterns permit. Should the meeting be of a routine nature and attendance is required, the Employer will provide a minimum of ten (10) business days advance written notice.

Should the meeting/in-service be of an urgent nature for example to address issues regarding specific patient care or care delivery methods the ten (10) day notice shall not be required. If a nurse is on leave or out of town, she/he will be in-serviced upon her/his next report for duty.



- 14.2 Performance evaluation conference and review of job descriptions will be held once a year and at the end of six (6) months for new employees. This evaluation shall be discussed jointly by the Employee and the immediate supervisor. The outcome of the performance evaluation will be documented in writing with a copy to the Employee. Performance evaluations and the construct of the evaluation “tool” are mandatory subjects of bargaining. Changes to employee evaluation “tool” or subject matter must be bargained with the Union. Employees will have access to a copy of their most current job description along with a copy of the evaluation tool before evaluations are to begin. MMHNCC will notify nurses in writing when the tool is accessible.
- 14.3 New employees will be provided a period of orientation consisting of up to ten (10) working days; orientation may be concluded by mutual agreement of the nurse and the appropriate management designee if the employee is able to perform essential functions of his/her position independently as evidenced by completion of the orientation checklist. The orientation will be provided and conducted by the appropriate Management designee, and will cover all applicable areas of nursing practice within the Facility. Approximately half of the orientation shall be on the Employees assigned shift. Orientation of new Employees shall be under the general guidance of permanent MMHNCC nurse(s). If needed, additional orientation shifts will be granted upon mutual agreement.
- 14.4 In the case of interdepartmental or promotional changes, orientation will be provided.
- 14.5 Management will provide formal in-service trainings to all Employees before new equipment and or new processes/procedures are introduced to the Facility
- 14.6 Upon successful completion, the Employer will reimburse RNs the current ANA member testing fee set by the American Nurses Credentialing Center (ANCC) or the appropriate certifying body for the initial certification in one of the following psychiatric; mental health nursing; gerontology and other certifications as deemed appropriate by management.

## **ARTICLE 15 – SENIORITY**

- 15.1 Seniority is defined as the date of hire into an RN bargaining unit position at the facility. Employees whose seniority dates are the same will have their seniority rank determined by lot.
- 15.2 Preference to nursing vacancies including changes of shift times and new positions will be given to bargaining unit employees who meet the minimum qualifications of the vacancy as per position posting. When qualifications and ability are equal, seniority will prevail.

- 15.3 Vacant positions will be posted to offer equal opportunity to all employees. Vacancies will be posted for a minimum of seven (7) calendar days. Within that seven (7) day period, the nurse must submit an electronic request as appropriate for the position. Management will notify each nurse not accepted for the position, in writing. Job vacancies will be posted in the areas currently used to post positions for other employees.
- 15.3.a If some specific requirements for the vacant position are necessary, they must be included in entirety in the job description, on the bid form, and advertised as such.
- 15.3.b Bargaining unit nurse who moves out of a bargaining unit position to take a non-bargaining unit position within the facility will retain his/her seniority although will not accrue any additional seniority for time spent out of the bargaining unit. If the nurse returns to the bargaining unit, seniority shall resume.
- 15.4 The Employer shall, upon written request, furnish the Association with a list of vacant Registered Nurse positions and changes in Registered Nurse FTE's including those filled by non-unit employees.
- 15.5 Seniority will be forfeited by discharge or voluntary termination.
- 15.6 To be absent from the job due to a layoff will be considered lost time for the purpose of seniority.
- 15.6.a Layoffs caused by reduction in working force will be in order of reverse seniority; that is, the employee last hired will be the first released. Employees scheduled to be released under such conditions will be given at least fourteen (14) Calendar days' notice via certified mail, or pay in lieu thereof.
- 15.6.b No permanent employee under the jurisdiction of this contract will be laid off while temporary or traveling employees are working. No temporary or traveling employee may displace a member of the bargaining unit; nor will temporary or traveling employees be used to defeat the right of bargaining unit employees as specifically provided for in this Agreement.

## **ARTICLE 16 – DISCIPLINE AND DISCHARGE**

- 16.1 Following completion of the probationary period provided in this Agreement, an employee shall not be disciplined or discharged except for just cause. An employee shall have the right to request a union representative during an investigatory meeting that the employee reasonably believes could lead to discipline. It is understood this right shall not unduly delay the investigatory process. Paid release time may be granted to such a representative contingent upon staffing requirements of the facility.
- 16.2 In taking disciplinary action, the Employer shall follow the principle of progressive action directed towards the goal of correction; however, the parties acknowledge that there may be circumstances justifying immediate suspension or discharge. All discipline shall take place in a private area except when immediate correction is required due to resident safety or other urgent concerns. In these cases, follow-up shall occur in a private area.
- 16.3 Progressive discipline shall be administered in accordance with M.O.M. Policy 3-0130 which incorporates the "informal actions" under ARM 2.21.6508 and "formal disciplinary actions" under ARM 2.21.6509.
- Informal actions include corrective counseling and oral warning. Formal actions include written warning, suspension without pay, demotion, and discharge. It is understood that progressive discipline may also involve other corrective action. All incidents of progressive discipline shall be documented and the information will be given to the employee. This may be done via e-mail, written missive or other documentable communication.
- 16.4 Due process investigations shall be instituted as expeditiously as possible as circumstances would permit.
- 16.5 Formal disciplinary action, as referenced in this Article, shall be subject to the grievance and arbitration article of this Agreement.
- 16.6 Any termination for cause shall be stated in writing and given to the terminated nurse.
- 16.7 Written warnings will, at the request of the Employee, be expunged from the Employee's file one (1) year following issuance provided there has not been additional formal actions of the same nature issued during that year.
- 16.8 Suspensions will, at the request of the Employee, be expunged from the Employee's file two (2) years following issuance provided there has not been additional formal actions of the same nature issued in those years.

- 16.9 A nurse may inspect their personnel file at any time in the presence of a Management designee and in an area designated by Management.

All disciplinary documents and other documents of a performance related nature placed in a nurses' personnel file shall be first discussed with the nurse, the nurse will be offered the opportunity to initial the document prior to it being placed into the nurses file, although the initialization does not necessarily signify agreement. The nurse has the right to submit comments or a rebuttal, which will be affixed to the disciplinary, or performance related document.

## **ARTICLE 17 – GRIEVANCE AND ARBITRATION**

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

The grievant has the right to have an Association representative during all steps of the procedure. A grievance may be filed on behalf of an employee, a group of employees and or the Union may file a grievance on behalf of the entire bargaining unit.

Step 1 – A grievance shall first be taken up with the employee or employees and his/her immediate supervisor. The grievant shall submit his/her grievance on the established grievance form within ten (10) working days of such grievance, with or without an Association representative present. The immediate supervisor shall have ten (10) working days in which to respond to the grievance in writing.

Step 2 – If the grievance cannot be adjusted at Step 1, it shall be presented to the Superintendent or his/her designee in writing within ten (10) working days of the receipt of the Step 1 response. The Superintendent shall have ten (10) working days in which to respond in writing to the grievance.

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 her/his designee, within ten (10) working days of the receipt of the written Step 2 response. The director or designee shall have fifteen (15) working days in which to respond in writing to the grievance.

Step 4 – Should the matter remain unresolved, the Association shall notify the agency director and the Department of Administration, Office of State Labor Relations in writing, of its intention to have the grievance referred to arbitration. In such event, notice must be provided within ten (10) working days of the receipt of the Step 3 response.

- 17.2 The parties may mutually agree to go to mediation at any step in the grievance process. Requests for mediation services will be submitted jointly. Timeline for grievance processing will be put on a hold until the mediation is final.

The parties may mutually agree to waive any Step in the grievance process.

- 17.3 Within ten (10) working days after such written notice of intention is delivered to the director, and the Department of Administration, Office of State Labor Relations the Association shall ask the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators or a list from the Board of Personnel Appeals may be requested.
- 17.4 Each party shall be entitled to strike three (3) names from the list in alternate order and the name so remaining shall be the arbitrator. A coin toss shall be used to determine who shall strike the first name. The arbitrator shall render a decision as soon as possible after the close of the hearing or submission of post-hearing briefs.
- 17.5 Each party shall share equally the cost of the impartial arbitrator and each party shall bear the cost of presenting their own case. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all cost. If each party requests the transcript, they shall equally share the cost.

No arbitrator shall have the power to add to, detract from, or modify the terms of this Agreement. Decisions of the arbitrator shall be final and binding.

#### **ARTICLE 18 – LOW CENSUS**

- 18.1 If the Employer needs to reduce staffing on a temporary basis due to fluctuation in resident census; volunteers will be sought first. Volunteers will receive low census shifts equitably and on a rotating basis. If there are none or insufficient volunteers, low census shift (s) shall be assigned in reverse order of seniority, that is, the least senior nurse on that shift shall be assigned the low census. Subsequent low census shifts shall be assigned in rotation according to reverse seniority. Nurses on low census are entitled to use vacation, annual leave or leave without pay.

#### **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 – PROFESSIONAL CONFERENCE COMMITTEE**

- 20.1 The purpose of this committee shall be to facilitate communication and cooperation between professional Registered Nurses and management and establish a forum for open discussion of professional concerns, including but not limited to staffing levels, work schedules, training and education, public health policy and professional concerns: to identify problem areas; and to improve understanding of problems and needs of professional registered Nurses and management. The committee is not intended to circumvent the chain-of-command.
- 20.2 The committee shall consist of no more than three people selected by the Employer and three selected by the Association. Labor representatives for both the Association and the Employer may attend the meetings as non-members of the committee. The committee shall establish its own meeting schedule, not more often than monthly.
- 20.3 Meetings of the committee may be held on the Employer's property and the committee may use such facilities. Three Association committee members shall be paid for up to one (1) hour of time for attending the committee meeting if regularly scheduled to work during the time that the meeting is held. It is understood said time will be granted if the representative is scheduled to work at the time of the meeting. Paid release time will not be considered time worked for purposes of calculating overtime, Management shall insure there is coverage of the Association representative's nursing duties during attendance of committee meetings. The parties agree that meetings shall be conducted expeditiously and efficiently though preparation and use of such things as agendas.

## **ARTICLE 21 – TERM**

- 21.1 The term of this Agreement will be from July 1, 2017 through June 30, 2019. Either party shall notify the other in writing at least sixty (60) days and no more than ninety (90) days prior to the expiration date of its intention to terminate, amend or modify this Agreement. If the Association gives such notice, it agrees to notify the Chief Negotiator, Office of State Labor Relations in writing of such requested negotiations and at the same time to notify the director of the Department of Public Health and Human Services.
- 21.2 It is agreed that the State and the 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. The Association shall have the right to strike after December 31, 2018 on wages, benefits and other economic issues for the 2018-2019 biennium.

21.3 The parties recognize that this Agreement is a binding contract covering terms and conditions of employment and neither shall be obligated to bargain during its term except by mutual consent.

## PAY SCHEDULE A

<b>Pay Band</b>	<b>Job Code</b>	<b>Title</b>	<b>Hourly Entry</b>	<b>Hourly Midpoint</b>	<b>Hourly Maximum</b>	<b>Annual Entry</b>	<b>Annual Midpoint</b>	<b>Annual Maximum</b>
6	291616	Registered Nurse	25.80	32.25	38.70	53,664.00	67,080.00	80,496.00



## ADDENDUM A

### Code of Ethics for Nurses

1. The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth, and uniqueness of every individual, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
2. The nurse's primary commitment is to the patient, whether an individual, family, group, or community.
3. The nurse promotes, advocates for, and strives to protect the health, safety, and rights of the patient.
4. The nurse is responsible and accountable for individual nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.
5. The nurse owes the same duties to self as to others, including the responsibility to preserve integrity and safety, to maintain competence, and to continue personal and professional growth.
6. The nurse participates in establishing, maintaining, and improving health care environments and conditions of employment conducive to the provision of quality health care and consistent with the values of the profession through individual and collective action.
7. The nurse participates in the advancement of the profession through contributions to practice, education, administration, and knowledge development.
8. The nurse collaborates with other health professionals and the public in promoting community, national, and international efforts to meet health needs.
9. The profession of nursing, as represented by associations and their members is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy.

## ADDENDUM B

### 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.** Economics

Employees will receive a 1% salary increase each year of the biennium. Wage increases will become effective the first full pay period that included February 15<sup>th</sup> of each year of the biennium. Entry for all occupations within the bargaining unit shall receive a corresponding increase each year of the biennium. The increases shall apply to the employee's base pay.

#### **Section 2.** Health Insurance.

HCBD is managing the State Employee Group Health Plan to contain costs and minimize member cost impacts. Member contributions, copay amounts, deductibles, 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 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.

## **MEMORANDUM OF AGREEMENT**

Department of Public Health and Human Services  
Montana Mental Health Nursing Care Center  
And  
Montana Nurses Association

The parties agree no later than 10 days following the ratification of this agreement, the facility will provide each registered nurse with a copy of their FTE designation letter. The Union will have an opportunity to review the designations of the nurses prior to the mailing.

## Memorandum of Agreement

Department of Public Health and Human Services

Montana Mental Health Nursing Center

And

Montana Nurses Association

The parties acknowledge that supervisors, who are not part of the bargaining unit, occasionally have worked as staff RNs when there are no staff RNs available to work those shifts. The parties agree that during the 2017-2019 term of this agreement, this practice will be allowed to continue in that the employer will be permitted to allow supervisors to work shifts when there are no RNs available to work and the union will not file a grievance contesting this practice.

EXECUTED AND ENTERED into this 3<sup>rd</sup> day of November 2017.





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