COLLECTIVE BARGAINING AGREEMENT

between

THE STATE OF MONTANA

and

THE FEDERATION OF

MONTANA VETERANS' HOME EMPLOYEES

2011 - 2013

Collective Bargaining Agreement
between
The State of Montana
and
The Federation of Montana Veterans' Home Employees

PREAMBLE

THIS AGREEMENT is made and entered into this 16th day of January ~~2012~~ 2013 PS between the State of Montana, hereafter referred to as the "Employer," and the Federation of Montana Veterans' Home Employees, Local # 4697, MEA-MFT, AFT, AFL-CIO, hereafter referred to as the "Federation."

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

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

ARTICLE 1 - RECOGNITION

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

Section 2. The bargaining unit represented by the Federation shall be defined specifically by classification titles as enumerated by Schedule A.

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is understood the Employer's recognition of the Federation as exclusive representative for a bargaining unit shall be withdrawn if the Federation is decertified through the procedure established by the Board of Personnel Appeals.

ARTICLE 2 - FEDERATION RIGHTS

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

Section 2. A written list of the accredited officers and representatives of the individual bargaining units shall be furnished to the Facility Administrator immediately after their election, and the Facility Administrator shall be notified of any changes of said representatives within seven (7) calendar days.

Section 3. The internal business of the Federation shall be conducted by the employees during their non-duty hours; provided, however, that selected and designated Federation officers or appointees shall be allowed a reasonable amount of paid time to investigate and process grievances, including arbitration matters, but the Employer will not compensate the aforementioned individuals for time spent in such activities outside f their normal work schedule. he union will provide a list of selected officers or appointees who will be designated to process grievances, within twenty (20) working days of signing this agreement, and shall update the list upon change.

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

Section 5. Management shall provide the Federation a three (3) foot by five (5) foot bulletin board. No objectionable material will be posted. Management can require that objectionable material be removed after consultation with the Union. Material posted must meet a reasonable standard as determined through discussions in Union-Management meetings.

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

Section 7. The Union shall be afforded the opportunity to conduct union meetings in the Community Meeting Center providing said meeting does not conflict with the conduct of the Employer's business, and that advance approval is obtained from the Facility Administrator.

ARTICLE 3 - FEDERATION SECURITY

Section 1. Employees covered by the terms of this agreement shall not be required to become members of the Federation but must, as a term and condition of employment, pay a representation fee to the Federation.

Section 2. Upon receipt of a written authorization from an employee covered by this agreement, the Employer shall deduct from the employee's pay the amount owed to the Federation by such employee for dues or a representation fee. The Employer will remit such sums to the Federation within thirty (30) calendar days. Changes in the Federation membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Federation and shall be done at least thirty (30) calendar days in advance of such change.

Section 3. Within thirty (30) days of the signing of this Agreement or within thirty (30) days of employment, all employees covered by the terms of this Agreement shall pay dues or the representation fee to the Federation. Employees who fail to comply with this requirement shall be discharged by Employer within thirty (30) days after receipt of written notice of default by the Federation. The Federation may make written notice of default and demand for discharge after the 30-day period specified above. The Employer shall initiate appropriate discharge actions under this section to ensure discharge of the affected employee(s) on the thirtieth (30th) day after receipt by the Employer of the Federation's written notice of default and demand for discharge.

Section 4. Within thirty (30) days of the signing of this Agreement, the Employer shall present the Federation with a list of the names and addresses of all current employees covered by this Agreement and shall provide names and addresses of new hires once each sixty (60) days.

Section 5. The Federation will indemnify, defend, and hold the Employer harmless against any claim made and any suit instituted against the Employer, including attorneys' fees and costs of defense thereof, on account of any provision of this Article.

Section 6. On July 1 of odd-numbered years, the Federation shall furnish the Employer with proper documentation that its representative fee procedure is in compliance with the law.

ARTICLE 4 - MANAGEMENT RIGHTS

(In compliance with state statute, MCA 39-31-303)

The Union shall recognize the prerogatives of the agency to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

a. direct employees;
b. hire, promote, transfer, assign, and retain employees;
c. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
d. maintain the efficiency of government operations;
e. determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
f. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
g. establish the methods and processes by which work is performed;

h. investigate and discipline violations involving resident abuse; and
i. investigate, discipline and prosecute employees who misappropriate or misuse state or resident property.

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

ARTICLE 5 - MANAGEMENT SECURITY

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

ARTICLE 6 - NON-DISCRIMINATION

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

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

ARTICLE 7 - PAY AND HOURS

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

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

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

Section 4. For all positions covered by this Agreement except LPN's, a regular work day shall consist of eight and one-half (8 1/2) hours of work including a duty-free,unpaid thirty (30) minute meal break which shall be scheduled by Management. Fifteen (15)-minute breaks will be provided for each four (4) hours of service. The employer will provide one (1) free meal for each full shift worked. Meal times will be scheduled by the employer in accordance with Section 4 of this Article.

Section 5. A regular work week shall consist of one hundred sixty-eight (168) hours in a seven (7) day period as established by the employer.

Section 6. When a work period is designated by Management is other than a regular work period as defined in Article 7, Section 7, Management shall schedule to provide for two (2) consecutive days off.

Section 7. For all positions covered by this Agreement excluding LPN's, a regular work period shall consist of five (5) consecutive work days totaling forty (40) hours.

Section 8. Employees placed on a regular or designated work schedule shall not have their work schedule changed unless given ten (10) days notice of the change, except in emergency situations. The forty (40)-hour work period of an employee placed on a regular or designated work period need not coincide with the one hundred sixty-eight (168)-hour work week.

Section 9.

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

B. Full-time, non-maintenance employees who are called out for work and report outside their regular shift shall be paid at a rate of one and one-half (1½) times the regular rate of pay with a minimum of two hours pay. If called out on a Holiday, as enumerated in Article 9, the rate will be two and one-half (2½) times the regular rate of pay.

C. Full-time, maintenance employees who are called out for work and report outside the regular shift shall be paid at a rate of one and one-half (1½) times the regular rate of pay with a minimum of four hours pay. If called out on a Holiday, as enumerated in Article 9, the rate will be two and one-half (2½) times the regular rate of pay.

D. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the work day or immediately contiguous to an employee's regular shift, as provided for under the extended overtime provision in Article 8, Section 7. It is understood that an employee who works over their regularly scheduled hours shall be compensated at time and one half (1½) for those hours.

Section 10. It is understood the occupational pay ranges in Schedule A matrices do not reflect the contribution for health insurance provided for in fiscal years 2012-2013 for eligible bargaining unit employees as defined state law. The employer will contribute the per-month contribution as defined in statute.

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

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

Section 13. The employer may schedule staggered working hours within the eight (8)-hour work day by mutual agreement or if mutual agreement cannot be achieved, the employer may assign such work to the least senior employee in the class.

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

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

	FY 2012	FY 2013
B 02	$ 15.07	$ 15.07

Section 16. Relief Workers.

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

b. Relief workers will serve a probationary period of one thousand and forty (1,040) hours.

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

   However, Management may remove relief employees from the list of available workers when refusal to work is found to be without compelling reason, but only when said workers refuse work three (3) times.

ARTICLE 8 - OVERTIME AND COMPENSATORY TIME

Section 1. "Nonexempt" employee means an employee subject to the overtime provisions of the Federal Labor Standards Act and its regulations. "Nonexempt" employees shall be paid at a rate of one and one-half (1½) times their regular rate of pay for all authorized time they work over eight (8) hours per day or forty (40) hours per week. The over eight (8) hours per day overtime provisions of this Article shall not be in effect in

those instances where employees are on a work schedule that anticipates an employee working forty (40) hours per week in other than five (5) eight (8)-hour days.

Section 2. Authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing overtime or compensatory time credits under this Article.

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

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

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

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

ARTICLE 9 - HOLIDAYS

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

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Lincoln/Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
General Election Day	In even-numbered years

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

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Section 3. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rata basis. To be eligible

for holiday pay, an employee must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

Section 3. When a full-time or part-time employee is required by the Employer to work on a holiday listed above, he/she will be paid at the rate of two and one-half (2½) times his/her regular rate of pay or, at the employee's option, one and one-half times (1½) his/her regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and Employer. LPN's and others on alternate schedules may bank up to eight hours Holiday time. Full-time employees shall be given the opportunity to select their option at the commencement of their employment and shall be bound by their choice for at least a one (1) year period unless otherwise agreed to by the Employer. Holiday accrual shall be limited to a maximum of accrual of five (5) days after which holidays worked shall be paid. If any holiday accrued within a given fiscal year ending on June 30 are not taken, they shall not be carried forward into the next fiscal year but shall be paid.

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

ARTICLE 10 - LEAVES

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

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

a. Notification of absence because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to ensure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absence in excess of one (1) shift without receipt of proper notification by the Employer from the employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the employee's control. In cases where employees are performing functions that will require a replacement, said employees will, if possible, notify Management of their absence at least four (4) hours in advance of the beginning of the employee's shift.

b. Sick leave used must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, he/she may use his/her accrued annual leave. If an employee has exhausted all accrued sick

leave, the Employer may permit the employee to be placed on a leave without pay status.

c. In the event an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status and to use available sick leave credits upon furnishing Management acceptable medical certification, if required.

d. The Employer may require a doctor's certification to substantiate sick leave of more than three (3) consecutive days; when an employee requests sick leave before or after a holiday, a weekend two (2) consecutive days off, or a vacation; or after a requested day off has been denied. Abuse of sick leave may be cause for termination.

   In the event that Management requires an employee to obtain a doctor's certificate for a second medical opinion, the employer shall bear the cost of the examination thus required.

e. In the event a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

Section 3. Annual Leave. It is understood and agreed that an employee within the bargaining unit may request to take at least two (2) consecutive accrued work weeks of annual leave per year. It is also understood that employees may take annual leave, with prior Management approval, at their individual discretion as long as the execution of this right does not cause an undue burden on the Employer's operation.

All leave requests must be submitted on the approved leave request form within the calendar year in which the time off occurs. Requests will be granted on a first come, first served basis based on the scheduling needs of the facility. Management will inform the employee if the leave is approved or disapproved within ten (10) days of the request.

This provision applies to leave requests of a minimum of four (4) days.

Section 4. Other Uses of Sick Leave. Accrued and available sick leave will be allowed for necessary attendance to the illness of a member of the employee's immediate family until other attendance can be reasonably obtained; to attend a funeral in the immediate family; to receive medical, dental, or eye examinations; or for other disability-related emergencies. Employees shall provide notice of time off in advance whenever possible. Absence in excess of one (1) shift without receipt of proper notification by the Employer from the employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the employee's control.

Section 5. Leave Without Pay. A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The

approval or disapproval from Management shall be based on the needs of the agency, the reason for the request, and the employee's work record.

Section 6. Military Leave. Military leave shall be granted in accordance with MCA 10-1-604.

Section 7. Education Leave. Educational leaves are to be handled on a supplemental basis.

Section 8. Workers Compensation. The policies and procedures for administration of workers compensation will comply with departmental policy.

Section 9. Inclement Weather. In the event an obvious weather condition or a natural disaster precludes an employee from arriving at work, such employee shall, after giving proper notice to the appropriate Management official, be excused from work and will be given the choice of using accrued and available annual leave or leave without pay if all other leave is exhausted for the time missed. Appropriate leave request forms shall be completed as soon as possible upon the employee's return to work.

Section 10. Cancellation of Leaves. Employees who cancel an approved leave must provide at least ten (10) days advance notice to the date of leave assumption, or may be required to take the leave as requested and approved.

ARTICLE 11 - GRIEVANCES AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all disputes involving the interpretation, application, or alleged violation of a specific provision of this Agreement.

Section 2. During the processing of any matter under this Article, the Federation agrees not to strike, render unfair reports, or cause slowdowns, and the Employer agrees not to lock out employees represented by the Federation.

Section 3. Grievance Procedure.

Step 1 - Any dispute involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall be taken up with the employee's immediate supervisor within twenty-one (21) days of the incident out of which the grievance arose. The immediate supervisor shall have twenty-one (21) days to respond. All grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance, and no formal grievance may be filed until the immediate supervisor has been given an opportunity to attempt resolution.

Step 2 - If the grievance is not resolved informally, a formal grievance may be presented in writing, within fourteen (14) days after the receipt of the immediate supervisor's response in Step 1, to the appropriate Management official. The Management

representative at the second step shall have fourteen (14) days from receipt of the grievance to respond in writing.

Step 3 - If the grievance is not resolved at Step 2, it may be presented to the department director or his/her designee within fourteen (14) days after the receipt of the Step 2 response. The director shall have twenty-one (21) days to respond to the grievance in writing.

Step 4 - Should the aggrieved employee and the Federation consider the decision of the director unsatisfactory, the Federation shall, within twenty-one (21) days after receipt of such decision, notify the director and the Chief of Labor Relations Bureau of its decision to take the grievance to final and binding arbitration.

RULES OF GRIEVANCE PROCESSING

1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

2. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to the next step.

3. An appointed authority may replace any titled position in the grievance procedure, provided such appointee has full authority to act in the capacity of the person being replaced.

4. When the grievance is presented in writing, all of the following shall be set forth:

   a. Name of grievant.
   b. A complete statement of the grievance and facts upon which it is based.
   c. The Article(s) and Section(s) of the Agreement that have been violated.
   d. The rights of the individual claimed to have been violated and the remedy or correction requested.
   e. The remedy or correction requested.

5. Those employees desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing a grievance under the provisions of this contract may not pursue the same grievance under another procedure.

6. In the event of a classification related grievance, the statutory classification appeal route shall be followed wherein the grievance may be submitted to the Board of Personnel Appeals for final resolution. Where a question arises as to whether the matter falls under the jurisdiction of the Board or could possibly be arbitrated, the matter shall be referred to the Board for a decision.

RULES OF ARBITRATION

1. Within fourteen (14) days of receipt of the Federation's notice of its intent to arbitrate a grievance, the parties shall call upon the Federal Mediation and Conciliation Service for a list of seven (7) potential arbitrators.

2. Each party shall be entitled to strike names from the list in alternate order, and the name so remaining shall be the arbitrator. The arbitrator shall render a decision within twenty (20) working days of the hearing, and that decision shall be final and binding.

3. Each party shall share equally the cost of the arbitrator. In the event one (1) of the parties want transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the cost.

4. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

5. In the event the arbitrator charges a fee for canceling an arbitration hearing, the party requesting the cancellation is responsible for payment.

ARTICLE 12 - JOB SECURITY

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

The probationary period shall last for six (6) months. If the Employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the Employer. Termination of an employee while in a probationary status is not grievable and can not be grieved under the provision of Article 11.

Section 2.

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

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

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

ARTICLE 13 - SENIORITY

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

Section 2. Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds sixty (60) working days or after a permanent transfer out of the bargaining unit. Previously credited service, however, will not be lost, and an employee who is recalled or transfers back into the bargaining unit will retain all prior seniority. Employees who are placed into an inactive status or on leave without pay for purposes of maternity or paternity leave or for active military duty shall continue to accrue seniority in accordance with state and federal law.

Seniority shall be revoked upon termination, retirement, or discharge for cause.

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

Section 4. Employees within the bargaining unit shall have the opportunity to laterally transfer into a vacant position of like classification prior to Management posting under Article 14. Employees who express an interest in writing within three (3)-working days of a notice of availability being placed unto the bulletin board shall be considered, and the lateral transfer shall be awarded based on ground seniority. Vacancies which directly occur from the resultant transfer(s) process must all be completed within seven (7)-working days, and thereafter Management shall post the remaining vacant positions.

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

Section 6. Recall from layoff shall be in reverse order of layoff. The Employer shall notify a laid off employee to return to work by sending a certified, return receipt letter to the employee's last-known address with a copy to the Federation and shall therein notify the employee that failure of the employee to notify the Employer of his/her intent to return to work within ten (10)-calendar days of the mailing of said letter shall constitute a forfeiture of his/her right to return to work. Recall rights shall be limited to a period of one (1) year following the date of layoff.

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

ARTICLE 14 - VACANCIES AND PROMOTIONS

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

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

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

c. All positions in the bargaining unit shall be posted in accordance with the provisions of this Article for at least seven (7) calendar days. However, Article 13 will not apply to positions not included in the unit.

d. The closing date for positions shall be posted. The person selected for the position shall be officially notified. If after selection, the appointment to the position is delayed in excess of thirty (30) days, the union may request explanation in writing from Management which will be provided within seven (7) days.

ARTICLE 15 - RATINGS AND WARNINGS

Section 1. The Employer will establish a performance evaluation system for the evaluation of employees covered by this Agreement. Supervisors shall receive training in the operation of the performance appraisal system before evaluating. After six (6) months, or one thousand and forty hours (1,040) the employee shall receive a performance evaluation.

Section 2. When performance appraisals are prepared by the employee's immediate supervisor and the next higher supervisor, the results of the combined evaluation shall be transmitted to the employee in the form of a copy of his/her performance appraisal. The immediate supervisor shall discuss the evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. If the employee desires to submit a brief written statement in explanation or

mitigation of any remark on the performance appraisal form, the statement shall be attached to the performance appraisal form in the personnel file.

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

Section 4. No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating he/she has been shown the material or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request. It is recognized that material may also have to be held beyond the eighteen (18)-month period established therein in the event that an appropriate party demands with legal authority that such documents be preserved. However, such material shall not be used against the employee except as provided for in Article 15 of the Agreement.

Section 5. An employee desiring that a letter of discipline which he/she feels is incorrect and should be removed from his/her personnel file shall have the right to appeal it through the grievance procedure.

Section 6. Letters of caution, consultation, warning, admonishment, and reprimand shall be considered temporary contents of an employee's personnel file and shall be destroyed no later than eighteen (18) months after they have been placed in the file, unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or are applicable to pending legal or quasi-legal proceedings. However, in instances of discipline for patient abuse or neglect that has not resulted in termination but where the employee has been found guilty after having been accorded due process, the documentation relating to the discipline shall be retained in a separate file after the eighteen (18)-month period and may be used as evidence in any future charge of patient abuse or neglect against the employee.

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

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

ARTICLE 16 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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

ARTICLE 17 - NOTIFICATIONS

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

Section 2. The Employer shall ensure the Federation and each employee reasonable access the most current policy manual of its rules, regulations, and policies on employment-related matters. The Federation shall be notified of any proposed changes or additions to personnel rules, regulations, and policies issued by the Department of Administration and the individual departments, sufficiently in advance to allow discussion and comment by the Federation.

ARTICLE 18 - OTHER

Section 1. Destruction of Clothing or Personal Property. The Employer will provide just compensation for destruction of approved clothing, prosthetic devices, or personal property when loss or damage is caused as a result of aggressive patient behavior, or a work related accident that is not the result of employee negligence. Such loss must be reported to the immediate supervisor prior to the end of the shift during which the incident occurred and a claim be made to local Management within seventy-two (72) hours. Reimbursement will not be provided for damaged items that are covered by insurance provided by the employer or by another payor other than the employee.

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

Section 3. Continuing Education. Management agrees that continuing education is recognized as an essential concept for staff development. Except by mutual agreement, when employees are required by Management to attend workshops, training sessions, or conferences, they will be paid salary, transportation, per diem, and lodging according to state law and policy.

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

Section 4. Health Exams. Employees will be given a PPD test once annually unless a valid medical reason precludes such a test. If the PPD test is positive, the employee will be required to obtain a physician's certification that he/she is free from tuberculosis. If an X-ray is ordered by the physician and it is not covered by the state health insurance plan

or other insurance, the Employer will pay the cost of the X-ray if it is obtained at a place as prescribed by Management.

Section 5. In- and Out-Service Training. The Employer shall post on bulletin boards, notice of any required in/out-service training. Required training which falls during the shift of an employee who is scheduled to work shall be provided on a released, paid time basis for those employees who are required to attend. Should the Employer require off-duty employees to attend training, said employees shall be compensated. Management shall maintain attendance records of training sessions. The Employer shall make an effort to schedule training convenient to personnel on all shifts.

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

Section 6. Training New Employees. The Employer shall provide a program of orientation for new employees. Orientation training may be delegated to other qualified workers within the service area.

Section 7. Seniority Roster. Management will prepare and furnish the Federation with a copy of a seniority roster of the bargaining unit members thirty (30) days after each January 1. Said list shall be deemed accurate; however, an employee who feels his/her seniority date is in error may, by written request, ask for a review of the date shown. Unresolved disagreements may be submitted to the grievance procedure for resolution.

Section 8. Federation-Management Committee. A Federation-Management Committee shall be formed which shall address problems, which may arise, but shall not replace the grievance procedure. The purpose of the Committee is to address identified system problems and is not meant as a substitute for the facility chain of command or as a complaint forum. The Committee will consist of no more than four (4) employees who are selected by the Federation and Employer representatives. Committee members must include staff from nursing and support services. The Labor-Management Committee will address communication and morale issues and oversee any team training. The Committee will have an agenda and prepare minutes for distribution to all staff.

Section 9. Neat and Clean. When reporting for work, employees shall be appropriately attired, groomed and attend to personal hygiene standards which will set an example in keeping with responsible resident patient care.

Section 10. Union Meetings. The Union shall be afforded the opportunity to conduct union meetings in the Community Meeting Center providing said meetings do not conflict with the conduct of the Employer's business and advance approval is obtained from the Superintendent.

ARTICLE 19 - SEVERABILITY

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

ARTICLE 20 - ENTIRE AGREEMENT

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

Therefore, for the duration of this Agreement, the Employer and the Federation each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under Article 1 or under applicable law on any succeeding agreement to take effect upon termination of this Agreement.

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

ARTICLE 21 - PAYROLL DEDUCTIONS

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

ARTICLE 22 - TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2011 and shall remain in full force and effect through June 30, 2013. Negotiations on all matters will commence at least ninety (90) days prior to the expiration date. The parties agreement to submit all proposals on any matter to be addressed in negotiations in writing. The employer will agree to reopen negotiations on applicable economic issues sufficiently in advance of Executive Budget submittal to insure time for adequate negotiations to take place. The

Federation shall have the right to engage in concerted activity after December 31, 2012 for matters pertaining to wages and economic benefits in the 2014-2015 biennium.

ARTICLE 23 - NO STRIKE/NO LOCKOUT

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

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

THIS AGREEMENT is entered into and executed this 16th day of January ~~2012~~ 2013

FOR THE STATE OF MONTANA:

Paula Stoll, Chief
State Office of Labor Relations

Richard H. Opper, Director
Department of Public Health and
Human Services

Joren Underdahl, Administrator
Montana Veterans' Home

FOR THE UNION: Montana Federation of Veterans Home Employees, # 4697

Bill Howell, Field Representative
MEA-MFT,AFT,AFL-CIO

Anne Bullock, President Local #4697
MEA-MFT,AFT,AFL-CIO

PAY SCHEDULE A

Pay Band	Job Code	Title	Hourly Entry	Hourly Midpoint	Hourly Maximum	Annual Entry	Annual Midpoint	Annual Maximum
4	292614	LPN	16.66	20.83	25.00	34,652.80	43,326.40	52,000.00
3	292713	Medical Records Technician	11.28	14.10	16.92	23,462.40	29,328.00	35,193.60
2	311112	Resident Health Aide	8.78	10.97	13.16	18,262.40	22,817.60	27,372.80
3	311133	Nursing Aide	10.94	13.68	16.42	22,755.20	28,454.40	34,153.60
2	352112	Cook	9.66	12.07	14.48	20,092.80	25,105.60	30,118.40
3	352113	Cook	11.58	14.48	17.38	24,086.40	30,118.40	36,150.40
2	353412	Food Service Worker	8.70	10.88	13.06	18,096.00	22,630.40	27,164.80
2	372112	Custodian	8.50	10.63	12.76	17,680.00	22,110.40	26,540.80
2	439612	Administrative Clerk	9.46	11.83	14.20	19,676.80	24,606.40	29,536.00
2	516112	Laundry Worker	8.70	10.88	13.06	18,096.00	22,630.40	27,164.80

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. Pay Adjustments. All employees covered by this agreement will receive a base rate adjustment to 85 % of the midpoint of their occupational pay range in Schedule A of this agreement or $ 00.20 (twenty cents) per hour, whichever is greater. Employees hired on or before May 5, 2012 are eligible for this adjustment.

Section 2. Effective date. The effective date shall be the first day of the first full pay period in May 2012. (May 5, 2012)

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.

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