COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE STATE OF MONTANA

AND

MONTANA NURSES' ASSOCIATION

2011 - 2013

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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.

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 State Veterans' Home, and to adopt measures for the settlement of disputes should they arise, and to create and maintain an amicable relationship between the Employer and members of the bargaining unit.

1.2 It is further agreed that conditions contained herein will apply to all Registered Nurses within the bargaining unit. No bargaining unit member 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 as the exclusive representative of all Registered Nurses employed at the Veterans' Home, with the exception of managerial and supervisory employees as defined by 39-31-103, MCA, for collective bargaining of wages, hours benefits and other terms and conditions of employment and nursing practice.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Management retains the rights to manage, direct, and control functions in all particulars, except as limited by the terms of this Agreement or State law. Such rights shall include but not be limited to:

1. Directing employees.
2. Hiring, promoting, demoting, transferring, assigning, and retaining employees.

3. Relieving employees from duties because of lack of work or funds, or under conditions where continuation of such work would be inefficient or non-productive.
4. Maintaining the efficiency of government operations.
5. Determining the methods, means, job classifications, and personnel by which the Employer's operations are to be conducted.
6. Taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency.
7. Establishing the methods and processes by which work is performed.
8. Making and enforcing reasonable rules for the maintenance of discipline.
9. Insisting upon the rights of each resident or patient to receive the utmost decency and respect possible.
10. Investigating, disciplining and prosecuting employees responsible for misappropriating or misusing State or resident property.

ARTICLE 4 - PROFESSIONAL RIGHTS

4.1 The Employer agrees that all matters relating to the practice of nursing at the Veterans' Home will be in accordance with the Montana Nurse Practice Act, Addendum A and the Collective Bargaining for Nurses Act.

4.2 The Association, on behalf of its members, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care. The Employer recognizes that Registered Nurses are professionals and have professional interests and concerns.

4.3 In the event the Association designates a member employee to act in the capacity as official spokesperson for the Association on any matter, such designation shall be made in writing and shall specify the period covered by the designation. The Association may designate, in writing, two alternate spokespersons.

4.4 A written list of the accredited officers and representatives of the bargaining unit shall be furnished to the agency director immediately after their election, and the agency director shall be notified of any changes of said representatives in a timely manner. It is understood that the old list will be in effect until the new list is provided.

4.5 The internal business of the Association shall be conducted by the employees during their non-duty hours; provided, however, that selected and designated Association officers or appointees shall be allowed a reasonable amount of paid time to investigate and process grievances, including arbitration matters. Such time must be requested in advance from the employee's supervisor and must not unduly interrupt the normal work expectancy. The Employer may place a time limitation on the time away from the work area to preclude neglect of resident related duties. The Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule.

4.6 Should an unsafe situation arise which requires immediate attention, an employee will follow the organizational chain-of-command.

4.7 The Employer shall supply bulletin board space for two (2) 8.5" by 11" sheets adjacent to the time clock at the main nurses station for the purpose of allowing the Association to post notices and other written material that has to do with the conduct of Association business.

4.8 The Association may use the Employer's facilities for Association meetings contingent upon Management approval for each request. Reasonable requests will not be denied.

4.9 With prior written authorization for the employee, Association staff members and local Association representatives shall have the right to inspect and/or copy any of the material in the employee's personnel file, those records are pertinent to matters under discussion and provided such authorization is presented to the personnel officer or his/her representative. Any copy requested may be subject to a copying fee of $.10 per page.

4.10 The Employer shall prepare and provide to the Association one copy of the Agreement.

4.11 A Registered Nurse may request the presence of an Association representative during an investigatory interview that the employee reasonably believes will result in his/her being disciplined. Paid release time may be granted to such a representative contingent upon staffing requirements of the facility.

4.12 Two Registered Nurses in the bargaining unit may be allowed, subject to staffing requirements, two (2) days of leave during October to attend the annual meeting of the Association.

4.13 A new graduate Registered Nurse working under a temporary permit will function under the supervision of a licensed Registered Nurse.

4.14 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 payer other than the Employer.

4.15 Employees shall be provided a PPD test upon employment and once annually thereafter. If an employee tests positive, he/she shall 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 State will pay the cost of the x-ray if it is obtained at a place as prescribed by Management.

4.16 The Association's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations matters, provided that such visitations shall be coordinated in advance with Management, and shall not unduly disrupt work in progress.

ARTICLE 5 - NON-DISCRIMINATION

5.1 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.

5.2 In accordance with State statute, 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. The Employer may, however, enter into a bona fide seniority system that is not structured to perpetuate any past discriminatory practices.

ARTICLE 6 - CONDITIONS OF EMPLOYMENT

6.1 The Employer recognizes the lawful right of members of the Association to self-organize, join, and support the Association for the purpose of engaging in collective negotiations and other lawful concerted activities and for mutual aid and protection. Furthermore, such activities shall be free from interference, restraint, or coercion.

6.2 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 thirty (30) days of active employment, pay to the Association a representation fee as a contribution 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.

6.3 The Employer shall, upon receiving written authorization from the individual nurse covered by this Agreement, or by any other employee who joins the Association, withhold from the paycheck of that nurse membership dues or a representation fee and forward same to the Association through the remittance procedure established by the State's central payroll system.

6.4 The Employer shall, upon receiving written authorization, provide to the Association, a listing of names, home addresses, job titles, and pay classifications for each employee covered by this Agreement. In addition, the Employer shall provide to the Association a listing of newly hired employees, including all the information listed above, and a list of all employees terminated by the Employer, and the reason for such termination. Such list shall be updated as needed.

6.5 Any employee who can document sincere religious belief in a religion whose tenants oppose joining or financially supporting a particular, or any, labor organization will be held in compliance with this Article. They will be requested to present proof to MNA of having contributed the equivalent of a representation fee to any non-religious charitable organization. Management shall not be held liable for enforcement of this section.

6.6 Employees who work less than two (2) shifts per week shall be excluded from representation by MNA and shall not be subject to payment of dues or representation fees. When an intermittent nurse consistently works two (2) shifts per week and the matter is brought to Management's attention, the Association and the Employer shall meet and discuss the matter to attempt resolution. If the parties are unable to achieve resolution, the Association and the Employer shall meet to negotiate whether or not to include the position in the unit.

6.7 The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgements brought or issued against the Employer as a result of any action taken, or not taken, by the Employer under the provisions of this Article.

ARTICLE 7 - PROFESSIONAL CONFERENCE COMMITTEE

7.1 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 mutual and 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.

7.2 The committee shall consist of no more than two people selected by the Employer and two selected by the Association. The committee shall establish its own meeting schedule, not more often than monthly.

7.3 Meetings of the committee may be held on the Employer's property and the committee may use such facilities. One Association representative 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. Management shall insure there is coverage of the Association representative's nursing duties during attendance at Professional Conference Committee meetings. The parties agree that meetings shall be conducted expeditiously and efficiently though preparation and use of such things as agendas.

7.4 The committee shall make recommendations to Management, and Management shall consider the recommendations in making a decision.

ARTICLE 8 - EMPLOYEE DEFINITIONS

8.1 Full-time Employee: An employee who normally works forty (40) hours per week.

8.2 Part-time Employee: An employee who normally works less than forty (40) hours per week.

8.3 Intermittent Employees: An intermittent employee is an employee who shares an aggregate position with others, who works an intermittent schedule based upon the anticipated and unanticipated relief requirements of the Employer, and who has worked less than one thousand forty (1,040) cumulative hours of work.

The benefits for intermittent employees shall be as follows:

a. Health insurance contributions shall not be provided.
b. Holiday accrual when a holiday is worked shall not be provided.
c. Annual leave accrual shall be on a pro rata basis based upon hours worked, but only after establishing eligibility through completion of six months of continuous employment.
d. Sick leave accrual shall be on a pro rata basis based upon hours worked, but only after establishing eligibility through completion of ninety (90) days of continuous employment. Sick leave may only be taken during a period of scheduled work when the employee is rendered unable because of personal illness.

8.4 The probationary period for all new employees hired into permanent, permanent part-time or intermittent positions shall be at the completion of 1040 hours. Thereafter, the employees shall achieve permanent status.

8.5 At the end of three (3) months, a Registered Nurse in a permanent position will have a conference with his/her immediate supervisor to discuss their level of performance and further expectations.

8.6 If for any reason a probationary employee is dismissed or suspended within the first six (6) months of employment, notice of the dismissal or suspension will be given to the employee in writing. Upon written request from the employee, the Employer will provide the reason or reasons for termination.

8.7 A probationary employee is not allowed to grieve under the grievance procedure set forth in the Agreement.

8.8 When transferring from one agency to another within the Department of Public Health and Human Services, sick leave and annual leave will transfer with the employee. Other employee benefits pertaining to transfers will follow State policy and law.

ARTICLE 9 - HOURS OF WORK AND COMPENSATION

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

9.2 A designated work period shall consist of forty (40) hours.

9.3 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.

9.4 The regular work day shall consist of up to twelve (12) hours including a duty-free lunch period of thirty (30) minutes in duration. If a nurse is called back to work during the duty-free thirty (30) minute lunch period, he/she shall be paid for at least, but not more than, thirty (30) minutes of time.

One fifteen (15) minute rest break shall be provided for every four (4) hours worked. Rest breaks may be interrupted for service and may be scheduled at any time during the shift.

The Employer will provide one (1) free meal for each full shift worked. Meal times will be scheduled by the Employer.

9.5 As per statute regarding State employee pay, this bargaining unit must ratify a completely integrated collective bargaining agreement prior to receiving a negotiated increase in pay. Any retroactivity will be negotiable.

9.6 Overtime as provided for in this Agreement shall not be pyramided under any circumstances.

9.7 It is agreed that all employees subject to this Agreement will be paid in accordance with the Broadband Pay Plan contained in Addendum B.

9.8 Overtime. It is hereby agreed and understood that members of this bargaining unit are professionals in their field of nursing, and as such, are exempt employees under the Fair Labor Standards Act.

Overtime shall be paid for all time that is authorized for work in excess of the employees regularly scheduled shift or over forty (40) hours per week

9.9 It is understood that Registered Nurses may be required to work reasonable extra time beyond their scheduled shift. Except in emergency situations, extra time may also be scheduled through mutual agreement.

9.10 Inclement Weather. In the event that a weather condition or 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, compensatory time, accrued holiday leave or leave without pay if 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.

9.11 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.

9.12 Provisional Appointment to Temporary Supervisory Duties: On any shift when a bargaining unit member is assigned as Charge Nurse, he/she shall receive additional pay equal to thirty (30) minutes at time and one-half.

9.13 The Employer will provide health insurance contributions according to 2-18-703, MCA.

ARTICLE 10 - HOLIDAYS

10.1 The following enumerated days shall be the holidays for pay purposes:

New Year's Day ..... January 1
Martin Luther King Jr. Day ..... 3rd Monday in January
Lincoln's & 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
Veteran's Day ..... November 11
Thanksgiving Day ..... 4th Thursday in November
Christmas Day ..... December 25
General Election Day ..... In even-numbered years

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

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 day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period, or as scheduled by the employee and his/her supervisor, whichever allows a day off in addition to the employee's regular day off; provided the employee is in a pay status in his/her last scheduled working day immediately before the holiday or on his first regular scheduled working day immediately after the holiday.

10.3 Permanent part-time employees are entitled to prorated holiday benefits.

10.4 Time worked on Holidays enumerated in 10.1 shall be compensated at the rate of one and one-half (1 1/2) times the employee's regularly scheduled rate of pay plus up to eight hours of banked Holiday time, which can be used at a later date, as approved by Management.

10.5 Holidays accumulated in excess of five (5) days shall be paid at the straight time rate. Accumulated holidays shall not be carried into a succeeding fiscal year. If not used, they shall be paid in the last full pay period prior to each June 30th.

10.6 The primary holidays of Thanksgiving and Christmas shall be rotated among employees to the extent possible; however, in the event a holiday falls within a period of annual leave exceeding five (5) days, preference for the time off shall be granted to the employee taking annual leave.

ARTICLE 11 - LEAVES

11.1 Employees of the bargaining unit are entitled to sick leave benefits as set forth for all State employees in State law and policy, as promulgated by the Department of Administration and the Department of Public Health and Human Services.

11.2 Sick leave taken in excess of earned sick leave can be charged to earned and available annual leave at the employee's option. Sick leave taken in excess of earned sick leave can be charged to leave without pay with the Employer's approval.

11.3 An employee on sick leave or a leave of absence without pay for medical purposes will have the right to return to his/her same position, provided the absence is not in excess of six (6) months.

11.4 Sick leave charges and credits will be charged to the nearest tenth of an hour.

11.5 In positions which require replacement, the employee will inform the Charge Nurse that illness will prevent them from reporting to duty at least four (4) hours before the employee's shift is to begin. For positions not requiring a replacement, at least one (1) hour of notification shall be given. An employee who, for reasons beyond his/her control, cannot notify as described above, will not be penalized for violation of this Section.

11.6 Maternity leave will be provided in accordance with State law.

11.7 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 however, 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.

11.8 An employee's immediate supervisor or the appropriate Management designee may, at his/her discretion, require written substantiation from the employee's healthcare provider of any sick leave charged against the employee's sick leave credits.

11.9 Release time is defined as time an employee is relieved from scheduled duties and work to attend another function.

11.10 Leave Without Pay. Leave without pay is leave that is granted by the Employer only on an exception basis. It is not to be used to extend annual or sick leave and is granted by management in advance of the time requested.

11.11 Military leave shall be granted in accordance with State law.

11.12 Management agrees that continuing education is recognized as a desirable concept for staff development.

a. 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. The institution will make a good faith effort to allow all employees covered by this contract an equal opportunity to attend workshops, training sessions, and conference throughout all levels of the professional nursing staff.

11.13 Jury duty shall be allowed in accordance with State law.

11.14 Leave and continuing health insurance contributions will be provided to eligible employees according to the provisions of the Family and Medical Leave Act of 1993.

ARTICLE 12 - VACATION

12.1 Annual leave shall be provided in accordance with State statute.

12.2 In the event of an employee's death, unused earned vacation time and accrued sick leave 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 part of the employee's personnel file.

12.3 Scheduling of Annual Leave: All leave requests must be submitted on the approved leave request form within the calendar year in which the time off occurs.

Leave requests must be submitted at least twenty (20) days in advance of the date requested or be subject to denial. Emergency leave shall not be subject to the above requirements, but will be administered according to Article 11.7. Approval slips will be returned to the nurse at least ten (10) days prior to the intended leave date. In the event of a leave request submitted less than twenty (20) days, but not more than five (5) days prior to the leave date, the leave slip will be returned at least two (2) working days prior to the requested leave date, except in cases of emergency.

Management will approve and schedule annual leave subject to the requirements of service with scheduling priority based upon the date of submittal.

Employees who cancel their leave request will normally give at least ten (10) days advance notice. If advance notice of ten (10) days is not provided, the requested annual leave will be taken as scheduled.

12.4 If a holiday occurs during a period in which vacation is taken by an employee, the day will be charged as a holiday and not as annual leave against an employee's accrued leave record.

ARTICLE 13 - STAFF DEVELOPMENT

13.1 Performance evaluation conference and review of job descriptions will be held once a year. For new employees, the conference and review shall be held prior to the completion of the probationary period. This evaluation shall be discussed jointly by the employee, the immediate supervisor, or the appropriate Management designee. The evaluation shall include performance planning to provide an opportunity for the employee to correct any deficiencies. All employees shall be provided with a copy of their evaluation and an opportunity to submit a written rebuttal within ten (10) working days to any statement or rating with which they disagree.

13.2 No adverse material may be placed in a personnel file without providing the employee an opportunity to review the material and submit a rebuttal within ten (10) working days of issuance. No employee shall be compelled to sign any document placed in the personnel file. However, if an employee refuses to sign acknowledgment of the materials, a witness shall sign a statement to the fact that the employee refused to sign. The employee shall have the right to state why they refuse to sign.

13.3 Letters of caution, warning, reprimand, or suspension are considered temporary contents of the personnel file of an employee and shall be destroyed no later than twenty-four (24) months after they have been placed in the file, unless such items are applicable to pending legal or quasi-legal proceedings. 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 party to, when such are filed within the applicable statute of limitations.

13.4 An employee may inspect or obtain a copy of any document in his/her personnel file. The Employer may charge a ten cent ($.10) copying fee. Disciplinary letters placed in the personnel file of an employee without conformity with the provisions of this Article will not be used as the basis for any subsequent disciplinary action involving the employee; until and unless, such material is placed in the personnel file in conformity with the provisions of this Article.

13.5 New employees will be provided a period of orientation consistent with their experience and the expectancies of the position assigned, but in no event less than five (5) shifts. This orientation will be provided and conducted by the appropriate Management designee.

13.6 In the case of interdepartmental or promotional changes, orientation will be provided at the request of the individual employee or his/her immediate supervisor with the approval of the appropriate Management designee.

13.7 Management will try to provide in-service to all employees during respective shifts, as staffing patterns permit. It is understood that Management retains the right to establish staffing patterns.

ARTICLE 14 - SENIORITY

14.1 Seniority means the length of continuous service with the agency, in a covered position, since the last date of hire.

14.2 Seniority shall be accrued and calculated on an hourly basis with each full-time employee receiving a maximum of two thousand eighty (2,080) hours for each twelve (12) months of service. Part-time employees shall accrue seniority based on actual hours worked, including overtime, not to exceed a total of 40 hours per week.

14.3 If seniority dates are the same, the tie shall be broken by drawing names from a container. The first name drawn shall be given senior status, but only for the singular application then being adjudicated. Drawings shall be witnessed by a bargaining unit representative.

14.4 Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds sixty (60) working days or after a job-related injury that exceeds twelve (12) months. Previously credited service, however, will not be lost, and an employee who returns to work after absence will retain all prior earned seniority.

14.5 The Employer shall prepare a seniority roster as of December 31 of each year. Each employee's name, date of hire, classification and seniority date shall be itemized. A copy of the roster shall be furnished to the Association by February 1.

14.6 Where qualifications, experience and ability are equal, seniority shall prevail in awarding promotions; the filling of newly created or vacant permanent positions or in lateral transfers within the same classification.

14.7 Where qualifications as enumerated in the position description are met, seniority shall prevail in the selection of employees for layoff within each classification of nurse position.

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 Association. Therein, the employee shall be notified that failure to notify the Employer of his/her intent to return to work.

Recall rights shall be limited to a period of one (1) year following the date of layoff. No permanent employee under this Agreement will be laid off while temporary employees are working.

14.8 An employee who voluntarily accepts recall into a position, other than his/her formerly held classification, forfeits all rights for recall into his/her former class.

Acceptance of temporary work for the Employer shall not affect the employee's right the recall into a permanent position in his/her former job class during the one (1)-year preference period.

14.9 The Employer shall notify an affected employee in accordance with state law in advance of any layoff. The Association shall concurrently be notified.

ARTICLE 15 - CONDITIONS OF EMPLOYMENT

15.1 Positions which are vacated and are filled by a temporary worker for no longer than thirty (30) days need not be posted until Management prepares a position announcement to fill the position with a permanent worker. This section will not be used to circumvent the job posting and/or job bidding process for permanent positions.

ARTICLE 16 - DISCIPLINE AND TERMINATION

16.1 Following completion of the probationary period provided in this Agreement, an employee shall not be disciplined or discharged except for just cause.

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.

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.

16.4 The disciplinary process shall be instituted with due process as expeditiously as possible which normally shall be within forty-five (45) working days of Management's knowledge of the infraction.

16.5 Any 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.

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.

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 aggrieved employee or employee and the Association consider the decision of the director to be unsatisfactory, the Association shall notify the director, 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 Within ten (10) working days after such written notice of intention is delivered to the director, the Association and the director shall ask the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators.

17.3 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.

17.4 Each party shall share equally the cost of the impartial arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all cost. If each party requests the transcript, they shall equally share the cost.

17.5 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 - SEVERABILITY

18.1 In the event that 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 expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

ARTICLE 19 - ENTIRE AGREEMENT

19.1 The parties to this Agreement acknowledge that the understandings and agreements arrived at by the parties are herein set forth in their entirety; therefore, the Employer and the Association for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to, in any way, restrict parties from commencing negotiations under Article 21 or under applicable law on any succeeding Agreement to take effect upon termination of this Agreement.

19.2 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 from time-to-time as deemed necessary in so far as such rules, regulations, directives and orders that effect the members of the bargaining unit covered by this Agreement are not inconsistent with the terms of this Agreement or any Supplemental Agreements to this Agreement and are not inconsistent with the laws of the State of Montana and federal laws.

ARTICLE 20 - MANAGEMENT SECURITY

20.1 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 herein recognize the need for continuous and reliable service to the public. Neither the Association nor any of its officers, agents, or any employees covered by this Agreement will engage in any strike or other interference with the operations of the institution at any time during the term of this Agreement as provided in Article XXI (term). 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 establish that such can be required, it is recognized that appropriate administrative and/or legal action may be initiated by Management.

ARTICLE 21 - TERM

21.1 The term of this Agreement will be from July 1, 2011 through June 30, 2013. 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.

21.2 If the Association gives such notice, it agrees to notify the chief, State Labor Relations Bureau in writing of such requested negotiations and at the same time to notify the director of the Department of Public Health and Human Services.

21.3 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, 2012 on wages, benefits and other economic issues for the 2014-2015 biennium.

21.4 In witness whereof the parties hereto, acting by and through their representatives, have hereunto set their hands the day and year written above.

IN WITNESS THEREOF, the parties hereby affix their signatures as of this 25th day of Sept 2012

FOR THE STATE OF MONTANA:

Paula Stoll, Chief
State Office of Labor Relations

Anna Whiting Sorrell, Director
Department of Public Health and Human Services

Joren Underdahl, Administrator
Montana Veterans Home

FOR THE MONTANA NURSES ASSOCIATION:

Bill Smith, Labor Relations Specialist
Montana Nurses Association

Maureen Stanaway RN
~~Margaret~~ Stanaway, President
Montana Veterans Home Nurses Association

PAY SCHEDULE A

Pay Band	Job Code	Title	Hourly Entry	Hourly Midpoint	Hourly Maximum	Annual Entry	Annual Midpoint	Annual Maximum
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. 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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