

19-452
Agreement

AGREEMENT

**MONTANA NURSES ASSOCIATION
LOCAL UNIT #37**

AND

BUTTE-SILVER BOW CITY/COUNTY

JULY 1, 2017 TO JUNE 30, 2020

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This Agreement is made and entered into by and between the City and County of Butte-Silver Bow, Montana, hereinafter referred to as the "Employer", and the Montana Nurses' Association, hereinafter referred to as the "Association".

ARTICLE 1 – RECOGNITION

Section 1: The Employer recognizes the Association as the exclusive representative for all Registered Nurses employed by the City and County of Butte-Silver Bow, Montana with the exception of managerial and supervisory employees as defined by 39-31-103, MCA, for collective bargaining of wages, hours, benefits, other terms and conditions of employment, and nursing practice.

Section 2: Any present or future employee who is not an Association member and who does not become a member of the Association, shall, within 30 days of active employment pay to the Association a representation fee. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after written notice to the Employer from the Association. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this section.

Section 3: The Employer shall, upon receiving written authorization from the individual employee covered by this Agreement, withhold from the paycheck of that employee membership dues or a representation fee. Withheld amounts shall be forwarded to the Association office on a monthly basis following actual withholding together with a record of the amount and names of those for whom deductions have been made.

Section 4: The Employer will provide to the Association, a listing of names, home addresses, and job title for each employee covered by this Agreement. In addition, the Employer shall provide to the Association a listing of new hires and terminations during the term of this Agreement.

ARTICLE 2 – PURPOSE

The purpose of this Agreement is to establish wages, benefits, and working conditions for Registered Nurses/Advanced Practice Registered Nurses, as well as the means and mechanism for resolving workplace disputes which fall under the jurisdiction of the Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as such are expressly and specifically modified or waived by the terms of this Agreement, the Association shall recognize the prerogative of the Employer to operate and manage the affairs of the City and County of Butte-Silver Bow, Nursing Services in such areas as, but not limited to: direct employees; hire, promote, transfer, assign, and retain employees; relieve employees from duties because of lack of work or funds under conditions where continuation of such work be inefficient

and non-productive; maintain the efficiency of government operations; determine the methods, means, job classifications, and personnel by which government operations are to be conducted; take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; establish the methods and processes by which work is performed.

ARTICLE 4 – PROFESSIONAL RIGHTS

Section 1: The Employer agrees that all matters relating to the practice of nursing for the City and County of Butte-Silver Bow, Montana will be in accordance with the Montana Nurse Practice Act and the ANA Code for Nurses.

Section 2: The Association, on behalf of its member, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care. The Employer recognizes that nurses are professionals and have professional interests and concerns.

Section 3: The authorized representative of the Association or his/her representative provided they provide prior notification to the Employer or his/her representative shall have access to the premises of the Employer in order to investigate complaints or grievances so long as the work of the employee does not become interrupted.

Section 4: Employees have the right to refuse to work under conditions, which are unsafe for employees and/or patients or for conditions or duties for which the employee has not been adequately oriented and trained. Employees must provide prior notification of the conditions or duties to their immediate supervisor before refusing to work.

Section 5: The Employer shall supply adequate bulletin board space for the purpose of allowing the Association to post notices or other written material that has to do with the conduct of the Association's business.

Section 6: With prior written authorization from 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 provided such authorization is presented to the Employer or his/her designated representative.

Section 7: The Employer shall prepare and make available to each employee in the bargaining unit a copy of this Agreement. The Employer shall also provide the Association with one (1) copy of the Agreement.

Section 8: Whenever there is a meeting between a nurse and the supervisor or administrator, which may result in disciplinary action, the nurse shall be advised of the right to have an Association representative present.

ARTICLE 5 – NON-DISCRIMINATION

Section 1: The Employer agrees that it will not discriminate against any nurse applicant or any nurse employee, either in hiring, promoting, or assigning to positions, or in regard to any other item or condition of employment, because of race, color, ancestry, religious or political belief, sex, age, marital status, or activity on behalf of the Association. All items contained within this Section are not subject to the provisions of Article 12 (Grievance and Arbitration) of this Agreement.

Section 2: To comply with the Americans With Disabilities Act and other applicable laws ensuring equal employment opportunities to qualified individuals with a disability, reasonable accommodations are made for the known physical or mental limitations of an otherwise qualified individual with a disability unless an undue hardship, direct threat to health and safety or other job-related consideration exists.

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

ARTICLE 6 – MAINTENANCE OF BENEFITS

Section 1: The Employer agrees that all conditions of employment consistent with rules and regulations of the State of Montana, and the Board of Health shall remain in effect at the time of the signing of this Agreement. Definitions and pro-ration of employee benefits shall be in accordance with state law. (MCA, Section 2-18-601 et seq. and 2-18-701 et seq.)

Section 2: In the event that any provision of this Agreement shall at any time be made invalid by applicable legislation or be declared invalid by any Court of competent jurisdiction; such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not made invalid shall remain in full force and effect.

ARTICLE 7 – PROFESSIONAL CONFERENCE COMMITTEE

Section 1: The purpose of this Committee shall be to facilitate communication and cooperation between professional nurses and management; to establish a forum for open discussion of mutual concerns, including but not limited to staffing levels, work schedules, training and education, public health policy, and professional concerns; to identify problem areas between nurses and other programs of City-County Health Department and the City-County Board of Health; to improve understanding of problems and needs of professionals and management.

Section 2: The Committee shall consist of members of the Association, as selected by the Association and members of management, as selected by the Health Director. The Committee shall meet monthly and will have a written agenda of topics for discussion to facilitate the best use of time for all involved. If neither the Association, nor management has agenda items, the meeting will be cancelled with sufficient notice to schedule other work-related matter in its place. Special meetings will be called with 48 hours notice to the other party should pressing issues be recognized that require attention before the next scheduled meeting.

Section 3: Meetings of the Committee may be held on City-County property and use such facilities. All time spent in Professional Conference Committee and any standing committees will be considered as time worked.

Section 4: The Committee shall make recommendations to management and management must respond to the Committee's recommendations in a timely manner.

Section 5: In the event a problem is perceived in a policy adopted by the Employer relating to nursing employment conditions, the policy will be discussed in Professional Conference Committee before it is implemented.

ARTICLE 8 – ORIENTATION

Section 1: New employees shall be given at least two weeks orientation respective to work responsibilities upon employment. All nurses will be introduced to all programs and personnel and will be oriented to Health Department programs in which they will be expected to provide coverage and/or assistance in program functions. Nurses who have been permanently transferred will be given two weeks of orientation while on duty. Additional orientation time may be granted if deemed necessary by the Employer and or the employee.

Section 2: With mutual agreement, nurses may be cross-trained. Training schedule will be arranged by the Professional Conference Committee. Nurses will be cross trained to work in selected nursing departments within the Health Department and will be assigned by management or incident command. Nurses performing duties outside of the division or program will be responsible to report activities to the returning primary nurse. Nurses will receive at least two weeks training in each division, or as mutually agreed upon.

ARTICLE 9 – JOB DESCRIPTION

Each nurse, upon employment or upon request, shall be provided with a written job description by the Employer setting forth job requirements, duties, general responsibilities and expectations of the position. Nurses will be provided copies of job descriptions as they are modified or updated.

ARTICLE 10 – EVALUATION GUIDELINES

To meet evaluation criteria a performance appraisal must be:

- Developed within the framework of the institution's written policies.
- Based on expectations as stated in the job description for the position; the awareness of these expectations by both the evaluator and the nurse must be a continuing process beginning at the time of employment.
- Based on the merits of the individual as measured against the job description and not in comparison with the performance of others.
- Written and presented by an evaluator who:
 - Knows specifically whom he/she is observing for purposes of evaluation.
 - Has made actual and frequent observations of performance.
 - Has been responsible for Program activities and/or day-to-day guidance of the nurse's growth and development.
- Prepared prior, and presented in, an evaluation conference which must be conducted by the person writing the evaluation. This conference must be conducted on a planned basis with foreknowledge of the nurse as to time and place.
- Prepared and presented prior to completion of the first 90 days, no less than annually thereafter, and immediately prior to termination.
- Signed and dated by both the evaluator and nurse to signify that the evaluation has been reviewed in conference. The nurse will have the opportunity to make written comments on the evaluation, which shall be made part of the evaluation.

ARTICLE 11 – STAFF DEVELOPMENT

Section 1: The Employer encourages all employees to improve their job skills and opportunities for promotion and professional development. The Employer may grant a nurse leave with pay to attend courses, institutes, workshops, seminars and other meetings of an educational nature with the approval of their supervisor.

Section 2: In-service will normally be scheduled during regular hours of work, whenever possible. Both continuing education and mandatory training will be considered in-service.

Section 3: One member representing the local unit shall be allowed two days of paid leave, or two members representing the local unit shall be allowed one day paid leave each, to attend Montana Nurses' Association workshops, seminars, and state convention. The leave must be submitted in writing to the Employer at least (14) days in advance of the scheduled activity. It will be the responsibility of the employee to arrange coverage of the program, if necessary, to allow for uninterrupted care of the patients of that program. Travel expense, including mileage, lodging, and meals, will be the responsibility of the employee, not the program.

Section 4: The Employer shall provide up to \$350 per employee towards specialty certification fee and state application on a one-time basis only. The Employer shall provide up to \$150 in any two year period for the costs of APRN re-certification. The Employer shall reimburse the APRN up to

\$360 every three years for cost related to Prescriptive Authority/DEA. The Employer shall reimburse the Level 1 and 2 Registered Nurse up to \$150.00 in any two year period for state licensure. Each permanent APRN shall receive reimbursement for continuing education to maintain licensure and clinical competency in family planning practice that will be included in a plan approved by their supervisor and the Health Director.

Section 5: In recognition of new licensure requirements that will be enacted as of January, 2011, the employer agrees to assume the cost of CEU requirements for RN's (12 CEU's per year) up to a maximum of \$500 annually and for APRN's a maximum of \$2000 annually (20 CEU's/5 of which are pharmacy credits). This amount is inclusive of all travel expense related to CEU accrual for that year. After the total yearly amount has been used travel and CEU expense is the responsibility of the employee. All other restrictions apply including coverage for program to ensure client service provision, authorization prior to making any travel arrangements, appropriate conference content for assigned duties. It is the request of the employer that any CEU opportunities that arise In-State, Web-based, or iLinc presentations will be preferable due to economic advantage. In the event CEU's are not available In-State and are appropriate content for employment responsibilities for this department, consideration will be given to out-of-state opportunities (must have approval prior to travel arrangements being made). It is the responsibility of the employee to ensure adequate CEU's are obtained for re-licensure every two years.

Section 6: Employees who have received and maintain current nursing specialty certification in an area directly related to an employee's assigned duties shall be compensated an additional \$0.50 per hour. Approval of the certification specialty is at the sole discretion of the Department Head. Nursing specialty certifications shall be issued by an accredited institution. No employee shall be compensated for more than one nursing specialty certification. Newly hired employees who hold a current nursing specialty certification may receive nursing specialty certification pay from the first day of employment.

ARTICLE 12 – GRIEVANCE AND ARBITRATION

Section 1: A grievance shall be defined as a dispute between the parties over the interpretation or application of the terms and provisions of this Agreement.

Step 1: A grievance shall first be taken up in writing or verbally by an employee or employees and their immediate supervisor within 10 working days of knowledge of the event giving rise to the grievance. The immediate supervisor shall provide a response in writing to the grievance within 10 working days from the date they became aware of the grievance.

Step 2: In the event the grievance remains unresolved, within 10 working days of the receipt of the immediate supervisor's response, the grievance will be advanced to the Director of the Department of Health. The Director shall have 10 working days to meet, confer and provide a written response to the grievance.

Step 3: In the event the Step 2 process fails to resolve the grievance, the grievant shall within 10 working days of the Step 2 Director's response, advance the grievance to the Chief Executive. The Chief Executive shall provide a response to the grievance in writing within 10 working days of receipt of the grievance. In the event the grievance remains unresolved, the Association within 10 working days of the Chief Executive's response shall advance the grievance to arbitration.

Section 2: Working days shall mean all days except weekends and holidays. The time limits set forth herein may be extended by mutual agreement between the parties in writing. If the grievant misses one of the above steps, the grievance is automatically dropped. If the Employer misses a step, it automatically proceeds to the next step.

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

Section 4: Arbitration – In the event a grievance is submitted to arbitration, the Employer and the Association shall request a list of 5 arbitrators from a list requested of the Board of Personnel Appeals, State of Montana, unless both parties agree to use a list provided by the Federal Mediation and Conciliation Service. The parties shall flip a coin to determine which party should strike the first name on the list; the parties shall alternately strike names until one name remains. Arbitration costs shall be shared between the two parties.

The decision of the arbitrator shall be final and binding upon the Employer, employee and the Association. The arbitrator selected shall be requested to render a decision within thirty (30) days following the arbitration hearing. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision, which would amend, change, subtract from or add to the provisions of this Agreement. If one of the parties requests transcripts of the proceedings, that party shall pay all costs for such transcripts. If each party requests transcripts, they share the costs equally.

ARTICLE 13 – SENIORITY

Section 1: All nurses shall accrue seniority from the date of their most recent employment with the Employer after completion of the probationary period provided herein. Seniority shall be determined by the length of continuous employment. The Employer shall post a seniority list of nurses showing their continuous employment, and indicating permanent, full-time and part-time nurses.

Section 2: All nurses will accrue and be credited with seniority from their initial date of continuous employment with the Butte-Silver Bow Health Department and shall be maintained with in-house transfers. House-wide seniority will include credit given for previous experience and actual

time in service to the Department. Credit for previous experience must be re-evaluated when transferring to another area for relevance to the new position based upon Article 20 – WAGES – Section 4.

Section 3: Probationary nurse is a regular full-time or part-time nurse in the first six (6) months of their employment. The Employer may at his/her option add an additional three (3) months in individual instances.

Section 4: Provided qualifications and ability are equivalent, promotions, transfers, and recall following lay-off shall be governed by seniority; lay-offs shall be governed by reverse seniority. No permanent full-time or part-time employee shall be laid off while temporary employees are employed in the same job classifications.

Section 5: A lay-off is defined as a separation from employment for reasons not reflecting discredit on a nurse. The nurses affected and the Association shall be advised of lay-offs in writing, stating the reason at least 30 days in advance, if possible. Nurses voluntarily terminating their employment with the City and County of Butte-Silver Bow shall give notice in writing, stating the reason, at least ten (10) working days in advance.

Section 6: Seniority shall terminate: if the employee is discharged; if the employee quits voluntarily; if the lay-off is for a period of twelve months or more; if the employee fails to accept and report to work within ten (10) working days after notification of recall; if the employee obtains a leave of absence by false or misleading statements.

ARTICLE 14 – HOURS OF WORK

Section 1: Eight (8) hours of work between 7:00 a.m. and 5:00 p.m. on a weekday (not a Holiday) shall constitute a regular workday and forty (40) hours shall constitute a regular workweek. Nurses authorized to work in excess of eight (8) hours in a day or forty (40) hours in a work week shall be paid at one and a half times (1-1/2 x) their base rate of pay.

Compensation for all scheduled visits that staff responds to during the availability period will be compensated as follows:

Between 5:00 p.m. and Midnight = minimum 1 hour at 2 times the hourly rate.

Between Midnight and 7:00 a.m. = minimum 1 hour at 3 times the hourly rate.

Cellular phones will be provided to all nurses that are providing on call services for the department.

Section 1A: Home Health Call

Home Health phone-call availability from 5:00 p.m. to 9:00 p.m. will be paid at a rate of \$40.00 for the four (4) hours. All call hours will be offered to the Home Health Nursing staff first. Any remaining available call hours will be offered to any qualified RN with the Department.

Section 2: All overtime claimed must be authorized by the supervisor of the individual department, i.e. Home Health, Public Health, WIC, or Family Planning.

Section 3: The Flex Time policy of the Health Department shall apply to work scheduled outside the normal business hours (8:00 a.m. to 5:00 p.m.), Monday through Friday and shall be approved by the department supervisor.

Section 4: A work day shall consist of eight (8) hours of continuous work, unless the affected nurse and Employer by mutual agreement establish innovative work schedules.

Section 5: Emergent Availability - In the event a significant Communicable Disease outbreak occurs in the Community/County, all nurses employed by Butte-Silver Bow will be available upon request and assigned to duties as deemed necessary by the event for investigation, client interview, and/or vaccination clinics to ensure the health and safety of the community at large. Such activities will continue until the threat to the community has been resolved. Compensation for the above situation will be determined on an hourly basis for hours worked and allowances made for the current contract language regarding overtime work beyond 40 hours per week.

ARTICLE 15 – USE OF TOOLS AND EQUIPMENT

Section 1: The nurse’s day sheet or travel log shall be utilized as a trip authorization form to record all employee job related travel. The Employer shall provide the maximum mileage allowance provided under Butte Silver Bow Policy or the Federal Standard Mileage rate, whichever is greater. Employees will be required to use a health department vehicle when an appropriate vehicle is available.

Section 2: In the discretion of the employer, a cellular smart phone or other device may be provided to employees who have a need for such device for safety purposes or to perform the necessary functions of their jobs in accordance with County Policy #102 of October 3, 2013 Mobile Computing.

ARTICLE 16 – HEALTH AND WELFARE

Section 1: The Employer agrees to pay as indicated below per month toward the total cost of the premium of the Butte-Silver Bow Group Health Insurance Plan for bargaining unit members.

Coverage Tier	Employer Contribution Fiscal Year 2018 ending June 30, 2018	Employer Contribution Fiscal Year 2019 ending June 30, 2019	Employer Contribution Fiscal Year 2020 ending June 30, 2020
Employee Only	\$1,083.26	\$1,113.26	\$1,143.26
Employee + 1	\$1,113.94	\$1,143.94	\$1,173.94
Employee + Family	\$1,127.88	\$1,157.88	\$1,187.88

Section 2: It is agreed and understood that if the total cost of the premium is less than the Employer's contribution, then the difference shall not be deferred to wages, pension and/or other fringe benefits.

Section 3: The Employer agrees to pay the employer health insurance premium contribution for all members of the bargaining unit who are enrolled in the Plan and regularly work twenty (20) or more hours per week.

Section 4: Retired employees and their dependents may remain under the Group Insurance Benefits plan provided they have satisfied the Eligibility Requirements prior to retirement, and they pay the full premium as required by the respective plan. In this regard and in compliance with 2-18-704, MCA (as amended), the following applies:

Employees who retired from active service under appropriate retirement provided by law may remain a member of the group until they become eligible for Medicare under the federal Health Insurance for the Aged Act, 42 U.S.C. 1395, as amended, unless he/she is a participant in another group plan with substantially equivalent benefits and rates, or unless he/she is employed and therefore eligible to participate in another group plan with substantially equivalent benefits and rates.

The Spouse of a retired member may remain a member of the group unless he/she is eligible for equivalent insurance coverage as stipulated above.

The Surviving Spouse of a deceased member may remain a member of the group as long as the spouse is eligible for retirement benefits accrued by the deceased employee unless he/she is eligible for equivalent insurance coverage as stipulated above.

The spouse of a retiring member shall be provided the opportunity to convert a group policy to individual coverage. The Children of a retired member may remain members of the group unless they have equivalent coverage in another plan.

The Surviving Children of a deceased member may remain members of the group as long as they are eligible for retirement benefits accrued by the deceased member unless they have equivalent coverage in another group plan or are eligible for health coverage under a surviving parent's or legal guardian's employment plan.

Persons meeting these requirements who wish to remain a member of the Group Insurance Benefits plan must furnish satisfactory evidence of their qualifications to the Personnel Office within twenty (20) days after such eligibility commences and make arrangements for payment of dues through the group.

ARTICLE 17 – LEAVES

Section 1: Annual Leave - Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. For calculating vacation leave credits, 2080 hours (52

weeks x 40 hours) shall equal one (1) year. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

Seasonal employees shall earn vacation credits. However, such persons must be employed six (6) qualifying months before they may use the vacation credits while in a leave-without status.

Permanent part-time employees are entitled to pro-rated annual vacation benefits if they have worked the qualifying period. An employee may not accrue annual vacation leave credits while in a leave-without-pay status.

Temporary and contract employees do not earn vacation leave credits, except that a temporary employee who is subsequently hired into a permanent position within the same jurisdiction without a break in service and temporary employees who are employed continuously longer than six (6) months may count as earned leave credits for the immediate term of temporary employment.

Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

An employee who terminates his employment for reason not reflecting discredit on themselves shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth above. However, if an employee transfers between agencies of the same jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

Except as provided in the paragraph below, annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

It is the responsibility of the head of an employing agency to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited, and the employing agency denies the request, the excess vacation leave is not forfeited, and employing agency shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited.

If a holiday(s) occurs during the period in which vacation is taken by an employee, the holiday(s) shall not be charged against the employee's annual leave.

In the event of death of an employee, unused earned vacation time shall be paid the employee's heirs at the current rate of pay.

Choice of vacation dates shall be granted whenever practical, but requests may be denied on the basis of the Employer's operating requirements. When more employees than can be spared request a particular period, preference will be in the order that requests are submitted.

For the purpose of the Article, payment for vacation time is based on an eight (8) hour day at the employee's regular straight time hourly rate. Vacations will be approved and granted on the same basis.

Leave of absence without pay may be used to extend regular vacation, with prior approval of the Employer. If an employee has maintained the required number of hours in a pay period to maintain eligibility for benefits and chooses to take a day off as leave without pay, the Employer will approve such leave if the employee arranges for coverage of the shift.

Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to total years of employee's employment with an agency whether the employment is continuous or not:

<u>Years of Employment</u>	<u>Working Day Credit</u>
Day 1 to 10 years	15
10 years to 15 years	18
15 years to 20 years	21
20+ years	24

Covered employees on the payroll April 1, 2003 who are receiving time served in the military toward the vacation leave credit provided for in this section outside of the provisions of 2-18-614, MCA shall continue to receive such credits. Covered employees who petition for such credit after April 1, 2003 shall not have military time credited as provided above.

Section 2: Sick Leave – Each permanent fulltime employee shall earn sick leave credits from the first day of employment. Sick leave may be used when the employee is ill or there is an illness in an immediate family member. Immediate family is defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren, nieces, nephews, or spouse's parents, spouse's siblings, and spouse's grandparents. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one (1) year. Sick leave credits shall be credited at the end of each pay period.

Sick leave credits shall be earned at the rate of 12 working days per year of service without restrictions as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed ninety (90) days.

An employee may not accrue sick leave credits while in a leave-without-pay status.

Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

An employee who terminates employment with the Employer is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he terminates his employment with the state, county or city. If an employee is laid off, the agency will allow the employee to maintain accrued sick leave for a period of one (1) calendar year from the effective date of layoff, even though separated. The employee shall not use any accrued sick leave during this period. The employee may utilize accrued sick leave credits if re-instated or re-employed during the one calendar year. If the employee is not reinstated or re-employed during the preference period, the employee shall be cashed out, at the salary rate the employee earned at the effective date of layoff. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971. The payment therefore shall be the responsibility of the agency wherein the sick leave accrues. However, no employee forfeits any sick leave or benefits he had accrued prior to July 1, 1971. However, where an employee transfers, the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee. An employee who receives a lump-sum payment pursuant to this Section and who is again employed by any agency shall not be credited with any sick leave for which the employee has previously been compensated.

Absence from employment by reason of illness shall not be chargeable against unused vacation credits unless approved by the employee.

The Employer may require medical verification of sick leave use if sick leave abuse for any employee is suspected.

Abuse of sick leave is cause for dismissal and forfeiture of the lump sum provided for in this act. "Sick Leave" means a leave of absence with pay for the sickness suffered by an employee or his immediate family.

Employees returning to work after an illness shall attempt to give twelve (12) hours notice before the beginning of their shift of their intent to return to work

A Sick Leave Grant Program is established which will allow the direct granting or donation of accrued sick leave to qualified employees who suffer an extensive illness or accident and who have exhausted all leave benefits. The program is strictly voluntary and shall be administered in accordance with the policy adopted by the Council of Commissioners on January 6, 1988.

Section 3: Maternity/Adoption Leave - A permanent employee is eligible for maternity/adoption/parenting leave of absence not to exceed a reasonable period of time from the date of birth/adoption. The employee shall be entitled to receive sick or other leave benefits that have been accrued pursuant to this Agreement.

By the end of the fourth month of pregnancy, an employee shall give her department head a statement from her health care professional, which indicates 1) the approximate date of delivery and 2) whether she is physically capable of performing her normal work duties. This statement shall

be sent to the department head for incorporation into the personnel folder. The employee shall thereafter furnish the Employer a monthly statement from the health care professional stating whether she is capable of continuing to perform her normal work duties. The employee shall notify the Employer of the commencement date of her maternity leave and at the earliest possible time in order that the Employer may make proper arrangements for assuring continued performance of the employee's duties.

The final commencement of the leave shall be mutually determined by the employee and the department head, but shall not be later than the date recommended by the employee's health care professional, taking into consideration the desires of the employee.

Parenting leave shall be made available to both parents.

The employee shall give the Employer two weeks notice, in writing, of her/his intention to return to work. On return, the employee will be reinstated without loss of service, to the same position and pay she/he held prior to using such leave.

Section 4: Professional Leave – Employees shall be allowed up to 6 days of paid leave to attend workshops, seminars, and other job related meetings provided the leave is approved by the supervisor and it does not interfere with the efficient operation of the services. Attendance at such meetings shall be for the mutual benefit of the Employer and the employee and the request for such leave must be submitted in writing to the Employer at least fourteen (14) days in advance of the scheduled activity. Participation in such workshops, seminars and related meetings will be at the discretion of the Employer.

Section 5: Jury Duty and Witness Leave – Each employee who is under proper summons as a juror or witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror's or witness fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to charge her/his juror or witness time off against annual leave she/he shall not be required to remit to the Employer any expense or mileage allowances paid by the court. The Employer may request the Court to excuse an employee from jury duty if they are needed for the proper operation of the department.

Section 6: Military Leave – A state, city, town, or county employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of at least 6 months must be given leave of absence with pay accruing at a rate of 15 working days within a calendar year for performing military service.

Military leave may not be charged against the employee's annual vacation time. Unused military leave must be carried over to the next calendar year, but may not exceed a total of 30 days in a calendar year.

Section 7: Bereavement Leave – Where there is a death in an immediate family member up to five (5) days of accrued sick leave time may be granted. Immediate family is defined as: spouse,

children, parents, siblings, grandparents, grandchildren, nieces, nephews, or spouse's parents, siblings, or grandparents.

Section 8: Leave without Pay – An employee who has successfully completed the probationary period shall be entitled to take leave of absence without pay for good and sufficient reasons as determined by the Employer, provided however, the Employer may require a doctor's certificate or other proof of need for such leave. Leaves of absence will be granted for periods up to nine (9) months and may be extended by written permission by the Employer. Requests for leave of absence must be submitted in writing and approved by the Employer.

An employee may not take other employment during a leave of absence without written authorization from the supervisor. Personnel may be terminated for failure to return to employment at the expiration of a leave of absence or falsification of reasons to justify the request for a leave of absence.

Employees on leave of absence shall not be entitled to any of the benefits set forth in this Agreement except that employees on a granted medical leave of absence shall continue to accrue seniority.

Section 9: Personal Leave – Upon completion of the probationary period, members of the bargaining unit shall be entitled to three (3) days of personal leave each contract year subject to the following limitations: 1) the leave will not accrue from year to year if it is not taken; 2) the employee will attempt to give 48 hours advance notice to the Employer; 3) the request must not disrupt the efficient operation of the Employer and must be approved in writing by the supervisor; and 4) the personal leave days may not be cashed out if not used during the year. Employees shall receive twenty four (24) hours of pay at regular straight time hourly rate of pay. In the event that more employees request personal leave than can be spared on a particular day, approval of leave shall be made on the basis of seniority.

ARTICLE 18 – HOLIDAYS

Section 1: Employees shall be granted the following holidays without loss of pay. Full time employees shall receive eight (8) hours of pay at the applicable straight time hourly rate as set forth in Article 20 of this Agreement.

New Year's Day, January 1
Martin Luther King Day, the third Monday in January
President's Day, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Columbus Day, the second Monday in October
Veteran's Day, November 11
Thanksgiving Day, the fourth Thursday in November
Christmas Day, December 25
State General Election Day

Observed holiday dates and actual holiday dates shall be compensated at the same rate.

Section 2: Home Health Nurses – On Call Holidays – Nurses shall receive 1-1/2 times their hourly rate of pay for working a holiday and will be awarded 8 hours of compensatory time as well. There will be no 5:00 p.m. to 9:00 p.m. phone availability on designated holidays. Holidays will be scheduled voluntarily if desired or on a rotating basis. A schedule of holidays worked will be maintained by the supervisor to assure fair assignment of holiday duty.

Section 3: Employees shall be granted their birthday without loss of pay at the applicable straight time hourly rate as set forth in the wage scale provided they notify the Employer seven (7) days in advance and the request must not disrupt the efficient operation of the department. Employees shall be granted another day off if they work their birthday if employees birthday falls on a non-scheduled work day. Should an employee choose to work their birthday, they will not receive holiday pay or additional compensation time.

Section 4: Permanent part-time employees are entitled to pro-rated holiday benefits.

ARTICLE 19 – DISCIPLINE AND TERMINATION

Section 1: Following completion of the probationary period provided in this Agreement, an employee shall not be disciplined or discharged except for just cause.

Section 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.

Section 3: It is further agreed that the progressive action referenced above shall be administered uniformly in conformance with the Discipline and Termination Policy for Union Employees as adopted by the Employer.

Section 4: Discipline shall be instituted within ten (10) days of management's knowledge of the infraction giving rise to the discipline.

Section 5: Any disciplinary action hereunder shall be subject to the grievance and arbitration clause of this Agreement.

ARTICLE 20 - WAGES

Section 1: Effective July 1, 2017, the Employer will provide a 1.5% increase to the employees' current wage rates.

Effective July 1, 2018, employees will receive half the difference between the July 1, 2017 wage rates and the July 1, 2019 wage rates, plus implementation of the new longevity schedule. Longevity pay will be paid in a lump sum payment on each employee's anniversary date.

Because Helen McCloskey's July 1, 2017 increase of 1.5% will place her at the top of the BSN wage classification (\$31.67), she will receive a 1.5% increase to her base hourly wage rate on July 1, 2018 and July 1, 2019.

Effective July 1, 2019, employees will receive wage increases on their anniversary date based on their date of entry into the bargaining unit, with the exception of Karen Maloughney, who will continue to receive three (3) years of credit for her prior nursing experience.

The wage matrix below includes the following Nursing levels:

- Registered Nurse (RN)
- Advanced Practice Registered Nurse (APRN)

The rates are based on a schedule of automatic progression for permanent full-time and part-time employees according to compensated hours:

Wage		
Base Hourly Wage Starting July 1, 2019		
Year	APRN	RN
1	\$39.14	\$26.15
2	\$39.58	\$26.44
3	\$40.02	\$26.73
4	\$40.46	\$27.02
5	\$40.90	\$27.31
6	\$41.34	\$27.60
7	\$41.78	\$27.89
8	\$42.22	\$28.18
9	\$42.66	\$28.47
10	\$43.10	\$28.76
11	\$43.54	\$29.05
12	\$43.98	\$29.34
13	\$44.42	\$29.63
14	\$44.86	\$29.92
15	\$45.30	\$30.21
16	\$45.74	\$30.50
17	\$46.18	\$30.79
18	\$46.62	\$31.08
19	\$47.06	\$31.37
20	\$47.50	\$31.67

Longevity			
Longevity Schedule (Starting July 1, 2018)			
Years	Annually	Years	Annually
6	\$300.00	19	\$950.00
7	\$350.00	20	\$1,500.00
8	\$400.00	21	\$1,500.00
9	\$450.00	22	\$1,500.00
10	\$500.00	23	\$1,500.00
11	\$550.00	24	\$1,500.00
12	\$600.00	25	\$1,500.00
13	\$650.00	26	\$1,500.00
14	\$700.00	27	\$1,500.00
15	\$750.00	28	\$1,500.00
16	\$800.00	29	\$1,500.00
17	\$850.00	30	\$1,500.00
18	\$900.00	Taxes Levied	

These schedules are calculated on the Employee's date of entry into the bargaining unit.

Section 2: Nurses who work any weekend shall receive a one dollar fifty cents (\$1.50) weekend shift differential for all hours worked.

Section 3: A per-diem RN or APRN is a nurse who works on a day-to-day basis as needed by Family Planning/Public Health Program or Home Health Program or WIC and is not regularly scheduled. Per-diem nurses shall be on a salary scale at one-half the step rate (e.g. first step increase will be one year from date of employment and so forth). No per-diem employee can replace a permanent full-time or part-time employee if a layoff should occur. Per-diem nurses will not be utilized in preference to permanent full-time or permanent part-time nurses unless a compensation day is requested and approved. Per diem employees shall be compensated at five percent (5%) above their current hourly base rate for all hours worked on scheduled shifts, and shall be compensated at ten percent (10%) above their current hourly base rate for all hours on a shift worked within 24 hours of notification.

Section 4: Communicable Disease Call - The Communicable Disease call availability is scheduled 24 hours a day, 7 days per week. The Communicable Disease R.N. or designee will carry the phone during this time period and be compensated at a rate of \$75.00 per day on Saturdays, Sundays and holidays to provide coverage

ARTICLE 21 – LAYOFF AND RECALL

A layoff is defined as separation from employment for reasons not reflecting discredit on a nurse. Employees and the Association shall be advised of the reason for layoff and the Employer shall attempt to give notice of the date of layoff thirty (30) days in advance of the effective date. Nurses voluntarily terminating their employment shall attempt to give notice ten (10) working days in advance.

ARTICLE 22 – NO STRIKE - NO LOCK OUT

Section 1: The union agrees on behalf of itself and its member, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit downs, or slow down strikes, or a concerted refusal to render services or to work including overtime or any other curtailment or restriction of work at any time during the term of this Agreement.

Section 2: The Employer will not lock out any employee in the bargaining unit during the term of this Agreement as a result of a labor dispute with the association.

Section 3: It is agreed that strikes or lockouts will not prevent the Association and the City/County from providing emergency operation of the Departments that are essential to the health, welfare, and safety of the public.

Section 4: Emergency operation shall consist of the delivery of nursing services to patients whose medical condition would deteriorate without the service. The identification of those patients will be made collaboratively with management and staff.

ARTICLE 23 – CONTRACTING

The Employer commits itself to the objectives of maintaining full time employment but reserves the right to determine the nature and extent of any and all work to be contracted out and the persons, means and methods to be so utilized, so long as any such contracting shall be for the good of the Butte-Silver Bow Health Department in its entirety, and not on an individual basis. In the case of probably contracting of work, the government agrees to give at least sixty (60) days written notice.

ARTICLE 24 – SAFETY

Section 1: The Employer shall develop and maintain a workplace violence prevention program. The Employer shall provide a place of employment which does not endanger the health or safety of any employee. Employees shall notify the Employer of any safety or health hazards observed which is incidental to employment. The Employer shall investigate and institute remedial action as the Employer deems appropriate.

Section 2: The Employer will provide each Home Visiting Nurse covered by this Agreement and on active payroll status, a cell phone for the purpose of completing the work of the Employer and providing for the safety of the Nurse.

ARTICLE 25 – DEFINITIONS

Wherever said in this Agreement, each singular number or term shall include the plural, and the plural, the singular, and the use of any gender shall include all genders.

ARTICLE 26 – PAYDAY

Exclusive of unforeseen circumstances, all employees covered by this Agreement will be paid on a bi-weekly basis with payroll checks issued every other Friday. If the designated payday falls on a holiday, paychecks will be issued on the last business day preceding the holiday. For the purpose of this article, business day is defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.

ARTICLE 27 – ENTIRE AGREEMENT

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item except by mutual agreement or as provided for in Article 28 during the life of this Agreement.

ARTICLE 28 – TERM OF THE AGREEMENT

This Agreement shall be effective on July 1, 2017 and shall continue in effect until June 30, 2020. A notice to renew and modify this Agreement may be given to either party by the other not less than ninety (90) calendar days prior to the expiration date of this Agreement or any extension thereof.

In the event such notice to renew or modify is given, the parties shall meet not later than thirty (30) calendar days after date of such notice for the purpose of contract negotiations, unless otherwise mutually agreed. All notices provided for in this contract shall be served in writing. If notice is not given, this Agreement will continue in effect for one (1) year.

IN WITNESS WHEREOF, we have hereunto set their hands on this September 20 day of 2019 | 9:46:08 AM

**FOR MONTANA NURSES ASSOCIATION
LOCAL UNIT #37**

By _____

By *Viv Boyd MSN, RN, CEO*
10/31/19 MINA

By _____

**FOR CITY-COUNTY OF
BUTTE-SILVER BOW**

DocuSigned by:
By *Dave Palmer*
BB205D2738D44E3...

ATTEST:

DocuSigned by:
By *Linda Sajer*
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