

AGREEMENT
BETWEEN
THE COUNTY OF MISSOULA
AND
LOCAL UNIT NO. 43
OF THE
MONTANA NURSES ASSOCIATION
FROM
JULY 1, 2010
THROUGH
JUNE 30, 2012

TABLE OF CONTENTS

AGREEMENT.....	1
ARTICLE 1 RECOGNITION	1
ARTICLE 2 NON-DISCRIMINATION	1
ARTICLE 3 MANAGEMENT RIGHTS	2
ARTICLE 4 EMPLOYEE AND ASSOCIATION BUSINESS	2
ARTICLE 5 PROBATION AND EVALUATION.....	3
ARTICLE 6 HOURS OF WORK.....	3
ARTICLE 7 HOLIDAYS	3
ARTICLE 8 COMPENSATION	4
ARTICLE 9 CERTIFICATION	6
ARTICLE 10 VACATION.....	6
ARTICLE 11 SICK LEAVE	7
ARTICLE 12 MILITARY LEAVE.....	9
ARTICLE 13 UNPAID SICK LEAVE	9
ARTICLE 14 MATERNITY LEAVE	9
ARTICLE 15 JURY DUTY/SERVE AS WITNESS	10
ARTICLE 16 LEAVE WITHOUT PAY	10
ARTICLE 17 EDUCATIONAL LEAVE.....	11
ARTICLE 18 PERSONAL LEAVE.....	11
ARTICLE 19 HEALTH INSURANCE.....	12
ARTICLE 20 DENTAL INSURANCE.....	12
ARTICLE 21 LIFE INSURANCE	12
ARTICLE 22 OPTICAL INSURANCE.....	12
ARTICLE 23 FLEXIBLE BENEFITS	12

ARTICLE 24 EMPLOYMENT SECURITY	12
ARTICLE 25 REDUCTION IN FORCE	13
ARTICLE 26 RECRUITMENT AND SELECTION.....	13
ARTICLE 27 GRIEVANCE PROCEDURE.....	14
ARTICLE 28 LABOR - MANAGEMENT COMMITTEE	15
ARTICLE 29 SPECIAL WORKING CONDITIONS.....	16
ARTICLE 30 SEVERABILITY	16
ARTICLE 31 TERM OF CONTRACT	16
ARTICLE 32 EMBODIMENT.....	16
ADDENDUM A COMPENSATION SCHEDULE	18
SIGNATURE PAGE	19

AGREEMENT

This AGREEMENT is made and entered into between the County of Missoula, Missoula, Montana, hereinafter referred to as the EMPLOYER, and the Montana Nurses Association, Inc., hereinafter referred to as the ASSOCIATION.

ARTICLE 1 RECOGNITION

Section 1. The EMPLOYER recognizes the ASSOCIATION as the exclusive representative of all registered nurses employed by the EMPLOYER at the Missoula City-County Health Department and the Partnership Health Center, who are regularly scheduled to work 20 hours or more each week; excluding supervisory personnel, temporary, intermittent/on-call employees or any employee who is included in another existing bargaining unit.

Section 2. Employees hired after July 1, 1998 and employees who are currently paying dues who are covered by the terms of this AGREEMENT shall not be required to become members or stay members of the Association but must, as a term and condition of employment, pay a representation fee to the Association. The amount of dues and representation fees shall be determined solely by the Association.

Section 3. Upon receipt of a written authorization from an employee covered by this AGREEMENT, the Employer shall deduct from the employee's pay the amount owed to the Association by such employee for dues or a representation fee. The Employer will remit to the Association such sums within 30 calendar days accompanied by a list of employees from whom the deductions were made. Changes in the Association membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be done at least 30 calendar days in advance of such change.

Section 4. All employees who are covered by the terms of this AGREEMENT shall within 30 days of employment pay dues or the representation fee to the Association. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after the 30 day period specified above. The Employer shall initiate appropriate discharge actions under this Section to insure discharge of the affected employee(s) on the 30th day from receipt by the Employer of the Association's written notice of default and demand for discharge.

Section 5. The Employer, upon receiving a written request, shall present the Association with a list of the names and addresses of all current employees covered by this AGREEMENT. Copies of employment letters sent to newly-hired bargaining unit employees will be sent to the Association.

Section 6. The Association will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 2 NON-DISCRIMINATION

It is the policy of the EMPLOYER and the ASSOCIATION to insure that all employees and all applicants for employment are treated equally, without regard to their race, color, religion, national origin, age, marital status, ancestry, receipt of public assistance, political beliefs,

physical or mental handicap, ex-offender status, or sex; unless sex, ex-offender status, and/or physical or mental handicap relates to a bona fide occupational requirement. Such action to implement this policy shall include: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship and/or on-the-job training for any agency or agencies it deals with.

ARTICLE 3 MANAGEMENT RIGHTS

Members of the ASSOCIATION and their representatives recognize the prerogatives of the EMPLOYER to operate and manage its own affairs 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 or under conditions where continuation of such work would be inefficient or nonproductive.
- 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 EMPLOYER in situations of emergency.
- Establish the method and processes by which work is performed.
- Provided, however, that nothing in the Article shall be construed to alter, amend, supersede or otherwise change the meaning and intent of other provisions of this AGREEMENT.

ARTICLE 4 EMPLOYEE AND ASSOCIATION BUSINESS

Section 1. Representatives of the ASSOCIATION shall be permitted to transact ASSOCIATION business on the EMPLOYER'S property at reasonable times provided that it does not interfere with or interrupt the normal operation of the EMPLOYER and provided the following conditions are met:

- A. All such business shall be conducted on the member's own time.
- B. All material to be posted on bulletin boards, including electronic bulletin boards, shall be reviewed and approved by the Health Officer prior to posting.
- C. No more than ten (10) percent of the total area of any bulletin board may be used to post ASSOCIATION material.
- D. Permission to use the EMPLOYER'S meeting or conference rooms shall be obtained from the Health Officer. Such use shall be restricted to employees of the bargaining unit for the period of time approved by the Health Officer.

Section 2. Time off with pay shall be granted for up to three (3) ASSOCIATION members to attend negotiation sessions between the EMPLOYER and the ASSOCIATION which are held during normal hours.

Section 3. An officer or a duly authorized representative of the ASSOCIATION, upon giving his/her supervisor written two weeks notice, may be approved for paid leave for the purpose of attending ASSOCIATION meetings, workshops, conventions, or for employees not covered by section 2 of this article, for unit collective bargaining negotiations, provided that such time off does not interfere with the operations of the department as determined by the department head.

ARTICLE 5 PROBATION AND EVALUATION

Section 1. All new appointments to positions in the bargaining unit will be on a probationary basis for a period of six (6) months. One extension of up to three months may be made by the EMPLOYER provided the employee and the ASSOCIATION are notified of such extension at least five (5) working days before the end of the established probationary period. Employees serving a probationary period will either attain regular status at the end of the probationary period or will be terminated without the necessity of showing of cause by the department head.

Section 2. Performance evaluation reports on regular employees shall be made annually as prescribed by the Human Resources Office.

ARTICLE 6 HOURS OF WORK

Section 1. The normal work week shall be defined as forty (40) hours.

Section 2. Employees shall have two (2) consecutive days off per week except that the EMPLOYER reserves the right to schedule work to a limited extent that may deviate from the normal work week.

Section 3. Employees shall be allowed a fifteen (15) minute break in both the first and second half of each scheduled shift and if not taken during the four (4) hour period, such rest break period lapses and may not be accumulated to a later time or date.

Section 4. An alternative work schedule (a schedule other than five (5) eight (8) hour work days) may be established when mutually agreed to between the employee and the supervisor or Department Head. When an alternative work schedule has been adopted and a legal holiday occurs, the holiday shall be paid at eight (8) hours for a full time employee. The employee may use accrued annual and personal leave or compensatory time if necessary to maintain a consistent number of paid hours in that week. A supervisor may alter the work week to increase or decrease the number of work hours to maintain a consistent number of paid hours in that week. An alternative work schedule may, with two weeks notice, be discontinued at any time by the Department Head.

ARTICLE 7 HOLIDAYS

Employees shall be granted the following legal holidays without loss of pay pursuant to Section 1-1-216 M.C.A.

New Year's Day, January 1

Martin Luther King Jr. Day, the third Monday in January

Presidents' 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
Statewide General Election Day in November of even-numbered years

In addition to the above, any day or days added by the State Legislature as paid legal holidays for public employees will be granted; and any day or days repealed by the State Legislature shall cease to be granted.

Section 2. If a legal holiday falls on a Sunday, the following Monday will be considered the holiday. If a legal holiday falls on a Saturday, the preceding Friday will be considered the holiday. When a legal holiday falls on an employee's day off, the employee shall treat either the last preceding or the next following workday as the holiday or, if mutually agreed by the employee and the department head/supervisor, shall accrue holiday leave to be used at a later date.

Section 3. In order to be eligible for holiday pay, employees must be in a pay status on the day immediately preceding or immediately succeeding the holiday.

ARTICLE 8 COMPENSATION

Section 1. The compensation schedule for the classifications in the bargaining unit is attached to this AGREEMENT as Addendum A and by reference made a part of this AGREEMENT.

Section 2. Probationary employees, eligible for a step increase, shall advance one step on the matrix on the first day of the pay period that includes the date on which they successfully complete their probationary periods. Each non-probationary employee covered by this Agreement shall advance one step on the pay matrix, effective on the first day of the pay period that includes July 1 each fiscal year.

Section 3. Employees shall be eligible for a meritorious bonus for exceptional performance, upon approval by the department head. Such meritorious bonus shall be in the form of a lump sum payment and shall not be added to the employee's hourly rate of pay. No employee shall be eligible for a meritorious bonus during their first year of employment following completion of their probationary period. Meritorious bonus awards shall be contingent upon the availability of funds, as determined by the Director of the Health Department.

Section 4. Members of the ASSOCIATION covered by this AGREEMENT shall be paid at one and one-half times their regular rate of pay for all hours worked in excess of forty (40) per week. Work in excess of forty (40) hours per week must be authorized by the employee's supervisor. Upon mutual agreement between the Employer and the employee, the employee may accrue compensatory time at one and one-half hours for every hour of overtime worked. No more than forty-eight (48) hours of compensatory time may be accumulated. Vacation leave, sick leave, personal leave, use of accrued compensatory time, and any paid holiday leave will be treated as hours worked for the purpose of determining overtime pay.

Section 5. Compensation for on-call duty shall be paid as follows:

On-call status is defined to mean that the employee:

- Is required to carry a pager or cellular phone
- Must be accessible to by telephone or pager
- Must be available to report to work if called

A. On-call duty required on an employee's regularly scheduled work day shall be compensated at the rate of \$15.00 per day while in such capacity.

B. On-call duty required on an employee's regularly schedule day off shall be compensated at the rate of \$50.00 per day while in such capacity.

C. An employee who is called out and reports for duty shall be compensated with premium pay at time and one-half the employee's regular rate of pay for all hours worked on the call-out, in addition to on-call pay provided in parts A or B. The employer and employee may mutually agree to the accrual of paid leave in lieu of premium pay. Paid leave shall be earned at the rate of 1 & ½ hours of leave for each hour of work eligible for premium pay under this section

There shall be no compounding of compensation under this Section.

Section 6. Newly hired employees with previous community health or nurse practitioner experience shall initially be placed at a step on the pay matrix in Addendum A equal to their years of verifiable full-time experience. Newly hired employees with previous experience as a Registered Nurse other than in community health shall be placed on the step matrix equivalent to fifty percent (50%) of their verifiable full-time experience.

Community health experience shall be defined as public health, school nursing, home health, occupational health, or other applicable experience, as determined by the department head.

Missoula County will notify new employees regarding the above provision on or before the effective date of hire. To be credited with prior public health or nurse practitioner experience, the employee must:

- have obtained the experience within the ten (10) years immediately prior to the effective date of hire with Missoula County, and
- provide satisfactory documentation of such experience within thirty (30) calendar days after the effective date of hire.

Step placement provided in this Section shall not affect seniority as defined in Article 28.

Section 7.

A. Longevity pay, in addition to the wage amounts listed in Addendum "A", shall be according to the following schedule:

<u>Years of Service</u>	<u>Amount of Increase</u>
After 7 continuous years of service	\$.15 per hour
After 10 continuous years of service	\$.20 per hour
After 15 continuous years of service	\$.30 per hour
After 17 continuous years of service	\$.40 per hour
After 20 continuous years of service	\$.50 per hour

After 23 continuous years of service	\$.60 per hour
After 25 continuous years of service	\$.70 per hour
After 27 continuous years of service	\$.80 per hour
After 30 continuous years of service	\$.90 per hour

B. Longevity compensation for all eligible employees shall become effective on the first day of the pay period during which such eligibility occurs.

C. The eligibility date for purposes of this section shall be the employee's date of hire with Missoula County.

Section 8. An employee may receive an additional hourly pay increment equal to 2% of their normal base rate of pay upon assignment of special ancillary duties outside of the employee's normal job description, such as, but not limited to mentoring. To qualify for special duty compensation, a work assignment must be approved by the Department Head and must constitute additional demands on the employee.

ARTICLE 9 CERTIFICATION

Section 1. Employees who have received and maintain current certification in an area directly related to an employee's assigned duties shall be compensated an additional \$1.00 per hour. Certification shall be issued by an accredited institution. Approval of the certification specialty and the accredited institute is at the sole discretion of the Department Head, who shall review and respond to all such requests.

Section 2. Compensation for certification as provided in Section 1 of this article must be approved by the Department Head three (3) months prior to the test date. No employee shall be compensated for more than one certification.

Section 3. Newly hired employees who hold a current certification as provided in Section 1 of this Article may receive the \$1.00 per hour compensation from the first day of employment.

Section 4. If certification is required as part of the job and/or the employer pays for the training time and cost of training, the employee is not eligible for the additional certification compensation.

ARTICLE 10 VACATION

Section 1. As provided by State law, each employee will earn vacation credits as follows:

YEARS OF EMPLOYMENT	WORKING DAYS CREDIT
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

Section 2. For calculating vacation leave credits, only regular hours shall be considered and two thousand eighty (2,080) hours shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. Employees shall not be entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. Employees regularly employed nine (9) or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation

credits. In order to qualify, such employee must immediately report back for work when recalled in order to avoid a break in service.

Section 3. Employees must be employed six (6) qualifying months before vacation credits may be used. Vacation credits shall not accrue during a leave of absence without pay.

Section 4. Regular part-time employees will earn credits on a pro-rated basis, provided they have worked the six (6) month qualifying period.

Section 5. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Any balance of vacation leave over two times the maximum number of days earned annually as of December 31 of any given year will be forfeited without pay unless taken within 90 calendar days from the last day of the calendar year in which the excess was accrued. If the employee submits a reasonable request to use the excess vacation leave prior to March 30 of any given year, the employee shall not forfeit the leave and will have until the end of the calendar year to use the excess vacation leave. Upon termination of employment with the EMPLOYER, any employee who has worked the qualifying period will be paid for any unused vacation leave credits at the rate of pay in effect at the time of termination.

Section 6. Scheduling of vacation leave will be accomplished by cooperation between the employee and the department head, giving consideration to the employee's needs and the needs of the service.

Section 7. Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on paid vacation shall be earned by the employee and not charged as vacation.

Section 8. Use of paid leave shall not be used to delay the effective date of termination.

ARTICLE 11 SICK LEAVE

Section 1. Accumulated sick leave credits should be regarded by employees as valuable free health insurance that maintains the employee's income during a period of personal illness or family emergencies. Sick leave benefits should be carefully guarded and not dissipated or abused.

Section 2. As provided by state law, each employee shall earn sick leave credits from the first full pay period of employment at the rate of one (1) working day per month without restriction as to the number of working days which may be accumulated. For calculating sick leave credits, two thousand eighty (2,080) hours shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period.

Section 3. An employee may not accrue sick leave credits during a continuous leave of absence without pay. Employees are not entitled to be paid for sick leave under the provisions of this act until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits earned.

Section 4. Regular part-time employees will earn sick leave credits on a pro-rated basis provided they have regularly scheduled work assignments of at least twenty (20) hours per week and they have worked the qualifying period.

Section 5. Upon termination, employees who have worked the qualifying period shall be entitled to be paid an amount equal to one-quarter (1/4) of the amount attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's regular rate of pay at the time of termination of employment with the EMPLOYER.

Section 6. An employee may use sick leave credits for:

- A. Illness;
- B. Injury;
- C. Medical Disability;
- D. Maternity-related disability, including pre-natal care, birth, miscarriage, abortion, or other medical care for either employee or child;
- E. Quarantine for contagious disease control, provided certification is obtained from the attending physician;
- F. Doctor or dental appointments for treatment of employee's illness, injury, or preventive care. When possible, the employee's supervisor shall be notified of the appointment at least forty-eight (48) hours in advance;
- G. Care of or attendance to an immediate family member for the above;
- H. To attend or make arrangements for a funeral of a member of the employee's immediate family, the employee will be granted up to ten (10) consecutive working days charged to sick leave.

Section 7. Immediate family shall mean parents, grandparents, siblings, children or grandchildren of the employee or spouse of the employee or son-in-law, or daughter-in-law, or an individual, though not related by blood, who has been a permanent member of the employee's household.

Section 8.

- A. Any illness, medical appointment or emergency which will necessitate use of sick leave shall be reported by the employee to the EMPLOYER as soon as possible, and it shall be the responsibility of the employee to assure proper reporting of use of sick leave for record-keeping purposes. Failure to report such leave as soon as possible will be considered absence without leave and a deduction from the employee's pay will be made for the period of such leave. Such absences are grounds for disciplinary action, including dismissal.
- B. Abuse of sick leave may be indicated by sick leave that is frequent, habitual, excessive, suggests a pattern of usage, or if the department head has reason to believe the employee may be misrepresenting reasons for using sick leave. Abuse of sick leave shall be cause for discipline including dismissal and forfeiture of payment for any accumulated sick leave. The EMPLOYER reserves the right to investigate, require medical statements and to contact the employee's physician. Medical statements from the employee, if required, shall be requested within the same time frame in which the employee is on such sick leave. Employees on such sick leave must notify their supervisor immediately or within the first two (2) working hours in each sick day or as mutually agreed to between the employee and the Health Officer or his/her designee.

Section 9. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

Section 10. Sick leave benefits shall be made available in accordance with M.C.A. 39-71-736.

Section 11. Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.

Section 12: If allowed by state law, sick leave benefits may be integrated with any workers' compensation benefits payable to an employee so the employee shall receive up to, but not exceed, the amounts the employee would have earned with the Employer except for such disability benefits.

Section 13. An employee may donate sick leave benefits to another employee, or receive sick leave grants in accordance with County policy on Sick Leave Grants.

Section 14. If allowed by state law, sick leave benefits may be integrated with any workers' compensation benefits payable to an employee so the employee shall receive up to, but not exceed, the amounts the employee would have earned with the Employer except for such disability benefits.

ARTICLE 12 MILITARY LEAVE

An employee who is a member of the organized militia of the State of Montana 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 six months, shall be given leave of absence with pay for a period of time not to exceed fifteen (15) working days in a calendar year for attending regular encampments, training cruises and similar training programs of the organized militia or of the military forces of the United States. This leave will not be charged against the employee's annual vacation time. Reinstatement privileges of employees who have been inducted into military service as provided for under State law will be followed.

ARTICLE 13 UNPAID SICK LEAVE

Section 1. The EMPLOYER will provide Family and Medical Leave in accordance with federal law and the County's policy on Family and Medical Leave.

Section 2. Additional unpaid leave may be granted as required by the employee's physician up to a maximum of 6 months, or as mutually agreed by the EMPLOYER and employee, for the purpose of recovering from such disability or illness.

Section 3. The EMPLOYER retains the right to require medical certification of any unpaid sick leave utilization or to require confirmation of such medical certification from another physician.

Section 4. If an employee takes additional leave of absence without pay as provided in Section 2 of this article, to the extent that such leave covers at least one full pay period resulting in no employee contributions to benefits and the employee receiving no paycheck, the employee shall not be entitled to any EMPLOYER contributions to benefits. The employee may continue to retain County insurance coverage in accordance with guidelines established by the Plan Administrator provided that 100% of the premium amount is paid by the employee.

ARTICLE 14 MATERNITY LEAVE

It shall be unlawful for the EMPLOYER to:

1. Terminate a woman's employment because of her pregnancy;

2. Refuse to grant to the employee a reasonable leave of absence for such pregnancy;
3. Deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued to plans maintained by her employer, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
4. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

ARTICLE 15 JURY DUTY/SERVE AS WITNESS

Section 1. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as result of the service and forward the fees to the appropriate accounting office. Juror's fees shall be applied against the amount due the employee from EMPLOYER. However, if an employee elects to charge his/her juror time off against his/her annual leave he/she shall not be required to remit to EMPLOYER any expense or mileage allowance paid him by the court.

Section 2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from EMPLOYER. However, if an employee elects to charge his/her witness time off against his/her annual leave he/she shall not be required to remit his/her witness fees to EMPLOYER. In no instance is an employee required to remit to EMPLOYER any expense or mileage allowances paid him by the court.

Section 3. EMPLOYER may request the court to excuse employees from jury duty if they are needed for the proper operation of the EMPLOYER.

ARTICLE 16 LEAVE WITHOUT PAY

Section 1. An employee may take leave of absence without pay if the employee's department head gives prior approval.

Section 2. Requests for leave of absence without pay shall be submitted in writing by the employee to the Department Head. The request shall state the reason for the leave and the approximate length of time off the employee desires.

Section 3. If an employee takes a leave of absence without pay to the extent that such leave covers at least one full pay period, resulting in no employee contributions to benefits and the employee receiving no paycheck, the employee shall not be entitled to any EMPLOYER contributions to benefits. The employee may continue to retain County insurance coverage in accordance with guidelines established by the Plan Administrator provided that 100% of the premium amount is paid by the employee.

ARTICLE 17
EDUCATIONAL LEAVE

Section 1. Time off with pay will be granted to any non-probationary employee to attend job related workshops/conferences offering CEU's and/or courses at a post-secondary education institution for up to: (1) nine quarter credit hours, (2) six semester credit hours, (3) or sixteen (16) CEU hours per fiscal year. Such educational leave time off must be approved by the Department Head. The Department Head reserves the right to limit the number of enrollees which may be allowed during any fiscal year.

Section 2. EMPLOYER, upon receiving evidence of satisfactory completion of courses previously approved, or registration receipt for qualifying workshops/conferences offering Nursing CEU's, may reimburse employees for the cost of books and tuition or registration fees up to a maximum of six hundred dollars (\$600.00) per fiscal year, pro-rated by the percentage of the employee's FTE, except as provided in Section 3 of this Article.

Section 3. Reimbursement of courses as provided in Section 2 of this Article must be approved in advance by the Director of Human Resources if the reimbursement is to come from funds other than Health Department budgeted funds. The Board of County Commissioners or their designee reserves the right to limit expenditure from these other funds.

Section 4. Employees who enroll in classes which meet at times other than during the employee's regularly scheduled working hours are not entitled to time off during the scheduled working hours. All outside class work must be accomplished on the employee's own time.

ARTICLE 18
PERSONAL LEAVE

Section 1. Bargaining unit employees are eligible for personal leave under the guidelines set forth below.

A. Regular full-time bargaining unit employees and regular part-time bargaining unit employees who are scheduled to work at least 1040 hours annually are eligible for personal leave.

B. Personal leave is paid leave that may be used by an eligible employee for any purpose. An employee must request to use personal leave, and such requests are subject to approval by the employee's supervisor. The employee shall provide at least forty-eight hours advance notice when requesting to use personal leave.

C. At the beginning of each fiscal year, Missoula County will credit eligible full-time employees so that their total personal leave balance equals eight hours. Personal leave hours will be pro-rated for eligible part-time employees. If an employee has unused personal leave hours from a previous fiscal year, personal leave hours will be added to existing hours so that the total number of personal leave hours equals eight. For example, if a full-time employee's personal leave bank contains four hours of unused personal leave hours at the end of a fiscal year, the employee will be credited with four hours of personal leave at the beginning of the next fiscal year, so that the total personal leave balance equals eight hours.

Section 2. Employees who terminate employment will be paid for any unused personal leave hours.

ARTICLE 19
HEALTH INSURANCE

Section 1. EMPLOYER will make group health insurance available to employees covered by the AGREEMENT under the terms of the group health insurance plan generally applicable to County employees.

Section 2. In the event of major changes in coverage or premiums, the parties to this AGREEMENT agree to meet and discuss the proposed changes prior to implementation.

ARTICLE 20
DENTAL INSURANCE

Section 1. EMPLOYER will make group dental insurance available to employees covered by this AGREEMENT under the terms of the group dental insurance generally applicable to County employees.

Section 2. EMPLOYER will contribute the total single rate of dental insurance and make available dependent or family coverage for purchase by the employee.

ARTICLE 21
LIFE INSURANCE

Section 1. The EMPLOYER will provide term life insurance to eligible employees with total premiums paid by the EMPLOYER except as provided in Section 2 of this Article.

Section 2. An eligible employee may purchase supplemental group term life insurance as made available by the EMPLOYER at applicable group rates.

ARTICLE 22
OPTICAL INSURANCE

The EMPLOYER will make group optical insurance available to employees covered by this AGREEMENT under the terms of the group optical insurance generally applicable to County employees.

ARTICLE 23
FLEXIBLE BENEFITS

The EMPLOYER will make the flexible benefits plan available to employees covered by this AGREEMENT under the terms of the flexible benefits plan generally applicable to County employees.

ARTICLE 24
EMPLOYMENT SECURITY

Section 1. New employees shall be placed in a probationary status for the period of time defined in this AGREEMENT. Probationary employees may be dismissed without cause during the probationary period and shall have no rights to grieve such action.

Section 2. A regular (non-probationary) employee may not be disciplined or discharged without just cause.

Section 3. Upon written request by the employee, written warning letters shall be removed from an employee's personnel file eighteen months from the date of issuance, provided there have been no subsequent formal disciplinary actions.

Section 4. Appeals of dismissals or suspensions based on this Article shall be processed through the grievance procedure.

ARTICLE 25 REDUCTION IN FORCE

Section 1. Upon successful completion of the probationary period, employees shall accrue seniority from the date of their employment in the bargaining unit.

Section 2. Seniority shall not accrue during layoff, or while an employee is on leave of absence without pay in excess of fifteen (15) days.

Section 3. Seniority shall terminate upon resignation, discharge, retirement, or by failure to report after recall from layoff. Layoffs or leaves of absence up to one (1) year, except military leave, do not result in loss of seniority.

Section 4. In selection of employees for layoff, consideration will be given to programs to be carried out by the EMPLOYER and staff structure which after a reduction, will achieve program objectives. If capabilities, qualifications, experience and abilities are equal, the order of separation will be by seniority within each class series.

Section 5. The EMPLOYER shall give at least twenty (20) working days' notice to employees who are to be laid off.

Section 6. In the event of a proposed reduction in man hours used in lieu of a reduction in force, the EMPLOYER and the ASSOCIATION agree to meet and confer with final action on such proposal, contingent upon mutual agreement between said EMPLOYER and ASSOCIATION.

Section 7. An employee promoted out of the bargaining unit shall lose seniority rights within the bargaining unit if he/she does not return to the unit within six (6) months.

Section 8. A seniority list shall be maintained, listing employees by date of hire in the bargaining unit. The list shall be kept current, showing all employees who have completed the probationary period.

Section 9. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, the most senior employee on layoff in the affected class series shall be the first recalled, subject to the limitations of Section 4 above. Employees who are recalled must report to work within ten (10) working days of receipt of notice or such longer period as may be mutually agreed, or lose seniority; provided, however, that the employee must notify the EMPLOYER of his/her intentions to return within two (2) working days after receiving notice of recall. The EMPLOYER shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the EMPLOYER with his/her latest mailing address.

ARTICLE 26 RECRUITMENT AND SELECTION

Section 1. Notice of newly created or vacant positions shall be posted in a conspicuous place.

Section 2. When filling new or vacant positions, the EMPLOYER will first consider applicant's qualifications and relative abilities as they relate to the new or vacant position. If two or more applicants are substantially equal in qualifications and relative abilities, seniority, as defined in Article 28, shall prevail.

Section 3. In cases where: (1) additional working hours are to be added to an existing regular part-time position in a particular nursing program, and (2) these additional hours will amount to at least eight (8) hours per week, and (3) there is a reasonable expectation by the EMPLOYER that these additional hours will continue for at least one (1) year, the EMPLOYER will notify bargaining unit employees that such hours are available by posting a notice in a conspicuous place.

The additional hours will be offered based on interested employees' qualifications and relative abilities, as they relate to the particular nursing program in which the hours are to be added. If two or more employees are substantially equal in qualifications and relative abilities, seniority, as defined in Article 28, shall prevail.

This Section: (1) shall not entitle any employee to work more than forty (40) hours in a work week, and (2) does not apply to situations where an employee's hours are reduced, and again become available.

ARTICLE 27 GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any controversy between the parties as to:

- A. Any matter involving the interpretation of this AGREEMENT
- B. Any matter involving an alleged violation of any provision of this AGREEMENT

Section 2. Every effort will be made to resolve a grievance on an informal basis prior to initiation of the formal procedures set forth below. This should include an attitude on the part of the bargaining unit representative to encourage employees to review grievances with the bargaining unit representative prior to formal filing.

Section 3. After consideration of the intent expressed above, the following procedure shall be used to insure that grievances are resolved as quickly as possible:

Step 1. The grievance shall be presented in writing to the employee's immediate supervisor. The grievance shall set forth in as much detail as possible, the nature of the grievance, the circumstances surrounding the matter, and shall specifically address the type and scope of corrective action requested. The grievance shall be submitted within ten (10) working days of the occurrence of the grievance. The immediate supervisor shall respond in writing to the employee within ten (10) working days of receipt of the grievance.

Step 2. If the grievance is not resolved at Step 1, the grievance may be presented in writing to the Department Head, within ten (10) working days of the receipt of the Step 1 response. The Department Head shall respond in writing to the employee within ten (10) working days of receipt of the grievance.

Step 3. If the grievance is not resolved at Step 2, the grievance may be presented in writing to the Board of County Commissioners within ten (10) working days of the receipt of the Step 2 response. The Board of County Commissioners shall attempt to resolve the grievance and shall respond in writing to the employee within thirty (30) days.

Step 4. If the grievance is not resolved at Step 3, the grievance may be submitted to arbitration, within ten (10) working days of the receipt of the Step 3 response, in accordance with the following rules:

RULES OF ARBITRATION

- A. Within ten (10) working days of receipt of the Association's written notice of its intent to arbitrate a grievance, the parties shall select an impartial arbitrator, who shall be agreeable to the EMPLOYER and the ASSOCIATION. In the event that the parties to the dispute are unable to agree upon the selection of an arbitrator, the parties shall request a list of five (5) potential arbitrators from the Federal Mediation and Conciliation Service.
- B. Within five (5) working days of the date of receipt of the list of arbitrators, each party shall alternate in striking names until one remains. The remaining name shall be the arbitrator. A drawing of lots shall be used to decide which party strikes a name first.
- C. The party requesting arbitration shall notify the arbitrator and the Federal Mediation and Conciliation Service of the selection within three (3) working days from the date of selection.
- D. The arbitrator shall conduct a hearing and render a decision within thirty (30) days of the date of the hearing. Such decision shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms of this AGREEMENT.
- E. Each party shall share equally the cost of the arbitrator. Each party shall be responsible for the cost of its own representatives and witnesses.
- F. In the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay all costs.

ARTICLE 28

LABOR - MANAGEMENT COMMITTEE

In order to facilitate communication and resolve issues of mutual interest, it is agreed that bargaining unit members will be allowed to serve on a Labor - Management Committee to confer on day-to-day work related problems. Labor and Management shall each be charged with establishing the composition of their respective Committee members and shall have an equal number of representatives. Such meetings shall be held on an approximate quarterly, or on an as needed basis at a date and time as mutually agreed to between the parties.

Agenda items and membership list shall be submitted no less than ten (10) working days prior to the meeting date. It is understood that this Committee does not take the place of the grievance procedure. It is further understood that the purpose of such Committee is to meet and confer and to act only in an advisory role.

The Labor - Management committee will use an agreed upon problem solving process to address matters of mutual interest. When mutually agreed, a meeting facilitator or other third party may be used to conduct or participate in the meetings.

ARTICLE 29
SPECIAL WORKING CONDITIONS

Section 1. The EMPLOYER agrees to provide vehicles for use of the nursing staff. Establishment of the operating procedures and policies shall be the responsibility of the Department Head.

Section 2. Employee's Personnel Files - An employee shall be given access to all materials contained in the employee's personnel file.

Section 3. Employee shall be reimbursed the current prevailing rate for use of their own car if no motor pool car is available.

Section 4. Leave with pay to attend professional organization meetings shall be governed by policies established by the Missoula City/County Health Department.

Section 5. Members covered by the AGREEMENT shall be required to maintain proper licenses as required by the State of Montana, including an annual TB test. Any additional requirements shall be as agreed to between the ASSOCIATION and the EMPLOYER.

Section 6. The employer shall make cellular phones available for all bargaining unit employees who are required to make home visitations as part of their assigned duties and responsibilities. Employees shall be required to carry cellular phones when making home visitations.

Section 7. It is the responsibility of the County to ensure that each Public Health Nurse shall be certified in C.P.R. in accordance with the standards of the American Red Cross or the American Heart Association.

ARTICLE 30
SEVERABILITY

If any article, section, paragraph, sentence, clause, phrase, word or other part of the AGREEMENT is held to be contrary, either in intent or application, to law or superior legal authority, such article, section, paragraph, sentence, clause, phrase, word or other part shall be held to be invalid and inoperative, but all other provisions of the AGREEMENT shall be in full force and effect pursuant to the provisions of Article 34 of the AGREEMENT.

ARTICLE 31
TERM OF CONTRACT

This AGREEMENT shall become effective and be in force from July 1, 2010 and shall remain in full force and effect to and including June 30, 2012, except that wages only shall be subject to negotiation, effective July 1, 2011, if either party to this AGREEMENT serves written notice of proposed changes upon the other party on or before April 30, 2011. This AGREEMENT shall remain in effect from year to year thereafter unless one of the parties serves a written notice of termination or proposed change upon the other party on or before April 30, 2012. Both parties agree to meet regularly at reasonable times and places with the purpose of completing negotiations on or before June 30, 2012.

ARTICLE 32
EMBODIMENT

It is mutually agreed that this contract sets forth the entire agreement between the EMPLOYER and the ASSOCIATION and that during the course of collective bargaining each party had the unlimited right to offer, discuss, accept or reject proposals, and, therefore, for the term of this

contract no further collective bargaining shall be held upon any provision of the AGREEMENT, nor upon any proposal which was offered and discussed but was not made a part of this AGREEMENT. Furthermore, there shall be no verbal or written agreement between the EMPLOYER and the ASSOCIATION in violation or contravention of this AGREEMENT.

ADDENDUM A

COMPENSATION SCHEDULE

Montana Nurses Association Contract

Effective June 27, 2010
.5% (.005) added to step 1
and each successive step
is 2% greater than
preceding one- PLUS
steps effective 6/27/10

STEP	PHN	
	Fy11	
1	\$	19.77
2	\$	20.17
3	\$	20.57
4	\$	20.98
5	\$	21.40
6	\$	21.83
7	\$	22.27
8	\$	22.72
9	\$	23.17
10	\$	23.63
11	\$	24.10
12	\$	24.58
13	\$	25.07
14	\$	25.57
15	\$	26.08
16	\$	26.60
17	\$	27.13

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT this 19 day of October, 2010.

FOR THE EMPLOYER:

Michele Landquist 10/19/2010
Michele Landquist, Chair
Board of County Commissioners

Jean Curtiss 10/19/2010
Jean Curtiss, Commissioner

Bill Carey 10/19/2010
Bill Carey, Commissioner

Steve Johnson
Steve Johnson, Director
Human Resources

FOR THE ASSOCIATION:

Bill Smith
Bill Smith, MNA Field Representative

[Signature]
Bargaining Team Member

[Signature]
Bargaining Team Member

ACCORD AS TO FORM AND CONTENT:

Martha McClain
Martha McClain
Chief Civil Deputy County Attorney

ATTEST:

Vickie Zeier
Vickie Zeier, Clerk and Recorder

REVIEWED:

Ellen Leahy
Ellen Leahy, Director
Health Department

Kim Mansch
Kim Mansch, Director
Partnership Health Center

