

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MONTANA NURSES ASSOCIATION  
AFT, AFL-CIO**

**AND THE**

**MONTANA BOARD OF REGENTS  
OF HIGHER EDUCATION**

**July 1, 2015 Through June 30, 2017**



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## **ARTICLE 1 RECOGNITION**

### **1.1 PURPOSE**

The purpose of this agreement is to establish the hours of employment, wages, and other conditions of employment for employees covered by this agreement, to adopt measures for the settlement of disputes should they arise, and to promote an amicable relationship between the employer and employees.

### **1.2 PARTIES TO THE AGREEMENT**

This agreement is negotiated in accordance with the public employee's collective bargaining act and entered into by the Montana Board of Regents of Higher Education hereinafter referred to as the employer, and the Montana Nurses Association hereinafter referred to as the association.

### **1.3 RECOGNITION**

The employer recognizes the association as the sole and exclusive bargaining representative of all employees in the bargaining unit for wages, hours, benefits and other conditions of employment. The term employee as used in this agreement shall mean a member of the bargaining unit.

The association recognizes the Montana Board of Regents as the statutory governing body of the Montana University System.

Nothing in this agreement may be construed to prevent the employer from dealing directly with employees on employment matters as long as any action taken is consistent with the terms of this agreement and applicable Montana Collective Bargaining laws and regulations.

### **1.4 BARGAINING UNIT DEFINITION**

The bargaining unit shall include all persons with the job title of Registered Nurse who are employed at the Student Health Service at Montana State University-Bozeman and who are not excluded in accordance with section 1.5 of this agreement.

### **1.5 EXCLUDED EMPLOYEES**

Confidential, supervisory and managerial employees are excluded from the bargaining unit. Part-time employees who are scheduled for less than an average of twenty (20) hours per week are excluded from the bargaining unit.

Temporary employees are excluded from the bargaining unit except that temporary employees who work an average of twenty (20) or more hours a week in classifications included in the bargaining unit in excess of four (4) consecutive months shall thereafter be included in the bargaining unit.

Casual employees are excluded from the bargaining unit.

Student employees are excluded from the bargaining unit. Students shall not be hired into any position which would result in the displacement of an employed worker.

## **ARTICLE 2 ASSOCIATION RIGHTS**

### **2.1 MEETING ROOMS**

When available, and upon receipt of adequate notice and request, the employer shall provide meeting room space for association meetings with employees and invited guests in accordance with campus regulations. Reasonable requests will not be denied.

### **2.2 BULLETIN BOARDS**

The association shall have the right to use specified bulletin boards for posting of official business notices except that political material may not be posted.

### **2.3 BARGAINING UNIT LIST**

The employer shall furnish the association with a monthly list of names and classifications of newly hired and terminated employees in the bargaining unit. A complete list of bargaining unit personnel will be provided to the association within thirty (30) days of the signing of this agreement.

**2.4 LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS**

Any elected or appointed officer of the association may upon request and approval of the employer, be granted a leave of absence without pay to attend to association business.

**2.5 VISITING WORK AREAS**

Association staff members shall notify the Director of Student Health Services prior to visiting the work areas and may not disrupt the work activities of employees.

**2.6 COPIES OF AGREEMENT**

Upon final ratification of this agreement, the employer shall prepare and make available to the bargaining agent a copy of the agreement. The union shall be responsible for providing copies of the agreement for employees and the employer for supervisors and management.

**2.7 DUES CHECK-OFF**

A. Payroll Deductions

The employer shall, without charge, deduct association dues from the salary of each employee who authorizes such deductions in writing in accordance with 39-31-203, MCA. Employees may revoke their authorization for dues deduction at any time by giving the employer thirty (30) calendar days notice of such revocation. The employer shall deliver the dues monies to the appropriate officer of the association. Within thirty (30) days from the effective date of this agreement, the association shall notify the employer of the name and mailing address of the appropriate officer who is to receive dues monies.

B. Indemnification

The association agrees to indemnify and hold the employer harmless against any and all claims, suits, orders, judgments, expenses and liability which may arise as a result of any action taken or not taken by the employer as a result of the operation of this article.

## **2.8 ASSOCIATION SECURITY**

- A. Employees covered by the terms of this agreement shall not be required to become members of the association but must as a term and condition of employment pay association dues, pay a representation fee, or follow the procedures for non-association with a labor organization on religious grounds found at 39-31-204, MCA. Upon request the association agrees to provide documentation to the employer that its representation fee rate is established in accordance with law.
- B. All employees covered by the terms of this agreement shall within ninety (90) days of the signing of this agreement, or within thirty (30) days of employment, whichever is later, comply with the requirement outlined above. Employees who fail to comply shall be discharged by the employer within thirty (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 thirty (30) or ninety (90) day period specified above.

## **ARTICLE 3 MANAGEMENT RIGHTS**

### **3.1 MANAGEMENT RIGHTS**

The association and employees recognize the prerogative of the employer, subject to the terms of this agreement, to operate and manage its affairs and determine the structure, policies, and purposes of the organization. Employer rights include but are not limited to the following:

- 1) directing employees;
- 2) hiring, promoting, transferring, assigning and retaining employees;
- 3) relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
- 4) maintaining the efficiency of the employer's operations;
- 5) determining the methods, means, job classification, and personnel by which the employer's operations are to be conducted;
- 6) taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
- 7) establishing the methods and processes by which work is to be performed.  
(39-31-303, MCA)



All rights and prerogatives of the employer which are not specifically limited or relinquished in this agreement shall be retained by the employer.

## **ARTICLE 4 NO STRIKE – NO LOCKOUT**

### **4.1 NO STRIKE – NO LOCKOUT**

It is agreed that the employer is engaged in furnishing an essential public service which vitally effects the health, safety, comfort, and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public. There shall be no strikes of any kind, slowdowns, or other work stoppages on the part of the employees or the union during the term of this agreement. There shall be no lockouts by the employer during the term of this agreement.

## **ARTICLE 5 PAY AND HOURS**

### **5.1 WORK DAY/WORKWEEK**

The basic work day shall be eight (8) consecutive hours, exclusive of a meal period. The basic workweek shall be forty (40) hours.

### **5.2 SCHEDULING OF WORK**

Establishing work schedules is the prerogative of the employer and there are no guarantees for a minimum number of hours. Employee's established work schedule shall not be changed unless given a thirty (30) calendar day notice prior to any change except for changes necessitated by exceptional circumstances or by mutual agreement of the employee and supervisor. If the proposed work schedule change is objected to, employees affected will be given an opportunity prior to finalizing the change to discuss the change and explore a mutually acceptable alternative.

### **5.3 ALTERNATE WORK HOURS**

Employees may request a variation in their typical work schedules to accommodate personal needs. Such requests are subject to approval of the employer. The employer's approval or denial will be based on job related criteria.

#### **5.4 MEAL PERIODS**

Employees working an eight (8) hour shift will be granted an unpaid meal period. The unpaid meal period shall be one hour except by mutual agreement between the employee and supervisor.

#### **5.5 REST PERIOD**

Employees shall be provided a fifteen (15) minute rest period during each four (4) hours worked.

#### **5.6 COMPENSATORY TIME**

Employees shall receive compensatory time whenever they are required to work in excess of forty (40) hours per week.

In order to use compensatory time the employee must obtain advance approval from his/her supervisor. Compensatory time must be earned in one quarter and taken in one-half hour increments only and must be recorded during the pay period in which it is earned or it will be forfeited.

- A. Compensatory time will be credited on an hour for hour basis. Compensatory time may accumulate up to a maximum balance of 120 hours at the end of any pay period.
- B. In no case will employees receive compensation for unused compensatory time nor may compensatory time be used to extend an employee's termination date beyond the last date actually worked.

#### **5.7 JOB SHARING**

Employees may request a job sharing situation. Such requests are subject to employer approval. The employer's approval or denial will be based on job related criteria.

## **5.8 INSURANCE COVERAGE**

The employer contribution to group health insurance benefits shall be made for full-time and permanent part-time employees working twenty (20) or more hours and who regularly work more than six (6) months per year. The employer contribution to health insurance for eligible \$887 per month for fiscal year ending June 30, 2016. The employer contribution effective July 1, 2016 shall be \$1,054.00.

In the event an employee sustains a workers' compensation injury while employed at a unit of the university system, the employee is eligible to receive up to four (4) months of the employer's contribution towards group health insurance. Employees who have been employed for less than four (4) years are eligible to receive this benefit once in a two (2) year period. Employees who have been employed for four (4) or more years are eligible to receive the benefit twice in a two (2) year period. For purposes of this benefit, the two (2) year period shall commence at the time of injury.

## **5.9 COMPENSATION**

Wages shall be in accordance with Addendum A.

# **ARTICLE 6 LEAVES OF ABSENCE**

## **6.1 ANNUAL VACATION LEAVE**

Employees shall be eligible for annual leave in accordance with state statute and applicable regulations.

### **A. Time Annual Vacation Leave Taken**

The dates when employee's annual vacation leave shall be granted shall be determined by agreement between each employee and the employer with regard to the best interest of the employer as well as the best interest of each employee. In the event of conflicting simultaneous requests for vacation, the employee with seniority shall prevail. Earned leave credits need not be taken all at one time.

B. Extension By Leave Without Pay

Leave of absence without pay may be used to extend regular vacation, with prior approval of the supervisor.

**6.2 SICK LEAVE**

Employees shall be eligible for sick leave in accordance with state statute and applicable regulations.

A. Conditions for Use of Sick Leave

An employee may use sick leave credits for:

- 1) illness;
- 2) injury;
- 3) medical disability;
- 4) maternity related disability, including prenatal care, birth, miscarriage, abortion or other medical care for either employee or child;
- 5) quarantine resulting from exposure to contagious disease;
- 6) medical, dental or eye examination or treatment;
- 7) necessary care of or attendance to an immediate family member, or at the employer's discretion, another person, for the above reasons until other attendance can reasonably be obtained;
- 8) death or funeral attendance for an immediate family member (or, at the employer's discretion, for another person).

B. Immediate Family Defined

Immediate family refers to the employee's spouse and any member of the employee's household, or any parent, sibling, child, grandparent, grandchild or corresponding in-law.

C. Notification Prior to Sick Leave Usage

The employer may establish reasonable requirements for notification prior to sick leave usage. An employee who for reasons beyond his/her control cannot notify the employer when required will not be penalized.

### **6.3 JURY DUTY OR SUBPOENA LEAVE**

Employees who are summoned as a juror or subpoenaed as a witness shall be granted leave in accordance with state law and applicable regulations.

### **6.4 MILITARY TRAINING LEAVE**

Military training leave shall be granted in accordance with state law and applicable regulations.

### **6.5 PUBLIC SERVICE LEAVE**

An employee who is elected or appointed to public office shall be entitled to a leave of absence without pay not to exceed 180 days per year in accordance with state law.

### **6.6 MATERNITY, PARENTAL, AND FAMILY LEAVE**

Employees shall be granted maternity and parental leave in accordance with state law and campus policy. Family leave shall be granted in accordance with federal law and campus policy.

### **6.7 UNPAID LEAVE**

At the discretion of the employer, an unpaid leave of absence may be granted for good and sufficient reasons. An unpaid leave shall normally not exceed two years. An employee may continue to participate in the group insurance program during an authorized unpaid leave for up to a maximum of two years but must personally pay the total cost of coverage. Some restrictions may apply for Life and Long-Term Disability Benefits.

An employee who returns from an approved leave of absence without pay shall be reemployed in a comparable position without loss of accrued seniority and unused annual leave and sick leave benefits. Benefits will not accrue during a leave of absence. Seniority will not accrue during an unpaid leave of absence in excess of thirty (30) calendar days unless the leave of absence was because the employee was called to active military duty.

## **ARTICLE 7 HOLIDAYS**

### **7.1 HOLIDAYS LISTED**

Paid holidays shall be per state statute.

### **7.2 HOLIDAY EXCHANGES AUTHORIZED**

The Board of Regents of Higher Education may designate the following business days as holidays for employees in exchange for the same number of legal holidays enumerated above in accordance with 20-25-306, MCA.

- 1) the Friday following Thanksgiving;
- 2) the Monday before Christmas Day or New Year's Day if either holiday falls on a Tuesday; and
- 3) the Friday after Christmas or New Year's Day if either holiday falls on Thursday.

### **7.3 HOLIDAY PAY**

Eligible employees shall receive a maximum of eight (8) hours regular pay for all holidays. Employees who are required to work on a holiday shall receive either two times their regular rate of pay or their regular pay and an alternate day off to be taken at a time agreeable to the employee and the employer.

### **7.4 PART-TIME HOLIDAY PAY**

Part-time employees shall receive holiday pay on a pro rata basis.

### **7.5 HOLIDAY PAY ELIGIBILITY**

In order to be eligible for holiday pay, an employee must be in a pay status on the last regularly scheduled working day immediately before or on the first regularly scheduled day immediately after the holiday (2-18-603, MCA). If a new employee or an employee returning from inactive status or layoff reports to work on a day following the holiday, the employee will not receive compensation for the holiday.

## **ARTICLE 8 PROFESSIONAL RIGHTS**

### **8.1 PROFESSIONAL RIGHTS**

The employer, the association and employees agree to comply with the Montana Nurse Practice Act (37-8-101, MCA et seq.) and the Collective Bargaining for Nurses Act (39-32-101, MCA et seq.).

### **8.2 DISCIPLINE AND PERFORMANCE EVALUATION**

Except in cases of termination, the goal of discipline is to correct improper job actions or unacceptable performance, and to make a nurse a better nurse. No employee who has completed their probationary period may be disciplined or discharged without just cause. The principles of progressive discipline shall be followed except in cases involving egregious behavior when immediate termination is appropriate. Any formal disciplinary action shall take place in a private area. When a specific incident or violation is cause for formal disciplinary action, such discipline shall be instituted within ten (10) working days of the employer's knowledge of the incident or violation, except when a longer period is necessary to conduct a full investigation of the matter. Performance evaluations shall be conducted according to MSU policies and procedures.

### **8.3 TUITION WAIVER**

Employees are encouraged to further their education. Permanent employees who work at least three-quarter time on the date of registration are entitled to a waiver or partial waiver of tuition in accordance with Regent and MSU policy. When a course an employee desires to take is only offered during an employee's work schedule, the employee must obtain advance approval from the supervisor and may either take vacation leave or leave without pay for all hours absent from work, or with supervisory approval, may work an adjusted schedule to make up for the work time missed.

#### **8.4 EDUCATIONAL LEAVE**

Employees are eligible to request a leave of absence without pay after two years of continuous service to obtain additional education. If the employer grants the request, such leave shall normally not exceed two years.

The date an employee who is on an approved educational leave must return to work shall be agreed upon in writing prior to commencement of the leave.

#### **8.5 LEAVE FOR TRAINING AND CONTINUING EDUCATION**

At the employer's discretion, employees may be granted time off with pay to attend work related training. The employer will provide full-time employees at least three days of leave with pay per fiscal year to attend approved work related continuing education. Employees with fifteen (15) years or more of service will receive an additional one (1) day of leave with pay per fiscal year under this section. This benefit will be prorated for part-time employees. When attendance at a course or workshop is required by the employer, the cost of the course or workshop will be borne by the employer, and employees will be reimbursed for necessary travel, meals and lodging in accordance with state law and policy. The employer will attempt to allow employees an equal opportunity to attend work related training.

#### **8.6 ASSOCIATION REPRESENTATION**

Each employee shall have the right to have a representative of the association present during investigative meetings which the employee reasonably believes will result in discipline. It shall be the responsibility of the employee to ensure the association representative is notified and is present at any such discussion.

#### **8.7 PROFESSIONAL CONFERENCE COMMITTEE**

A Professional Conference Committee shall be established during the term of the agreement in order to facilitate communication and cooperation between employees and the employer, to provide a forum for open discussion, and to improve the understanding of problems and needs of employees and the employer related to nursing practices and employment conditions.



The committee shall typically consist of two employer representatives selected by the employer and two employees selected by the association. Additional resource persons may attend upon advance notice to the other committee members. The committee shall establish its own meeting schedule. The time, place and agenda of meetings shall be determined by the committee members. When committee meetings are scheduled during work hours, employees shall be excused from their regular assignments without loss of pay.

Committee recommendations are not binding on the employer and the committee has no authority to amend or modify the collective bargaining agreement.

#### **8.8 ACCESS TO PERSONNEL FILES**

Employees have the right to inspect and copy any material in their official employee file, in accordance with campus policy.

#### **8.9 ATTENDANCE AT ANNUAL ASSOCIATION MEETING**

Two employees, determined by the association shall be allowed two days of unpaid time off during October to attend the annual meeting of the association. A minimum of ten working days notice shall be provided the employer.

#### **8.10 ORIENTATION**

The employer will develop an orientation program which will be followed for new professional nurses and when new professional practices are introduced. Professional nurses are encouraged to inform the employer of matters where additional orientation is necessary. If a nurse feels that orientation is inadequate or that new professional practices have been introduced without adequate orientation they may submit the issue to the Professional Conference Committee for consideration.

## **8.11 DEPENDENT PARTIAL TUITION WAIVER**

### **A. Employee/Dependent Eligibility:**

Employees must be employed at least  $\frac{3}{4}$  time for five or more consecutive years before being eligible for a dependent tuition waiver benefit. Employees who utilize the faculty and staff tuition waiver are not eligible for a dependent tuition waiver during the same academic term. Only one dependent may utilize the dependent tuition waiver in an academic term. A dependent includes the employee's spouse or adult dependent, as defined in the MUS Employee Benefits Plan, and financially dependent children as defined by the Internal Revenue Code who are unmarried and under age 25.

### **B. Dependent Tuition Waiver Benefit:**

The tuition waiver benefit for dependents shall be for 50 percent of the residential tuition. In no case may registration, course fees or any other mandatory or miscellaneous fees be waived. Dependents may utilize the tuition waiver benefit to take courses at a two-year college or in any other two-year or certificate programs and to obtain a first baccalaureate degree at any unit of the university system. Dependents may not use the tuition waiver benefit to attend law school or obtain a graduate degree. The tuition waiver does not apply to non-credit, continuing education or other self-supporting courses.

## **ARTICLE 9 SENIORITY, LAYOFFS, AND VACANCIES**

### **9.1 SENIORITY AND PROBATIONARY PERIOD DEFINED**

The first six (6) months of employment of any employee newly hired into a position covered by this agreement shall be a period of probation. No time on leave without pay may be considered for probationary period purposes. An employee's probationary period may be extended for an additional six (6) months after written notice to the employee and the union. At any time during the period of probation the employee may be discharged without any showing of cause and without recourse to the grievance procedure.

Seniority shall date from the date of hire into a bargaining unit position and is available for use after completion of the probationary period. Seniority shall cease to accrue if an employee is laid off, transferred or promoted out of the bargaining unit or during a leave without pay in excess of thirty (30) calendar days unless the leave without pay was because the employee was called to active military duty. Seniority shall be forfeited upon termination or after a layoff in excess of one (1) year. Seniority is not transferable between bargaining units or other units of the university system.

## **9.2 SENIORITY LIST**

A seniority list shall be posted no later than ninety (90) days after the signing of this agreement. Any employee who disagrees with the seniority list must inform the employer (or file a grievance) within ten (10) working days of the posting. Unless a disagreement is raised within ten (10) days of posting, the seniority list shall be deemed conclusively correct for all purposes. The seniority list shall be updated upon request or periodically as necessary.

## **9.3 SENIORITY IN UNSCHEDULED LAYOFFS**

The selection of the classification to be affected in an unscheduled layoff is a management prerogative. Except for voluntary layoffs, the selection of the employee for an unscheduled layoff within the affected classification shall be based on seniority as long as the remaining employees are qualified to perform all required functions. The employer shall give at least thirty (30) calendar days notice prior to layoff or pay in lieu thereof.

## **9.4 SCHEDULED LAYOFF**

An employee's employment may be temporarily discontinued at certain specified times or intervals which are understood to be an inherent condition of employment. Upon expiration of the term specified, the employee shall be reinstated. Scheduled layoffs are not subject to the conditions outlined above for unscheduled layoffs.

## **9.5 RECALL TO EMPLOYMENT**

Employees shall be recalled to their former position in reverse order of layoff. Employees will be eligible for recall for one year from the date of layoff. The laid off employee shall be notified at their last known address by certified mail of any recall to employment. If the employee fails to communicate acceptance of a recall to employment within five (5) calendar days from the date of the mailing of the notice of recall, the employee shall be considered as having forfeited any right to reemployment.

## **9.6 RECRUITMENT AND SELECTION PROCEDURES**

Recruitment and selection of permanent bargaining unit employees will be in accordance with campus policy. When filling a vacant or newly vacated position in the bargaining unit, where qualifications are equal in all respects, seniority shall prevail. A professional nurse will be included on search committees which are convened to fill bargaining unit vacancies. The same professional nurse will not be selected each time. At least one registered nurse and the acute care M.D. will typically be included on search committees convened to recruit casual call nurses.

Consideration will also be given to including a professional nurse on search committees convened to fill non-bargaining unit vacancies in Student Health Services.

# **ARTICLE 10 MISCELLANEOUS CONTRACT PROVISIONS**

## **10.1 SAFETY**

The employer will insure a safe work environment in accordance with state law and OSHA regulations (50-71-201, MCA et seq.). All bargaining unit employees will be provided the following by the employer: Hepatitis B vaccine, TB skin test, and other immunizations required for employment.

## **10.2 REIMBURSEMENT FOR DAMAGED PROPERTY**

Employees may request reimbursement for personal property which is damaged at work as a result of patient abuse, equipment malfunction or other circumstances which are outside the control of the employee.

### **10.3 NONDISCRIMINATION**

Neither the employer nor the association shall discriminate on the basis of race, color, religion, national origin, creed, service in the uniformed services (as defined in state and federal law), veteran's status, sex, age, political ideas, marital or family status, pregnancy, physical or mental disability, genetic information, gender identity, gender expression, or sexual orientation. Violations of 10.3 are not subject to the grievance and arbitration clause Article 11 of this Agreement.

### **10.4 ETHICAL CONDUCT AND PROHIBITED PRACTICES**

Public employees have a special obligation to carry out their duties for the benefit of the people of the state and to avoid taking actions that cause them to violate the public's trust. State law at 2-2-101 through 2-2-304 MCA includes several specific prohibitions and provides for significant penalties including fines and imprisonment for violators.

Employees may also be subject to discipline for violation of public trust.

Examples of prohibitions include but are not limited to: 1) using work time, facilities, equipment supplies, personnel or funds for private business purposes including any campaign activity persuading or affecting a political decision; 2) engaging in any activity, including lobbying on behalf of an organization of which the employee is a member while performing job duties; 3) receiving two salaries as a public employee for work during overlapping hours; 4) accepting a substantial gift or economic benefit, or reward for an official action; 5) disclosing or using confidential information acquired in the course of official duties in order to further the employee's personal economic interests; 6) assisting any person for a fee or other compensation in obtaining any service, claim, license, or other economic benefit from the employer; 7) performing any official act directly and substantially affecting a business or other undertaking in which the employee has a substantial interest or is engaged as a consultant, representative or agent; 8) soliciting or accepting employment or engaging in meetings or negotiations to consider employment with a person who the employee regulates in their official duties without first giving notice to their supervisor, or 9) engaging in a substantial transaction for private business purposes with a person the employee inspects or supervises.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

### **11.1 GRIEVANCE DEFINITION**

Having a desire to create and maintain harmonious labor relations, the parties agree to promptly attempt to settle all grievances in accordance with the provisions of this agreement. A grievance is defined as any complaint, controversy or dispute regarding the interpretation or application of the terms of this agreement.

### **11.2 PROCEDURES FOR FILING GRIEVANCES**

All grievances must be filed within ten (10) days following the act or omission giving rise to the grievance.

Step 1: Within ten (10) days of the act or omission giving rise to the grievance, an employee with a grievance shall discuss their grievance with their immediate supervisor. The immediate supervisor shall have ten (10) days to respond to the grievance.

Step 2: If the grievance is not resolved informally at Step 1, a formal grievance may be presented in writing within ten (10) days from receipt of the Step 1 response to the Director of Student Health Services. The Director of Student Health Services shall issue a written decision to the employee within ten (10) days of receipt of the grievance.

Step 3: If the grievance is not settled at step 2, then within ten (10) days from receipt of the response from the Director of Student Health Services, the employee may submit the written grievance to the Director of Personnel Services together with a copy of all material submitted or received at step 2. The Director of Personnel Services shall issue a written decision to the employee and the association within fifteen (15) days of receipt of the grievance.

Step 4: If the grievance is not settled at step 3 then within ten (10) days after receipt of the written decision of the Director of Personnel Services, the association and the employee may submit the written grievance to the Commissioner of Higher Education together with a copy of all materials submitted or received at Steps 2 or 3. The Commissioner of Higher

Education shall, within twenty (20) days after receipt of the grievance, issue a decision in writing to the employee and the association.

### **11.3 ARBITRATION**

Within ten (10) days of the receipt of the step 4 decision the association and the grievant may file a written request for arbitration with the Commissioner of Higher Education. The written request for arbitration must be signed by the grievant and official association representative. Only those alleged violations of the agreement identified in the written grievance may be considered at arbitration.

- A. Selection of an Arbitrator If the association and the employer cannot agree upon an acceptable arbitrator, they shall forward a joint written request to the Federal Mediation and Conciliation Service to provide a list of names of seven (7) arbitrators. Each party shall alternatively strike names from the list until only one (1) name remains. The remaining person shall be designated the arbitrator.
- B. Arbitrator's Authority The arbitrator shall not have the power to add to, detract from, modify or amend this agreement in any way.
- C. Decision Binding The decision of the arbitrator shall be final and binding upon the employer, the employee grievant, and the association.
- D. Arbitration Expenses Each party shall be responsible for the fees and expenses of presenting its own case. The fees and expenses of an impartial arbitrator shall be shared equally between the parties. In the event one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay the cost of such transcript or the cost shall be borne equally if both parties desire a transcript.
- E. Grievances concerning the Montana University Achievement Project (MAP) are excluded from the contractual grievance process. The sole and exclusive appeals process for MAP related grievances is that contained in the MAP Performance Development and Compensation Programs Guide.

#### **11.4 RULES OF GRIEVANCE PROCESSING**

- A. Timeframes References to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties at that step of the procedure. Any grievance which is not filed or advanced within the time limits provided for herein shall be invalid and without further recourse. In computing any period of time prescribed herein, the date of the act, event or default for which the designated period of time begins to run shall not be included.
  
- B. Exclusive Remedies Employees who file complaints alleging unlawful discrimination or other unlawful conduct under administrative, state, or federal complaint procedures may not file a contractual grievance over a similar matter and the employer shall be under no obligation to process any such contractual grievance which may be filed.
  
- C. Written Grievances Grievances presented in writing shall include the following specific information: complete statement of the grievance including the facts upon which the grievance is based, specific contract provision allegedly violated, names of witnesses having knowledge of relevant facts, specific remedy requested and the employee grievant's signature. Copies of relevant documents should be attached to the grievance.
  
- D. Association Representation The employee grievant may be represented by the association at any step of the grievance procedure.
  
- E. Upon request and approval, employee representatives may receive time off with pay from their regular duties for a reasonable amount of time (not to exceed two (2) hours for each grievance) to process written grievances or attend an arbitration hearing when their participation is required.



**ARTICLE 12  
EFFECT OF AGREEMENT**

**12.1 CONFLICT WITH STATUTE**

Throughout this contract, benefits provided by statute are summarized. These benefits are changed from time to time by the legislature. The intent of the parties is that eligible employees will receive benefits in accordance with applicable current state statutes. If there is a conflict between statute and the agreement the statutory provision shall take precedence.

**12.2 SAVINGS CLAUSE**

Should any portion of this agreement be determined unlawful, invalid, or unenforceable by a competent authority, that portion of the agreement declared invalid shall be null and void, however, the rest of the agreement shall remain in full force and effect.

**12.3 INTERIM AMENDMENT**

This is the sole and complete agreement between the parties and supersedes all prior agreements, understandings, and practices, oral or written, express or implied. Each party hereby waives the right to insist that the other party bargain collectively during the life of this agreement with respect to any questions of wages, hours, fringe benefits, or other conditions of employment. Changes to this agreement may be negotiated only upon mutual agreement of the parties to this agreement. Any agreed to changes shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement. In order for any changes to be effective, they must be set down in writing, and approved and signed by the association and the Commissioner of Higher Education.

**ARTICLE 13  
TERM OF AGREEMENT**

**13.1 CONTRACT TERM**

This contract shall be in effect from ten (10) working days after the date of ratification or July 1, 2015, whichever is later, and shall continue until and including June 30, 2017. Either party desiring to modify or extend this agreement must do so in writing on or before March 30, 2017.

**ADDENDUM A  
WAGES**

1. Effective January 15, 2016, members shall receive a base wage increase of \$0.50.
2. Effective January 15, 2017, members shall receive a base wage increase of \$0.50.

**ADDENDUM B**  
**LETTER OF UNDERSTANDING**

Each year one (1) nurse will be sent to the American College Health Association Conference with all expenses paid up to the limits set in MSU-Bozeman's travel reimbursement policies. This RN may or may not be presenting a program. A nurse may save two (2) years of continuing education dollars to use toward the conference.

One (1) or two (2) nurses may use their CE money to attend the MNA conference each year. RN's may use their CE money for College Health Certification.

The annual CE dollar amount will be established at the employer's discretion. For the 2015-2017 contract term, the annual amount will be \$1,100 per fiscal year.

DATED this 11<sup>th</sup> day of April, 2016.

FOR THE  
MONTANA UNIVERSITY SYSTEM:



\_\_\_\_\_  
Clayton T. Christian  
Commissioner of Higher Education

FOR THE  
MONTANA NURSES ASSOCIATION



\_\_\_\_\_  
Amy Hauschild  
Bargaining Representative

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