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Total Pages: 19 R 0.00 By: mejohnson 11/23/2022 04:07:39 PM
Cascade County, Rina Ft Moore - Clerk & Recorder



Collective Bargaining Agreement

Between

Cascade County, Montana

and

Montana Nurses' Association

Effective July 1, 2022 – June 30, 2025

Table of Contents

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - PURPOSE	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
ARTICLE 4 - MAINTENANCE OF BENEFITS	1
ARTICLE 5 - LABOR MANAGEMENT COMMITTEE	2
ARTICLE 6 - PERSONAL RESPONSIBILITY OF THE PROFESSIONAL NURSE	2
ARTICLE 7 - STAFF DEVELOPMENT	3
ARTICLE 8 - ORIENTATION	3
ARTICLE 9 - JOB DESCRIPTION	4
ARTICLE 10 - EVALUATION PRINCIPALS & GUIDELINES	4
ARTICLE 11 - SENIORITY	5
ARTICLE 12 - LAYOFFS & RECALLS	6
ARTICLE 13 - PROMOTIONS	7
ARTICLE 14 - TERMINATION OF EMPLOYMENT	7
ARTICLE 15 - LEAVE OF ABSENCE	7
ARTICLE 16 - USE OF AGENCY FACILITIES & ASSOCIATION ACTIVITIES	8
ARTICLE 17 - HOLIDAYS	9
ARTICLE 18 - HOURS OF WORK	9
ARTICLE 19 - TRANSPORTATION ALLOTMENT	10
ARTICLE 20 - GRIEVANCE PROCEDURE	10
ARTICLE 21 - DISCIPLINE & DISCHARGE	12
ARTICLE 22 - NON-DISCRIMINATION	13
ARTICLE 23 - HEALTH & WELFARE	13
ARTICLE 24 - JOB SAFETY & HEALTH	13
ARTICLE 25 - TERM OF AGREEMENT	14
ARTICLE 26 - PAY	14
ARTICLE 27 - CONTRACT MINIMUMS	15
ARTICLE 28 - EFFECTIVE DATE	15
WAGE RATE SCALE - ADDENDUM	17

AGREEMENT

Between

Cascade County and Montana Nurses Association

THIS AGREEMENT is made and entered into by and between the Cascade County Board of Commissioners, Great Falls, Montana, hereinafter referred to as the AGENCY or EMPLOYER, and Montana Nurses Association, hereinafter referred to as the ASSOCIATION.

ARTICLE 1 -- RECOGNITION

The AGENCY recognizes the ASSOCIATION as the exclusive representative of all registered nurses employed by the City-County Health Department/, with the exception of the Nurse Supervisors and Advanced Practicing Registered Nurses (APRN) and Temporary, Occasional Hire Nurses, for the purpose of collective bargaining of salaries, rates of pay, hours of employment, and other terms and conditions of employment and nursing practice.

ARTICLE 2--PURPOSE

The main purpose of this AGREEMENT is to provide improved Public Health Services through the continued promotion of effective employment-management cooperation; to promote fair and reasonable working conditions; to promote effective methods for prompt adjustment of differences; misunderstandings and disputes; to promote full and responsible employee participation in such personnel areas as are within the jurisdiction of Cascade County in the City-County Health Department/.

ARTICLE 3 -- MANAGEMENT RIGHTS

As per Montana Code Annotated 39-31-303, Management Rights of Public Employers; public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as, but not limited to:

- (1) direct employees:
- (2) hire, promote, transfer, assign, and retain employees:
- (3) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive:
- (4) maintain the efficiency of government operations:
- (5) determine the methods, means, job classifications, and personnel by which government operations are to be conducted:
- (6) take whatever actions may be necessary to carry out the mission of the AGENCY in a situation of emergency:
- (7) establish the methods and processes by which work is performed.

ARTICLE 4 -- MAINTENANCE OF BENEFITS

- A. 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 signing of this AGREEMENT. Definitions and proration of employee benefits shall be made in accordance with state law (MCA Section 2-18-601 et seq. and 2-18-701 et seq.).

- B. In the event that any provision of this AGREEMENT shall at any time be made invalid in applicable legislation or 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.
- C. The parties hereto agree that the terms and conditions of this AGREEMENT shall bind them and their successors and assignees.
- D. If any Article or Section of this AGREEMENT should be held invalid by operation of law, the remainder of this AGREEMENT shall not be affected thereby and the Parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 5 -- LABOR MANAGEMENT COMMITTEE

Section 1: The purpose of this Labor Management Committee (LMC) shall be to facilitate communication and cooperation between registered 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 registered nurses and other programs of the AGENCY; 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 AGENCY. 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 forty-eight (48) hour notice to the other party should pressing issues be recognized that require attention before the next scheduled meeting.

Section 3: Meetings of the LMC meetings may be held on AGENCY property and use such facilities. All time spent in the LMC and will be considered as time worked per the LMC Charter.

ARTICLE 6 -- PERSONAL RESPONSIBILITY OF THE PROFESSIONAL NURSE

- A. Current Licensure in Montana is mandatory. The AGENCY will pay the renewal fees for each nurse's license.
- B. Membership in the American, Montana and appropriate District Nurses Associations is mandatory for permanent employees. Dues will be paid through payroll deductions.

It shall be a condition of continued employment that nurses covered by this AGREEMENT shall become and remain members of the ASSOCIATION in good standing to the extent of paying the uniform ASSOCIATION membership dues or a representation fee by the one hundred eightieth

(180th) calendar day of their employment.

Any employee who fails to comply with the foregoing provisions shall be discharged by the County no later than thirty (30) days after receipt of a written request for discharge from the ASSOCIATION.

- C. Adherence to the ANA Code for Professional Nurses. (ADDENDUM B)
- D. Maintenance of good physical and mental health.
- E. Adherence to specified AGENCY job description.
- F. Adherence to the Montana Nurse Practice Act.
(https://leg.mt.gov/bills/mca/title_0370/chapter_0080/parts_index.html)

ARTICLE 7 -- STAFF DEVELOPMENT

- A. Inservice: The program of inservice education currently provided for by the AGENCY at the rate of forty-eight (48) hours per year shall be maintained and available to all nurses with programs posted when possible. The forty-eight (48) hours per year will include twelve (12) nursing CEU hours. The content and procedures of this program is a subject for discussion by the Labor Management Committee. It is the intention of both parties that the inservice will be planned so that the nurses may attend on work time.
- B. Courses of Educational Nature: Each nurse may be entitled to leave with pay each year to attend courses, institutes, workshops, seminars, or other meetings of an educational nature, with approval of the Health Officer. The provisions regarding compensatory time contained herein shall be applied to staff development. Travel time to and from the workshop, when required, will be compensated.
- C. Such leave shall not interfere with staffing as determined by the Health Officer.
- D. Every effort shall be made to allow at least one nurse from the Unit to attend the annual Montana Public Health Association meeting. This shall be considered time worked.
- E. One nurse shall be allowed administrative leave to attend MNA meetings, not to exceed six (6) hours annually.
- F. At least two (2) nurses shall be allowed leave to attend the annual MNA Convention each year **as staffing permits**.

ARTICLE 8 --ORIENTATION

The EMPLOYER commits to supporting newly hired nurses throughout their orientation process and employment. New employees will be given a minimum of two (2) weeks orientation, which may be

extended by the Health Officer after considering input from the new employee and mentor, respective to responsibilities while on duty at initial onset of employment with the EMPLOYER or at nurse job transfer or promotion, the EMPLOYER will provide an orientation checklist for each department the nurse is being oriented too. Except in the case of extenuating circumstances, orientation will not be superseded by staffing needs. Throughout the orientation process, new hires will be paired with a mentor or an experienced RN. When possible, new employees will generally be assigned to work with the same mentor or experienced RN. Nurses who have been permanently transferred or promoted from a previous position with the EMPLOYER, will be given a minimum of one week orientation while on duty.

New nurses will serve a six (6) month probationary period.

When a new RN is hired, the ASSOCIATION shall have the opportunity to meet with the RN and deliver: a copy of the current contract between the ASSOCIATION and Cascade County and an ASSOCIATION new hire welcome packet. A member of the ASSOCIATION shall have the ability to meet with the newly hired RN to discuss ASSOCIATION business and answer any questions. Such meeting times shall not supersede staffing needs.

ARTICLE 9 - JOB DESCRIPTION

Each nurse upon employment shall be provided with a current written job description by the AGENCY, setting forth job requirements, duties, general responsibilities, and the designation of whether or not the position is supervisory. These written job descriptions shall be made available to the nurse immediately upon employment as well as to those nurses who may, through job promotions, attain different positions. **Nurses shall be notified prior to any changes to existing job descriptions.**

ARTICLE 10 - EVALUATION PRINCIPALS AND GUIDELINES

To meet evaluation criteria a performance appraisal must be:

- A. Developed within the framework of the AGENCY'S written policies.
- B. Based on expectations stated in the job description for the position. The awareness of these expectations by both the evaluator and the evaluatee must be a continuing process beginning at the time of employment.
- C. Based on the merits of the individual as per the job description.
- D. Written and presented by evaluator(s) who:
 - 1. Have been oriented to the evaluation tool as provided by the AGENCY.
 - 2. Knows specifically whom he/she is observing for purposes of evaluation.
 - 3. Have made actual and frequent observances of evaluatee(s) performance.

4. Have been responsible for program activities and/or day-to-day guidance of the evaluatee growth and development. The evaluation must be prepared prior to and presented in an evaluation conference that must be conducted by the person doing the evaluation. This conference must be conducted on a planned basis with foreknowledge of the evaluatee as to time and place.
- E. Prepared and presented prior to completion of the first ninety (90) days of employment, no less than annually thereafter, and immediately upon termination of employment.

Presented to the evaluatee with the understanding that:

1. He/she has been oriented to the specific evaluation tool as recommended by the AGENCY.
 2. He/she may comment in writing on the evaluation form.
 3. He/she has the responsibility to participate in the evaluation conference by mutually planning, with the evaluator, personal and professional goals for further individual development.
 4. He/she has known specifically by who observed for purposes of evaluation.
- F. Signed and dated by both the evaluator and evaluatee to signify that the evaluation has been reviewed in conference.
- G. Reviewed, dated and signed by a member of the AGENCY in the line of authority above the evaluator.
- H. Upon request, the nurse shall be given a copy of the reviewed, dated, and signed evaluation.
- I. If a permanent nurse shall receive an evaluation that indicates unsatisfactory performance in some areas of his/her practices the unsatisfactory areas in question shall be defined in writing with written suggestions for improvement and sixty (60) working days to improve his/her performance. Another evaluation shall be prepared and presented at the end of this sixty (60) day period to indicate any change in performance unless there is a clear and present danger to patients if the nurse remains in his/her assignment. Should performance be satisfactory after re-evaluation, the employee would then be eligible for his/her annual increase.

ARTICLE 11 -- SENIORITY

- A. Only registered nurses who are classified as permanent employees can obtain seniority as a Public Health Nurse.
- B. Seniority is defined as a nurse's length of continuous service since the last date he/she started to work for the AGENCY, except as otherwise provided herein. Computation of seniority will be determined on the basis of months and fractions of months with the understanding that months for the purpose of this AGREEMENT when used in determining a fraction, will be taken as thirty (30)

days in length, and each part of a partial day taken as a whole day. If more than one (1) nurse started work on the same day, they will be placed on the seniority list in alphabetical order.

- C. The AGENCY will maintain a seniority list for Public Health Nurses showing their continuous employment and indicating full-time and part-time nurses.
- D. Qualified and eligible senior public health nurses will be considered for vacancies occurring within their area of experience and qualifications.
- E. The parties recognize that circumstances may arise wherein it is necessary to hire additional, emergency staffing on a short-term basis to meet and/or combat an undue disruption to the operational needs of the AGENCY due to a staffing shortage. The AGENCY reserves the right to fill temporary vacancies at the discretion of the AGENCY. For purposes of this AGREEMENT, Temporary, Occasional Hire Nurses shall be defined as those nursing positions necessary to meet and/or combat an undue, short-term disruption in the AGENCY operational needs and which position will terminate upon the abatement of the undue disruption or nine (9) months, whichever first occurs.
- F. In the event of a permanent transfer from one job classification to another, a nurse's seniority will date from the date he/she began work for the AGENCY. Seniority of a nurse will be terminated for the following reasons: 1) voluntary termination of employment; 2) discharge for good cause; 3) failure to arrange to return to work after recall within seventy-two (72) hours of the date of notice or recall by the AGENCY and failure to report to work within fifteen (15) days of the employee's decision to return to work (unless failure to report was beyond their control); 4) engaging in other employment during leave of absence without prior AGENCY approval; and 6) twelve consecutive months of unemployment.
- G. Seniority of a nurse may be frozen for a maximum period of one (1) year, during which no seniority shall accrue, if the following are met:
 - 1. The nurse must have been employed in a position covered by this AGREEMENT for a period of at least one year,
 - 2. The nurse must return to **a position within the bargaining unit** within twelve months of their **leaving the bargaining unit**.

ARTICLE 12 - LAYOFFS AND RECALLS

- A. Where competence and ability of regular employed nurses are equal, accumulated length of service with the AGENCY shall be controlling consideration in reduction of force (layoffs) or reemployment (recall).
- B. Layoffs – is defined as the act of laying off an employee from work temporarily.
- C. Recalls – The last laid off shall be the first rehired. In the event that two or more persons are laid

off on the same date, then for recall purposes, seniority shall govern.

- D. When job openings are again available, the AGENCY shall not hire new personnel to fill those vacancies created by the layoffs until those who have been laid off have been given the opportunity to accept or reject the job openings. Seniority for recall purposes shall be accorded for one (1) year. The employee shall notify the EMPLOYER within five (5) days of his/her intention and report to work within fifteen (15) days after the employee's decision to return to work or shall be considered to have forfeited recall rights.
- E. Any recalled employee shall not lose accrued benefits or loss of pay earned prior to layoff.

ARTICLE 13 - PROMOTIONS

- A. Any vacancies or new jobs which are clearly not due to temporary causes and which the AGENCY decided should be filled, will be filled by promotion of present nurses, insofar as is practical, and if present nurses have exhibited capabilities and competency to fill such positions. Additional consideration will be given to those that have completed training sessions to ensure further success such as management trainings and functioning as a lead position. Such job vacancy will be posted for bids for seven (7) days straight on the bulletin board.
- B. In the event that an employee cannot demonstrate his/her aptitude to perform his/her newly assigned job within 30 days, he/she will be returned to his/her former job or to one as near the employee's former status and pay rate as can be arranged at the time.

ARTICLE 14 - TERMINATION OF EMPLOYMENT

- A. The AGENCY normally shall give employees two (2) weeks written notice prior to termination of employment, unless said termination is for good cause, with that cause and/or complaint in writing. A discharged nurse shall be entitled to a review through the grievance procedure.
- B. The AGENCY agrees that an employee whose work is of such quality as to discipline shall be specifically warned by the supervisor, with reasons stated in writing, of any intention which the supervisor may have of recommending demotion, discharge, or disciplinary layoff.

ARTICLE 15 -- LEAVE OF ABSENCE

- A. Emergency Leave: Emergency leave of not more than five (5) days with pay may be granted for all full-time nurses for critical illness or death in the immediate family (immediate family being parents, spouse, siblings, children, household dependents, including foster children, in-laws, grandparents aunts, uncles, cousins), and other individuals at the discretion of the Health Officer, chargeable to accrued sick leave.
- B. Leave without Pay: The AGENCY may grant a nurse leave of absence without pay for a period to be determined by the Health Officer and Nursing Supervisor in the event that the nurse has

demonstrated good cause and such cause is compatible with proper nursing service. Such good cause may include, but is not limited to: further education and long-term illnesses of employee or member of the employee's family lasting beyond sick leave.

1. A full-time nurse who has at least one (1) year of continuous employment at the AGENCY may make written request for leave without pay to obtain further nursing education at the nurses' own expense.

2. After a minimum of seven (7) years of employment with Cascade County, leave of absence without pay may be requested up to one (1) year for travel, rest, etc. without loss or gain in status and with prior administrative approval. Denial is not subject to the grievance procedure.

C. Maternity and Military Leave: Maternity and Military Leaves will be granted according to statutory law and Cascade County Operations Manual (CCOM) Policy Section 60; and an equivalent position and salary will be granted upon return to work. An associate, whether married or single, who adopts a child shall be entitled to leave on the same basis as maternity leave. After one (1) continuous year of employment, the nurse shall be granted up to one (1) year of maternity leave with no pay, by mutual agreement. Extensions beyond one (1) year shall be determined on an individual basis. The leave shall be in writing, stating the dates leave shall be granted. Accumulated sick leave may be used for maternity leave, which will be in accordance with County Policy, State Statute, and Family Medical Leave Act.

D. Personal Business Day: One (1) personal business day with pay per year will be granted with prior approval of the Health Officer or CEO. This business leave can be taken in fifteen (15) minute increments and will not carry over to the next fiscal year. Personal business is defined as necessary activities not covered under sick leave, or for emergency situations defined by Cascade County Policies.

Personal business leave for part-time nurses shall be prorated based on the number of hours worked in one (1) year.

E. All other leaves will be administered according to CCOM Policy Section 60.

F. Sick Leave - Sick leave shall be approved to the nearest one-quarter (1/4) hour.

G. Family Medical Leave Act.

ARTICLE 16 -- USE OF AGENCY FACILITIES AND ASSOCIATION ACTIVITIES

A. The ASSOCIATION, acting through the Nurses' Local Unit, may use available facilities at the AGENCY for ASSOCIATION meetings. Requests for the use of meeting rooms shall be made in advance through the Health Officer.

B. The ASSOCIATION shall have the right to use designated AGENCY bulletin boards to

announce meetings, local, regional, or state, and to otherwise inform its members of matters of professional interest. No derogatory information will be posted about the EMPLOYER.

- C. The authorized representatives of the Montana Nurses' Association or their representatives shall have access to the premises to conduct ASSOCIATION business so long as the work of the employees does not become interrupted. The ASSOCIATION representatives will notify the AGENCY prior to gaining access to the premises.

Upon request, the Cascade County Human Resource Department shall supply a complete list of all registered nurses in the bargaining unit including names, complete mailing address, shift, phone number, date of hire, department and employee status.

ARTICLE 17 – 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.

Holidays will be administered pursuant to Cascade County Policy, State, and Federal Law.

ARTICLE 18 -- HOURS OF WORK

- A. Forty (40) hours shall constitute a basic workweek.
- B. Nurses authorized to work in excess of forty (40) hours per week shall be granted compensatory time at the rate of one and one-half (1 ½) hours for every hour worked. Comp time usage will be administered per CCOM Policy 60.3.
- C. Vacation leave, sick leave, and compensatory time used will not be counted as regular hours worked for the accrual of compensatory time or overtime.

ARTICLE 19 -- TRANSPORTATION ALLOTMENT

The AGENCY shall compensate all nurses required to drive their own automobile in the official performance of their work duties in compliance with MCA § 2-18-503.

ARTICLE 20 - GRIEVANCE PROCEDURE

- A. Statement of Purpose: The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as soon as they arise concerning the interpretation or application of this AGREEMENT, without any interruption or disturbance of normal operations. The ASSOCIATION and the AGENCY recognize the importance of settling any grievance, controversy or dispute arising over the operation of this AGREEMENT and the parties seek to secure, at the lowest and earliest level possible, equitable solutions to complaints or grievances of nurses or groups of nurses. Both parties agree that proceedings under this article shall be kept as informal and confidential as may be appropriate.
- B. Definitions: "Grievance" shall mean a complaint by a nurse or group of nurses based upon event, condition or circumstances under which a nurse works which allegedly caused a violation, misinterpretation, or inequitable application of established policy or any provision of this AGREEMENT. The term "days" shall mean calendar days excluding Saturday, Sunday, and holidays.
- C. Steps in the Grievance Procedure: All claims or grievances must be submitted in writing within fifteen (15) days after occurrence or discovery, or be forever waived. The date of occurrence and the discovery must be included in the grievance report.

Step 1: . The grievance shall first be presented in writing by the grievant or their representative to the employee's Division Manager. The parties shall meet to discuss the grievance in an effort to find a resolution. The Division Manager shall submit a written answer within ten (10) days of the Step 1 meeting.

Step 2: . If the answer in Step 1 is not satisfactory, the grievant or their representative may file it with the Health Officer or designee within ten (10) days of receiving the answer in Step 1. Within ten (10) days of submitting the grievance, a meeting will be arranged with the Health Officer or designee to discuss the grievance. The Health Officer or designee shall submit his/her written answer within ten (10) days of the meeting.

Step 3: If the grievance is not resolved at Step 2, the grievant or their representative may submit the grievance to the Board of County Commissioners or their designee within ten (10) days of receiving the answer from the Health Officer or designee. The Board of County Commissioners or their designee shall submit its written answer within ten (10) days of receiving the grievance

Step 4: If the grievance is not resolved in Step 3, the grievance may be presented in writing to the Human Resource Director within ten (10) days of receiving the answer in Step 3, with a request to convene a Grievance Panel. The Grievance Panel shall consist of four members, two selected by the Union (none of whom is party to the grievance or been involved in the processing of the grievance) and two selected by the County with the same conditions applying as for the Union's selected people. The panel will convene within thirty (30) days of receipt of request for the Grievance Panel to consider the grievance. Should the panel reach a majority decision on the issue, the panel will issue a written decision within ten (10) days of the Grievance Panel Meeting and if all parties agree to decision, that decision shall be final and binding on all parties involved in the grievance. If the Grievance Panel is unable to reach a majority decision on the issue, written notice shall be sent to both parties within then (10) days of the Grievance Panel Meeting.

Step 5: If the grievance is not resolved at the Grievance Panel the parties can mutually agree to mediation prior to arbitration. If mediation is agreed upon, the time for notice of arbitration shall be tolled until the completion of mediation.

Any grievance that has not been resolved to the satisfaction of both parties at one of the steps above may be submitted to arbitration under the provisions of Step 6.

Step 6: Within thirty (30) calendar days of the decision of the Board of County Commissioners or their designee and no resolution, said grievance may be submitted to arbitration. A grievance submitted to arbitration must be in accordance with the following procedures:

- a) The dissatisfied party shall notify the other party in writing stating said party's intent to submit the matter to arbitration. Also, said notification shall contain a list of five (5) arbitrators from the State Board of Personnel Appeals.
- b) Within five (5) working days of the date of receipt of list of arbitrators, each party shall alternate in striking names until one arbitrator remains. The first party to strike the name of one of the five arbitrators shall be determined by chance. The remaining name shall be the arbitrator and his/her decision shall be final and binding to both parties.
- c) The party that is requesting arbitration shall then notify the arbitrator and the Board of Personnel Appeals of the selection within three (3) days from the date of selection. The arbitrator shall conduct hearings and render a decision within thirty (30) days of the date of notification of his/her selection. The decision shall be final. The arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms contained in this AGREEMENT.

D. The expenses of the arbitration shall be borne by the two parties equally. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for

the record. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.

- E. There shall be no strikes, walkouts, slowdowns, or lockouts during the term of this AGREEMENT, or any extension thereof, except for a failure or refusal by either party to adhere to the grievance and arbitration proceedings. Hand billing will not occur on County property or during paid time.
- F. The time periods specified in this Article refer to work days (excluding weekends and holidays) and may be extended by written agreement of the parties.
- G. Any employee who ceases work to engage in an unauthorized work stoppage may be discharged or otherwise penalized by the AGENCY.
- H. If either party fails to comply with the time limits set forth herein, the grievance will move to the next Step in the grievance procedure.

ARTICLE 21 -- DISCIPLINE & DISCHARGE

- A. Once an employee has successfully completed a 6-month probationary period, the employee shall not be discharged or disciplined without good cause for poor job performance or employee misconduct.
- B. The EMPLOYER shall use progressive discipline for non-probationary employees. The ASSOCIATION and the AGENCY agree that the following are grounds for summary discharge:
 - theft;
 - insubordination;
 - any form of sexual harassment or sexual harassment which is used as a term or condition of employment;
 - conducting private business for gain on County time;
 - acts of physical violence towards county employees or the public;
 - purposely destroying County property, employee property, and public property;
 - consumption of alcohol while at work or on County property;
 - the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by an employee in the workplace on or off work time;
 - job performance that endangers the health or life of County employees or the public;
 - conviction of a criminal offense which affects the employee's ability to perform in their position, or poses a threat to the wellbeing of other county employees or the public they may be serving.
 - willful breach of HIPAA/HITECH confidentiality.
- C. Progressive discipline shall mean verbal warning, written warning, suspension, demotion (if applicable) or termination. Nothing in this provision precludes the AGENCY from implementing discipline at a higher level if the breach of discipline warrants a more severe action.

- D. Management reserves the right to remove an employee from the workplace to conduct an investigation prior to possible discipline or discharge.
- E. Whenever there is a meeting between a Nurse and the Supervisor or the Health Officer, which may result in a disciplinary action, the Nurse shall be advised of the right to have a Unit Member or ASSOCIATION Representative present. If an ASSOCIATION Representative is requested, such meeting shall not be delayed for more than thirty-six (36) hours.

ARTICLE 22 -- NONDISCRIMINATION

- A. The AGENCY, engaged in hiring, promoting, advancement or assigning to jobs or any other term or condition of employment, agrees not to discriminate against any nurse because of marital status, race, color, national origin, age, religious affiliation, sex, gender, membership, non-membership, or activity on behalf of the ASSOCIATION, or participation in the grievance procedure. All items contained within this Article are not subject to the provisions of Article 20 (Grievance and Arbitration) of this AGREEMENT.
- B. The ASSOCIATION agrees that with regard to membership or ASSOCIATION activity, it will not discriminate for any of the reasons set forth above.

ARTICLE 23 -- HEALTH AND WELFARE

The EMPLOYER agrees to contribute the single employee health insurance premium for all eligible employees.

Eligibility is defined under CCOM Section 20-1.

If any other bargaining unit, non-union employee, or elected official receives any additional health insurance contribution, then that would also apply to this bargaining unit.

ARTICLE 24 -- JOB SAFETY AND HEALTH

- A. This AGREEMENT recognizes that compliance with safety rules and regulations is essential. To be effective, all employees must be constantly on the lookout for any condition or action that may be unsafe or careless. Both the ASSOCIATION and the AGENCY agree to promote all rules necessary to ensure safe working conditions. In the event of a safety concern, any RN can request a second person to accompany them to any out of office home visit with documentation and prior supervisor approval.
- B. All accidents causing injury or damage to AGENCY property shall be reported by the employee to his/her immediate supervisor.
- C. The EMPLOYER and the ASSOCIATION recognize the importance of preventing violence in the workplace. The EMPLOYER and employee share in the responsibility to document, investigate,

and report all incidences of workplace violence or threats of violence.

In the event that an employee is the victim of or witnesses an act of violence or a threat of violence, a debrief with a member of CCHD management will be conducted to determine the employee's immediate needs for the duration of their shift. Additionally, a member of CCHD management or designee will conduct a private meeting in a timely manner to assess the needs of the employee and to provide information regarding support services available to the employee.

No employee will be subject to retaliation or retribution for making a report of workplace violence or a threat of violence, participating in an investigation regarding workplace violence or a threat of violence or seeking assistance from local emergency services and/or law enforcement with regard to workplace violence or threat of violence when such actions are done in good faith and not done to do damage to another or the EMPLOYER. Employee shall make all reasonable efforts to notify CCHD management prior to contacting local emergency services and/or law enforcement where and when circumstances permit such prior notification. All reports of workplace violence or threats of violence will be taken seriously and will be thoroughly investigated, and all complaints reported to management will be treated with as much confidentiality as possible.

ARTICLE 25 -- TERM OF AGREEMENT

- A. Either party may terminate or reopen this AGREEMENT for modification by serving written notice on the opposite party not less than ninety (90) days, nor more than one hundred twenty (120) days, prior to the expiration date or any anniversary thereof.
- B. Notices seeking modification to the AGREEMENT shall detail the items with respect to which a change is desired. Within twenty (20) days following receipt of a Notice of Modification, the opposite party may serve written counter-proposals.
- C. Should no accord be reached by the parties hereto by the expiration date, this entire AGREEMENT shall expire on such date. The parties hereto by written agreement may extend said period for the purpose of reaching a new AGREEMENT
- D. If any provision of this AGREEMENT or the application of such provision shall in any court or by other governmental action be held invalid, the remaining provisions and their application will not be affected.

ARTICLE 26 -- PAY

- A. The job description for each nurse shall be in accordance with the City-County Health Department Policies. Nothing in the AGREEMENT shall be construed to prevent the modification of such job description as the AGENCY deems necessary.
- B. **Lead Position:** It is understood by both parties that employees who are asked to be in a Lead Position have more duties and responsibilities to the successful accomplishment of the mission and vision of the AGENCY. Compensation for time filling a lead position will be provided in two

forms: 1) financial and 2) supervisory time. Nurses filling a designated Lead Position of the AGENCY shall receive additional fifty-cents (.50) per hour for every hour worked as Lead. Nurses will accrue documented time as a supervisor for every hour they are designated Lead.

To be eligible to earn lead position compensation pay and supervisory time, the employee must receive documentation from their Division Manager showing the duration of time they were designated lead and a KRONOS time card print out showing the actual time worked while being lead, must be attached to the letter designating the individual as lead. This documentation will be maintained in the employee's official employee record located in Human Resources. Documented supervisory time will be considered when supervisory vacancies occur within the County and the nurse applies for the position.

- C. Preceptor Pay: Nurses who spend time training and orienting newly hired employees will receive an additional \$0.75 per hour for hours worked precepting. This applies to precepting Registered Nurses as a new hire or new to a department or area.

All individual wage rates are addressed on the Wage Rate Scale as an addendum to this AGREEMENT.

ARTICLE 27 - CONTRACT MINIMUMS

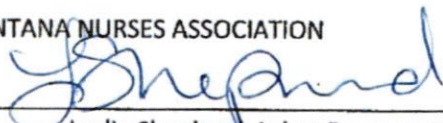
The terms hereof are intended to cover only minimums in wages, hours, working conditions, and other employee benefits. The AGENCY may place superior wages, hours, working conditions, and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the ASSOCIATION.

ARTICLE 28 - EFFECTIVE DATE

This AGREEMENT shall become effective on July 1, 2022, and remain in full force and effect until June 30, 2025. This AGREEMENT is binding upon, and will inure to the benefit of, the parties to this AGREEMENT, and their respective successors and/or assigns.

MONTANA NURSES ASSOCIATION

By



Leslie Shepherd, Labor Representative

RECORDED / FILED
UPON DEMAND

This instrument was signed or acknowledged before me on this ____ day of November, 2022, by

(NOTARIAL SEAL)

Notary Public for the State of Montana

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY

By _____

Joe Briggs, Chairman

By _____

James L. Larson, Commissioner

By _____

Don Ryan, Commissioner

Attest

On this 1st day of November, 2022, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore

Rina Fontana Moore
Cascade County Clerk and Recorder

by *MEO Johnson*



* APPROVED AS TO FORM:
Josh Racki, County Attorney

Carey Racki
DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

ADDENDUM A - WAGE RATE SCALE

Effective July 1, 2022: \$2.50 increase

Effective July 1, 2023: minimum 2% increase, MACO COLA not to exceed 3%

Effective July 1, 2024: minimum 2% increase, MACO COLA not to exceed 3%

All across the board wage increases take effect on July 1, 2022 and each July 1st thereafter. Retroactive pay will only be paid to those employees who are working under this AGREEMENT by and between Cascade County and the Montana Nurses' Association - Local #11 at time of the ratification of this AGREEMENT or those employees who have continued employment with the County and are no longer covered by this AGREEMENT. For those employees still with the County outside of this AGREEMENT, retroactive pay under this AGREEMENT will be from July 1 until the employees took the new positions outside of this AGREEMENT.

Newly hired RNs shall be compensated based on their years of experience. Newly hired RNs shall have \$0.10 added to their base pay for each complete year they have actively worked in an RN role up to a maximum of 10 credited year of experience. Experience in public health nursing shall receive 1:1 credit and non-public health nursing experience shall receive 3:1 credit.

As a one-time recognition for the RN experience of currently employed RNs, each currently employed RN shall have \$0.10 added to their base pay for each complete year they have actively worked in an RN role up to a maximum of 10 credited years. Experience in public health nursing shall receive 1:1 credit and non-public health nursing experience shall receive 3:1 credit for completed years of experience.

Hiring Schedule Steps: Maintain the rates effective July 1, 2022.

Entry Level Pay –Registered Nurse with Bachelor's Degree \$24.67

Entry Level Pay – Registered Nurse with Associate's Degree \$23.07

Longevity Pay: Longevity increase shall be added to the employee's hourly rate of pay according to the following schedule:

<u>Years of Service</u>	<u>Amount of Increase</u>
6 continuous months	\$0.10 per hour
3 continuous years	\$0.10 per hour
5 continuous years	\$0.20 per hour
10 continuous years	\$0.25 per hour
15 continuous years	\$0.35 per hour
20 continuous years	\$0.45 per hour

The eligibility date for purposes of this section shall be the employee's date of hire with the AGENCY. All longevity pay will go into effect on the Nurse's anniversary date.

The AGENCY agrees to pay up to two (2) employees a combined total of twenty (20) hours for the purposes of negotiations.