

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MISSOULA COUNTY
AND
MONTANA FEDERATION OF PUBLIC EMPLOYEES Unit 8513**

This Memorandum of Understanding (MOU) is being made and entered into between Missoula County, hereinafter referred to as Employer, and Montana Federation of Public Employees Missoula County Registered Nurse Unit local 8513, hereinafter referred to as the Federation.

Whereas Missoula County and the Federation entered into a collective bargaining agreement in accordance with Montana Code Annotated (MCA) §39-31-305 that requires a duty to bargain in good faith; and

Whereas Missoula County and the Federation agree that collective bargaining serves to strengthen and maintain harmonious relations; and

Whereas Missoula County and the Federation agree that collective bargaining provides the best method to preserve the interests of both parties; and

Whereas both parties agree that the impacts of the current COVID-19 pandemic have made the completion of the normal negotiations process complex and challenging.

Now Therefore, the parties agree to the following:

- 1) The term of the contract shall be extended from June 30, 2020 to June 30, 2023; and
- 2) The parties agree to meet annually during the term of this extension for the purpose of discussing and negotiating topics of compensation; and
- 3) The parties further agree that during the term of the extension they may meet on other topics that are mutually agreed upon; and
- 4) That any agreements that arise from items 1, 2, or 3 of this agreement shall be memorialized in a separate MOU covering those items.

This MOU is subject to the grievance and arbitration articles of the collective bargaining agreement between Missoula County and the Federation.

Dated this 12th day of January, 2021.

Signed and acknowledged:

For the Employer:

DocuSigned by:

Christian E Lounsbury

2830F43C28C848C...

Christian Lounsbury
Chief Operating Officer

For Montana Federation of Public Employees:

DocuSigned by:

Jeff Howe

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Jeff Howe, Field Consultant, MFPE

DocuSigned by:

Emma Hunter

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Emma Hunter, President, Local MFPE

Missoula County and Montana Federation of Public Employees (MFPE) Registered Nurse Unit
Memorandum of Understanding on wages for fiscal year 2020

Whereas Missoula County (County) and the Montana Federation of Public Employees (MFPE) have entered into a collective bargaining agreement as provided for in MCA §39-31-306; and

Whereas the collective bargaining agreement in Article 33 provides that the parties shall meet and discuss wages after July 1, 2019; and

Whereas the parties have met and reached agreement regarding wages;

Now Therefore, the parties agree to the following as it relates to wages for fiscal year 2020:

- 1) The Employer shall increase the longevity scale by \$.25 per hour for each cell, as shown in Exhibit A
- 2) The Employer shall Increase the entry rate to \$25.00 per hour with 2% between each step, as shown in Exhibit A
- 3) The employer shall create pay add-on for RN's performing charge nurse duties of \$1.00 per hour
- 4) The Employer shall pay retroactive wages as the relate to longevity and base pay retroactive to the first full pay period of FY 2020
- 5) The terms of this MOU shall be considered by both parties to become part of the collective bargaining agreement and shall be subject to the agreement's provisions related to grievances arising from the MOU.

Dated this 27th day of February , 2020

DocuSigned by:
Christian E Lounsbury
2839F43C28C048C...

For the Employer

Christian Lounsbury

DocuSigned by:
Emma Hunter
4C865DB61C6A4DA...

Emma Hunter, MFPE RN President

DocuSigned by:
Jeff Howe
373DDA6F3F3A4B8...

Jeff Howe, Business Agent

Exhibit A

Longevity

Current FY 20

Years	Rate
3	\$0.50
5	\$0.75
7	\$0.95
9	\$1.15
11	\$1.35
13	\$1.50
15	\$1.65
17	\$1.80
19	\$1.95
21	\$2.10
23	\$2.25
25	\$2.40

Proposed FY 20

Years	Rate
3	\$0.75
5	\$1.00
7	\$1.20
9	\$1.45
11	\$1.65
13	\$1.75
15	\$1.90
17	\$2.05
19	\$2.20
21	\$2.35
23	\$2.50
25	\$2.65

Current	FY20 Rate	Proposed	FY20 Rate
1	\$ 24.32	1	\$ 25.0000
2	\$ 24.78	2	\$ 25.5000
3	\$ 25.24	3	\$ 26.0100
4	\$ 25.72	4	\$ 26.5302
5	\$ 26.20	5	\$ 27.0608
6	\$ 26.69	6	\$ 27.6020
7	\$ 27.19	7	\$ 28.1540
8	\$ 27.71	8	\$ 28.7171
9	\$ 28.23	9	\$ 29.2914

10	\$ 28.76	10	\$ 29.8772
11	\$ 29.29	11	\$ 30.4747
12	\$ 29.85	12	\$ 31.0842
13	\$ 30.40	13	\$ 31.7059
14	\$ 30.99	14	\$ 32.3400
15	\$ 31.57	15	\$ 32.9868
16	\$ 32.17	16	\$ 33.6465
17	\$ 32.78	17	\$ 34.3194
18	\$ 33.42	18	\$ 35.0058
19	\$ 34.03	19	\$ 35.7059
20	\$ 34.68	20	\$ 36.4200
21	\$ 35.34	21	\$ 37.1484
22	\$ 36.03	22	\$ 37.8914
23	\$ 36.72	23	\$ 38.6492
24	\$ 37.42	24	\$ 39.4222
25	\$ 38.14	25	\$ 40.2106

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AGREEMENT

BETWEEN

THE COUNTY OF MISSOULA

AND

MONTANA FEDERATION OF PUBLIC EMPLOYEES - REGISTERED NURSES UNIT

FROM

July 1, 2018

THROUGH

JUNE 30, 2020

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AGREEMENT

This AGREEMENT is made and entered into between the County of Missoula, Missoula, Montana, hereinafter referred to as the EMPLOYER, and the Montana Federation of Public Employees, 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, short term or temporary employees, or any employee who is included in another existing bargaining unit.

ARTICLE 2 ASSOCIATION SECURITY

Section 1. 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. Changes in the Association membership dues rate and representation fee will be provided to the Employer in writing at least 30 calendar days in advance of such change.

Section 2. MFPE and Missoula County agree that designated representatives of MFPE and MFPE locals shall have access and time allotted to new employee orientation and onboarding when the newly hired employee is employed in an MFPE represented position. Missoula County will work with MFPE representatives to ensure access to those process either in person or by other venues.

a) a) MFPE and Missoula County agree that employing County agencies shall hold no discussion with newly hired employees regarding dues, membership, membership rights of members or other matters specifically related to the business and rights of MFPE. It is further agreed that employing agencies of Missoula County shall direct all newly hired employee members of the collective bargaining unit to the designated MFPE representatives.

Section 3. The Employer shall provide written notice of all new hires to the Association's Helena office within 30 days of the effective date of employment. A list of active employees shall also be sent to the Association's Helena office upon request. Upon written request by the Association, the Employer shall provide the Association with the most current mailing address of any bargaining unit employee. The mailing address shall be the one on file in Human Resources. Employees shall be responsible for updating their mailing addresses by notifying Human Resources in writing of any changes.

Section 4. 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 3
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 or interrupt the normal operation of the Employee. All such business shall be conducted on the member's own time.

Section 2. Time off with pay for three Association members to attend negotiations sessions between the Employer and the Association which are held during normal working hours shall be granted unless such attendance causes an undue burden for the Employer.

Section 3. An officer or a duly authorized representative of the Association shall upon giving his/her supervisor written two weeks' notice be entitled to use their own accrued paid leave for the purpose of attending Association meetings, workshops, conventions or 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 4
NON-DISCRIMINATION

It is the policy of the EMPLOYER and the ASSOCIATION to ensure that all employees and all applicants for employment are treated equally, without regard to their race, color, religion, creed, national origin, age, gender, sexual orientation, gender identity, or expression, marital status, political beliefs, physical or mental disability (including on the basis of pregnancy, childbirth or related medical condition), genetic conditions, or predisposition to certain diseases unless that factor has been established as a bona fide occupational qualification (BFOQ).

ARTICLE 5
MANAGEMENT RIGHTS

Members of the ASSOCIATION and their representatives recognize the prerogatives of the EMPLOYER, in accordance with Section 39-31-303 M.C.A. 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 6 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 is notified in writing regarding the reasons for extending the probationary period and the Association is notified of the extension. Employees serving a probationary period may be separated at any time without the requirement for the EMPLOYER to demonstrate just cause.

Section 2. Performance evaluation reports on regular employees shall be made annually in accordance with Missoula County HR Policy.

ARTICLE 7 HOURS OF WORK

Section 1. The normal work week shall be defined as 40 hours, Monday through Friday, followed by two consecutive days off. . The Employer reserves the right to alter the normal work week when necessary provided that two calendar weeks' notice is given to the employee. The Employer also reserves the right to vary the work schedule in order to maintain Employer operations during periods of emergencies.

Section 2. Employees shall be allowed a fifteen (15) minute break in each four (4) hour work period of each scheduled shift. 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 3. 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. The terms of an alternate work schedule will be set forth in writing and will address break schedules and holiday benefits. An alternative work schedule may, with two weeks of notice, be discontinued at any time by the Department Head.

ARTICLE 8 HOLIDAYS

Section 1. Employees covered by this agreement who are regularly scheduled by the Employer for an alternate work schedule, shall receive a holiday benefit equal to the number of hours they are regularly assigned to work for each holiday set forth in 1-1-216 M.C.A. Example: employees regularly assigned to 10 hour shifts shall receive 10 hours of holiday benefit; and employees regularly assigned to 8 hour shifts shall receive 8 hours of holiday benefit. In the case where the alternate schedule was approved at the request of the employee, the Department Head reserves the right to change the 10 hour schedule for any work week that includes a holiday so the employee receives 8 hours of holiday benefit but maintains their regular number of hours for that workweek.

- 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 9 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. Effective on the first day of the pay period that includes July 1 in even numbered fiscal years, the pay matrix in Addendum A shall be increased by 2%. In odd numbered fiscal years, employees shall advance one step in the pay matrix..

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.

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 until completion of their probationary period. Meritorious bonus awards shall be contingent upon the availability of funds, as determined by the Department Head.

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. 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 in accordance with this section. Work in excess of forty (40) hours per week must be authorized before the work is performed by the employee's supervisor. Upon mutual agreement between the Employer and the employee, and in lieu of the overtime pay provided in this section, the employee may accrue compensatory time at one and one-half hours for every hour worked over 40 in a work week. No more than two hundred and forty (240) hours of compensatory time may be accumulated.

Section 5. On-call duty 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

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

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 \$55.00 per day while in such capacity.

C. On-call duty required on the Christmas and Thanksgiving holidays, shall be compensated at the rate of \$100.00 per day

D. 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., B. or C.

Hours compensated under this Section (5) shall not be combined with hours compensated in Section 4 to compound the Employer's overtime pay obligation.

Section 6. Newly hired employees for the Missoula City-County Health Department with previous community health nursing 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.

Newly hired employees for the Partnership Health Center (PHC) with previous clinical nursing 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 clinical nursing 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, maternal child health or other applicable experience, as determined by the MCCH department head.

Clinical nursing experience shall be defined as work in a health clinic or hospital or other applicable experience as determined by the Director of Nursing at PHC.

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 clinical nursing 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 26.

An employee who receives advanced step placement as a result of previous community health or registered nurse experience, as set forth in this Section, shall not be eligible for an additional step upon completion of probation under Section 2 of this Article.

Section 7.

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

Years	Rate
3	\$0.50
5	\$0.75
7	\$0.95
9	\$1.15
11	\$1.35
13	\$1.50
15	\$1.65
17	\$1.80
19	\$1.95
21	\$2.10
23	\$2.25
25	\$2.40

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% to 5% 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. The amount of additional pay will be set at the sole discretion of the Department Head.

Section 9: Employer will reimburse all non-probationary employees \$50.00 every two years upon employee providing proof that RN license has been renewed.

Section 10. Non-probationary employees who work at Partnership Health Center and who regularly work 26 hours or more per week on a continuous basis shall be entitled to a uniform/scrub allowance in the amount of \$250 per year to be paid in the pay period in the first pay period in July.

- a) Non-probationary employees who work at Partnership Health Center and who regularly work less than 26 hours per week on a continuous basis shall be entitled to a uniform/scrub allowance in the amount of \$125.00 per year to be paid in the first pay period of July.

ARTICLE 10 CERTIFICATION

Section 1. Non-probationary 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. Non-probationary employees who have achieved a Masters level degree in Nursing or in Public Health shall be compensated an additional \$1.50 per hour. Certification shall be issued by an accredited institution. Degree shall be from a college or university accredited by an agency recognized by the US Department of Education. This section does not apply to certification or degree that is required as a condition of employment. Employee may be approved to receive payment for only one certification or one degree under this Section. 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. Upon a move between Missoula City-County Health Department and PHC, retention of certification pay under this article will be at the sole discretion of the MCCH Department Head, or PHC Director of Nursing, respectively.

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 participation in the certification process. 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 department pays for the training time and cost of training, the employee is not eligible for the additional certification compensation.

ARTICLE 11
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 paid as Holiday and not charged as vacation.

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

ARTICLE 12
SICK LEAVE

Section 1. Sick leave benefits shall be provided in accordance with M.C.A. 39-71-736.

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.

Section 4. Regular part-time employees will earn sick leave credits on a pro-rated basis and may use accrued sick leave credits provided 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 (¼) 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. Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.

Section 11. 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 12. An employee may donate sick leave benefits to another employee, or receive sick leave grants in accordance with County policy on Sick Leave Grants.

ARTICLE 13 MILITARY LEAVE

Section 1. It is the policy of Missoula County to comply with state law and the Uniformed Services Employment and Reemployment Rights Act (USERRA), which provides job protection and rights of reinstatement to employees who is a member of the organized militia of Montana, (National Guard) or who is a member of the organized or unorganized reserve corps or military services of the United States.

Section 2. Eligible employees who have worked for at least six months shall accrue paid military leave at the rate of 15 working days in a calendar year for performing military service. Unused military leave must be carried over to the next calendar year, but may not exceed a total of 30 days in any calendar year. This leave will not be charged against the employee's annual leave. Upon request employees shall be granted an unpaid leave of absence to participate in uniformed military training and service.

Section 3. Employees in active duty status may request to use any accrued paid leave including vacation, compensatory time, personal leave or accrued holiday leave. Employees who become ill while using paid leave may request to use sick leave. If military leave is requested for an absence of more than 30 days, the employee will be required to provide documentation of valid military orders. Cumulative leave under these provisions will not exceed five years for an employee not including exclusions identified in USERRA.

Section 4. Employees are requested to provide 30 days advance notice of the need for military leave, unless precluded by military necessity, or as much advanced notice as possible.

Section 5. Reinstatement privileges of an employee who has been inducted into military service will be in accordance with state and federal law.

ARTICLE 14 UNPAID SICK LEAVE

Section 1. The EMPLOYER will provide Family and Medical Leave, Military Family Leave or Military Caregiver 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 15 MATERNITY AND PAID PARENTAL LEAVE

Section 1. The Employer will provide paid parental leave for six weeks commencing with the birth of a child or placement of a child for adoption, in accordance with county policy. Paid parental leave will run concurrently with Family and Medical Leave. Employees must have been employed at least 180 consecutive days to be eligible for this paid leave benefit.

Section 2. 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 16 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 17 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 18 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 in advance 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 19 PERSONAL LEAVE

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

A. All full time bargaining unit employees and part-time bargaining unit employees who are scheduled to work at least 20 hours per week 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 20
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 21
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 22
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 23
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 24
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 25 Immunizations

Section 1 At the request of either party the Health Dept/PHC and the Union agree to meet and discuss changing technical knowledge and research in the area of infectious and contagious diseases and its applicability to the Nurses' work environment. Such topics, including the advisability and utility of hand washing, donning of protective equipment, and vaccination against diseases for which the Center for Disease Control and Prevention recommends immunization or those vaccinations or tests required by OSHA or other applicable authorities.

Section 2 - In the interest of safeguarding patient, visitor, and co-worker health and wellbeing, the Employer shall require Nurses to take medical precautions deemed necessary by the Employer, including hand washing, donning of protective equipment, and vaccination, in order to protect against contraction of infection, illness, or other communicable disease. The Employer may require those vaccinations or immunizations for which the Center for Disease Control and Prevention "strongly recommends" immunization, are required by OSHA or other appropriate authorities. In the event that the Employer determines that such a vaccine is safe, effective and necessary, Nurses will have the following options: (i) take the vaccination provided at no charge by the Employer; (ii) show proof of vaccination in a manner acceptable to the Employer; or (iii) obtain a medical exemption from the Employer. Any Nurse seeking to be exempted from such a required vaccine by virtue of a medical exemption must submit his or her request in writing together with documentation supporting the request for the exemption. Each request for exemption will be reviewed by the Director of the MCCHD and Medical Director of PHC and, as appropriate, Human Resources in accordance with applicable Employer policy to determine whether the individual qualifies for exemption and/or alternative accommodations, if available.

ARTICLE 26
DISCIPLINE AND DISCHARGE

Section 1. A regular (non-probationary) employee may not be disciplined or discharged without just cause.

Section 2. 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 3. Appeals of dismissals or suspensions based on this Article shall be processed through the grievance procedure.

ARTICLE 27
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, excluding approved FMLA, 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. 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 28 RECRUITMENT AND SELECTION

Section 1. Notice of newly created or vacant positions shall be posted in a conspicuous place, and a copy of the posting provided to the designated local unit representative electronically.

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 26 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, and a copy of the posting will be provided to the designated local unit representative electronically.

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 26 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 29 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 including specifics on the sections of the AGREEMENT it is alleged were violated or misinterpreted, 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.

Section 4. Nothing in this Article shall restrict the parties from mutually agreeing to engage in grievance mediation in an attempt to resolve the grievance. Selection of the mediator will be by mutual agreement of the parties. Any mediation-related expenses shall be borne equally by the parties. If mediation is mutually agreed to at any time during the Steps outlined in Section 4 above, the parties agree to toll any related time deadlines until either party notifies the other in writing that mediation has not successfully resolved the grievance.

ARTICLE 30 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 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 31 SPECIAL WORKING CONDITIONS

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

Section 2. Employee's Personnel Files are maintained by the Human Resources Department in accordance with county policy, and 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 for use for authorized work related business.

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 smart phones available for all bargaining unit employees who are required to make home visitations as part of their assigned duties. The employer shall make cellular smart phones available to all bargaining unit employees who indicate such device is a necessary tool to perform duties. 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 32 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 33 TERM OF CONTRACT

This AGREEMENT shall become effective and be in force from July 1, 2018 and shall remain in full force and effect to and including June 30, 2020, except that wages only shall be subject to negotiation, effective July 1, 2019 if either party to this AGREEMENT serves written notice of proposed changes upon the other party on or before April 30, 2019. 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, 2020. Both parties agree to meet regularly at reasonable times and places with the purpose of completing negotiations on or before June 30, 2020.

ARTICLE 34 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.

PAY MATRIX

ADDENDUM

MPEA - REGISTERED NURSES - FY 2019 PAY MATRIX
EFFECTIVE July 1, 2018**HEALTH
NURSE,****FY19 Rate**

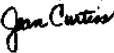
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SIGNATURE PAGE


IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT this 18th day of December, 2018.

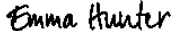
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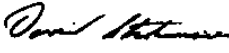
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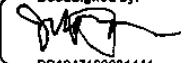
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JEAN CURTISS, Commissioner

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Eric Feaver, President MFPE

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Nicole "Cola" Rowley, Commissioner

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Emma Hunter, Team Member

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Dave Strohmaier Commissioner

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Julie Johnson, Team Member