COLLECTIVE BARGAINING AGREEMENT

BETWEEN

STATE OF MONTANA

MONTANA CHEMICAL DEPENDENCY CENTER

AND

FEDERATION OF LICENSED ADDICTIONS COUNSELORS, MEA-MFT LOCAL #3753 AFT, AFL-CIO

2013-2015

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PREAMBLE

Montana Chemical Dependency Center, the Department of Public Health and Human Services, and the Union recognize that they have a common interest together toward the achievement of restoring the mental and physical health along with the social usefulness of chemically dependent people. The attainment of this objective requires cooperation between both parties.

It is recognized that counseling requires specialized qualifications of both experience and education and that the success of the rehabilitation program depends upon the maximum utilization of the abilities of counselors who are cooperatively working in restoring chemically dependent people to a rightful place in society and to a socially acceptable and productive mode of living.

A free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to this Agreement.

The Department of Public Health and Human Services, the Facility Administrator, his/her Administrative Officers, and the Officers of the Union, recognize that the most useful vehicle available in the attainment of this common goal is to establish procedures that will provide an orderly way to discuss matters of common concern, to reach agreement satisfactory to each, and to appeal through channels designated in this Agreement.

It is the intent that this cooperative effort between Management and the Union will contribute significantly to the treatment of chemically dependent people in the State of Montana.

It is the intent of both parties that all discussions and conferences growing out of this Agreement be held in an atmosphere of good faith, confidence and mutual respect.

ARTICLE 1 - GENERAL AGREEMENT

1.1 The Federation of Licensed Addictions Counselors affiliated with the MEA-MFT, AFT AFL-CIO, through the authorized agent, the Federation of Licensed Addictions Counselors, Local 3753, Party of the First Part, hereinafter referred to as the Federation, Union, Counselor, Member or Employee, and the State of Montana, for and on behalf of the Department of Public Health and Human Services, and Montana Chemical Dependency Center, Party of the Second Part, hereinafter referred to as the Employer;

1.2 Now, therefore, in consideration of the covenants hereinafter mentioned to be kept, done and performed by the respective parties hereto, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 2- RECOGNITION

The Employer recognizes the Federation of Licensed Addictions Counselors, Local 3753, MEA-MFT, AFT, AFL-CIO as the sole and exclusive bargaining agent for all employees within the bargaining unit at the Montana Chemical Dependency Center, defined and certified by the Montana State Board of Personnel Appeals.

ARTICLE 3 - NON-DISCRIMINATION

3.1 In accordance with the provisions of Chapter 3, Title 49, Montana Codes Annotated, Session Laws of 1979, "Montana Code of Fair Practices," the Employer shall recruit appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualifications, without regard to race, color, religious creed, political ideas, sex, age, marital status, ex-offender status, physical and mental handicap, national origin, and ancestry. The Employer may not enter into any benefit plans such as retirement, pension, or insurance plans which may be construed as subterfuges to evade the intent of this provision.

3.2 No member of the Union shall be discharged or discriminated against for upholding Union principles or engaging in Union activities.

ARTICLE 4 - UNION SECURITY

4.1 Employees covered by this Agreement shall not be required to become members of the Union but must, as a term and condition of employment, pay dues or a representation fee to the Union.

4.2 Upon receipt of a written authorization from an employee subject to the terms of this Agreement, the Employer shall deduct from the employee's pay the amount of

current union dues, or a representation fee authorized by such employee for payment to the Union. Dues so collected shall be forwarded to the Union treasurer.

4.3 All employees covered by the terms of this Agreement shall within 30 calendar days of the signing of this Agreement, pay dues or a representation fee to the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 calendar days after receipt of written notice by the Union.

4.4 Changes in Union membership dues rate or representation fee will be certified to the Employer in writing by an authorized officer of the Union and shall be done at least 30 calendar days in advance of such change.

4.5 The Employer, within 30 calendar days of the signing of this agreement, shall present to the Treasurer of the Local Union a list of the names and addresses of all current employees covered by this Agreement, and shall update such list for all new hires and terminations.

4.6 The Union will indemnify, defend, and hold the Employer harmless against any claim made and against any suit brought against the Employer, on account of any check-off of Union dues, or representation fee or for any provision of the Union security article.

ARTICLE 5 - EMPLOYEE JOB SECURITY

5.1 All new employees shall be subject to a probationary period of six (6) months during which time the Employer will determine individual competency. This probationary period may be extended up to a maximum of ninety (90) calendar days provided that a performance evaluation demonstrating work deficiencies has been prepared during the thirty (30) day period following the first three (3) months of employment. The evaluation should include performance planning to provide an opportunity for the employee to correct any deficiencies.

5.2 A probationary employee may be terminated from employment for any reason except the following:

a. Discrimination as described in Article 3;

b. A decision as to the competence of the employee made without the benefit of an evaluation as described in 5.1 above;

c. Filing a classification appeal with the Board of Personnel Appeals.

5.3 After serving a six months probationary period and extension when established, no employee shall be given a written warning, suspension, or be terminated without just cause.

5.4 When an employee is called to an investigatory interview where he/she has a reasonable belief that it could result in discipline, he/she has the right to request that a representative be present. Such rights shall not unduly delay the investigatory process.

5.5 Where deficiencies become evident, the employee shall be made aware of what they are by his/her immediate supervisor. Serious infractions by an employee, which require written documentation, shall be prepared in at least duplicate, a copy of which shall be provided to the employee. If an employee is terminated, he/she shall be provided the reason or reasons in writing upon request.

5.6 Any reprimand, suspension, dismissal, or any other form of discipline is subject to the grievance procedure.

5.7 Each employee shall be evaluated once every 12 months by his/her immediate supervisor. The recognized "evaluation form" currently utilized by the Department of Public Health and Human Services shall be utilized for such evaluation. Each employee shall be afforded the opportunity to sign the evaluation and shall be provided a copy of the evaluation. Employee evaluations are subject to the grievance procedure through Step 3.

ARTICLE 6 - MANAGEMENT RIGHTS
(In compliance with State Statute 39-31-303, M.C.A.)

6. 1 The Association shall recognize the prerogative of the agency to manage, direct, and control the business in all particulars, 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 would be inefficient and non-productive;

4) maintain the efficiency of government operations;

5) determine the methods, means, job classification, and personnel by which the agency operations are to be conducted;

6) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and

7) establish the methods and processes by which work is performed.

Such rights are retained by the Employer unless such rights are specifically relinquished in this Agreement.

ARTICLE 7 - UNION ACTIVITIES

7.1 Officials of MFT may have access to work areas of the facility where bargaining unit members are employed to conduct official Union business provided that permission is first obtained from the Facility Administrator or his/her designee. They must not enter patient or other restricted areas and must not interrupt counselors in the process of their duties. Such visits must be conducted during counselor's free time and rest periods.

7.2 The internal business of the Union shall be conducted by the employees during their non-duty hours provided, however, that a designated Union representative and/or the grievant shall be allowed a reasonable amount of paid release time to pursue formal grievances.

7.3 A bulletin board will be provided by the Union and erected in a place mutually agreed upon by the Employer and the Union. This bulletin board will provide a posting place for matters pertinent to Union business, new position vacancies at the Montana Chemical Dependency Center, state and nationwide opportunities, election notices and results, union meeting dates and other Union business.

7.4 The Employer will allow the union to hold regular or special meetings in a room designated by Management provided, sufficient notice is given by the Union and the room is not previously scheduled for use and does not interfere with the normal operation of the center.

7.5 A Union official may inspect, for grievances only, an employee's personnel file (other than medical) with written permission from the employee and only in the presence of a Management designee in an area designated by the Employer.

7.6 An employee may inspect his/her personnel file at any time in the presence of a Management designee and in the area designated by the Employer. He/she may request a copy of any document therein. The Employer may assess a copy charge of ten cents per copy. Any disciplinary document placed into a personnel file shall first be discussed with the employee and the employee shall be provided a copy of the document prior to it being placed into the file.

ARTICLE 8 - HEALTH, SAFETY AND WELFARE

8.1 Industrial Accident Insurance. The Employer shall carry Industrial Accident Insurance on all employees. The Employer will insure that existing first aid kits are maintained on premises.

8.2 This provision will be administered in accordance with Part 7 of Title 39, Chapter 71, MCA.

8.3 MCDC will make reasonable efforts to maintain a safe and healthy work environment. Employees will abide with all safety policies and procedures, correct unsafe conditions whenever possible, and report unsafe conditions to their immediate supervisor, facility administrator or designee.

ARTICLE 9 - HOLIDAYS

9.1 The following are legal holidays in the State of Montana:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Washington's and Lincoln's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
General Election Day	In even-numbered years

For pay purposes, the above listed holidays will be those recognized.

If any holiday falls upon a Sunday, the Monday following is a holiday. When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

The employee shall receive holiday benefits and pay for work performed on the day the holiday is observed, unless the employee is scheduled or required to work on the actual holiday. If the employee is scheduled or required to work on the actual holiday, the actual holiday shall be considered as the holiday for purposes of calculating holiday benefits and pay for work performed on a holiday. The employee will receive either holiday benefits for working on the day the holiday is observed or for working on the actual holiday, but not both.

9.2 Full-time permanent employees required to work on a holiday will, for their first shift worked, be paid one and one-half (1 1/2) times their regular rate of pay and

eight (8) hours of regular pay or eight (8) hours of accumulation. Part-time permanent employees required to work on a holiday shall receive one and one-half (1 1/2) times their regular rate of pay for all hours worked.

9.3 When it is necessary for management to schedule holidays as work days, such work shall be equally distributed insofar as possible by the following:

> Counselors shall be scheduled to work from a seniority list which will afford opportunity for the most senior to be scheduled first; however, if the most senior refuses, the next most senior shall be contacted and subsequent contacts made progressively down the seniority list. Each counselor shall in this fashion be provided opportunity to either work or refuse work on holidays where service is required until the cycle of members has been completed, and each counselor has been given opportunity to either work a holiday or refuse. Refusal constitutes a forfeiture of the counselor's right to work until the cycle has been completed.

ARTICLE 10 - LEAVE WITHOUT PAY

10.1 Employees who have been in the service of the Employer for at least six (6) months continuously will be eligible to take leave without pay for good and sufficient reason. The Employer may request documentation or other satisfactory proof before granting such leave. Such leaves shall be requested by utilizing the same form and process as used in other leave requests.

ARTICLE 11 - JOB POSTING

11.1 When a newly created position or a vacated position within the bargaining unit represented by Local #3753 MEA-MFT becomes available, Management will post the details of the aforementioned position or positions on the designated union bulletin board. The Union shall be provided with a copy of the posting upon request.

11.2 The employee will make application to the appropriate supervisor for the posted position before the closing date listed on the job posting. In no case shall the position be posted for less than five working days.

11.3 In the event an employee does not receive the position applied for he/she shall have the right to request Management's reasons for refusing to hire. If the employee feels he/she has been unjustly refused the posted position, he/she shall have the right to grieve Management's decisions through the grievance procedure provided in this Agreement.

ARTICLE 12 - GRIEVANCE & ARBITRATION PROCEDURE

12.1 Having a desire to create and maintain harmonious labor relations between them, the parties, hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of terms and provisions of this Agreement.

12.2 Classification grievances shall be processed through the Board of Personnel Appeals through its established procedures.

Step 1:

A grievance shall first be taken up with the employee or employees and his/her immediate supervisor, within ten (10) working days of such grievance, with or without a Federation representative present. The immediate supervisor shall have ten (10) working days in which to respond to the grievance.

Step 2:

If the grievance cannot be adjusted at Step 1, it shall be presented to the Facility Administrator or his/her designee in writing within ten (10) working days of the receipt of the Step 1 response. The Facility Administrator or his/her designee shall have ten (10) working days in which to respond to the grievance in writing.

Step 3:

If no settlement can be reached at Step 2, it shall be presented in writing to the Director of the Department of Public Health and Human Services, or his/her designee, within ten (10) working days of the receipt of the written Step 2 response. The Director, or his/her designee, shall have thirty (30) calendar days in which to respond to the grievance in writing.

Step 4:

Should the aggrieved employee or employees and the Association consider the decision of the Director to be unsatisfactory, the Federation may notify the Director and the Chief of the State Office of Labor Relations, in writing, of its intention to have the grievance referred to arbitration. In such event, notice must be provided within ten (10) working days of the receipt of the Step 3 response.

By mutual agreement, the time limits at any stage of the grievance procedure may be extended.

Within ten (10) working days after such written notice of intention is delivered to the Director, the parties shall call on the Federal Mediation and Conciliation Service or the Board of Personnel Appeals to provide a list of seven (7) arbitrators.

Each party shall be entitled to strike three (3) names from the list in alternate order and the name so remaining shall be the arbitrator. A coin toss shall be used to determine who shall strike the first name. The arbitrator shall render a decision as soon as possible after the close of the hearing or submission of post hearing briefs.

Each party shall share equally the cost of the impartial arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcript shall pay all cost. If each party requests transcripts, they shall equally share the cost.

During the processing of any matter under this or the preceding steps, the Federation agrees not to strike, render unfair reports, or cause slow downs, and the Employer agrees not to lock out employees represented by the Federation.

Any failure or refusal to abide by the terms of this grievance and arbitration procedure shall constitute a waiver by the party who breaches the Agreement of the rights and constraints created by the above grievance and arbitration clause.

No arbitrator shall have the power to add to, detract from, or modify the terms of this Agreement.

ARTICLE 13 - SAVINGS CLAUSE

13.1 If any provision or part thereof of this Agreement is in conflict with any applicable federal or state law, such provision shall be deleted from this Agreement, or shall be deemed to be in effect only to the extent permitted by law.

In the event that any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect unless either party seeks to meet and renegotiate the portion or portions declared invalid.

ARTICLE 14 - SICK LEAVE

14.1 Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one (1) year. Sick leave credits shall be credited at the end of each pay period.

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

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

14.3 Permanent part-time employees are entitled to sick leave benefits provided they work the qualifying period.

14.4 An employee who terminates employment with the Employer is entitled to a lump-sum equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he/she terminates his/her employment with the State.

14.5 An employee who received a lump-sum payment pursuant to this section and who is again employed by an agency shall not be credited with any sick leave for which the employee has previously been compensated.

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

14.7 In the event that an employee on annual leave becomes ill, the employee may request to change his/her annual leave status to sick leave status.

14.8 "Sick leave" means a leave of absence with pay for a sickness suffered by an employee or a member of his or her immediate family. Sick leave may also be used for maternity related disability, dental, medical, and eye examination or treatment or the funeral of an immediate family member. "Immediate family" means the employee's spouse and any member of the employee's household, or any parent, child, grandparent, grandchild or corresponding in-law.

14.9 With management approval, an employee may also use sick leave upon the death or funeral of another person.

14.10 The employer may not require a doctor's certificate to substantiate sick leave usage from an employee in the bargaining unit unless the Employer has reason to suspect sick leave abuse.

14.11 In the event that an employee has exhausted all accrued sick leave, the employee may request to be placed on a leave without pay status for up to nine (9) months, renewable thereafter at the Employer's option.

14.12 Employees who exhaust their accrued sick leave may apply for additional leave credits from the state Sick Leave Fund in accordance with the rules promulgated by the Department of Administration.

14.13 An employee must notify the designated supervisor (or, if the supervisor is not on duty, the staff on duty) to report off work for illness. Except for unforeseen circumstances, an employee is required to provide a minimum of four hours notification.

ARTICLE 15 - MATERNITY LEAVE

15.1 The Employer may not:

(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 pursuant 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 un-reasonable length of time.

15.2 Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

ARTICLE 16 - ANNUAL LEAVE

16.1 Annual leave will be accrued and compensated according to state law MCA, 2-18-611, 612, 615, 616, and 617:

2-18-611. Annual Vacation Leave.

(1) Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months.

(2) An employee may not accrue annual vacation leave credits while in a leave-with-out-pay status.

(3) Temporary employees do not earn vacation leave credits, except that a temporary employee who is subsequently hired into a permanent position within the same jurisdiction without a break in service and temporary employees who are employed continuously longer than 6 months may

count as earned leave credits for the immediate term of temporary employment.

2-18-612. Rate Earned.

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

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

(2) For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits under 2-18-611 must be credited with 1 year of employment for each period of 12 calendar months in which he was in a pay status regardless of the number of hours of service in any one month.

2-18-615. Absence Because of Illness Not Chargeable Against Vacation Unless Employee Approves.

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

2-18-616. Determination of Vacation Dates.

The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and his employing agency with regard to the best interest of the state, any county or city thereof as well as the best interests of each employee.

2-18-617. Accumulation of Leave - Cash for Unused Transfer.

(1) (a) Except as provided in subsection (1)(b), annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

(b) It is the responsibility of the head of an employing agency to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If the employee makes a reasonable written request to use excess vacation leave, before the excess vacation leave

must be forfeited under subsection (1)(a) and the employing agency denies the request, the excess vacation leave is not forfeited and the employing agency shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited under subsection (1)(a).

(2) An employee who terminates employment for a reason not reflecting discredit on the employee is entitled upon the date of termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in 2-18-611.

(3) However, if an employee transfers between agencies of the same jurisdiction, cash compensation may not be paid for unused vacation leave. In a transfer, the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

16.2 Written requests for annual leave in increments of five (5) days or longer must be submitted to the Employer by April 15 of each year for seniority to be considered. Seniority will not prevail for requests submitted after April 15. An approval or disapproval reply will be posted for requested leave slots by May 15 of the same year.

Requests for annual leave use in increments of five (5) days or longer submitted after April 15 must be submitted at least two (2) weeks prior to the first day of the requested time off. This two (2) week minimum may be waived when a bona fide emergency requires a person to use annual leave. The employer will respond to vacation requests received after April 15 within two (2) weeks.

16.3 Annual leave may be taken on a split-vacation basis (less than five days at a time), subject to the statutory requirements for determination of vacation dates (2-18-616 MCA) referenced above in 16.1. In case of conflict between employees in scheduling split vacation dates, if the conflict arises more than two (2) weeks prior to the requested time off, seniority shall prevail. Priority for split-vacation requests made within two (2) weeks of the intended time off shall be determined on a first-request basis, rather than seniority. The employer will respond to vacation requests received after April 15 within two (2) weeks.

ARTICLE 17 - FUNERAL LEAVE

17.1 Four days of accrued sick leave may be used to enable an employee to attend the funeral of an immediate family member. Immediate family is defined as: spouse, children, or wards of the employee, parents or guardians, siblings of employee, grandparents, grandchildren or spouse's parents.

ARTICLE 18 - JURY DUTY

18.1 Jury duty will be granted in accordance with State Law, M.C.A. 2-18-619:

2-18-619. Jury duty - service as witness. (1) Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowance paid him by the court.

(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 his employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowances paid him by the court.

(3) Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

ARTICLE 19 - WORKING CONDITIONS

19.1 Work Periods:

a. Work Day: A work day normally consists of a minimum of eight (8) hours in any twenty-four (24) hour period. Alternate work schedules, such as four (4) ten (10) hour days, may be developed and implemented by the union and the employer.

b. Work Week: Forty (40) hours shall constitute a work week.

c. Shifts: The shift for Licensed Addictions Counselors will not be on an alternating basis, except by agreement between the employee and the Employer.

d. Employees will be compensated according to agency policy and state and federal wage and hour laws for hours worked above forty (40) in a work week.

19.2 Meals and Meal Period: A duty free lunch break of one hour will be scheduled for each employee. Shorter or longer lunch breaks may be agreed to upon mutual agreement between the employee and their immediate supervisor. Employees

who elect to take their lunch at the facility may receive a free meal but will not be compensated unless they are on scheduled work time.

19.3 Each employee will have a fifteen (15) minute coffee break the first half of the workday, and a fifteen (15) minute coffee break the second half of the workday. "Designated areas" will be provided for rest periods.

19.4 Personal Property: When loss or damage is caused as a result of employment, the Employer will provide just compensation for destruction of prosthetic devices and Management required items.

19.5 Mandatory meetings: The employer may require the employee to attend certain meetings. The employer agrees to schedule such meetings during regular working hours whenever possible. If the meeting is scheduled during the employee's own time, the employee will be compensated at one and one-half (1 1/2) times his/her regular rate of pay for a minimum of two (2) hours.

19.6 Any person designated as a counselor will perform only the duties required of a Licensed Addition Counselor at the Montana Chemical Dependency Center.

19.7 The Federation and the employer will cooperate in an attempt to lower the client/counselor ratio to 8:1. In addition, the employer will assign clients to counselor teams in the most equitable manner possible given the needs of the client and the employer.

19.8 The work force shall not be reduced due to utilization of trainees.

19.9 With their supervisor's approval, employees within the same counseling team may temporarily exchange a day off provided neither employee accrues overtime.

19.10 The Employer will consult with a designated union officer before assigning overtime shifts to solicit the union's preference for overtime assignments.

19.11 When overtime is foreseen, employees must submit a written request to work overtime and receive approval from their immediate supervisor, or designee, prior to engaging in overtime work. Prior supervisory approval is not necessary to provide intervention in patient emergency situations which are defined as: suicidal ideation or actions; imminent elopement from the facility; and volatile or escalated behaviors. The employee is then responsible for thoroughly documenting the event in the clinical record immediately following the event ; notifying their immediate supervisor at the first opportunity of the reason for and duration of the overtime ; and completing the required overtime forms for supervisor's approval.

19.12 Licensed Addiction Counselors will be responsible for mentoring trainees in accordance with MCDC policy.

ARTICLE 20 - BUSINESS LEAVE

20.1 Members of the bargaining unit may be allowed paid leave to attend workshops, seminars and other job related meetings. The employer will approve requests for paid leave for hours of actual attendance at training for up to twenty applicable CEUs necessary for re-licensure per licensure period. Notification will be provided to the supervisor at least two (2) weeks in advance, specifying the workshop, seminar, meeting or training to be attended. Such leave must be approved in writing by the Administrator or his/her designee.

20.2 Such leave as provided in number 1 above shall be granted contingent upon the needs of the institution as determined by Management and subject to budgetary constraints.

20.3 The President and Vice President of the Local Union shall be granted time off to attend the annual convention of the MEA-MFT, AFL-CIO. Such leave shall be covered by annual leave or leave without pay.

20.4 Each bargaining unit member may elect to attend the spring and fall conference of the Alcoholics Anonymous upon notification of the immediate supervisor at least two (2) weeks in advance. Such unpaid leave shall be granted contingent upon the needs of the Center.

Bargaining unit members may apply for such leave as paid leave under 20.1. It may be granted at the discretion of the Employer.

20.5 Each bargaining unit member will be provided an equal opportunity to attend training. The Federation recognizes the fact that individual training may vary, however the bargaining unit is entitled to a pro-rated share of the annual training budget. Members are encouraged to make recommendations for their individual training for the year to their supervisor.

ARTICLE 21 - CLIENT DISCIPLINE

21.1 Client discipline is a team responsibility; however, it must begin with the counselor making a reasonable effort to resolve such problems as they occur at the counselor/client contact level. Problems not resolved at this level should be immediately referred up the supervisory chain of command for attempted disposition.

ARTICLE 22 - SENIORITY

22.1 Lateral Transfer and Shifts:

a. Should shifts be established which are other than the current day shift, and should no interest be shown for such shifts, thereby creating a need for

management assignment, management shall assign the least senior employee who meets the minimum qualifications for the position.

b. Should shifts be established which are other than the current day shift, the new shifts so created shall be such shifts. Should no interest be shown for such shifts and thereby create the need for management assignment, management shall assign the least senior employee who meets the minimum qualifications for the position.

22.2 The Employer shall award newly created or vacated positions within the bargaining unit represented by Local #3753, MEA-MFT, AFL-CIO on the basis of qualifications, capabilities, experience and seniority.

22.3 Seniority means length of continuous service in the bargaining unit since the last date of hire. If seniority dates are the same, then seniority shall be determined each time the need arises to break a tie through a drawing of names in which the first name drawn temporarily gains seniority.

a. No permanent employee shall be separated while there are temporary employees serving in the same occupational job title.

b. An employee who is scheduled to be laid off shall have the right to return to his/her formerly held classification as a Licensed Addiction Counselor, providing his/her seniority accrued within the series to which he/she is returning is greater than any employee presently assigned therein.

c. An employee's seniority date will not be changed because of disciplinary suspensions.

22.4 Layoff and Reemployment

a. Layoffs will be in order of seniority by classification. The employee with the least seniority will be the first released. Rehire will be in the reverse order: i.e. that employee with the most seniority by classification will be the first rehired. Ten days notice will be given in the event of layoff via certified mail.

b. In the case of rehire an employee who has been notified to return to work but fails to notify the Employer of his/her intent to continue employment within five working days will be considered to be terminated.

22.5 To be absent from the job due to a leave of absence without pay exceeding fifteen (15) calendar days will be considered lost time for purposes of seniority; however, previous service within a covered position in the bargaining unit shall count toward seniority.

22.6 A seniority roster shall be maintained by the Employer. A copy shall be provided to the Union upon written request. A seniority roster shall be provided once annually by Management and more often by mutual agreement.

22.7 Seniority shall be forfeited by discharge for cause or voluntary termination.

22.8 Promotional appointments shall be subject to a sixty (60) calendar day trial period during which time the Employer may demote or transfer the employee back to his/her formerly held position. In such event the Employer may temporarily appoint a replacement for a period not to exceed thirty (30) calendar days and the position shall be re-posted.

ARTICLE 23 - LABOR/MANAGEMENT RELATIONS COMMITTEE

23.1 The parties agree to form a joint labor management relations committee. The committee shall be constituted as follows:

a. Two members from the Union designated in writing.

b. Two members designated by the Employer.

23.2 The purpose of the committee shall be to address any problems of mutual concern arising from the administration of this Agreement or any other concerns with respect to the operation of the Montana Chemical Dependency Center. It is understood that this committee shall not be used to replace the grievance procedure.

23.3 The committee shall meet monthly or by mutual consent. Prior to any meeting the parties agree to submit an agenda in writing. Monthly meetings may be cancelled by mutual consent.

ARTICLE 24 - MANAGEMENT SECURITY

24.1 The Employer and the Union agree that there will be no strike, work stoppage or lockout during the term of this Agreement, except that the Union shall have the right to engage in any form of lawful concerted activity after December 31, 2014, pertaining to wages and economic benefits for the 2016-2017 biennium.

ARTICLE 25 - TERM

26.1 This contract shall remain in full force and effect until June 30, 2015.

26.2 Negotiations on all matters will commence at least ninety (90) days prior to the expiration date. The parties agree to submit all proposals on any matter to be addressed in negotiations in writing.

26.3 The Employer and the Federation agree to meet and confer on economic issues during the budget planning process.

EXECUTED AND ENTERED INTO this 21st day of August 2014

FOR: State Of Montana
Department of Public Health and Human Services, Montana Chemical Dependency Center

Richard H. Opper, Director
Department of Public Health and Human Services

FOR: Federation of Licensed Addictions Counselors, Local No. 3753, MEA-MFT, AFL-CIO

J.C. Weingartner, Director, Member Rights
MEA-MFT

Glenda Oldenburg, Division Administrator
Montana Chemical Dependency Center

Dale Good Gun, President
MEA-MFT Local No. 3753

Mike Manion, Deputy Director
State Office of Labor Relations

ADDENDUM A

Broadband Pay Plan

for

Montana Chemical Dependency Center

and

FLAC, MEA-MFT Local #3753

This addendum represents the parties' complete agreement for the 2013-2015 contract term concerning the placement, adjustment, and progression of bargaining unit employees' pay under the broadband pay plan prescribed by Section 2-18-303, MCA.

Section 1. Across the Board Pay Adjustments
All employees covered by this collective bargaining agreement under the Broadband Pay Plan. shall receive a 3% across-the-board increase on the base pay rate effective in the pay period that includes July 1, 2013 and a 5% across-the-board increase on the base pay rate effective in the pay period that includes November 15, 2014.

Section 2. Occupational pay ranges. The occupational pay ranges will be in accordance with the 2006 market rates developed by the Department of Administration. These pay ranges will remain in effect for the life of this agreement. The occupational pay ranges are:

Job Title	Band	Entry	Market	Maximum
Licensed Addiction Counselor	05	$26,093	$32,617	$39,140

All employees will be paid no less than the entry rate of these occupational pay ranges, effective October 1, 2007.

Section 3. Longevity. All pay calculations are on base rates and not inclusive of longevity.

Section 4. Hiring rates. Employees new to state government will typically be hired at the entry for the occupation. In determining a new employee's hiring rate above entry, the Administrator, or designee, shall consider criteria such as: the employee's job-related qualifications and competencies; existing salary relationships within the job class, band and work unit; ability to pay; and the competitive labor market.

Section 5. Training assignments. Addiction counselors in a trainee status will be paid $15.43 per hour. The pay will be increased to $18.32 effective upon verification of receipt of their Montana State Addictions Counselor's License.

Section 6. Health Insurance. The Employer's share of the health insurance contribution for each employee shall increase by 10% ($73 per month to $806) effective January 1, 2014 and an additional 10% increase ($81 per month to $887) effective January 1, 2015. The employee's contribution for employee coverage shall not be subject to an increase until January 1, 2015.

BARGAINING AGREEMENT
BETWEEN
THE STATE OF MONTANA

MONTANA CHEMICAL DEPENDENCY CENTER
AND
MONTANA ALCOHOLISM AND DRUG ABUSE COUNSELORS, LOCAL #3753

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