COLLECTIVE BARGAINING AGREEMENT

between

STATE OF MONTANA

MONTANA HISTORICAL SOCIETY

and

MONTANA FEDERATION OF HISTORICAL SOCIETY WORKERS

LOCAL #4367, MEA-MFT

2013 - 2015

TABLE OF CONTENTS

ARTICLE 1. RECOGNITION 3
ARTICLE 2. FEDERATION RIGHTS 3
ARTICLE 3. MANAGEMENT RIGHTS 4
ARTICLE 4. FEDERATION SECURITY 5
ARTICLE 5. NON-DISCRIMINATION 6
ARTICLE 6. LABOR/MANAGEMENT RELATIONS COMMITTEE 6
ARTICLE 7. JOB SECURITY 7
ARTICLE 8. SENIORITY AND LAYOFF 7
ARTICLE 9. GRIEVANCE AND ARBITRATION 8
ARTICLE 10. WORKING CONDITIONS 10
ARTICLE 11. JOB POSTING 13
ARTICLE 12. COMPENSATION 13
ARTICLE 13. GROUP INSURANCE 14
ARTICLE 14. PUBLIC EMPLOYEES RETIREMENT SYSTEM 14
ARTICLE 15. HOLIDAYS 15
ARTICLE 16. VACATION LEAVE 15
ARTICLE 17. MILITARY LEAVE 17
ARTICLE 18. SICK LEAVE 17
ARTICLE 19. JURY DUTY 18
ARTICLE 20. MATERNITY LEAVE 18
ARTICLE 21. PROFESSIONAL LEAVE 19
ARTICLE 22. LEAVE WITHOUT PAY 19
ARTICLE 23. SAFETY 20
ARTICLE 24. EMPLOYEE EVALUATIONS/PERSONNEL FILES 20
ARTICLE 25. NO STRIKE/NO LOCKOUT 20
ARTICLE 26. SEVERABILITY 21
ARTICLE 27. ENTIRE AGREEMENT 21
ARTICLE 28. TERM 21
ADDENDUM A 23
SCHEDULE A 24

COLLECTIVE BARGAINING AGREEMENT
between
STATE OF MONTANA
MONTANA HISTORICAL SOCIETY
and
MONTANA FEDERATION OF HISTORICAL SOCIETY WORKERS
LOCAL #4367, MEA-MFT

THIS AGREEMENT is made and entered into this 1st day of July 2013, by and between the State of Montana, Montana Historical Society, hereinafter referred to as "Employer," and the Montana Federation of Historical Society Workers, Local #4367, MEA-MFT, hereinafter referred to as the "Federation."

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees; to provide an orderly and peaceful means of resolving grievances involving the interpretation or application of the terms of this Agreement; to prevent interruption of work and interference with the efficient operation of the State of Montana; and to set forth herein a complete Agreement between the parties concerning conditions of employment.

ARTICLE 1.
RECOGNITION

The Employer hereby recognizes the Federation as the exclusive representative of all State employees of the Montana Historical Society, excluding part-time employees working less than 18 hours per week, seasonal or temporary who work less than six contiguous months, those otherwise excluded by way of occupying managerial, supervisory, or confidential positions, and any employees covered by other collective bargaining agreements.

ARTICLE 2.
FEDERATION RIGHTS

Section 1. Upon written request, the Employer shall make available all public information relevant to negotiations or necessary for the proper enforcement of this Agreement.

Section 2. One Federation member designated by the President shall be granted paid release time, including per diem and travel, if applicable, to attend the Employer's Board of Trustees meetings. The Employer will distribute minutes of these meetings to employees in a timely manner.

Section 3. The Federation shall be granted 16 hours of release time each year to attend to Federation business. The Federation may choose to divide the total release time among more than one designated member of the bargaining unit, provided Management is notified in advance and the release time is arranged through normal leave request procedures.

Section 4. The Employer shall permit the Federation representative or members designated by the President to visit work sites to investigate working conditions, employee complaints, or grievances relating to the terms and conditions of this Agreement.

Section 5. Whenever members of the bargaining unit are scheduled by the Employer to participate during working hours in conferences, meetings, or negotiations respecting the collective bargaining agreement, they shall be granted the necessary paid release time.

Section 6. An original draft of all agreements and addenda thereto between the parties shall be prepared by the Employer and copies shall be produced and distributed by the Federation to each employee covered by the Agreement.

Section 7. An employee, on a case-by-case basis, may authorize up to two Federation representatives to inspect the employee's personnel file. A signed copy of each authorization will be provided to the Employer prior to the inspection.

Section 8. An employee is entitled to have a Federation representative present at an investigatory interview by the Employer if the employee reasonably believes that disciplinary action might result.

Section 9. The Federation shall have the right to adequate space on bulletin boards for posting notices and shall have access, subject to availability, to a meeting room on the Employer's premises.

Section 10. The Federation shall provide written notification as to the identity of the President of the bargaining unit within 30 days of election or a change of office which occurs without an election.

Section 11. The Employer will notify the Federation of any newly hired employee within seven calendar days.

ARTICLE 3.
MANAGEMENT RIGHTS

The Federation recognizes the prerogatives of the Employer to operate and manage its affairs in such areas as, but not limited to:

A. Directing employees.

B. Hiring, promoting, transferring, assigning, and retaining employees.

C. Relieving employees from duties because of lack of work or funds, or under conditions where continuation of such work would be inefficient or non-productive.

D. Maintaining the efficiency of government operations.

E. Determining the methods, means, job classifications, and personnel by which the Employer's operations are to be conducted.

F Taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency.

G. Establishing the methods and processes by which work is performed.

Such rights are retained by the Employer unless specifically relinquished in this Agreement. The Employer further retains the right to develop and modify policies in support of such rights including but not limited to those related to performance evaluation, hiring and termination from employment, only to the extent that these rights do not, in any way, hinder the duty to bargain over mandatory subjects.

ARTICLE 4.
FEDERATION SECURITY

Section 1. Any employee covered by this Agreement hired prior to January 1, 1994 and who has not chosen to join the Federation shall be exempt from the requirements of Sections 2 below.

Section 2.

A. Any employee covered by this Agreement as of its ratification, and who is a member of the Federation shall not be required to remain a member, however, should that employee resign their Federation membership, they must, as a condition of continued employment, elect to pay to the Federation a representation fee, in an amount to be determined by the Federation.

B. All new employees shall have 30 days to apply for membership in the Federation or select from the choices in A above. The Federation must notify new hires, in writing, of all their options at least 30 days prior to requesting termination under Section 3 below.

Section 3. Affected Employees who fail to comply with the above requirement shall be discharged by the Employer within 30 calendar days after Employer's receipt of written notice of default from the Federation.

Section 4. Upon receipt of written authorization from an employee covered by this Agreement, the Employer agrees to deduct Federation dues or representation fees. The Employer will remit such dues or representation fee to the Montana Federation of Historical Society Workers, Local #4367, MEA-MFT, at their address within 15 calendar days following the month in which the deductions are made.

Section 5. Any change in the Federation dues or representation fees shall be certified to the Employer in writing by an authorized officer of the Federation at least 30 days prior to the proposed effective date.

Section 6. The Federation will indemnify, defend, and hold the Employer harmless against any and all claims, suits, judgments, and damages arising from the application of this Article.

ARTICLE 5.
NON-DISCRIMINATION

Section 1. No member of the bargaining unit shall be discharged or discriminated against for upholding Federation principles. The Employer and the Federation affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of the employees' skills and ability without regard to race, color, creed, national origin, age, or sex or sexual orientation,.

Section 2. In accordance with the provisions of the Governmental Code of Fair Practices, the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, and ancestry.

Section 3. The Employer agrees to investigate and respond to employee allegations of unfair treatment by supervisors in accordance with Historical Society policy.

Section 4. Sections 1 and 2 of this provision are not subject to the grievance procedure in Article 9.

ARTICLE 6.
LABOR/MANAGEMENT RELATIONS COMMITTEE

Section 1. The Employer and the Federation agree to the establishment of a Labor/Management Relations Committee which shall meet to discuss concerns of both parties and to foster improved communications between the Employer and the members of the bargaining unit. The Committee shall meet at the request of either party. Labor/Management Relations Committee meetings are not negotiations and cannot add to, subtract from, or otherwise modify the terms of the Collective Bargaining Agreement. Professional development shall be a standing agenda item at the LMC meetings for the term of this contract.

Section 2. The Committee shall be composed of no more than three members appointed by the Employer, and no more than three members appointed by the Federation.

Section 3. The Committee shall meet at a mutually agreed time and date.

Section 4. Employees shall be granted paid release time to attend Labor/Management Relations Committee meetings if the meetings are scheduled during normal working hours.

Section 5. Five working days prior to the agreed meeting date each party shall provide the other with a list of items which it wishes to discuss. The requirement, however, may be waived by mutual agreement.

ARTICLE 7.
JOB SECURITY

Section 1. A permanent employee is one who has successfully completed the six-month probationary period. No permanent employee shall be disciplined, suspended, or discharged except for just cause.

Section 2. The Employer shall provide the employee with a copy of the disciplinary action.

Section 3. Any disciplinary actions of a permanent employee, except oral warnings, may be appealed through the grievance procedure. Written reprimands may be grieved, but may not be submitted to final and binding arbitration.

Section 4. During the probationary period, the Employer may discharge an employee at any time for any job related reasons. The probationary period may be extended one time for up to three months with notification of the Federation.

Section 5. No bargaining unit position shall be filled by an employee funded by work-study, work-fare, work-release, or the JTPA without concurrence of the Federation.

Section 6. No bargaining unit member shall be laid off or suffer an involuntary reduction in work hours as a result of the assignment of bargaining unit work to individuals hired as independent or personal services contractors.

ARTICLE 8.
SENIORITY AND LAYOFF

SENIORITY

Section 1. Seniority is defined as the length of continuous service in a bargaining unit position since the last date of hire.

Section 2. Seniority shall be recognized after a six-month probationary period. At the end of the probationary period, seniority shall accrue retroactively to the date of hire.

Section 3. Seniority shall terminate for any of the following reasons:

A. voluntary termination of employment;

B. failure to return to work from a layoff, provided the employee has 15 working days notice of recall; or

C. discharge for cause.

Section 4. Seniority shall be considered unbroken for all layoffs not exceeding one year and for all approved leaves of absence.

LAYOFF

Section 1. The Employer shall give the Federation and the employee 15 working days advance notice and an opportunity to comment on any layoff (except for temporary layoffs caused by emergencies), including a list of employees affected.

Section 2. In order to avoid layoffs, the Employer may seek voluntary reductions in employee work hours or leaves without pay.

Section 3. In selection of employees for layoff, the Employer's program objectives and seniority within the class series shall be the determining factors. Recall from layoff shall be in the reverse order.

Section 4. If program objectives permit, no permanent employee shall be laid off while temporary or probationary employees within the class series are retained.

Section 5. In recalling employees, the Employer shall send a certified return-receipt letter to the last address provided to the Employer by the employee, with a copy to the Federation. The letter shall state the employee has 10 working days in which to notify the Employer of his/her intent to return to work. If the Employer does not receive a response within 10 working days of sending the letter to the employee's last address, the employee's recall right to the position is forfeited. This recall method shall be followed for a period of up to one year following the date of the layoff.

ARTICLE 9.
GRIEVANCE AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all disputes involving the interpretation and application or alleged violations of a specific section of the Agreement. The grievance procedure, as set forth in this Article, shall be utilized to resolve grievances.

Section 2. In the event an employee desires to process a grievance under the terms of this Article, it is presumed that the employee has waived the State Grievance Procedure option.

Section 3. **The Grievance Procedure.**

STEP 1 Any dispute involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall (hereinafter, grievance) be taken up with the employee's immediate supervisor, within 15 working days of the occurrence of the grievance. The immediate supervisor shall have five working days to respond. All grievances must be discussed with the immediate supervisor, who shall be given an opportunity to attempt a resolution.

STEP 2 If the grievance is not resolved informally at Step 1, a formal grievance may be presented in writing within 10 working days from the receipt of the immediate supervisor's response at Step 1, to the Director of the Montana Historical Society. The Director, at this Step, shall have 10 working days from receipt of the grievance to respond in writing.

STEP 3 Should the grieving employee and the Federation consider the decision of the Director to be unsatisfactory, the Federation may, within 15) working days of receipt of such decision, notify the Director and the Chief of the Labor Relations and Employee Benefits Bureau of its decision to take the grievance to final and binding arbitration.

Section 4. **Rules for Grievance Processing.**

A. Time limits of any stage of the grievance procedure may only be extended by written mutual agreement of the parties at that Step.

B. The grievance not filed or advanced by the grievant within the time limits provided, shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer's representative to answer within the time limits set forth in any step will entitle the employee to proceed to the next step.

C. A grievance shall be presented in writing and shall include a statement of the grievance, when the grievance occurred, the facts upon which it is based, and a statement of which rights and contract provisions the individual claims have been violated and the remedy or correction requested.

D. Upon mutual agreement of both parties, and if the conditions warrant such action, the grievant may bypass Step 1 of the procedure and grieve directly to the Director and the Montana Historical Society.

E. The term "Supervisor", when used in this Article, shall mean: The first person in the employee's chain in command, but not in the bargaining unit, that exercises supervisory control and authority over that employee and the duties/responsibilities of the employee's position.

F. The term "Federation Representative", when used in this Article, shall mean: Any Federation designee' upon whom the President of the Union has conferred the authority to act for the Federation or the State Federation Representative.

G. The Federation representative shall have the right to participate in any meeting of the Employer and the grieving employee(s) which is invoked in accordance with the provisions of this grievance procedure.

H. The Federation shall have the right to grieve the adoption of any rule, regulation, or policy which violates any specific provision of this Agreement.

Section 5. **Rules for Arbitration.**

A. Within 10 working days of the receipt of the Federation's notice of its intent to arbitrate a grievance, the parties shall call upon the Federal Mediation and Conciliation Service for a list of seven potential arbitrators.

B. Each party will be entitled to strike names from the list in alternate order, with the Federation striking the first name, and the name so remaining shall be arbitrator. The arbitrator shall render a decision within 30 calendar days of the hearing and that decision shall be final and binding.

C. The parties agree to share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. Should both parties want transcripts, the parties shall share the cost equally.

D. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

E. The decision and award of the arbitrator shall set forth Findings of Fact, Discussion, and the Award. However, the parties may mutually agree to waive this provision and request a bench decision of the arbitrator which shall be final and binding on the parties.

ARTICLE 10.
WORKING CONDITIONS

Section 1. All employees covered by this Agreement shall be classified and compensated according to the Broadband Pay Plan in Addendum A.

Section 2.

A. Work Day. A full time work day normally consists of eight hours. A meal period will be allowed that will normally be one hour in length, and which shall not be counted as part of the hours of a work day. Two 15-minute duty free rest breaks per day are available to the employee.

B. Work Week. A full time work week shall normally consist of five consecutive work days with two consecutive days off. However, an alternative work week may be designated by the Employer, provided that the total work week does not exceed 40 hours. The Employer agrees to make every effort possible to reach mutual agreement with the affected employee(s) in designating an alternative work week. However, if agreement proves impossible, the Employer will assign employees on the basis of program objectives and seniority. Management will provide an employee 10 working days notice in the event the alternative work week needs to be permanently changed.

C. Employees who work over 40 hours per week will have the choice of accruing compensatory time or flexing their hours. Flex time requests will be granted unless the request creates an adverse impact on operations.

D. Overtime exempt employees, who with supervisor approval, work over 40 hours in a work week, will receive compensatory time on an hour-for-hour basis.

1. Compensatory time may be accumulated up to a maximum of one hundred twenty (120) hours.

2. Compensatory time shall be taken at a time mutually agreeable to the Employer and the employee.

E. Non-exempt employees shall be compensated for all time worked in excess of a 40 hour work week according to the following provisions:

1. For all hours so worked, employees shall receive one and one-half times their regular hourly rate. With Management approval, employees may elect to receive compensatory time at a rate of one and one-half times each hour so worked over their designated work day. Annually, employees may change their election by informing the Employer between June 1 and July 1.

a. Non-exempt employees may accumulate compensatory time up to a maximum of 180 hours and shall be cashed out, upon termination, at the employee's average regular rate of pay for the final three years of employment or the final regular rate received by the employee, whichever is higher. The Employer, however, reserves the right to cash out an employee at any time.

b. Compensatory time off shall be taken at a time agreeable to the employee and the Employer. However, no employee shall be denied reasonable access to utilize compensatory time.

2. Should an employee be scheduled to work on a holiday, he or she shall be granted another day off at a time mutually agreeable to the employee and the Employer.

3. Sick leave, annual leave, and holidays shall constitute time worked when computing overtime credits.

4. Employees who are absent from work for an approved reason other than illness during their normal working hours shall normally be allowed to make up the time missed at some other time during the work week.

F. If an employee is unavoidably detained from working her/his regularly scheduled work hours because of inclement weather conditions or immediate family illness, the Employer may mutually agree to a flexible work schedule in order to make up the time lost due to the unavoidable circumstances.

Section 3. Upon request of one or more bargaining unit members, the Employer may implement a job sharing position in accordance with State law.

Section 4. **Acting Appointments.** An acting appointment is a short-term appointment made to a supervisory or managerial position to provide continuity in the absence of the supervisor or manager. The acting appointment shall be limited to 30 calendar days and no pay adjustment shall be made for an acting appointment, except if an individual appointment exceeds 30 days, the employee shall receive a temporary promotion and be paid retroactively at the higher rate.

Section 5. No employee shall routinely be required to perform duties not specified in his or her job description, understanding that under unusual circumstances, employees may be required to perform non-job related duties.

Section 6. Any employee called back to work shall be compensated for a minimum of two hours of work.

Section 7. All bargaining unit members shall be entitled to two hours per week to study within the field(s) of their employment or profession. These hours will not be cumulative and, unless prior management approval is obtained, must be used within Society facilities. Should the press of business require, the hours will be foregone to accomplish Society operational objectives.

ARTICLE 11.
JOB POSTING

Section 1. Whenever a vacancy or newly created position occurs, the Employer shall prepare a job posting notice and post such notice at designated sites at the work place. The Employer shall also send out notices via e-mail to all employees.

Section 2. Job posting notices shall be posted for at least five working days. Such notices shall include a general statement of principal job duties, minimum qualifications, salary range, selection procedure, and shall state where interested employees are to make application and the cutoff date for application submittal. It is understood that the contents of the posting notice constitute the basis upon which a position is awarded.

Section 3. It is understood by the parties to this Agreement that members of the bargaining unit should be given preference in hiring for vacancies and newly created positions if bargaining unit members' qualifications are substantially equal to those of other candidates. Where two or more candidates from the bargaining unit are equally qualified for the position, seniority shall be the determining factor when the job is awarded.

Section 4. A current employee who is selected for another position shall resign from the previous position upon accepting the new position.

ARTICLE 12.
COMPENSATION

Section 1. All employees covered by this Agreement shall be paid in accordance with the Broadband Pay Plan contained in Addendum A.

Section 2. All compensation and benefits will be administered in accordance with applicable statute, classification rules and pay plan rules under MOM.

Section 3.

A. Employees are eligible for longevity pay in addition to their base salary in accordance with the following provisions:

    1. Each employee who has completed five years of uninterrupted state service shall receive 1.5% of the employee's base salary multiplied by the number of completed, contiguous five-year periods of uninterrupted State service. Beginning October 1, 1999, in addition to the 1.5% for every five years noted in the preceding sentence, each employee who has completed 15 years of uninterrupted State service or completed 20 years of uninterrupted State service will receive an additional 0.5% of the employee's base salary for each of those two increments of additional five years of uninterrupted service.

2. Service to the State is not interrupted by authorized leaves of absence.

B. For the purposes of determining years of service under this Section, an employee must be credited with one year of service for each period of:

1. 2080 hours of service following his date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which he is in a pay status or on authorized leave of absence without pay, regardless of the number of hours of service in the pay period; or

2. Twelve uninterrupted calendar months following his date of employment in which he was in a pay status or an authorized leave of absence without pay, regardless of the number of hours of service in any one month.

Service to the state is not interrupted by authorized leaves of absence.

The longevity additive shall not be reduced by promotion or by the granting of a salary increase to the employee.

ARTICLE 13.
GROUP INSURANCE

Section 1. **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.

Section 2. Temporary or seasonal employees who work or are scheduled to work 20 or more hours per week for three or more consecutive months in any 12 month period shall be eligible for the full Employer contribution per month beginning on July 1, 1991, to cover the time actually worked.

ARTICLE 14.
PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1. The existing program shall continue in full force and effect in accordance with 19-3-101 through 19-3-1404, M.C.A.

ARTICLE 15.
HOLIDAYS

Section 1. For pay purposes, the following shall be recognized holidays for bargaining unit employees:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday of January
Lincoln's and Washington's Birthdays	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
State General Election Day	Even numbered years

Section 2. Should the legislature add, delete, or modify the legal holidays this provision shall operate in conformance with such statutory modifications.

ARTICLE 16.
VACATION LEAVE

Section 1. Each permanent full time employee shall earn annual vacation leave credits from the first day of employment. An employee eligible to earn vacation credits must be credited with one year of employment for each period of 2,080 hours of service following his date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which he is in pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period. 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 six calendar months.

Seasonal employees shall earn vacation credits. However, such persons must be employed six qualifying months before they may use the vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid a break in service.

Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.

An employee may not accrue annual vacation leave credits while in a leave-without-pay status.

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

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 Day Credit
1 Day through 10 years	15
10 Years through 15 years	18
15 Years through 20 years	21
20 Years on	24

For the purpose of determining years of employment under this Section, an employee eligible to earn vacation credits under MCA 20-18-611 must be credited with one year of employment for each period of 2,080 hours of service following his date of employment; an employee must be credited with 80 hours of service for each biweekly period in which he is in pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period.

Section 2. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

Section 3. An employee who terminates his employment for reason not reflecting discredit on himself shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth above.

However, if an employee transfers between agencies of the same jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

Section 4. 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.

Section 5. If a holiday(s) occurs during the period in which vacation is taken by an employee, the holiday(s) shall not be charged against the employee's annual leave.

Section 6. In the event of death of an employee, unused earned vacation time shall be paid the employee's heirs at his then current rate of pay.

ARTICLE 17.
MILITARY LEAVE

Section 1. Any permanent employee who has been employed for six months or more who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized Reserve Corps of Forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given leave of absence with pay for attending regular encampments, training cruises, and similar training programs not to exceed 15 working days per calendar year under military order properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee.

ARTICLE 18.
SICK LEAVE

Section 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 year. Sick leave credits shall be credited at the end of each pay period.

Sick leave credits shall be earned at the rate of 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 90 days.

Section 2. An employee may not accrue sick leave credits while in a leave without pay status.

Section 3. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

Section 4. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

Section 5. An employee who terminates employment with the Employer is entitled to a lump sum equal to one-fourth 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. Accrual of sick leave credits for calculating the lump sum payment provided for in this Section begins July 1, 1971. The payment therefore shall be the responsibility of the agency wherein the sick leave accrues. However, no employee forfeits any sick leave or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within the same jurisdiction, he/she shall not be entitled to a lump sum payment. In such a transfer, the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

Section 6. An employee who receives 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.

Section 7. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

Section 8. Abuse of sick leave is cause for dismissal and forfeiture of the lump sum provided for in this Article.

Section 9. "Sick Leave" means a leave of absence with pay for a sickness suffered by an employee, his or her immediate family, or a member of the household.

Section 10. With management approval, an employee may also use sick leave upon the death or serious illness of another person.

ARTICLE 19.
JURY DUTY

Section 1. **Service as a Witness.**

A. Each employee who is under a 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 his Employer any expense or mileage allowance paid him by the court.

B. 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 this Employer any expense or mileage allowances paid him by the court.

C. The Employer may request the court to excuse its employees from jury duty if they are needed for the proper operation of the agency.

ARTICLE 20.
MATERNITY LEAVE

It shall be unlawful for the Employer or his agent:

A. to terminate a woman's employment because of her pregnancy;

B. to refuse to grant the employee a reasonable leave of absence for such pregnancy;

C. to 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;

D. to retaliate against any employee who files a complaint with the Commissioner of Labor and Industry;

E. to require that any employee take a mandatory maternity leave for an unreasonable length of time.

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 21.
PROFESSIONAL LEAVE

Section 1. With Management approval, members of the bargaining unit shall be granted paid release time to attend workshops, seminars, and other meetings deemed to be of benefit to the agency. Professional leave may also be granted to employees for the purpose of engaging in professional study or research.

ARTICLE 22.
LEAVE WITHOUT PAY

Section 1. A leave of absence without pay may be granted by the Employer upon written request of the employee and with the approval of the Supervisor and Director. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires.

Section 2. A permanent employee injured on the job and eligible for industrial accident benefits shall retain all rights to his/her previously held position and shall be entitled to a leave without pay for a period of six months, following the date of injury. A leave of absence without pay for a period of up to six months shall also be granted to permanent employees with extended illness or disability, and with proper medical certification of both their temporary inability to work and their prospective ability to return to work within a reasonable time. With management approval, the leave of absence may be extended beyond six months.

Section 3. Before returning to work, the employee must be able to show the Employer, by way of a physician's certificate, that he/she is able to perform the essential duties of the position. In the event that the employee has been on leave without pay for more than 30 calendar days and a temporary employee has been hired to replace the employee, the Employer may require the employee on leave without pay to give two weeks' notice of his/her intent to return to work.

ARTICLE 23.
SAFETY

Section 1. Both the Employer and the Federation affirm their commitment to cooperate in the maintenance of a safe and healthful working environment. To that end, any employee complaint concerning a health or safety problem shall be immediately referred to the employee's supervisor and the Federation's safety officer. Should the supervisor and safety officer determine that the problem is substantial and/or a long-term threat to the employee's health and safety, they shall call for an immediate meeting of the Management/Union Relations Committee. The Committee shall make every effort to bring the problem to a satisfactory resolution. Should the resolution prove unsatisfactory, the employee is free to pursue any remedy provided by appropriate state or federal law.

ARTICLE 24.
EMPLOYEE EVALUATIONS/PERSONNEL FILES

Section 1. An employee may request to be evaluated a minimum of once each year or his or her supervisor may determine the need to do a performance evaluation. Each employee shall be afforded the opportunity to submit a written rebuttal to any written evaluation and shall be provided with a copy of the evaluation.

Section 2. An employee may inspect or obtain a copy of any document contained in his or her personnel file. No document unfavorable to an employee may be placed in the personnel file without providing the employee an opportunity to review the material and to submit a written rebuttal to it. No employee shall be compelled to sign any document placed in the personnel file.

Section 3. Letters of warning, reprimand, probation or suspension shall be considered temporary contents of a personnel file and shall be removed from the file after one year, unless such documents are related to a current or ongoing disciplinary action, or where they may be pertinent to other current or impending legal or quasi legal proceedings.

ARTICLE 25.
NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement, the Federation agrees that it will not cause, sanction, or engage in any strike or other interference with the operation of the Employer, except as provided in Article 28.

Section 2. During the term of this Agreement, there shall be no lockout by the Employer.

ARTICLE 26.
SEVERABILITY

Section 1. If any provision of this Agreement is declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provision of this Agreement shall remain in full force and effect for the duration of this Agreement. Either party may seek to meet and renegotiate the provision declared invalid.

ARTICLE 27.
ENTIRE AGREEMENT

Section 1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Federation for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to in any way restrict the parties from commencing negotiations under Article 28 or under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.

Section 2. The parties recognize the right of the Employer to promulgate rules and regulations from time to time as deemed necessary insofar as such rules and regulations that affect the members of the bargaining unit covered by this Agreement are not inconsistent with the terms of this Agreement, and are not inconsistent with federal laws or laws of the State of Montana.

ARTICLE 28.
TERM

Section 1. This Agreement shall be effective as of the 1st day of July, 2013, and shall remain in full force and effect until the 30th day of June, 2015. Either party shall notify the other in writing at least 90 days, but not more than 120 days prior to the expiration date if they desire to modify this Agreement. If the Federation gives such notice, it shall also notify the Chief of the Labor Relations Bureau, in writing, of such requested negotiations at the same time such notice is given to the Employer. Negotiations may begin at any time after notice is provided.

Section 2. The Federation and the Employer agree to meet for pre-budget negotiations on wages and fringe benefits for the 2016-2017 biennium at the earliest reasonable date. The Federation shall have the right to engage in concerted activity after December 1, 2014, for matters pertaining to wages and economic benefits for the 2016-2017 biennium.

Section 3. It is understood that this Agreement shall remain in full force and effect until such time as a new contract is negotiated or until impasse is reached over any item(s) under negotiation by the parties.

DATED this 27 day of August 2013

FOR THE STATE:

State Office of Labor Relations

Bruce Whittenberg, Director
Montana Historical Society

FOR THE UNION:

Larry Nielsen, Field Consultant
MEA-MFT

Richard Aarstad, President
MEA-MFT Local #4367

ADDENDUM A

BROADBAND PAY PROVISIONS

Montana Historical Society – MEA-MFT

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. Occupational pay ranges. Schedule A (attached) contains the occupational pay ranges for all bargaining unit employees using the 2006 market rates set by the Department of Administration. These pay ranges will remain in effect for the life of this Agreement.

Section 2. Longevity. All pay calculations are on base rates and not inclusive of longevity.

Section 3. 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 4. Should Section 2-18-303, MCA be amended to permit wage increases the parties agree to negotiate the application of that amendment.

Section 5. Future pay plan provisions. The parties may agree to establish a work team of bargaining unit and management representatives to develop further pay plan components such as market progression, competency-based pay, situational pay and strategic pay. It is understood recommendations from the work group will need to be negotiated.

SCHEDULE A
OCCUPATIONAL PAY RANGES
(all bargaining unit employees)

OCCUPATION			ANNUAL		
Job Code	Title	Pay Band	Entry	Market	Maximum
433313	Accounting Technician	03	$19,881	$24,851	$29,821
433314	Accounting Technician	04	$23,857	$29,821	$35,785
436113	Administrative Assistant	03	$20,053	$25,066	$30,079
436114	Administrative Assistant	04	$24,063	$30,079	$36,095
439611	Administrative Clerk	01	$13,956	$17,445	$20,934
439612	Administrative Clerk	02	$16,747	$20,934	$25,121
254115	Archivist	05	$26,093	$32,617	$39,140
254116	Archivist	06	$31,312	$39,140	$46,968
412112	Cashier	02	$16,994	$21,242	$25,491
412113	Cashier	03	$20,393	$25,491	$30,589
254135	Curator	05	$26,093	$32,617	$39,140
254136	Curator	06	$31,312	$39,140	$46,968
372111	Custodian	01	$13,956	$17,445	$20,934
372112	Custodian	02	$16,747	$20,934	$25,121
372113	Custodian	03	$20,097	$25,121	$30,145
151914	Data Control Tech	04	$28,696	$35,870	$43,044
151915	Data Control Specialist	05	$34,435	$43,044	$51,653
273414	Editor	04	$21,745	$27,181	$32,617
273415	Editor	05	$26,094	$32,617	$39,140
273416	Editor	06	$31,312	$39,140	$46,968
131895	Grants Contracts Coordinator	05	$29,069	$36,337	$43,604
271254	Graphic Designer	04	$21,691	$27,114	$32,537
271255	Graphic Designer	05	$26,030	$32,537	$39,044
271256	Graphic Designer	06	$31,236	$39,044	$46,853
193935	Historical Specialist	05	$26,093	$32,617	$39,140
193936	Historical Specialist	06	$31,312	$39,140	$46,968
254215	Librarian	05	$26,093	$32,617	$39,140
254216	Librarian	06	$31,312	$39,140	$46,968
254217	Librarian	07	$37,574	$46,968	$56,362
254312	Library Technician	02	$16,567	$20,709	$24,851
254313	Library Technician	03	$19,881	$24,851	$29,821
254314	Library Technician	04	$23,857	$29,821	$35,785
254155	Museum Exhibit Specialist	05	$26,030	$32,537	$39,044
254156	Museum Exhibit Specialist	06	$31,236	$39,044	$46,853
254153	Museum Exhibit Technician	03	$18,076	$22,595	$27,114
254154	Museum Exhibit Technician	04	$21,691	$27,114	$32,537

OCCUPATION			ANNUAL		
Job Code	Title	Pay Band	Entry	Market	Maximum
274214	Photographer	04	$23,777	$29,722	$35,666
274215	Photographer	05	$28,533	$35,666	$42,799
274216	Photographer	06	$34,239	$42,799	$51,359
273315	Public Relations Specialist	05	$26,633	$33,291	$39,949
273316	Public Relations Specialist	06	$31,959	$39,949	$47,939
273317	Public Relations Specialist	07	$38,351	$47,939	$57,527
433613	Purchasing Technician	03	$22,350	$27,937	$33,524
433614	Purchasing Technician	04	$26,820	$33,524	$40,229
436412	Secretary	02	$17,802	$22,252	$26,702
436413	Secretary	03	$21,362	$26,702	$32,043
339312	Security Guard	02	$16,747	$20,934	$25,121
339313	Security Guard	03	$20,097	$25,121	$30,145