LABOR AGREEMENT

BETWEEN

THE STATE OF MONTANA

DEPARTMENT OF LABOR AND INDUSTRY

AND

THE LABOR RELATIONS AND APPEALS UNION

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LABOR AGREEMENT
BETWEEN
THE STATE OF MONTANA
DEPARTMENT OF LABOR AND INDUSTRY
AND
THE LABOR RELATIONS AND APPEALS UNION

ARTICLE 1
PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of July 2013, between the State of Montana, Department of Labor and Industry, hereinafter referred to as the "Employer," and the Labor Relations and Appeals Union, hereinafter referred to as the "Union."

ARTICLE 2
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative of all employees within the bargaining unit as included in Addendum "A;" and excluding supervisory, managerial, confidential, temporary, and seasonal personnel.

ARTICLE 3
MANAGEMENT RIGHTS

The Employer retains in full all rights and prerogatives as set forth by state law not specifically relinquished in this Agreement.

ARTICLE 4
TRAINING

The Employer shall make a good faith effort to provide education and training to all bargaining unit employees. Employees will have input when identifying individual training needs and in establishing an individual educational and/or training plan. If a request by an employee for education or training is denied, the Employer will document in writing the reason for such denial, if requested by the employee.

Training required by the Employer to maintain or improve skills for employees current position will be scheduled during paid time. All costs relating to this required training will be paid by the Employer.

ARTICLE 5
DISCHARGE, DEMOTION OR DISCIPLINE

Probationary and Non-probationary Employees: All employees shall serve a probationary period consisting of the employee's initial six (6) months of continuous employment. The probationary period may be extended up to an additional six months upon agreement between the employer and the employee. Any probationary employee may be terminated at will by the Employer; but, upon the request of the employee, the Employer shall supply to the employee the reason for the termination. Non-probationary employees may only be terminated for cause.

ARTICLE 6
PERFORMANCE EVALUATIONS

It is the intent of the Department of Labor and Industry to provide employees with a performance appraisal completed by their immediate supervisor or self-directed work team on a yearly basis in accordance with MOM Performance Management and Evaluation Policy. These rules require the department to regularly manage and evaluate the performance of permanent employees.

Typically, performance appraisals are done on an annual basis. Performance appraisals will be done on a 6-month basis for any employee in the following categories:

- Probationary employees who are not yet permanent employees.
- Employees who have not reached IBP 6 under the Department's pay plan schedule.
- Employees who have a formal written performance improvement plan in place.
- Employees who have been formally disciplined in the past 12 months for conduct or performance issues.

ARTICLE 7
COMPENSATION

Compensation shall be provided in accordance with the attached Broadband Pay Plan Rules as modified for the 2013-2015 contract term.

All employees covered by this collective bargaining agreement shall receive a 3% across-the-board pay increase effective in the pay period that includes July 1, 2013 and a 5% across-the-board pay increase effective in the pay period that includes November 15, 2014. Said increases shall be on the employee's base pay.

Further, in accordance with Section 2-18-303(a), these adjustments will not be provided to employees until the State receives written notice that the employee's collective bargaining unit has ratified the agreement. If that notice is received after the effective date of the pay adjustment, the adjustment will be paid retroactively.

ARTICLE 8
NO STRIKE – NO LOCKOUT

The Union agrees that, during the term of this Agreement, there shall be no strike, work stoppage, slowdown, or any other type of concerted activity that impedes or interferes with any operations of the Employer. Further, the Union assumes liability for any damages caused by such action, whether authorized by the Union or not, and obligates itself to take every reasonable step to discourage, terminate, or prevent such action. The Employer agrees not to lock out its employees during the term of this Agreement; but such agreement shall in no way limit the Employer's right to reduce its workforce or lay off employees.

In the event the Employer's offices are picketed by another labor organization, pursuant to a labor dispute between the Employer and the picketing labor organization; the Employer agrees to make reasonable efforts to arrange for unit employees to work at other locations. The Union recognizes that, in some cases, such relocation may not be possible. In no case shall any unit employee who does not report for work on any day as required by the employer, or who is not otherwise excused, be paid for such a day.

ARTICLE 9
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. For the purpose of this Agreement, the term "grievance" means a dispute between the Employer and a non-probationary employee concerning the application, meaning, or interpretation of this Agreement, personnel policies, or other material terms and conditions of employment, including provisions as provided by state law.

Section 2. All grievances shall be settled in accordance with the following procedure, time being of the essence:

STEP 1. The grievant, or a Union representative acting upon specific written authorization from the grievant, shall, within seven (7) calendar days of the occurrence of the grievable event, present the grievance in writing to the grievant's immediate supervisor. The supervisor shall attempt to resolve the dispute and shall respond in writing to the grievant within fourteen (14) calendar days.

STEP 2. If no satisfactory settlement is reached between the immediate supervisor and the aggrieved employee or a Union representative, acting upon specific written authorization from the grievant, the grievance shall be presented within seven (7) calendar days in writing to the administrator of the division in which the grievant is employed. The division administrator shall attempt to

resolve the dispute and shall respond in writing to the aggrieved employee or union officer within fourteen (14) calendar days.

STEP 3. If no satisfactory settlement is reached between the division administrator and the aggrieved employee or a Union representative, acting upon specific written authorization from the grievant, the grievance shall be presented within seven (7) calendar days in writing to the Commissioner of Labor. The Commissioner shall attempt to resolve the dispute and shall respond in writing to the aggrieved employee or union officer within fourteen (14) calendar days.

STEP 4. If no satisfactory settlement is reached between the Commissioner of Labor and the aggrieved employee, the union may, within seven (7) calendar days, with written permission of the grievant, through one of its officers, submit the dispute to arbitration by written notice to the Commissioner of Labor and the Chief of the Labor and Employee Relations Bureau. Within seven (7) calendar days of such notification, the employer and the union shall select an arbitrator by the following method:

a. The parties to this Agreement shall attempt to mutually select an arbitrator. If no such person can be found who is acceptable to both parties, then;

b. The parties shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of such a list the parties shall select the arbitrator within fourteen (14) calendar days.

The arbitrator chosen shall be contacted immediately and requested to start proceedings as soon as possible. During the arbitration proceedings, only information considered in the previous step shall be admitted. The arbitrator's decision shall be final and binding on both parties to this Agreement. The arbitrator shall have no power to alter in any way or add to the terms of this Agreement. The arbitrator's decision shall be rendered within 45 calendar days after the conclusion of arbitration proceedings.

SECTION 3. Expenses for the arbitrator's services shall be borne equally by both parties.

SECTION 4. The formal processing of the grievance and, when absolutely necessary, investigative activities directly related to the grievance may be performed during working time. Union representatives shall not perform legal research for purposes of developing the grievances during working time.

SECTION 5. Upon mutual consent, time limits may be modified.

SECTION 6. If a grievance directly concerns all unit members uniformly and involves the integrity of this Agreement, the Union may file the grievance on its own behalf and the requirement for written authorization from the grievant is waived.

ARTICLE 10
SEVERABILITY

In the event any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto, that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

Should any section of this Agreement be invalidated, the parties agree to commence negotiations on a replacement section(s) within thirty (30) calendar days.

ARTICLE 11
TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of July 2013, and shall remain in full force and effect through the 30th day of June 2015. Thereafter, the Agreement shall continue for successive two (2) year periods and shall be in full force and effect, unless either party to this Agreement notifies the other, in writing, no more than ninety (90) days and not less than sixty (60) days prior to the expiration date or anniversary date, that they desire to modify this Agreement.

If the Union gives such notice, it agrees also to notify the Chief of the Labor and Employee Relations Bureau, in writing, of such requested negotiations, at the same time such notice is given to the Department. In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date or anniversary date.

Dated this 11 day of March, 2014

FOR: THE STATE OF MONTANA

State Human Resources Division

Pam Bucy, Commissioner
Department of Labor and Industry

Diana Ferriter, Administrator
Employee Relations Division

Kim Moog, Administrator
Central Services Division

FOR: THE LABOR RELATIONS AND APPEALS UNION

Paul Melvin, President

Caroline Holien
Secretary-Treasurer