AGREEMENT

BETWEEN THE

STATE OF MONTANA

MONTANA STATE HOSPITAL

AND

LOCAL #5070, HERE

MEA-AFT, AFL-CIO

2015 - 2017

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STATE OF MONTANA
MONTANA STATE HOSPITAL
AND
LOCAL #5070, HERE, MEA-AFT, AFL-CIO

THIS AGREEMENT, made and entered into this _____ day of _____ 2015, by and between the State of Montana, Montana State Hospital, hereinafter referred to as the "EMPLOYER," and the Warm Springs Independent Union, Local #5070, Hotel Employees and Restaurant Employees (HERE), MEA-MFT, AFL-CIO, acting by and through its duly qualified and acting officers and representatives hereinafter called the "UNION," for the purpose of promoting and improving the understanding relative to all conditions of employment and providing a means for an amicable and equitable adjustment for any and all grievances which may arise, all of which the parties hereto believe and affirm will insure to the welfare and benefit of the individuals committed to the care of said Montana State Hospital.

ARTICLE 1.
RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees that are employed in positions listed in "Addendum A," by reference made a part hereof, and employed at Montana State Hospital.

Section 2. When new classifications are created or reclassifications of current bargaining unit classifications occur and positions covered by such new or changed classifications are not clearly exempt from the bargaining unit by virtue of other bargaining unit jurisdiction or by categorization as managerial, supervisory, confidential, or otherwise excludable position, Management agrees to notify the Union of said action and discuss whether such positions are covered. Should no agreement be reached, then the procedures of the Board of Personnel Appeals may be used.

ARTICLE 2.
UNION SECURITY - CHECK OFF

Section 1. Any present or future employee who is not a Union member and who does not make application for membership within 45 calendar days shall, as a condition of employment, pay to the Union a representation fee as a contribution toward the administration of this Agreement. The Employer shall discharge employees who fail to comply with this requirement within 45 calendar days after written notice to the Employer from the Union.

Section 2. The Employer agrees to accept and honor voluntary written assignments of wages due and owing to the employees covered by this Agreement for initiation fees, Union dues, or the representation fee. The Employer will remit to the Union such sums within 15 calendar days. Dues for the Dietary Department Employees will be sent to HERE directly.

Section 3. The Employer shall advise each new employee in writing at the time of employment of the check-off provision in this Agreement. The Employer shall also furnish, within 10 calendar days after the end of each month, a complete list of the names of all employees under the jurisdiction of the Union who were employed or terminated during the preceding month.

Section 4. The Union shall certify to the Employer in writing the Union's initiation fee, dues, and representation fee amounts. Changes in Union initiation fee and dues, or representation fee, rates will be certified to the Employer in writing by an authorized officer of the Union and at least 30 calendar days in advance of such change.

Section 5. The Union will indemnify and hold the Employer harmless against any claim made and against any suit instituted against the Employer, on account of any provision of this Article.

ARTICLE 3.
NON-DISCRIMINATION

Section 1. No member of the Union shall be discharged or discriminated against as a result of Union membership.

Section 2. In accordance with the provisions of Chapter 3, Title 49, MCA, "Montana Code of Fair Practices," the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualification, without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry. Employer may not enter into any benefit plans such as retirement, pension or insurance plans which may be construed as subterfuges or evade the purposes of the code. The Employer may, however, negotiate a bona fide seniority system that is not structured to perpetuate any past discriminatory practices.

Section 3. The Employer agrees to respond to employee allegations regarding workplace disputes and unfair treatment amongst staff and supervisors that are presented in writing to the Human Resources Office. The Employer will review and/or investigate the allegations and attempt to resolve the matter in a reasonable amount of time. In cases where allegations do not constitute grievable issues, the Employer's response is not subject to the contract's grievance procedure.

ARTICLE 4.
MANAGEMENT RIGHTS

Shall be in compliance with State Statute 39-31-303, MCA. Public employees and their representatives shall recognize the prerogatives of public Employers to operate and manage their affairs in such areas as, but not limited to:

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

ARTICLE 5.
UNION RIGHTS

Section 1. Upon request the Employer shall make available to the Union public information relevant to negotiations or necessary for the proper enforcement of this Agreement provided such information is in a form that is readily available and accessible.

Section 2. The authorized and credentialed field representatives of the Union shall be allowed admission to the workplace for the purpose of observing and investigating conditions of employees covered by this Agreement; provided, however, that they shall first receive permission from the supervisor and shall not interfere with employees in the course of their work during working hours.

Section 3. Union representatives shall have the right to inspect an employee's personnel file with a specific authorization in writing by the employee. Union representatives may obtain a copy of a document related to a formal grievance provided specific authorization is obtained in writing from the employee.

Section 4. Whenever Union officers are requested by Management to attend meetings during normal working hours for the purpose of interpreting provisions of this Agreement, they shall be granted paid release time.

Section 5. The Union shall be allowed reasonable space on approved bulletin boards for posting materials related to official Union business. The amount of space and location of the bulletin boards shall be mutually agreed upon by Management and the Union.

Section 6. The Union shall be provided an office space, subject to availability, on the Employer's premises, for a rental fee consistent with current rental charges.

Section 7. Usual and ordinary Union business will be conducted on off duty time; however, the Employer recognizes that under extraordinary circumstances, there may be need to conduct a minimal amount of Union business during duty hours. The Union recognizes that Management may restrict such business to designated phones and will cooperate in an effort to educate its members in conjunction with Management to limit such business to only items that are necessary and essential. Employees who are members of the Union will cooperate in an effort to conduct Union business during off duty hours of both themselves and the Union representative they contact.

Section 8. The Employer agrees to provide advance notice to the Union of any permanent employee layoff along with an opportunity to comment on the layoff.

ARTICLE 6.
WORKING CONDITIONS

Section 1.

1. Workday. The regular workday shall consist of eight hours, one-half hour of which shall be allowed for a meal period. In the event that the meal period must be interrupted for service, management will attempt to allow its resumption at a later time. The regular workday shall begin with the starting time of the earliest day shift and terminate with the ending time of the latest night shift.

2. Work Period. A regular work period shall consist of 40 hours of a maximum of five consecutive workdays followed by a minimum of two consecutive days off. Days off assigned to a particular bid cannot be changed until the position is vacated and re-posted, except as provided below.

3. Alternate workday or workweek schedules may be instituted by either being posted upon vacancy as such, or by mutual agreement between the employee and the employer.

4. Work week. The work week shall consist of seven consecutive days. The workweek shall begin with the starting of the earliest day shift Saturday and terminate with the ending time of the latest shift on Friday.

5. Rest Breaks. Employees are entitled to one 15-minute rest break during each half of the employee's eight-hour shift as scheduled by the Employer.

Section 2. It is agreed that in areas where employees are engaged in direct care of patient/resident population that there is need of an information exchange between shifts.

Section 3. The Employer shall insure the Union and each employee reasonable access to an up-to-date policy manual of its rules, regulations, and policies on employment related matters. The Union shall be notified in advance of changes or additions to personnel rules, regulations, and policies issued by the Montana State Hospital, the Department of Public Health and Human Services, and the Department of Administration.

Section 4. The Employer and the Union agree to the establishment of a Labor-Management Relations Committee that shall meet at least quarterly to discuss any item of concern to either party. The purpose of this Committee is to facilitate communications between the Employer and the bargaining unit. The Committee may establish subcommittees to address specific issues. The Committee will not, however, take the place of the grievance procedure or the collective bargaining process. By mutual agreement, the parties may meet more often or they may waive any meeting deemed to be unnecessary.

1. The Union shall provide to Management a list of its officers and committee members every year and shall notify Management whenever its officers change.

2. The employer may limit the number of Union members granted paid release time to attend the meetings to no more than four employees, in addition to a Union staff representative.

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

4. If Labor-Management Committee meetings are held during committee members' working hours, Union committee members shall be granted paid release time to attend.

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

Section 5. The Employer agrees to provide, upon request, a copy of any job descriptions the Employer develops for classifications covered by this Agreement.

Section 6. The Employer shall provide for any required uniform, protective clothing, pager, or other protective device. The Employer will also provide just compensation for destruction of approved clothing or personal property when loss or damage is caused as a result of employment. Compensation is subject to the incident being reported to the employee's immediate supervisor prior to the end of the shift during which the

incident occurred and a claim being made to local management within five calendar days.

Section 7. Employees shall be entitled to one free meal during regular serving times for each eight-hour shift worked.

Section 8. For dietary employees only, the Employer agrees to give notice at least one day in advance if the employee is not to work the shift for which the employee has been assigned, except in cases of sick leave or recognized emergencies which could not be foreseen. A minimum of four hours pay must be paid for each shift if the employee is not notified.

Section 9. Upon assignment of patient employees to hospital work areas, management agrees to provide basic patient information necessary to maintain safe and therapeutic work experiences for patients and ensure safe conditions for staff.

ARTICLE 7.
COMPENSATION

Section 1. All employees subject to this Agreement shall be classified and paid in accordance with the classification and wage scales hereunto annexed as Addendum A and by reference made a part hereof.

Section 2. Where explicit coverage is not made in this Agreement to the pay provision covering the employees under this Agreement, the rules and regulations set forth under the Pay Plan Rules shall prevail.

Section 3. Wage increases granted for longevity increases will be effective on the first day of the pay period concurrent with the employee's eligibility date.

Section 4. Employees shall receive itemized deduction slips with each paycheck.

Section 5. Overtime. Employees who work in excess of eight hours in one workday or in excess of 40 hours in a work week shall be paid for the excess time at the rate of one and one-half times their regular rate of pay. Sick leave, annual leave and holidays shall constitute time worked when computing overtime. Overtime compensation shall not be paid for work in excess of eight hours where employees have agreed to a work week that provides for workdays in excess of eight hours. Employees may be required to work reasonable overtime in event of emergencies. However, employees may refuse to work back-to-back shifts and the Employer will make every effort to accommodate employees with special circumstances.

Section 6. Employees will be given equal opportunities to the extent practicable for overtime work. Days off shall not be shifted during the work week for purposes of avoiding overtime.

Section 7. Employees on escort service shall receive pay at his/her regular rate for time actually worked up to eight hours. For time worked in excess of eight hours requiring actual patient custody and supervision the rate of pay shall be one and one-half times the regular rate of pay.

Section 8. When a change is made from daylight savings time to standard time, employees on duty when the change is made shall be compensated at time and one-half for the hour worked in excess of eight. When a change is made from standard time to daylight savings time, employees on duty when the change is made shall be paid for actual hours worked, which normally would be seven.

Section 9. Call-Outs. Each and every call-out will be for a minimum of four hours at one and one-half times pay. For additional time worked, the employee will be compensated for actual time worked at one and one-half times the regular rate. Call-out pay is limited to those occurrences when an employee is called back to work from leisure time outside of the employees regularly assigned shift, and is not contiguous thereto.

Section 10. An employee notified by the Employer to work shall receive four hours' notice if his/her services are subsequently not required. Failure to so notify the employee shall entitle such employee to four hours pay.

Section 11. Upon termination of employment, employees shall be paid for all earned but not used annual leave and sick leave as provided by law.

Section 12. Longevity Allowance. Employees shall be eligible for longevity allowance in accordance with Section 2-18-304, MCA, as follows:

1. (a) In addition to the compensation provided for in 2-18-303, 2-18-312, 2-18-313, or 2-18-315, each employee who has completed 5 years of uninterrupted state service must receive 1.5% of the employee's base salary multiplied by the number of completed contiguous 5-year periods of uninterrupted state service.
   (b) Beginning October 1, 1999, in addition to the longevity allowance provided under subsection (1)(a), each employee who has completed 15 years of uninterrupted state service or completed 20 years of uninterrupted state service must receive an additional 0.5% of the employee's base salary for each of those additional 5 years of uninterrupted service.
   (c) Service to the state is not interrupted by authorized leaves of absence.

2. For the purpose of determining years of service under this section, an employee must be credited with 1 year of service for each period of:
   (a) 2,080 hours of service following the employee's date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which the employee is in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period; or

(b) 12 uninterrupted calendar months following the employee's date of employment in which the employee was in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in any month. An employee of a school at a state institution or the university system must be credited with 1 year of service if the employee is employed for an entire academic year.

3. For purposes of calculating longevity, employment as a short-term worker does not apply toward years of service.

Section 13. Decedent's Warrants. In compliance with the provisions of 218-412, MCA, each state employee may designate a person to receive the employee's pay, benefits, and/or travel allowances due at the time of the employee's decease in connection with his/her state employment. By executing the standard state form, "designation of person authorized to receive decedent's warrants," an employee may be assured that warrants for money due him/her or his/her estate will be reissued in the name of the designated person and will be delivered to that person without recourse to estate administration procedures if the form, properly completed, is on file with the employing agency at the time of the employee's decease.

Section 14. Any employee who is selected by a management designee to temporarily replace another employee shall be given written authorization for a provisional appointment and shall be paid in accordance with the Pay Plan Rules.

Section 15. An employee assigned to a lower grade as a result of a classification action that does not affect the employee's job duties shall be placed at a base salary which retains the employee's current base salary and does not exceed the maximum rate available in the lower grade. If the maximum rate of the lower grade does not retain the employee's pay rate, the Employer must protect the employee's current pay rate for 180 calendar days. At the end of the protected period, the employee's base salary will be set at a level which maintains the employee's market ratio at the newly assigned lower grade, but which is no greater than the maximum salary for the assigned grade.

Section 16. The base salary of an employee assigned to a lower grade as a result of a change in duties, unless the change is voluntary or the result of discipline shall be set at a level to maintain the employee's current market ratio at the newly assigned lower grade. The employer must protect the employee's previous rate of pay, so long as it does not exceed the maximum rate for the newly assigned grade, for 180 calendar days after which the employee's pay rate shall be reduced to the market ratio in the lower grade which corresponds to the market ratio attained in the higher grade before the demotion.

Section 17. Hospital management will attempt to schedule all required in-service training classes on the employer's time. Employees can, at management's discretion, be required to attend in-service training classes during time periods outside of their

scheduled shifts. No employee will be required to attend in-service training classes on their scheduled days off unless given at least seven calendar days advance notice. No employee will be required to attend in-service training while on paid leave of absence (sick leave, holiday, or vacation leave).

Section 18. An employee injured on the job shall receive a full day's wages at his/her regular rate of pay for the day on which the injury occurred.

ARTICLE 8.
INSURANCE

Section 1. Health Insurance
The Employer agrees to increase the employer's share of the individual health contributions for group benefits by 10% ($976 a month) from January 2016 through December 2016 and by 8% ($1054 a month) from January 2017 through December 2017.

It is understood that the wage rates reflected under "Addendum A" of the Labor Agreement between the Warm Springs Independent Union, #5070, HERE, MEA-MFT, AFL-CIO, and the State, excludes the agreed upon adjustment for the state contribution into the group health insurance program. This amount shall be paid as an employee benefit.

Section 2. The State contribution toward health insurance shall continue during an absence for sickness or industrial accident up to 90 days.

ARTICLE 9.
PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1. All employees shall be covered by the Public Employees Retirement System in accordance with Sections 19-3-101 through 19-3-1404, MCA.

ARTICLE 10.
GRIEVANCE AND ARBITRATION

Section 1. Having a desire to create and maintain harmonious labor relations, the parties 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.

Section 2. Grievance Procedure.

Step 1 - Any grievance shall be taken up with the employee's immediate supervisor within 14 calendar days of the grievance. The immediate supervisor shall have 7 calendar days to respond.

Step 2 - If the grievance is not resolved informally, a formal grievance may be presented in writing on a mutually agreed to form, within 14 calendar days from the receipt of the immediate supervisor's response of Step 1 to the Chief Executive Officer or his/her designee. The Chief Executive Officer or his/her designee at the second step shall have 21 calendar days from receipt of the grievance to respond in writing.

Step 3 - If the grievance is not resolved at Step 2, it may be presented to the Department Director or his/her designee within 21 calendar days of the receipt of the Step 2 response. The Director shall have 21 calendar days to respond to the grievance in writing.

Step 4 - Should the aggrieved employee and the Union consider the decision of the Director unsatisfactory, the Union may, within 21 calendar days of receipt of such decision, notify the director and the Chief of the State Office of Labor Relations of its decision to take the grievance to final and binding arbitration.

Section 3. Rules of Grievance Processing.

1. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

2. A 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 of the part of the Employer's representative to answer within the time limit set forth in any step will entitle the grievant to proceed to the next step.

3. An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has authority to act in the capacity of the person being replaced.

4. When the grievance is presented in writing, there shall be set forth all of the following:

   (i) A complete statement of the grievance and facts upon which it is based.

(ii) The contractual rights of the individual claimed to have been violated and the remedy or correction requested.

5. Those employees desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing a grievance under the provisions of this contract may not pursue the same grievance under another procedure.

6. In the event of a classification-related grievance, the statutory classification appeal route shall be followed wherein the grievance may be submitted to the Board of Personnel Appeals for final resolution. Where a question arises as to whether the matter falls under the jurisdiction of the Board or could possibly be arbitrated, the matter may be referred to the Board for a decision.

Section 4. Rules of Arbitration.

1. Within 14 calendar days of the Union's notice of its intent to arbitrate a grievance, the Union shall request from the Federal Mediation and Conciliation Service a list of seven potential arbitrators. Simultaneously, the Union shall provide the Employer with a copy of all such arbitration panel requests.

2. Each party shall be entitled to strike three 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.

3. The arbitrator shall render a decision within 30 calendar days of the hearing and that decision shall be final and binding. By mutual agreement, the parties may request a bench decision from the arbitrator.

4. Each party shall 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. If each party requests a transcript, they shall equally share the cost.

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

ARTICLE 11.
HOLIDAYS

Section 1. Recognized holidays shall be the following, in compliance with Section 1-1-216, MCA:

New Years Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Lincoln's and Washington's Birthdays	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

Any day or days proclaimed by the State Legislature as a legal holiday with compensation. In addition, any day or days repealed by the State Legislature as holidays shall cease to be granted.

Section 2. The above listed days shall be the recognized holidays for pay purposes. An employee may observe a holiday and receive holiday pay only once each year for each holiday listed.

A full-time employee who is scheduled for a day off on one of the above enumerated holidays shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday as scheduled by the employee and his supervisor. Such day off is in addition to the employee's regular days off and scheduling of such day off is subject to the requirements of the department. The employee is entitled to this additional day off provided the employee was in a pay status on the last regularly scheduled workday immediately prior to the holiday or on the first regularly scheduled workday immediately after the holiday.

Section 3. Holidays worked shall be compensated at the rate of one and one-half times the employee's regular scheduled rate of pay and at the employee's option, either an additional one day of compensatory time or eight hours of straight time pay. If an employee does not express an option, s/he will receive the compensatory time rather than the straight time pay.

Section 4. Accumulated holidays in excess of six shall be paid for at the straight time rate on the payroll of the month following the one in which the excess occurs.

All unused accumulated holidays as of June 30th of each year shall be paid for in like manner.

Section 5. Part-time employees shall receive prorated benefits.

Section 6. When replacement of a position is required, requests to have Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, or New Years Day off, on annual leave, or holiday leave, must be submitted no sooner than October 1st, nor later than November 1st. The following factors will be given priority consideration in the following order, when considering these requests:

1. Adequate staffing,
2. Who had the day off last year,
3. Seniority, and
4. Date of the request.

The above section will be applied on a unit-by-unit basis.

ARTICLE 12.
VACATION, SICK, AND OTHER LEAVES

Section 1. Employees shall be entitled to vacation leave in compliance with Sections 2-18-611 through 2-18-617, MCA.

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 six calendar months.

2. 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.

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

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

5. Temporary and seasonal employees are entitled to earn vacation credits provided they work the qualifying period.

6. 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

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

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

8. 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.

9. It is specifically agreed that in computing service time for vacation pay, employees shall receive credit for all service in other state employment and/or employment by any political subdivision of the State of Montana.

10. Vacation leave taken over a holiday may not be charged to an employee's vacation leave for that day.

11. There is no guarantee that any annual leave request will be granted at any specific time. The needs of the hospital and unit will be given first consideration.

    In scheduling annual leave reports, the following rules shall prevail:

    A. Annual leave for the purpose of this Section is defined as a continuous leave of ten working days or more, exclusive of regular days off, not to exceed the accrued annual leave credits.

    B. When a replacement of a position is required, requests for leave of less than ten working days must be submitted not less than 14 calendar days in advance of the leave date. These requests will be granted according to this Section but on a first-come, first-served basis.

C. Between February 1st and April 15th of each year, a list may be posted on each unit with a calendar attached. During this period, the employees on each shift will indicate three choices for annual leave, and note their priority. Annual leave will then be granted by the supervisor according to this Section and any other section, which is applicable.

D. If a calendar is posted, in addition to the three Leave of Absence Request slips, the employee must sign the annual leave request calendar indicating the dates and preference for those dates for annual leave to begin. Requests will be given every consideration in accordance with this and all applicable sections.

E. Where duplicate requests are made, seniority will be used as a tiebreaker, i.e., the most senior employee will be granted, if possible, the dates requested. If there is a tie on seniority, the earliest dated request will break the tie.

F. Employees whose requests have been approved and then the employee subsequently rejects those dates may submit an alternate request for annual leave. This alternate request will be governed by this Section, but will not be given priority consideration by the supervisor.

G. Employees who change work location/position are responsible for scheduling their leave with their new supervisor. If they request dates already granted to others at the new work site, the employee must select an alternative date(s) for annual leave.

H. Supervisors will respond to annual leave requests no later than one month prior to the date the annual leave is to begin.

Section 2. Sick Leave. Employees are entitled to sick leave benefits as set forth in Section 2-18-618, MCA, and as pronounced by the Department of Administration in its Administration Manual.

1. "Sick leave" means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family. Sick leave may also be used for maternity related disability, dental and eye examination or treatment; care of or attendance to another relative for reasons herein at the agency's discretion; and attendance for death or funeral of an immediate family member, or other person at the agency's discretion.

2. 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 restriction 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.

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

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

5. Temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

6. An employee who terminates employment with the agency is entitled to a lump-sum payment 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 terminates his employment with the state, county, or city. Accrual of sick leave credits for calculating the lump-sum payment provided for in this Subsection 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 rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within the same jurisdiction, he 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.

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

8. An employee may contribute accumulated sick leave to the non-refundable sick leave fund for state employees in accordance with the sick leave fund rules adopted by the Department of Administration.

9. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this Section.

10. An employee who has a position that requires a replacement during illness must notify the supervisor on duty in sufficient time (at least four hours) before the beginning of his/her shift so that a replacement may be notified. Other employees must notify their immediate supervisor before or shortly after the time at which they were to report to work. Nursing service employees should notify staffing services instead of supervisor.

11. Before returning to duty, an employee who has a position that requires a replacement during illness must notify the supervisor on duty at least four hours before the beginning of his/her shift that s/he is returning to duty. Nursing services employees should notify staffing services instead of the supervisor. Failure to

provide the required notice may subject the employee to discipline and upon reporting may be placed into a different work area for that shift or at the discretion of Management, be not utilized or paid.

12. Abuse of Sick Leave:

    A. Chronic, persistent, or patterned use of sick leave or misrepresentation of the actual reason for charging an absence to sick leave may be subject to progressive discipline up to and including dismissal and forfeiture of the lump sum payment.

    B. Absences improperly charged to sick leave may, at the agency's discretion, be charged to available compensatory time or leave without pay. Annual leave may be used at the mutual agreement of the employee and the agency.

13. Sick leave taken over a holiday may not be charged to an employee's sick leave for that day.

14. Supervisors may not require "automatic" medical documentation, such as requiring medical documentation for any absence in excess of a certain number of days. Medical documentation is only required when there is a suspicion of sick leave abuse, or if a medical release is required to affirm an employee is fit for service.

15. When a physician's certificate is necessary, the Employer may receive a report signed by the employee's attending physician which states that the employee was unable to report for work and which shall include the date seen by the physician, the date of release, if the reason relates to a contagious condition, and a statement indicating that the employee is capable of resuming all the duties of his/her assigned position. Management may not require the submission of a diagnosis or other confidential medical information as a condition of returning to work, but may require other pertinent information.

Section 3. Leave of Absence.

1. An employee may be granted a leave of absence without pay in cases of protracted illness, injury, pregnancy, or adoption or for educational study or other good and sufficient reasons. Leave for medical or adoptive purposes shall require a written statement of a medical doctor or the adoption agency.

2. Employees must have been in the service of the Employer for at least six months before establishing eligibility for leave of absence without pay, however, under extraordinary circumstance; the Division Administrator may waive the requirement for completion of six months and grant such leave.

3. Such leave may be granted at the discretion of the Division Administrator for periods not exceeding 12 months. Leaves caused by accidents compensated by the

Industrial Accident Board shall not affect seniority accrual, and the leave shall be extended for up to 18 months.

4. Permanent employees on leave for Industrial Accident who are able to return to work within nine months from the date of their accident shall be entitled to re-employment in their former position.

5. This Section shall not interfere with Management's right to lay off employees according to Article 13, Section 6.

6. The Employer may require submission of the standard medical release form from employees seeking to return to work from a leave caused by industrial accident.

7. Employees on industrial accident whose positions are filled by temporary hires shall be informed in advance of any notice requirements prior to their return to work.

Section 4. Maternity Leave. Eligible employees will be granted maternity leave as provided in Section 49-2-310 and 49-2-311, MCA.

1. The Employer may not:

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

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

   C. deny to the employee who is disabled 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

   D. require that an employee take a mandatory maternity leave for an unreasonable length of time.

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.

3. The Department agrees that it will administer family leave in accordance with relevant state and federal statute.

Section 5. Military Leave. Eligible employees will be granted military leave as provided in Section 10-1-604, MCA.

An employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of six months shall be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave may not be charged against the employee's annual vacation time.

Section 6. Jury Duty/Service as Witness. Employees will be granted leave to serve as jurors or witnesses in accordance with Section 2-18-619, MCA.

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 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 government.

ARTICLE 13.
SENIORITY

Section 1. Seniority is defined as the length of continuous service in a permanent position within 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 from a hat from which the first name drawn temporarily gains seniority. Employees who occupy positions with in the Dietary Department will maintain a separate seniority list.

Section 2. Seniority shall not be recognized for temporary employees except that if a temporary employee is subsequently hired into a permanent position without a break in service, seniority shall be recognized retroactively to the date of hire.

Section 3. Seniority shall be considered unbroken for all layoffs and approved leaves of absence not exceeding one year, except industrial accident leave which may not exceed 18 months.

Section 4. Seniority shall be revoked if an employee: retires or otherwise terminates employment; is discharged for cause; permanently transfers out of the bargaining unit; or refuses or fails to respond to a recall from layoff to a permanent position within the same classification or similar classification of the same grade level in the bargaining unit within 14 calendar days of notice of recall, or refuses to return to work on the date requested, as long as the date requested allows an employee who has obtained interim employment to give two weeks notice of termination to the interim Employer.

Section 5. If a layoff or reduction in force occurs, management will layoff employees in inverse order of seniority within the classification. The affected employee(s) may accept the layoff or bump the least senior employee in any classification within the bargaining unit for which they are minimally qualified. Employees who are displaced by this process may also accept the layoff or bump the least senior in any classification within the bargaining unit for which they are minimally qualified.

When remaining bids must be altered to meet the needs of hospital operations, the job posting and bidding provisions of this agreement will apply.

Section 6. Employees shall retain their recall rights for one year from the date of layoff. Employees on a layoff status shall be recalled by seniority to any available covered position for which they are qualified. Any employee who voluntarily accepts recall to a permanent position at a lower grade level will retain preference on recall to a position in the former classification. Acceptance of recall into a temporary position shall not affect the employee's recall right to a permanent position during the one-year preference period.

Section 7. The Employer shall provide advance notice of 30 calendar days prior to any layoff and shall provide a list of affected employees to the Union at that time.

Section 8. Employees who at their own request vacate a bid position may be converted to an available flex position with a reduction in grade and pay in accordance with the Pay Plan Rules.

Section 9. Permanent bargaining unit employees who are laid off or are noticed of layoff and are qualified to fill a vacant or newly-created position within the bargaining unit will be awarded that position.

ARTICLE 14.
EMPLOYEE RIGHTS

Section 1. All new employees shall be subject to a probationary period of six months during which time the Employer will determine individual competency. This probationary period may be extended for a maximum of 90 calendar days provided that a performance evaluation demonstrating work deficiencies has been prepared during the 30-day period following the first three months of employment. The evaluation should include performance planning to provide an opportunity for the employee to correct any deficiencies.

Section 2. Trial Periods. Re-employed persons who have previously completed a probationary period and who return to their previously-assigned classification need not be subject to another probationary period; however, Management may require an additional trial period, based on evaluation of the employee's previous employment record, and the intervening period. In the event that a trial period is required, the employee shall be informed in writing at the time of hire of reason(s) for it.

Section 3. No employee shall be disciplined, suspended, or discharged for reasons, which are discriminatory or capricious.

Section 4. No permanent employee shall be disciplined, issued a punitive suspension, or discharged except for just cause and with due process. In cases involving formal discipline, due process requires that an employee is informed in writing of the reason(s) for any disciplinary action and is provided with an opportunity to respond at a predetermination hearing prior to its implementation.

The Employer may suspend an employee during the course of an investigation when the Employer believes the continued presence of the employee may be detrimental to its operation. The employee will be informed of the known allegations or charges made against the employee and the employee will have the opportunity to respond orally to the allegations or charges. The employee's response will be considered in determining whether an investigatory suspension is warranted. If the employee is suspended pending investigation, a written notice of suspension and reasons for suspension will be provided. The employee may respond orally and/or in writing within seven calendar days of receipt of the notice of suspension. It is understood that an investigation may uncover information not contained in the notice of suspension.

If an employee is given a disciplinary suspension or is discharged as a result of an investigation, the employee may bypass Steps 1 and 2 of the contractual grievance procedure, and file a grievance at Step 3. In such instance, the Union must provide a concurrent copy of the Step 3 filing to the personnel officer.

Section 5. An employee may request the presence of Union member or representative during an investigatory interview that the employee reasonably believes will result in his/her being disciplined. It is understood that such request will not unreasonably delay

the investigatory process, and that no more than one Union member may be granted paid release time to attend the interview. The employee may decline to answer any specific question during the interview.

Section 6. The Employer agrees to provide notice to the Union of the discharge of any employee.

Section 7. Employees will have the right to refuse to work under conditions that are unsafe. Conditions may be deemed unsafe when the following process is completed: Upon discovery of an alleged unsafe condition, a completed hazard report will be submitted to the Safety Officer or designee by any Union member. The Safety Officer or designee will initiate review and/or investigate the situation within ten (10) calendar days of receipt of the hazard report and make a determination of the condition. The Safety Officer or designee will provide a written update to the reporting employee within fifteen (15) calendar days. In the event a condition is deemed unsafe, the Safety Officer will implement a corrective action plan to correct the deficiency within a reasonable time.

Section 8. After serving a probationary period, all permanent employees shall be evaluated as required by policy. All employees shall be provided with a copy of their evaluation and an opportunity to submit a written rebuttal within 30 calendar days to any statement or rating with which they disagree. Employees are entitled to have their evaluation reviewed by another management official in accordance with established policy.

Section 9. No adverse material may be placed in a personnel file without providing the employee an opportunity to review the material and submit a rebuttal within 15 calendar days of issuance. No employee shall be compelled to sign any document placed in the personnel file. However, if an employee refuses to sign acknowledgement of the materials, a witness shall sign a statement to the fact that the employee refused to sign.

Section 10. Letters of warning or suspension shall be removed from the employee's personnel file after 18 months unless: 1) the employee is formally disciplined within the 18-month period; 2) the material is applicable to a pending legal or quasi-legal proceeding, or 3) where the material deals with patient abuse as defined in hospital policy. In cases involving a pending legal or quasi-legal proceeding, any letters of warning or suspension shall remain in the personnel file for at least one year from the date of the most recent formal disciplinary action, until the resolution of the pending legal or quasi-legal proceeding, or until the expiration of the original 18-month period, whichever is longest. In cases involving patient abuse the material cited above will remain in the personnel file for 24 months.

Section 11. An employee may inspect or obtain a copy of any document contained in his/her personnel file. Except for materials related to the processing of a formal grievance, the employee shall pay ten cents per page for any document copied from the file.

Section 12. Material placed in the personnel file of an employee without conformity with the provisions of this Article will not be used as the basis for any subsequent disciplinary action involving the employee.

Section 13. Local rules and regulations covering working practices and conditions of labor of employees, which have been established by custom or local agreement and were in effect prior to the adoption of this Agreement, shall not be changed during the life of the Agreement without mutual consent. The Union, through its representatives, may discuss changes in local rules and practices, which affect the working conditions of the bargaining unit members.

Section 14. On-the-Job Training. The most-senior employee assigned to a permanent position who wishes to engage in on-the-job training may be temporarily assigned to a temporary vacancy to enable the acquisition of experience. Upon completion of the temporary assignment, the employee will return to their former bid position.

ARTICLE 15.
JOB POSTING AND BIDDING - SELECTION

Section 1. When permanent positions are created, modified or vacated and are to be filled, they shall be posted immediately for bid and advertised for seven calendar days. A copy of all bid notices shall be provided to the Union. The senior qualified applicant for all bid positions shall be appointed. The bid shall contain a minimum of the following:

A. The days off associated with the position.

B. The specific working hours associated with the position.

C. The work location/unit associated with the position.

D. The pay grade associated with the position.

E. The minimum qualifications associated with the position.

Section 2. The Employer may designate that a portion of all nursing positions be classified as "flex" positions. Employees in designated flex positions may have their days off, shift assignment or work location altered in accordance with the bona fide staffing needs of the hospital.

Section 3. All appointments to bid positions shall be subject to a 60-day trial period during which period the Employer may retransfer the employee to his/her last held position which shall not be filled on a permanent basis for 60 calendar days. If the trial period is not completed, or if the employee vacates the position for any other reason

within the 60-day probationary period, the second ranked applicant to the advertised position shall be appointed on the same basis without re-posting. A maximum of three applicants shall be considered during the original bid period.

Section 4. For positions not filled according to Section 1, any bargaining unit members who make application for bargaining unit positions will be given first consideration over external applicants.

ARTICLE 16.
SAVINGS CLAUSE

Should any article, section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision and the remainder of the contract shall remain in full force and effect. Upon the issuance of such a decision, as described above, the parties may, with mutual agreement, negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE 17.
NO STRIKE - NO LOCKOUT

The Employer and Union agree there will be no strike, work stoppage, slowdown, or lockout during the term of this Agreement.

Nothing in the above Section will be construed to mean that an individual employee or group of employees shall be compelled to cross a legally established picket line authorized in accordance with the constitutions and bylaws of a recognized bargaining unit at Montana State Hospital at Warm Springs.

ARTICLE 18.
TERM OF AGREEMENT

Section 1. This Agreement shall remain in full force and effect through the 30th day of June 2017. Either party shall notify the other in writing at least ninety (90) days prior to the expiration date if they desire to modify this Agreement. If the Union gives such notice, it also agrees to notify the Chief, State Office of Labor Relations, Department of Administration, in writing of such requested negotiations, at the same time such notice is given to the agency. In the event such notice is given, negotiations may begin at any time thereafter, prior to the expiration of this Agreement.

Section 2. The Union shall have the right to take economic action after December 31, 2016 on wages and fringe benefits for the 2016-2017 biennium.

DATED this _____ day of _____ 2017.

FOR LOCAL 5070 HERE, MEA-MFT, AFL-CIO

See Attached Copy
Larissa Holbrook, President
Local #5070, HERE, MEA-MFT, AFL-CIO

See Attached Copy
Tami Pilcher, Field Representative
MEA-MFT

FOR THE STATE OF MONTANA:

Michael P. Manion
Michael P. Manion
Chief Labor Negotiator
State Office of Labor Relations

Sheila Hogan
Sheila Hogan, Director
Montana Department of Public Health and Human Services

MSA, FACHE, NHA
Jay Pottenger, Administrator
Montana State Hospital

Section 2. The Union shall have the right to take economic action after December 31, 2016 on wages and fringe benefits for the 2016-2017 biennium.

DATED this _____ day of _____ 2015.

FOR LOCAL 5070 HERE, MEA-MFT, AFL-CIO

Larissa Holbrook, President
Local #5070, HERE, MEA-MFT, AFL-CIO

Tammy Pilcher, Field Representative
MEA-MFT

FOR THE STATE OF MONTANA:

Michael P. Manion
Chief Labor Negotiator
State Office of Labor Relations

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

Jay Pottenger, Administrator
Montana State Hospital

Addendum A

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
MONTANA STATE HOSPITAL
and
MEA-MFT Local # 5070

This addendum represents the parties' complete agreement for the 2015-2017 contract term concerning the placement, adjustment, and progression of bargaining unit employees' pay under the broadband pay plan prescribed by Section 2-18-303.

Section 1. Across the Board Pay Adjustments
All employees covered by this collective bargaining agreement shall receive a $.50 an hour pay increase effective the first day of the first complete pay period that includes January 15, 2016 and a $.50 an hour pay increase effective the first day of the first complete pay period that includes January 15, 2017. The increases shall apply to the employee's base pay.

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

Section 3. 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 Supervisor, 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; department affordability; and the competitive labor market.

Section 4. Training Assignments. -The Supervisor or designee may establish written training assignments to enable an employee to gain the additional experience and training required for the job for a period of time not to exceed two years. At the completion of the training assignment, the employee's pay will be set no less than the entry rate of pay for the occupational pay band.

Section 5. Strategic Pay: Pay awarded to attract and retain key employees with competencies critical or vital to achievement of the Department's mission or strategic goals. The Department may consider strategic pay on a case-by-case basis. All strategic pay adjustments require prior approval of the Director of DPHHS.

Section 6. Situational Pay: Situational pay may be awarded based on unusual or unexpected circumstances that occur regarding vacancies, additional workload, special projects on a temporary bases, or serving in an acting lead worker or supervisory capacity. The Department may consider situational pay on a case-by-case basis.

Pay Schedule A								
Pay Band	Job Code	Title	Hourly Entry	Hourly Midpoint	Hourly Maximum	Annual Entry	Annual Midpoint	Annual Maximum
5	131215	Purchasing Agent	16.68	20.85	25.02	34,694.40	43,368.00	52,041.60
4	211234	Social Services Technician	12.34	15.43	18.52	25,667.20	32,094.40	38,521.60
3	292713	Medical Records Technician	11.28	14.10	16.92	23,462.40	29,328.00	35,193.60
3	311153	Forensic Psychiatric Aide	11.92	14.90	17.88	24,793.60	30,992.00	37,190.40
3	319213	Medical Assistant	10.48	13.10	15.72	21,798.40	27,248.00	32,697.60
2	352212	Food Preparation Worker	8.70	10.88	13.06	18,096.00	22,630.40	27,164.80
2	352212	Food Preparation Worker – Lead Worker	9.14	11.42	13.70	19,011.20	23,753.60	28,496.00
3	371113	Housekeeping/ Custodian Sup Mgr.	11.13	13.91	16.69	23,150.40	28,932.80	34,715.20
2	372112	Custodian	10.50	13.12	15.75	21,840.00	27,289.60	32,760.00
2	372112	Custodian Lead Worker	11.03	13.78	16.54	22,942.40	28,662.40	34,403.20
3	395113	Cosmetologist	9.28	11.60	13.92	19,302.40	24,128.00	28,953.60
3	431213	Admin Support Supervisor	13.18	16.47	19.76	27,414.40	34,257.60	41,100.80
2	433312	Accounting Clerk	9.87	12.34	14.81	20,529.60	25,667.20	30,804.80
3	433313	Accounting Technician	11.85	14.81	17.77	24,648.00	30,804.80	36,961.60
2	434712	File Clerk	10.19	12.74	15.29	21,195.20	26,499.20	31,803.20
3	434813	Human Resource Assistant	11.92	14.90	17.88	24,793.60	30,992.00	37,190.40
2	435812	Store Clerk	11.42	14.27	17.12	23,753.60	29,681.60	35,609.60
2	435832	Supply Clerk	11.42	14.27	17.12	23,753.60	29,681.60	35,609.60
3	436113	Administrative Assistant	11.46	14.32	17.18	23,836.80	29,785.60	35,734.40
3	436113	Administrative Assistant Lead Worker	12.03	15.04	18.05	25,022.40	31,283.20	37,544.00
2	439212	Word Processor	10.06	12.58	15.10	20,924.80	26,166.40	31,408.00
2	439512	Mail Clerk	8.96	11.20	13.44	18,636.80	23,296.00	27,955.20
2	439612	Administrative Clerk	9.46	11.83	14.20	19,676.80	24,606.40	29,536.00
4	499414	Maintenance Worker	13.74	17.17	20.60	28,579.20	35,713.60	42,848.00
3	516113	Laundry Worker	10.44	13.05	15.66	21,715.20	27,144.00	32,572.80

ADDENDUM B

GRIEVANCE FORM

The following procedure and form shall be used to process grievances in accordance with Article 10, Grievance and Arbitration, of the Labor Agreement:

Step 1. - A grievance shall first be taken up with the employee or employees and his/her immediate supervisor, within 14 calendar days of such grievance, with or without a Union representative present. The immediate supervisor shall have seven calendar days in which to respond to the grievance.

This step of the procedure is usually done orally rather than in writing. It is understood by both the Union and management that the immediate supervisor shall discuss the grievance with the department head before giving his/her reply.

Step 2. - If the grievance cannot be adjusted at Step 1, it shall be presented to the chief executive officer or his/her designee in writing within 14 calendar days of the receipt of the Step 1 response. The chief executive officer or his/her designee shall have 21 calendar 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 21 calendar days of the receipt of the written Step 2 response. The director, or his/her designee, shall have 21 calendar days in which to respond to the grievance in writing.

Step 4. - Should the aggrieved employee or employees and the Union consider the decision of the director to be unsatisfactory, the Union may notify the director, in writing, of its intention to have the grievance referred to arbitration. In such event, notice must be provided within 21 calendar days of the receipt of the Step 3 response.

Employees shall fill out the following form if they are not satisfied with the Step 1 answer of the immediate supervisor:

EXPLANATION OF THE GRIEVANCE - Provide a complete statement of the grievance and facts upon which the grievance is based, the contractual rights of the individual claimed to have been violated (cite all relevant articles and section), and the remedy or correction requested:

_____

_____

_____

_____

_____

_____ _____

Employee(s) Signature(s) Date of Filing

ANSWER (The chief executive office or his/her designee shall answer the grievance explained by the employee(s) in the following space):

_____

_____

_____

_____

_____

_____ _____

Chief Executive Officer's or Designee's Signature Date of Step 2 Decision

REASONS (The employee(s) shall state the reason(s) for not accepting Management's answer at Step 2 below):

_____

_____

_____

_____

_____

_____ _____

Employee(s) Signature Date

ANSWER (The Director of the Department of Public Health and Human Services or his/her designee shall respond to the employee(s)' grievance below):

_____

_____

_____

_____

_____

_____ _____

Director's or Designee's Signature Date

MEMORANDUM OF UNDERSTANDING

HERE, MEA-MFT LOCAL 5070
and
MONTANA STATE HOSPITAL
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

1. This Memorandum/supplemental Agreement is a supplement to the collective bargaining agreement between the above named parties.

2. This Memorandum/supplemental Agreement will be effective for the calendar year 2002, January 1, 2002 through December 31, 2002 and will be renewed/extended for the 2003 calendar year, January 1, 2003 through December 31, 2003 unless such renewal/extension is rejected by either party prior to December 15, 2002.

3. This Memorandum's/supplemental Agreement's application is limited to direct care members of the bargaining unit holding psych tech positions.

4. The ten days in Subsection 12.1.K.1 is changed to five days for employees covered by this Memorandum/supplemental Agreement.

5. The February 1st date in Subsection 12.1.K.3 is changed to January 15 for employees covered by this Memorandum/supplemental Agreement.

6. The April 15 date in Subsection 12.1.K.3 is changed to March 15 for employees covered by this Memorandum/supplemental Agreement.

7. Employees covered by this Agreement will have their seniority considered when vacation requests are submitted according to the following schedule:

   a) January 15 through February 1st the most senior one third of the employees covered by this Memorandum/supplemental Agreement will be allowed to apply for vacation.

   b) February 15 through March 1st the one third not in the most or least senior thirds of the employees covered by this Memorandum/supplemental Agreement will be allowed to apply for vacation.

   c) March 15 through April 1st the least senior one third of the employees covered by this Memorandum/supplemental Agreement will be allowed to apply for vacation.

   d) Prior to January 1st the union will provide the hospital staffing office supervisor with a list of employees identifying which employees are in each of the respective thirds referenced above. Should the union fail to provide the list

showing the division of covered employees, management shall divide covered employees into three relatively equal groups based upon seniority. Such management division in the absence of the union list shall not be subject to the grievance procedure.

8. Covered employees submitting vacation requests pursuant to this Memorandum/supplemental Agreement shall be notified of the status of those requests before May 1st.

9. Section 11.6 is not applicable to holidays occurring during vacation periods approved pursuant to this Memorandum/supplemental Agreement.

10. Vacation requests submitted outside the terms of this Memorandum/supplemental Agreement shall be considered in the order received.

SECOND MEMORANDUM OF UNDERSTANDING

HERE, MEA-MFT LOCAL 5070
and
MONTANA STATE HOSPITAL
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

1. This Memorandum is a supplement to the 2001-2003 collective bargaining agreement between the above named parties.

2. The parties agree to meet and discuss budget issues prior to the executive budgeting process and the 2003 legislative session.

3. The parties agree that this Agreement does not guarantee that a mutual goal will be reached or that a desired outcome will occur.

THIRD MEMORANDUM OF UNDERSTANDING

HERE, MEA-MFT LOCAL 5070
and
MONTANA STATE HOSPITAL
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

Market-based pay is awarded to employees based on comparisons to how other employers compensate employees in similar jobs. Market-based comparisons consider not only base pay, but also other types of compensation and benefits having a definable dollar value. The Department may consider market- based pay adjustments on a case-by-case basis ; so long as corresponding base pay adjustments are applied to all employees in the same job category to ensure their pay is at least equal to the new hire.

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