

Agreement between

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL #2**

AND

**MONTANA STATE HOSPITAL,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN
SERVICES**

2019-2021

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**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL #2
AND
MONTANA STATE HOSPITAL,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES**

**ARTICLE 1
PREAMBLE**

THIS AGREEMENT is made and entered into this 3/25/2020 day of _____ 2020, by and between the State of Montana, Department of Public Health and Human Services, Montana State Hospital, hereinafter referred to as the EMPLOYER, and the International Brotherhood of Teamsters (IBT) Local Union #2, hereinafter referred to as the UNION.

**ARTICLE 2
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent of all food service employees as defined and certified by the Board of Personnel Appeals May 22, 2018.

**ARTICLE 3
MANAGEMENT RIGHTS**

(In compliance with State Statute 39-31-303, MCA)

The Union shall recognize the prerogatives of the agency to operate and manage its affairs in such areas as but not limited to:

1. directing employees;
2. hiring, promoting, transferring, assigning, and retaining employees;
3. 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;
4. maintaining the efficiency of government operations;
5. determining the methods, means, job classification, and personnel by which the agency operations are to be conducted;
6. taking whatever actions may be necessary to carry out the mission of the agency in situations of emergency; and
7. establishing the method and process by which work is performed.

ARTICLE 4
UNION SECURITY

Section 1. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Union by such employee for dues. The Employer will remit to the Union such sums within 30 calendar days. Changes in Union membership dues rates will be certified to the Employer in writing over the signature of the authorized officer or officers of the Union and shall be done at least 30 calendar days in advance of such change.

Section 2. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or result from action taken by the Employer for the purpose of complying with this Article.

Section 3. The authorized representative of the union having jurisdiction over the work covered by this agreement shall be allowed admission to any job at any time during the regular workday as defined in Article 6 Section 2 for the purpose of investigating conditions provided they make prior arrangements with the Employer's agent and do not unduly interfere with workers during working hours.

Section 4. The Union shall have the right to appoint a shop steward in designated departments and shall notify the employer of such appointment and any changes thereof. The shop steward shall be recognized by the Employer as having authority to report any irregularities concerning the interpretation or application of the provision of this agreement in the establishment to the appropriate union office and to assist officers of the appropriate union in the adjustment of grievances when called upon by said officers to do so. The shop steward shall not be discriminated against for discharging duties assigned to them by the union, it being understood that the discharge of such duties shall not interfere with the normal performance of their work for the Employer.

ARTICLE 5
NON-DISCRIMINATION

Section 1. No member of the bargaining unit shall be discharged except for just cause or discriminated against for engaging in lawful Union activities.

ARTICLE 6
HOURS OF WORK – SHIFTS - OVERTIME

Section 1. Employees covered by this Agreement shall be paid under the Broad Band Pay Plan contained in Addendum A of this agreement which is attached and by this reference made a part hereof as though full set forth herein.

Section 2. Regular Work Day. Full-time bargaining unit employees shall have a regular workweek of five eight-hour shifts. Alternative workday or workweek schedules may be

instituted by mutual agreement between the employee and employer in writing. Employees covered by this Agreement shall normally be allowed two 15-minute breaks during each shift. One break shall be taken during the first half of a shift and one break during the last half of a shift. Breaks shall be taken at a time and place mutually agreed upon. Employees shall also be granted a 30-minute meal period with pay.

Section 3. Whenever an employee receives a pay or longevity increment increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 4. Upon termination of employment, employees shall be paid, accrued but unused annual leave, and accumulated holidays, and a portion of sick leave accrual as provided by law.

Section 5. Overtime as provided for in this agreement shall not be pyramided under any circumstances.

Section 6. Overtime. Employees who work 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. 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.

ARTICLE 7 **WORKING RULES**

Section 1. Wages will be paid according to State payroll policy. Employees who voluntarily or involuntarily terminate will be compensated according to state law.

Section 2. Employees will comply with the employer's communicable disease policies.

Section 3. Safety equipment will be provided by the Employer as required.

Section 4. Probationary Period.

Subsection A. The Employer shall have twelve (12) months after employing an individual to determine the individual's competency in any position covered by this Agreement.

Subsection B. At any time during the probationary period an employee may be disciplined or separated from the service without recourse to the grievance procedure.

Section 5. 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).

ARTICLE 8
HOLIDAYS & ALL OTHER LEAVES

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

New Year's Day.....	January 1
Martin Luther King Jr.'s Birthday.....	3rd Monday in January
Lincoln and Washington's Birthday.....	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
General Election Day.....	In even-numbered years

If any days are added to or deleted from the above list by the Legislature, such changes shall become effective immediately.

Section 2. Observance of holidays will be in accordance with the following rules:

1. Holidays that fall on a Sunday shall be observed on the following Monday, and Sunday shall not be observed or paid for as a holiday. Holidays that fall on a Saturday shall be observed on the preceding Friday.
2. Employees whose normal work schedule includes a day observed as a holiday shall observe the holiday and receive holiday pay on the actual day of the holiday.
3. Holidays that fall on an employee's scheduled day off 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/her 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 employer.
4. An employee is entitled to holiday pay or the day in lieu of the holiday, provided s/he was in a pay status on the last regularly scheduled work day immediately prior to the holiday or on the first regularly scheduled work day immediately following the holiday.

5. Part-time employees shall be entitled to holidays and pay on a prorated basis.

Section 3. Hours worked on recognized holidays shall be paid for at the rate of one and one-half times the regular hourly straight time rate of pay in addition to the holiday pay provided in Section 2.3 above.

Section 4. Vacation (Annual Leave). Vacation leave shall comply with state law. Preference shall be given as to time, at which vacations may be taken, on the basis of seniority. Permanent full-time employees shall earn leave credits each year of employment according to the following schedule:

Years of Employment	Working Days Earned
1 day through 9 years.....	15
10 years through 14 years.....	18
15 years through 19 years.....	21
20 years or more.....	24

Rules for annual leave include:

1. A year of employment is defined as 2,080 hours in a pay status following the date of employment.
2. Employees will earn vacation leave on a pro-rate basis, depending on payable hours.
3. Annual leave may not be used during the first six months of employment.
4. Employees may accumulate annual leave balances up to two times the eligible accrual rate per year in accordance with 2-18-217, MCA.
5. An employee who terminates employment is entitled to cash compensation for unused vacation leave as set forth in 2-18-617, MCA.

Section 5. Sick Leave. "Sick Leave" is granted to employees to provide a paid leave of absence in accordance with 2-18-618, MCA.

Subsection 1. Notification of absence because of illness shall be given as soon as possible or prior to the shift or, in cases of emergency as soon as is feasible, to either the immediate supervisor or to the individual designated to receive such calls.

Subsection 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.

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

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

Subsection 5. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they have worked the qualifying period.

Subsection 6. 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.

Subsection 7. An employee may participate in the sick leave fund for state employees in accordance with Section 2-18-618, MCA and rules adopted by the Department of Administration.

Subsection 8. Sick leave taken over a holiday may not be charged to an employee's sick leave for that day.

Subsection 9. If an employee on annual leave becomes ill, the employee will be afforded the right to change his/her annual leave status to sick leave status and to utilize available sick leave credits upon furnishing Management acceptable medical certification, if required.

Subsection 10. The parties recognize that the employer has certain obligations under the Family Medical Leave Act and a responsibility to administer the sick leave provisions of state law and this agreement. In doing so, medical certification may be required; however, it will not be required in a capricious or arbitrary manner.

Section 6. Maternity Leave.

Subsection 1. Maternity Leave. Eligible employees will be granted maternity leave as provided in Section 49-2-310 and 49-2-311, MCA.

Section 7. Parental Leave. Parental leave shall be available to birth fathers immediately following a child's birth or to permanent employees who are adopting a child (2-18-606, MCA).

Section 8. Jury and Witness Leave

Employees summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, MCA:

Subsection 1. 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 the Employer. However, if an employee elects to use annual leave to serve on a jury, the employee may not be required to remit the juror fees to the Employer. An employee is not required to remit to the Employer any expenses or mileage allowance paid by the court.

Subsection 2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from the Employer. However, if an employee elects use annual leave to serve as a witness, the employee may not be required to remit the witness fees to the Employer. An employee is not required to remit to the Employer any expense or mileage allowances paid by the court.

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

Section 9. Military Leave

Military leave shall be granted in accordance with 10-1-1009, MCA. An employee of the state or of any political subdivision as defined in 2-9-101, who is a member of the national guard of Montana or any other state or who is a member of the organized or unorganized reserve corps or military forces of the United State and who has been an employee for a period of at least 6 months must be given leave of absence with pay accruing at a rate of 15 working days in a calendar year for performing military service. Military leave may not be charged against the employee's annual vacation time. Unused military leave must be carried over to the next calendar year but may not exceed a total of 30 days in any calendar year.

Employees who are members of the U.S. Armed Forces/National Guard component are required to submit their schedule of weekend drills, training and summer encampment dates to the Employer ten days after receiving their military notification and provide a copy of the military orders as soon as practicable following receipt.

Section 10. Leave Without Pay

A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee may be excused for the time requested. The approval or disapproval may be based on the needs of the hospital, and the reason for the request.

A permanent employee injured on the job and eligible for Workers Compensation benefits shall retain all rights to his/her previously held position for six months.

ARTICLE 9 **SENIORITY**

Section 1. Seniority in service shall begin with the date the employee is covered under this bargaining agreement. Employees currently employed in the dietary department will be grandfathered and will maintain their current seniority status.

1. Seniority shall be forfeited by discharge for cause, by voluntary termination or by promotion, demotion or transfer out of the bargaining unit.
2. Seniority shall continue to accrue when an employee is injured on the job, or for other no-employee fault illness or injury, but only for a period of absence up to and not to exceed one year.
3. Previously credited seniority shall not be lost when an employee is re-called from layoff status or returns from a leave without pay resulting from absences as described in 2 or 3 above.

Section 2. If a layoff occurs due to a reduction in force, employees of the bargaining unit shall retain service credits with the Employer for purposes of longevity and paid leave accrued in accordance with prevailing policy, for a period of one calendar year after the date of layoff.

1. Laid-off employees are entitled to the benefits of the State employees Protection Act in accordance with 2-18-1203, MCA.

Section 3. Layoffs caused by a reduction in work force will be in order of seniority; that is, the employee last hired will be the first released. Employees scheduled to be released shall be given at least 14-calendar days' notice. All recalls based on institution need, will likewise be in order of seniority; that is the last employee released as a result of a reduction in force shall be the first rehired when the Employer needs additional employees in that classification. The Employer will notify the employee to return to work and furnish the Union a copy of such notification. If the employee fails to notify the employer within seven calendar days of his or her intention to return to work or fails to report for work within fourteen calendars days, such employee shall be considered as having forfeited his or her right to re-employment. The Employer will notify the employee to return to work by certified mail.

Section 4. Agency managers shall offer reinstatement to the laid-off employee if the same position or a position in the same occupation in the employing agency becomes available within one year of the employee's layoff date. Agency managers shall offer reinstatement on a "last-out, first-in" basis within an occupation.

Section 5. Seniority for the purpose of layoff shall be computed from the date the employee began regular uninterrupted service with the Employer. However, seniority

within each classification shall be determined along with qualifications and ability for promotional opportunity.

Section 6. Employees whose anniversary seniority dates are the same shall have their respective seniority rank determined by lot under the joint supervision of the Employer and the Union.

Section 7. Seniority shall be considered unbroken for all layoffs and approved leaves of absence not exceeding one year.

ARTICLE 10 **INSURANCE**

Section 1. The Health Care and Benefits Division is managing the State Employee Group Health Plan to contain costs and minimize member cost impacts. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out of pocket levels will not increase through December 31, 2020. The State's share contribution (currently, \$1054 a month) will not change during the same period.

ARTICLE 11 **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 19-3-2143 MCA.

ARTICLE 12 **GRIEVANCE AND ARBITRATION**

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

Section 1. 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 14 calendar days to respond and shall provide a copy to the Union.

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 Hospital Administrator or his/her designee. The Hospital Administrator or his/her designee, at the second step, shall have 14 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. If the grievance cannot be resolved in Steps 1 through 3, an application will be submitted to the Montana State Board of Appeals for the assignment of a mediator to resolve the on-going grievance. The application must be agreed upon by both parties within 14 calendar days. If no mutual agreement can be made, the grievance shall proceed to Step 5.

Step 5. 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 Department Director and the Chief of the State Office of Labor Relations of its decision to take the grievance to final and binding arbitration.

Section 2. 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.

Section 3. Rules of Arbitration.

1. Within 14 calendar days of receipt of the Union's notice of its intent to arbitrate a grievance, the union shall call upon the Federal Mediation and Conciliation Service for a list of seven potential arbitrators. Simultaneously, the Union shall provide the Employer with a copy of all such arbitration panel requests. Alternatively, a list from the Montana Board of Personnel Appeals may be requested.
2. Each party shall be entitled to strike names from the list in alternate order and the name so remaining shall be the arbitrator. A coin toss shall determine which party will strike the first name.
3. The arbitrator shall render a decision 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 bear its own cost relative to this grievance procedure. Each party shall share equally the fees and expenses of the arbitrator, the parties will equally share the Arbitrator's fees and expenses. 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 13.
JOB POSTING AND BIDDING – SELECTION

Section 1. When permanent positions are created, permanently modified or vacated they are to be filled and they shall be posted immediately for bid, unless subject to conditions outlined in Section 3, and advertised for seven calendar days. 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.
- F. A bid applicant must accept or reject a bid award in writing within 48-hours excluding weekends and holidays.

Section 2. The Employer may designate that a portion of all positions to 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 transfer the employee to the applicable flex pool if the Employer determines the Employee is not meeting the minimum expectations of the newly appointed position. 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.

ARTICLE 14. **NO STRIKE – NO LOCKOUT**

Section 1. The Employer and Union agree there will be no strike, work stoppage, slow-down, or lockout during the term of this Agreement.

Section 2. 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 15 **SAVINGS CLAUSE**

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

Section 2. The Employer and the Union expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this agreement, to bargain collectively with respect to any subject or matter whether referred to or covered in this Agreement or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the Employer or the Union at the time they negotiated or executed this Agreement and even if such subject or matter was proposed and later withdrawn.

ARTICLE 16 **EFFECTIVE DATE - TERM OF AGREEMENT**

This Agreement shall be effective the first day of July 2019 and shall remain in full force and effect through the 30th day of June 2021 and shall remain in effect for each biennium thereafter except that either party shall notify the other in writing at least 90 days prior to

the expiration date of a desire to renegotiate this Agreement. If the Union gives such notice, it shall notify the Chief of the State Office of Labor Relations and the Department of Corrections, in writing. If such notice to renegotiate is given, negotiations shall begin no later than thirty days prior to the expiration date.

The Union shall have the right to take concerted action after December 31, 2020, on wages and fringe benefits concerning the 2021-2022 biennium. Upon request by either party to this Agreement, the Employer and the Union agree to enter into pre-budget negotiations in sufficient time to permit adequate negotiations on economic issues.

Dated this 3/25/2020 day of _____, 2020.

FOR: THE STATE OF MONTANA

**FOR: INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL #2**

DocuSigned by:

Sheila Hogan

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

Aaron Ralph

Aaron Ralph, Business Agent
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DocuSigned by:

Kyle Fouts

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Kyle Fouts, Administrator
Montana State Hospital

Diane Salle

Diane Salle, Steward
IBT Local #2

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Zoe Barnard

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Zoe Barnard, Administrator
Montana Department of Public
Health and Human Services -AMDD

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Mike Manion

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Michael P. Manion, Chief
Labor Relations Bureau
State Office of Labor relations

ADDENDUM A
BROAD BAND PAY PROVISIONS

Hourly Base Wage Rates
Contract term 2019-2021

Pay Band	Job Code	Title	Hourly Minimum	Hourly Midpoint	Hourly Maximum
2	352212	Food Preparation Worker	10.50	13.12	15.74
2	435812	Store Clerk	11.42	14.27	17.12

PAY ADJUSTMENTS

1. Employees will receive a \$.50 salary increase each year of the biennium. Wage increases will become effective the first full pay period that includes January 1, 2020 and January 1, 2021. The increase shall apply to the employee's base pay.
2. Dietary workers assigned as Lead Worker will receive a pay differential of up to 10% of their base rate.