

**DEPARTMENT OF LABOR AND INDUSTRY**

**SUPPLEMENTAL AGREEMENT TO THE MFPE MASTER CONTRACT**

**MASTER CONTRACT AMENDMENTS**

NOTE - Where specific Article and Section references appear, the language, which follows, modifies MFPE Master Contract language. All other supplemental section language is unique to the Department of Labor and Industry.

**ARTICLE 1 – RECOGNITION**

Supplemental Section – BARGAINING UNIT

This supplement covers those employees who have been included in the bargaining unit #38 at the Department of Labor and Industry.

All employees of the Montana Department of Labor and Industry except:

- (1) personnel exempt under 39-31-103 MCA;
- (2) positions in agencies that are administratively attached to the Department of Labor and Industry;
- (3) positions in the Office of Legal Services;
- (4) positions in the Office of Human Resources;
- (5) positions in the Human Rights Bureau of the Employment Relations Division (ERO); (6) positions in the Labor Relations and Employment Mediation Unit in ERO;
- (7) positions in the Office of Administrative Hearings; and
- (8) positions in the Business Standards Division.

**ARTICLE 2 – FEDERATION RIGHTS**

Supplemental Section – REPRESENTATION

- a) With management's permission, designated chapter representatives will be allowed reasonable paid time to work on bargaining unit matters, including but not limited to, grievance processing and federation information dissemination. The federation agrees to notify management of who the designated chapter representatives are.
- b) Rest breaks and meal periods are duty-free times, and during those times the Employer may not restrict an employee from leaving the work site.

## **ARTICLE 7 – PAY AND HOURS**

### Supplemental Section – STAGGERED SHIFTS

Employees may, with supervisory approval, work staggered shifts or other flexible schedules. Further, employees may, with supervisory approval, be allowed to alter their work week so that it consists of four ten-hour days. Such may not cause an undue burden on the Employer's operation. The Employer agrees not to circumvent this provision by arbitrarily refusing to the arrangement of flexible schedules. If an employee makes a request to work an alternate schedule, and the request is denied, management will issue the denial and explanation in writing to the employee within 10 working days.

## **ARTICLE 10 – LEAVES**

### (Section 2, Subsection 4)

### Supplemental Section – DOCTOR'S EXCUSES

In the event that the Employer requires an employee to obtain a doctor's certificate through a doctor of the Employer's choice to substantiate a medical condition, the Employer shall provide the employee with a choice of physicians where possible and shall bear the cost of such examination.

## **ARTICLE 12 – JOB SECURITY**

### (Section 1)

### Supplemental Section – PROBATIONARY PERIOD

The probationary period may be extended up to an additional six months upon agreement between the Employer and the employee.

### Supplemental Section – TRIAL PERIOD

An employee who laterally transfers or is promoted may be required to serve a trial period of up to six months. The employee who does not satisfactorily complete the trial period shall be returned to their former position, if available, or to a similar position at the same grade.

### Supplemental Section – MANAGEMENT SUPPORT OF EMPLOYEES

Any time an employee is suspected of wrongdoing, including infractions of policy, rule, regulation, or law, the employee shall have the allegations presented to them by a management representative and shall be shown any written complaints or charges. Prior to forming opinions about the validity of the allegations, and before taking disciplinary action (beyond informal counseling), management will consider the employee's response.

If (after considering the employee's response) management believes the allegations are valid and takes formal disciplinary action, the action shall be subject to the grievance procedure.

## ARTICLE 13 – SENIORITY

### (Section 4)

#### Supplemental Section – LAYOFF

Qualifications, seniority, and capabilities shall be the controlling factors in selection of employees for layoff among positions of the same class code within a geographic location. For the purposes of layoff, capabilities will be measured through the Performance Appraisal system. Qualifications and seniority will be measured as outlined in the Master Agreement.

Seniority shall be weighted in the evaluation score by a factor of 1.5x for Bands 1 - 3 and 1.25x for Bands 4 - 6.

For the purposes of this section, geographic location will be as follows:

Each local Workforce Center will be considered a separate geographic location under one manager.

Here is a complete list of the Workforce Service Division Workforce Service Centers:

Polson	Missoula	Helena	Thompson Falls
Miles City	Kalispell	Libby	Bozeman
Billings	Butte	Havre	Cut Bank
Sidney	Great Falls	Glendive	
Lame Deer	Lewistown	Wolf Point	

Workforce Service Division, central office, will be considered a separate geographic location.

The Research and Analysis Bureau of the Workforce Service Division will be considered a separate geographic location.

Workforce Service Division will be considered a separate geographic location. UI Division will be considered a separate geographic location. The Employment Relations Division will be considered a separate geographic location. The Technology Services Division will be considered a separate geographic location. The Business Standards Division will be considered a separate geographic location.

## **ARTICLE 13 – SENIORITY**

### (Section 6)

#### Supplemental Section – PROTECTIONS

No permanent employee shall be laid off while a temporary employee in the same skill is retained. For the purposes of this section, skill shall be defined as qualifications and capabilities.

No permanent employee shall be laid off while a probationary employee in the same grade and class code is retained.

For the purposes of this supplemental section, each local Workforce Service Center will be considered a separate geographic location. The rest of the Department of Labor and Industry will be considered a separate geographic location.

In order to maintain continuous employment, employees who are in a laid-off status or who are scheduled for layoff may be transferred to a vacant position upon agreement of the Employer and the employee and after notification to the union without compliance with this or any other provisions of the agreement.

#### Supplemental Section – RE-EMPLOYMENT RIGHTS

The application of employees with permanent status laid off or subject to layoff who are qualified to fill a vacancy, or a newly created position will be given preference over other equally qualified applicants. These rights shall be limited to two years from the date of layoff.

## **ARTICLE 14 – VACANCIES AND PROMOTIONS**

### Supplemental Section – SELECTION

The Employer will fill vacancies through an agency-competitive or open-competitive procedure. The employer will make a good faith effort to fill all permanent bargaining unit positions with current bargaining unit members. Bargaining unit members will receive a preference under Article 13, Section 3 of the MFPE master contract. The employer agrees that the weights assigned to qualifications, capabilities, and seniority will be assigned consistently for similar positions with similar duties.

Seniority shall be weighted in the evaluation score by a factor of 1.5x for Bands 1 - 3 and 1.25x for Bands 4 - 6.

Qualifications will normally be measured through an evaluation of quality of relevant education and experience as demonstrated through the application and application supplement or other written materials. Capabilities will normally be measured through some combination of the following: a structured interview, job-related performance examinations, reference checks, and performance appraisal information. In the selection process, performance evaluations will not be used to compare one applicant with another but used to substantiate other information obtained through the process. In the given applicant pool seniority, qualifications, and

capabilities will be measured in the same fashion. All vacancies will be posted for a minimum of seven working days.

Current permanent DLI employees and eligible laid off employees in a reduction-in-force status may apply for positions advertised through Internal Recruitment. Current temporary employees who were originally hired through a competitive hiring process may apply through Internal Recruitment. Current temporary DLI employees who were not hired through a competitive hiring process may not apply for permanent positions advertised through Internal Recruitment.

## **ARTICLE 15 – RATINGS AND WARNINGS**

### (Section 1)

#### Supplemental Section – POSITION DESCRIPTIONS

The Employer will work with existing employees to ensure that the employees will have opportunities to give input on any changes in their position descriptions. If requested, an employee will be provided with a copy of their current position description.

## **INDEPENDENT SUPPLEMENTAL LANGUAGE**

### Supplemental Section – LABOR MANAGEMENT COOPERATION COMMITTEE

There shall be a Labor Management Cooperation (LMC) Committee. Protocols may be modified at any time by the committee. The LMC Committee agrees to discuss the following items during this contract period:

- Career advancement tracks where possible within DLI.
- Temporary pay increases for employees performing additional responsibilities.
- Columbus Day as a floating holiday.
- Professional development and training opportunities for employees.

### Supplemental Section – RELEASE TIME FOR BARGAINING

Union members will be given up to a collective total of 150 hours per year release time to work on issues of mutual benefit to the Union and the Employer and to promote collaborative work efforts and problem solving. This includes attendance at Labor Management Committee meetings, attendance at Labor Relations training, release time for negotiations, and other labor relations events. Release time must be pre-approved through the supervisory chain of command and must be coordinated through the Human Resource office. Release time may not be used for grievance preparation or processing.

### Supplemental Section – REASSIGNMENT

The Employer has authority to reassign employees within job assignments at the same *office* location. The employer will discuss the reason for the reassignment prior to the starting time and, if requested, will provide the employee with a written explanation of the reason for the reassignment if the reassignment will last more than one month. Reassignment will be based solely on work-related needs. Except in emergency situations, the Employer will provide the

appropriate orientation prior to reassignment.

Where there are specific job-related needs, the employer may designate a specific employee for reassignment. In those cases where the reassignment is involuntary, the employee may elect to return to the former position or a like position after two years when such a position is available. If there is no need to reassign a specific individual the Employer will seek volunteers before making the reassignment.

### Supplemental Section – TRANSFER

Transfer means reassignment to another community outside the local office service area or the central office. Service areas with multiple locations in the same community are considered one local office, if managed by one manager.

If two offices are established in a local service area (community) and a transfer is needed, or a transfer is needed between two communities, the following criteria will be followed:

1. Qualified volunteers will be sought.
2. The most junior qualified employee will be assigned if qualified volunteers are not forthcoming.
3. Ten days' notice will be given, unless otherwise agreeable. However, in cases where funding is eliminated, or unusual circumstances prevail, transfers may be made on a more immediate basis.
4. The promotional policy as agreed will be followed in cases of lateral transfers within the Division.

When qualified volunteers or the most junior qualified employees do not meet the Employer's specific needs, and the Employer wishes to transfer a specific employee, the following criteria will apply:

1. The Employer will present the selected employee and the local Montana Federation of Public Employees representative with written justification for the transfer. If the employee accepts the transfer, the remainder of the procedure may not be followed.
2. If the employee does not wish to transfer voluntarily, the Employer will reconsider its need to transfer that specific employee giving due consideration to the employee's reasons for refusing.
3. If the Employer reaffirms its original transfer decision, a meeting will be held with the affected employee and a Montana Federation of Public Employees staff member (or other representative of the employee's choice), and the Division Administrator in an attempt to reconcile the employee's concerns and ensure that the transfer is necessary for the specific needs of the Employer.

### Supplemental Section – EDUCATION AND TRAINING

The Employer shall make a good faith effort to provide education and training to all bargaining unit employees. Training required to maintain or improve skills for the employees' current position will be scheduled during paid time. All cost relating to this required training will be paid

by the Employer. Employees will have input when identifying individual training needs and in establishing an individual educational and/or training plan. If a request for education or training is denied, the Employer will document in writing the reason for such denial.

#### Supplemental Section – JOB SHARING

A current employee may request to alter his/her position to a job-shared position. If the Employer agrees to the request, the other half of the position will first be offered in-house and then to laid off unit members. If one half of a job-shared position becomes vacant, it will first be offered to the other half-time employee on a full-time basis. If that employee declines the full-time position, the half position will be offered first in-house and then to laid off unit members.

If the current job-sharing employee does not want the position on a full-time basis, and if the position is unable to be filled either in-house or with laid off bargaining unit members, the Employer may recruit externally. If external recruitment is necessary, the Employer agrees that the half position will only be filled using a competitive selection process.

#### Supplemental Section – TRAVEL ADVANCES

Employees are entitled to a one-month travel advance, provided the request is made in a timely manner, and is justified.

Employees who must travel on occasion for work and are not being reimbursed monthly for their cell phone, a cell phone (with a data plan) will be made available for checkout. If no phone is available, the employee may be reimbursed on a pro-rated basis for the use of their personal phone for the time spent in a travel status.

#### Supplemental Section – TEMPORARY POSITIONS

Any permanent employee covered by this agreement who is selected and voluntarily accepts a temporary position for up to one year may revert back to his/her former position when the temporary position is ended.

Furthermore, in these cases if an employee is selected to temporarily fill a vacancy at a higher occupational job title covered by this agreement, she/he shall be paid at the higher salary range with the exact rate of temporary pay according to the IBP placement in the higher salary range. Upon return to the former position, the employee shall receive their former pay, plus any regularly scheduled pay adjustments.

#### ACROSS-THE-BOARD PAY ADJUSTMENTS

The State shall increase each employee's base salary by \$.50 per hour effective the first full pay period that includes January 1, 2020 and \$.50 per hour the first full pay period that includes January 1, 2021.

#### HEALTH INSURANCE

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.



DATED this 3/17/2020 day of 3/17/2020 2020.

**FOR: THE STATE OF MONTANA**

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*Tom Lopach*

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Tom Lopach, Commissioner  
Department of Labor & Industry

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*Mike Manion*

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Mike Manion, Chief Labor Negotiator  
State of Office of Labor Relations

**FOR: MONTANA FEDERATION OF  
PUBLIC EMPLOYEES**

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