

COLLECTIVE BARGAINING AGREEMENT

between

STATE OF MONTANA

and

**THE FEDERATION Of STATE LIBRARY EMPLOYEES
MFPE Local #**

DATES

July 3, 2024 - June 30, 2025

COLLECTIVE BARGAINING AGREEMENT
between the
STATE OF MONTANA AND THE
FEDERATION OF STATE LIBRARY EMPLOYEES

TABLE OF CONTENTS

ARTICLE I. RECOGNITION	3
ARTICLE II. FEDERATION RIGHTS	3
ARTICLE III. MANAGEMENT RIGHTS	5
ARTICLE IV. NON-DISCRIMINATION.....	6
ARTICLE V. PAY AND HOURS	6
ARTICLE VI. PERSONNEL RECORDS AND PERFORMANCE MANAGEMENT	7
ARTICLE VII. HOLIDAYS	8
ARTICLE VIII. NOTIFICATION.....	9
ARTICLE IX. JOB SECURITY	9
ARTICLE X. JOB DESCRIPTIONS AND HIRING.....	9
ARTICLE XI. LABOR-MANAGEMENT RELATIONS COMMITTEE	10
ARTICLE XII. GRIEVANCE AND ARBITRATION.....	10
ARTICLE XIII. NO STRIKE-NO LOCKOUT	12
ARTICLE XIV. SEVERABILITY	13
ARTICLE XV. ENTIRE AGREEMENT	13
ARTICLE XVI. TERM OF AGREEMENT	13

COLLECTIVE BARGAINING AGREEMENT
between the STATE OF MONTANA
and the
FEDERATION OF STATE LIBRARY EMPLOYEES

THIS AGREEMENT is made and entered into this July 3, 2024, between the State of Montana, by and through the Montana State Library, hereinafter referred to as the "Employer," and the Federation of State Library Employees, Local # _____ hereinafter referred to as the "Federation" and the Montana Federation of Public Employees (MFPE) the "Union".

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer, its' employees, and the Federation; to provide an orderly and peaceful means of resolving employee grievances; and to set forth an agreement between the parties concerning the terms and conditions of employment for the employees covered hereunder.

ARTICLE I.
RECOGNITION

The Employer recognizes the Federation as the sole and exclusive representative of all Federation of State Library Employees, excluding managers, supervisors, contractors, and other employees exempted under statute or covered by other collective bargaining agreements.

ARTICLE II.
FEDERATION RIGHTS

Section 1. The Federation shall designate three (3) Federation officers and two (2) representatives drawn from the membership of the local bargaining unit who may act as official spokespersons for the Federation on any matter, with such designation to be made in writing, and shall specify the effective time-period for the designation of such officers and representatives. Within seven (7) calendar days the Employer will be notified of the elected officials and representatives and any changes of said representatives.

Section 2. Union officers and representatives shall be granted access to the premises of the Employer to conduct union business upon the following conditions:

- A) Advanced notice of at least two (2) hours is provided to management and approved by management prior to the visit;
- B) The visit is limited to a location or space provided and approved by

- management;
- C) If possible, the visit will take place during lunch hours and/or break periods; and
- D) The visit does not disrupt the operations of the State Library, employees who are working, or other persons having business with the State Library.

Section 3. The above-mentioned Federation officers and representatives shall be recognized by the Employer as having the authority to report irregularities in interpretation or application of this Agreement to the Employer and to make contact with Employer representatives for the purpose of adjustment of grievances. Any such officer or representative shall not be discriminated against for discharging any such Federation responsibility. No bargaining unit member shall be discharged or discriminated against for their Federation involvement. No bargaining unit member eligible to serve on any Employer designated committees shall be discontinued or discriminated against for their Federation involvement and membership.

Section 4. Each employee covered by this Agreement shall have the right to have a representative of the Federation present when disciplinary action or discharge is initiated.

Section 5. No employee covered by this Agreement shall be disciplined without due process and just cause.

Section 6: The Employer shall grant actual time spent as paid release time for Federation officers and representatives in a lump sum of up to 40 hours annually to attend: union special trainings, negotiation preparations, negotiations, board meetings, labor management committee meetings, grievance investigation and adjustments, and Federation or Union events. The Federation retains the right to designate which officers and representatives will participate in these events. The employee shall track all time spent on Federation activities and submit any tracked time in the reporting system utilized by the Employer.

Section 7. With the prior written approval of the affected employee, Federation officers and/or representatives have the right to inspect an employee's personnel file in the event of any dispute regarding the Federation and the Employer concerning the employee's job rights and entitlements under this Contract.

Section 8. The Employer shall inform the Federation of any impending changes in the composition of the bargaining unit.

Section 9. For efficiency of Montana State Library operations, Montana State Library Commission communication to the Federation employees shall be achieved by submitting an internal Help Desk Ticket through management.

Section 10. Current telework agreements for Federation employees will follow the State of Montana Operations Manual (MOM) Telework Policy. Current remote work

agreements for Federation employees will be honored and maintained until the employer or employee chooses to revoke the agreement upon mutual agreement.

Section 11. Union Dues

Subsection 1: Upon written authorization from an employee who chooses to become a member of the bargaining unit covered by this Agreement, the Employer shall deduct from the member's pay the monthly amount of dues owed to the Union. The Employer will remit to the Union such sums within 30 calendar days. Changes in Union membership dues rate will be certified to the Employer in writing by the signature of the authorized officer or officers of the Federation and shall be done at least 30 calendar days in advance of such change.

Subsection 2: A Union representative will have the opportunity to meet with each new employee and provide information on union membership during the employee onboarding process. The Federation and the Employer agree that the Employer shall direct all newly hired bargaining unit members and current bargaining unit members who have questions and concerns regarding union membership to contact the Federation designated representatives.

Subsection 3: The Union will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any action regarding the legality or propriety of dues or its deduction from employees' pay.

ARTICLE III. MANAGEMENT RIGHTS

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

The Federation shall recognize the prerogatives of the agency to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

- a. direct employees;
- b. hire, promote, transfer, assign, and retain employees;
- c. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
- d. maintain the efficiency of government operations;
- e. determine the methods, means, job classifications, and personnel by which the

agency operations are to be conducted;

- f. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- g. establish the methods and processes by which work is performed.

Such rights are retained by the Employer unless such rights are specifically relinquished in this Agreement.

ARTICLE IV. NON-DISCRIMINATION

Section 1. No employee shall be discharged or discriminated against for upholding lawful Federation activities. The Employer and the Federation affirm their joint opposition to any discriminatory practices in connection with recruitment, hiring, evaluation, promotion or training. Decisions in these areas must be based on merit and qualification without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.

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

ARTICLE V. PAY AND HOURS

Section 1. Effective on the first day of the first complete pay period that includes July 1, 2024, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater. Federation members will receive retroactive pay to the first pay period of July 1, 2024, if ratification occurs past July 1, 2024.

Member-paid employee health benefit coverage costs for single member will not increase through plan year 2025. The cost of single-member health benefit coverage will be covered by the state share contribution, after the health incentive is applied. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum

out-of-pocket levels for employee-only coverage will not increase through plan year 2025.

Section 2: The Employer shall review all employee pay rates biennially. With approval of the Office of Budget Programs and Planning and the Office of Labor Relations and in accordance with the State of Montana Broadband Pay Policy, the Employer may progress employee pay up to the mid-point rate for their occupational pay range. Approved pay increases will be implemented at the beginning of the first pay period following necessary approvals.

Section 3. The parties agree that nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or any other period of time except as may be specifically provided in this Agreement.

Section 4. Non-Exempt – It is understood by the parties that bargaining unit positions that are classified as “non-exempt” under the Fair Labor Standards Act requirements will be paid compensatory time or overtime in accordance with the state law.

Section 5. Per managements discretion when sufficient budget is available a professional membership, license, or certificate that is not a condition of employment but would be justifiably beneficial to the State may be reimbursed or directly paid by the State. The Employer agrees to encourage professional development of its staff when available and within budgetary confines and to gather Montana State Library Staff to facilitate in-service training at an annual MSL Staff meeting when sufficient budget and time is available.

ARTICLE VI.

PERSONNEL RECORDS AND PERFORMANCE MANAGEMENT

Section 1. Any written material which documents or directs an employee's job performance, including annual performance appraisals, letters of reprimand, warnings, orders of suspensions, etc., shall be placed in the employee's personnel file and maintained exclusively in the Montana State Library Human Resources (HR) Helena office. These documents shall bear the signatures of both the supervisor initiating the action and the employee. An employee shall have the opportunity, within 10 working days of receipt of the material, to attach a written response to such written material and this response must be made a part of said personnel record. All employees shall have access to their personnel records upon request to HR.

Records documenting assertions of unacceptable job performance (including letters of caution, warnings, consultation, admonishment, and reprimands), with the exception of annual performance appraisals, shall be considered temporary contents of the employee's personnel file and shall be destroyed 24 months after they were placed in the file unless 1) such items are relevant to further or ongoing disciplinary action(s)

arising from subsequent employee action, performance, or behavior, or 2) if these materials are applicable to pending legal or quasi-legal proceedings, or 3) such records document assertions of egregious or illegal actions (i.e. theft, violence, abuse of trust) or ethics violations (as outlined in MCA).

**ARTICLE VII.
HOLIDAYS**

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

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Lincoln's & 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
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

Per 2-18-603, MCA, each full-time employee of an agency specified in 2-18-101(1), MCA, is entitled to one floating holiday each calendar year. Each part-time employee of an agency specified in 2-18-101(1), MCA, is entitled to one floating holiday each calendar year that must be calculated proportionally to the floating holiday allowed to a full-time employee. Unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to employees on termination of employment. A short-term worker or student intern may not receive a floating holiday.

Section 2. The holidays listed above shall be granted at the regular rate of pay to all eligible employees. To be eligible for holiday pay, an employee must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

Section 3. When an employee is required by the Employer to work on a holiday listed above, such employee will be entitled to holiday pay and compensatory time or overtime at a rate equal to the number of hours worked on the holiday if they worked over 40 hours in the workweek.

**ARTICLE VIII.
NOTIFICATION**

Section 1. The Employer shall give the Federation an advance notice of, and an opportunity to comment upon any proposed layoff or transfer of any bargaining unit permanent employee, including a list of the names and addresses of any employees potentially affected:

- a) at least 60 calendar days in advance when 25 or more employees are affected, or
- b) at least 14 calendar days in advance when fewer than 25 employees are affected.

Section 2. The Federation and Employer shall be notified of any change or addition to personnel rules, personnel regulations, and personnel policies issued by Employer and allow at least ten (10) working days to comment prior to implementation of any changes.

**ARTICLE IX.
JOB SECURITY**

Section 1. Probationary Period. A probationary period shall be utilized for the evaluation of a new employee. The probationary period shall be for one (1) year following the employee's hiring date. If the Employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the Employer. Any such termination shall not be subject to the grievance procedure provided for hereunder. The probationary period may be extended for a maximum of six consecutive months.

Section 2. Discipline and Dismissal. The Employer may discipline or dismiss any employee who has completed his/her probationary period only for just cause and following due process. Upon such discipline or dismissal, the Employer shall furnish the employee with a statement in writing of the grounds and the specific reasons for consideration of discipline or dismissal a minimum of three days prior to any due process meeting. Any employee who has completed his/her probationary period may appeal any discipline or dismissal through the grievance procedure.

**ARTICLE X.
JOB DESCRIPTIONS AND HIRING**

Section 1. For any occupied bargaining unit position being reviewed for reclassification, transfer or elimination by the Employer, the Employer will notify the incumbent of the position of the review.

Section 2. Applicants will be notified of the selection process. After the position has been successfully filled, all unsuccessful finalists will be notified that the vacant position has been filled.

ARTICLE XI.

LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1. Labor Management Committee. The Employer and the Federation agree to the establishment of a Labor Management Committee (LMC). The purpose of this Committee is to discuss any items of concern including personnel policies to either party and to improve communications between the Employer and the Federation members at the Montana State Library. This Committee shall not take the place of the grievance procedure or the collective bargaining process but shall be a forum to facilitate communication and the sharing of ideas.

1. The Federation shall appoint up to four (4) employee members.
2. The Employer shall appoint up to four (4) management members.
3. For special circumstances the Federation and the Employer may request that additional employees and management staff attend.
4. At the request of the LMC a staff member of the Union and a delegate from the Office of Labor Relations may attend.
5. The Committee shall meet at a mutually agreed time and date.

Section 2. Release time. The bargaining unit members will receive paid release time to attend meetings when scheduled during normal work hours, provided the employer is notified in advance and the release time is arranged through normal leave request procedures in compliance with Art. II, Section 6 of this Agreement.

ARTICLE XII.

GRIEVANCE AND ARBITRATION

Section 1. Having a desire to create and maintain harmonious labor relations between them, 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 dispute involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall be taken up with the employee's immediate supervisor or management designee in writing within 15 working

days of the grievance. The immediate supervisor or management designee shall have 15 working days to respond. All grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given an opportunity to attempt resolution.

Step 2 - If the grievance is not resolved informally, a formal grievance may be presented in writing by the Union within 15 working days from the receipt of the immediate supervisor or management designee's response of Step 1 to the appropriate management official. The management official at the second step shall have 15 working 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 again to the State Librarian or designee by the Union in writing within 15 working days of the receipt of the Step 2 response. The State Librarian or designee shall have 15 working days to respond to the grievance in writing.

Step 4 - Should the Union consider the decision of the State Librarian at Step 3 unsatisfactory, the Union shall, within 15 working days of receipt of such decision, notify the State Librarian and the State Office of Labor Relations in writing of its decision to take the grievance to final and binding arbitration.

Step 5 - After notification of arbitration; the State Office of Labor Relations will discuss with the parties and determine if there is a mutually acceptable resolution that can be found before mediation or arbitration. The Office of Labor Relations shall determine if this matter should first go to mediation, or if the decision should proceed to final and binding arbitration. If there is a cost associated, the parties will equally share costs. Timeline for the grievance processing will be put on hold until the mediation is final, or the decision is made to move to arbitration.

Section 3. Rules of Grievance Processing.

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

Subsection 2. Timeliness. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to the next step.

Subsection 3. Delegation. An appointed authority (designee) 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.

Subsection 4. Elements of the grievance. All presentations of grievances shall be submitted to the Employer in writing at each step and must include:

- 1) Name of employee(s)/Union grieving;
- 2) Dates of the action(s);
- 3) The step of the grievance;
- 4) A complete statement of the grievance and facts upon which it is based;
- 5) Contractual rights of the individual claimed to have been violated;
- 6) And specific remedy or correction requested;

Subsection 5. Alternative procedures. 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 4. Rules of Arbitration.

Subsection 1. Selection of Arbitrator. The parties shall request a list of seven arbitrators from the Board of Personnel Appeals and shall alternatively strike names from the list. The last remaining name shall serve as the arbitrator.

Subsection 2. Arbitrator's limitations. No grievance which fails to meet the requirements of Section 3, Subsection 4 of this Article shall be determined to be arbitrable. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

Subsection 3. 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.

Subsection 4. By mutual agreement, the parties may request a bench decision from the arbitrator.

ARTICLE XIII.

NO STRIKE-NO LOCKOUT

Section 1. No strike. During the term of this Agreement, neither the Union nor its agents or representatives will cause, sanction, or take part in any strike, sympathy strike, walkout, slowdown, or any other interference with the operation of the Employer's business.

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

**ARTICLE XIV.
SEVERABILITY**

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

**ARTICLE XV.
ENTIRE AGREEMENT**

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

Section 2. The Employer and the Federation agree that for the life of this Agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement. This Article shall not be construed in any way to restrict parties from commencing negotiations as specified under the Article addressing the term of the agreement.

**ARTICLE XVI.
TERM OF AGREEMENT**

THIS AGREEMENT shall be effective as of July 3, 2024, and shall remain in full force and effect through June 30, 2025. Either party may notify the other, in writing, at least 90 days prior to the expiration date should they desire to renegotiate this Agreement. Negotiations cannot begin before January 1 of the year in which the Agreement expires. If the Union gives such notice, it agrees to notify the Chief Labor Negotiator at the State Office of Labor Relations and the Employer, in writing, of such requests. The Federation shall have the right to engage in concerted activity after December 31, 2024, for matters pertaining to wages and economic benefits.

THIS AGREEMENT is executed this: 7/17/2024

FOR THE STATE:

DocuSigned by:
Karol Anne Davis
382B3999E2BE4DB...
Karol Anne Davis, Chief Labor Negotiator
Department of Administration

DocuSigned by:
Jennie Stapp
6CECAC4928784DB...
Jennie Stapp, Montana State Librarian

DocuSigned by:
Tom Burnett
32B2A1ECACF747A...
Tom Burnett, Montana State Library
Commission

FOR THE FEDERATION:

DocuSigned by:
Amanda Curtis
2BBE68CC3314BD...
Amanda Curtis, President
MFPE

DocuSigned by:
Justin Hawkaluk
5B16E082DB3E472...
Justin Hawkaluk
MFPE

DocuSigned by:
Bobbi DeMontigny
B13E2AG576214AB...
Bobbi deMontigny
MFPE Local