

**2025 – 2027**

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**STATE OF MONTANA  
PUBLIC HEALTH & HUMAN SERVICES  
MONTANA STATE HOSPITAL**

**and the**

**MONTANA FEDERATION OF PUBLIC  
EMPLOYEES,  
CARE AND SERVICE EMPLOYEES LOCAL  
#5070**

## TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE 1. RECOGNITION.....	3
ARTICLE 2. MANAGEMENT RIGHTS.....	4
ARTICLE 3. UNION SECURITY.....	4
ARTICLE 4. NON-DISCRIMINATION .....	5
ARTICLE 5. UNION RIGHTS .....	5
ARTICLE 6. EMPLOYEE RIGHTS .....	6
ARTICLE 7. WORKING CONDITIONS .....	8
ARTICLE 8. COMPENSATION .....	10
ARTICLE 9. OVERTIME AND COMPENSATORY TIME .....	14
ARTICLE 10. INSURANCE/RETIREMENT .....	15
ARTICLE 11. GRIEVANCE AND ARBITRATION.....	16
ARTICLE 12. SENIORITY AND LAYOFF .....	18
ARTICLE 13. ANNUAL AND SICK LEAVE .....	19
ARTICLE 14. HOLIDAYS .....	24
ARTICLE 15. JURY AND WITNESS DUTY .....	25
ARTICLE 16. MILITARY LEAVE .....	25
ARTICLE 17. LEAVE WITHOUT PAY .....	25
ARTICLE 18. CONTINUING EDUCATION LEAVE .....	26
ARTICLE 19. JOB POSTING, BIDDING, AND SELECTION .....	26
ARTICLE 20. LABOR MANAGEMENT COMMITTEE .....	28
ARTICLE 21. HEALTH AND SAFETY.....	28
ARTICLE 22. SAVING CLAUSE .....	29
ARTICLE 23. NO STRIKE – NO LOCKOUT .....	29
ARTICLE 24. ENTIRE AGREEMENT .....	29
ARTICLE 25. TERM OF AGREEMENT .....	30
ADDENDUM A. BROADBAND PAY PLAN & WAGE TABLE .....	31
ADDENDUM B. OVERTIME ASSIGNMENT & PAY PROVISIONS .....	33

**COLLECTIVE BARGAINING AGREEMENT**  
**between the**  
**STATE OF MONTANA**  
**PUBLIC HEALTH & HUMAN SERVICES MONTANA STATE HOSPITAL**  
**and the**  
**MONTANA FEDERATION OF PUBLIC EMPLOYEES,**  
**CARE AND SERVICE EMPLOYEES LOCAL #5070**

**PREAMBLE**

**THIS AGREEMENT** is made and entered into this 12/19/2025, between the State of Montana, Department of Health and Human Services, hereinafter referred to as the "Employer," and the Montana Federation of Public Employees, MFPE, Local #5070, referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly, equitable and peaceful means of resolving any and all grievances, to prevent interruption of work and interference with the efficient operation of the State of Montana, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. It is understood that the Employer is engaged in furnishing an essential public service, which vitally affects health, safety, comfort, and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

**ARTICLE 1.**  
**RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit at Montana State Hospital as defined and certified by the Montana Board of Personnel Appeals.

**Section 2.** The positions represented by the Union shall be classified in accordance with the appropriate pay plan and pay plan rules.

**Section 3.** 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. MANAGEMENT RIGHTS**

**Section 1.** Management rights shall be retained and exercised, except as those rights are specifically abrogated in this Agreement, in accordance with the provisions of § 39-31-303, MCA, "Management Rights of Public Employers". 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 nonproductive;
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;
7. Establish the methods and processes by which work is performed.

## **ARTICLE 3. UNION SECURITY**

**Section 1.** Employees covered by the terms of this agreement shall not be required to become members of the Union.

**Section 2.** 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 the Union membership dues rate 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 3.** 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 any action taken by the Employer for the purpose of complying with this Article.

**Section 4.** In addition to the monthly dues deductions authorized in Article 3 of this Agreement, bargaining unit members may authorize Management to deduct from their pay checks such amounts that they desire in order to participate in programs that have payroll deduction privileges approved by the State Auditor.

## **ARTICLE 4. NON-DISCRIMINATION**

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

## **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 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 is subject to availability.

**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. Union officers/bargaining unit members may request authorized leave without pay to attend bargaining unit activities such as attending special trainings and negotiation

preparations in the event management is provided a minimum of one week written advanced notice of the event.

**Subsection 1.** The Employer agrees to provide a lump sum of up to 50 hours of paid time off annually at the Employer's expense for members of the local bargaining unit board to attend such activities as special trainings, negotiation preparations, board meetings, etc. when they are scheduled during the employee's regularly scheduled work hours and not already covered. Management will be provided a minimum of one week written advanced notice of the event and all members of the local board who will attend the event.

**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.

**Section 9.** The Union will be provided with time to address new employees covered by this Agreement during the first week of onboarding.

**Section 10.** If an employee by this CBA is selected to temporarily replace another employee outside of the Local 5070, no seniority shall be earned during the time the member is appointed to the position outside of this Union. Management will make the changes to reflect the change in seniority. If the appointed employee is covering a position outside of the Local 5070 in excess of six months, all seniority with this Union will be forfeited.

## **ARTICLE 6. EMPLOYEE RIGHTS**

**Section 1.** All new employees shall be subject to a period of six months during which time the Employer will determine individual competency. This probationary period may be extended for a maximum of 90 days.

**Section 2.** No employee shall be disciplined, suspended, or discharged for reasons, which are discriminatory or capricious.

**Section 3.** No permanent employee shall be formally disciplined, issued a punitive suspension, or discharged except for just cause and with due process. Regarding due process, employees will be notified in writing of a date and time that an in-person due process meeting will be held to discuss the supervisor's concerns and potential reasons that may lead to discipline. The supervisor will notify the employee in writing of their decision on discipline. When an employee is subject to due process, they will be notified in writing and scheduled for a meeting within 30 calendar days of management becoming aware of the incident. Management will deliver the response/decision within 14 calendar days of the in-person due process meeting.

**Subsection 1.** The Employer may suspend with pay or reassign 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 in writing.

**Section 4.** An employee may request the presence of Union member or representative during an investigatory interview that the employee reasonably believes will result in them 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.

**Section 5.** The Employer agrees to provide notice to the Union of the discharge of any employee.

**Section 6.** 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 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 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 7.** 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 15 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 8.** When adverse material is placed in an employee's personnel file, the employee may submit a written response to be attached in the file within 15 calendar days of receipt. 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 9.** Letters of warning or suspension shall be removed from the employee's personnel file after 18 months by written request from the employee to human resources, 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.

**Subsection 1.** 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 sustained patient abuse and/or neglect, the material cited above will permanently remain in the personnel file.

**Section 10.** An employee may inspect or obtain a copy of any document contained in their personnel file. Except for materials related to the processing of a formal grievance, the employee shall pay \$0.10 per page for any document copied from the file.

**Section 11.** 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 12.** The Union, through its representatives, may discuss changes in local rules and practices, which affect the working conditions of the bargaining unit members. If management intends to change past practice, the Union will be informed in advance and given the opportunity to provide comments.

**Section 13.** 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. An employee assigned to a temporary position will be offered an orientation period not to exceed five days. In the event the employee believes the orientation is not necessary, the employee may opt out in writing. An employee requiring reassignment as part of an ADA accommodation is given preference in a vacant position over those who may be more senior, assuming the employee meets minimum qualifications of the position.

## **ARTICLE 7. WORKING CONDITIONS**

### **Section 1.**

1. **Workday.** Excluding LPNs, 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. **Temporary alternate workday or workweek** schedules extending beyond six consecutive work weeks may be instituted by either being posted upon vacancy as such, or by mutual agreement between the employee and the Employer and



upon notification of local executive leaders. Temporary schedule changes are not to exceed six months.

4. Workweek. 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.
6. Break Allotments on Overtime. Employees who work a minimum of four hours overtime are entitled to one additional 15-minute rest break. Employees who work a minimum of six hours overtime are entitled to one 15-minute rest break and one 30-minute paid meal break which may be interrupted. Employees who work a minimum of eight hours overtime are entitled to two 15-minute rest breaks and a 30-minute meal break.

**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 ensure the Union and each employee has 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.

**Subsection 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.

**Subsection 2.** The Employer may limit the number of Union members granted paid release time to attend the meetings in accordance with the LMC charter.

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

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

**Subsection 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 the employee, upon request, a copy of any job descriptions the Employer develops for classifications covered by this Agreement.

**Section 6.** Employees shall be entitled to one free meal during regular serving times for each eight-hour shift worked.

**Section 7.** 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 8. COMPENSATION**

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

**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 will be given equal opportunities to the extent practicable for overtime work. Days off shall not be shifted during the workweek for purposes of avoiding overtime.

**Section 5.** Employees on escort service shall receive pay at their 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 6.** 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 7.** Rehabilitation Technicians shall have the option to bank compensatory time for time worked in excess of their regularly scheduled hours, not to exceed 40 hours. Employee may only make the selection during the annual election period. Compensation beyond 40 hours of compensatory time will be paid at the employee's regular scheduled rate of pay. All overtime/comp time must be approved by the immediate supervisor.

**Section 8.** Call-Outs. Call-outs 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. Call-out is applicable when an employee is off campus and called-in and is not applicable when an employee is asked to stay over at the end of their shift while they are still at the hospital. Call-out pay does not apply to any activity scheduled 24 hours or more in advance.

**Section 9.** An employee notified by the Employer to work shall receive four hours' notice if their services are subsequently not required. Failure to notify the employee shall entitle such employee to four hours pay.

**Section 10.** Upon termination of employment, employees shall be paid for all earned but not used annual leave and sick leave as provided by law.

**Section 11.** Longevity Allowance. Employees shall be eligible for longevity allowance in accordance with § 2-18-304, MCA.

**Section 12.** Decedent's Warrants. In compliance with the provisions of § 2-18-412, 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 their 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 their 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 13.** 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. Length of appointments shall be in accordance with Montana Operation Manual (MOM).

**Section 14.** 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 15.** 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 16.** Hospital management will attempt to schedule all required in-service training classes on paid 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 17.** An employee injured on the job shall receive a full day's wages at their regular rate of pay for the day on which the injury occurred.

**Section 18.** Alternative Work Schedules.

**Subsection 1.** If an employee is on an approved alternative work schedule, they shall have at least two consecutive days off. Seniority will apply to scheduling of days off.

**Subsection 2.** Written requests for adjustments in start and end work times made by the employee may be implemented by management approval in accordance with the needs of the unit/work area, without negotiating the requested change. If requests for alternate work schedule are denied, the employee will be notified in writing of the reason(s) for denial. Management's decision is final and not grievable.

**Subsection 3.** There shall be a 30-minute lunch period and two 15-minute rest periods per day for full-time employees work a four 10-hour shift schedule.

**Subsection 4.** Employees shall be compensated for eight hours of holiday pay. Employee may request to flex time during the week of the holiday to make up for remaining two hours or use annual or compensatory leave time with management approval.

**Subsection 5.** Any alternative work schedule may be revoked by management at any time, with a 14-calendar day notice to affected employee(s), should it be understood by management the alternative work schedule is not meeting the needs of the hospital. The written notification shall contain an explanation of the revocation.

**Section 19.** Employee's may request in writing, and management may approve, temporary flexing of schedules. Flexing of schedules must be mutually agreed upon and will be reviewed on a case-by-case basis. When a flex schedule request is denied the employee will be provided written explanation.

**Section 20.** In the event that a temporary assignment must be made, and mutual agreement cannot be reached with any employee, the employee with the least seniority within a classification will be assigned to the duty.

**Section 21.** Employees shall not have their work schedule changed unless given 10 working days' notice of the change, except in emergency situations.

**Section 22.** An employee assigned to a lower grade as the result of a classification action will be placed at a base salary of the lower grade which retains the employee's current base salary and does not exceed the maximum rate available in the lower grade. Pay protection may be provided in accordance with pay plan rules.

**Section 23.** Upon termination of employment, employees shall be paid for all earned, but unused annual leave, sick leave, and accumulated holidays as provided by law.

**Section 24.** If a temporary reduction in hours is necessary, the Employer agrees to seek volunteers. If no acceptable agreement can be reached, the reduction in hours shall be on the basis of seniority in each class series reduced.

**Section 25.** When required by the facility, Management will provide three smocks per calendar year.

**Section 26.** LPN's:

1. For employees occupying LPN positions: The regular workday shall begin with the starting time of the earliest shift and terminate with the ending of the latest night shift. 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 their regular shift. When a change is made from standard time to daylight savings time, employees on duty when the change is made shall be paid only for actual hours worked, which normally would be seven. 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.
2. When designated, a LPN will report 15 minutes prior to the start of their scheduled shift in order to allow exchanges of information between shifts and will receive compensatory time for such duty.
3. The Employer may designate that an LPN position be classified as a "flex" position. Employees in designated flex positions may have their days off, shift assignments, or work locations altered in accordance with the bona fide staffing needs of the hospital.

4. A regular work period shall consist of five regular workdays, Monday through Friday inclusive, totaling 40 hours.
5. LPN positions: Hours of work will be up to 12 hours per day and up to 84 hours in a two-week pay period, with consecutive days off each week, except by mutual agreement between the employee and the Employer.
6. An emergency shall be defined as an unforeseen combination of circumstances which cannot be anticipated through normal planning processes, or the resulting state that calls for immediate action (i.e., an unusual increase in patient load, an unusual decrease in available staff, or a natural disaster).
7. LPNs will receive a shift differential of \$1.75 per hour for all hours worked between 7:00 pm and 7:00 am. LPNs who work Saturday and/or Sunday from 7:00 am to 7:00 pm will receive a shift differential of \$1.25.

## **ARTICLE 9. OVERTIME AND COMPENSATORY TIME**

**Section 1.** 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. Authorized holiday leave, annual leave, or compensatory time off shall constitute time worked when computing overtime or compensatory time credits under this Article. Sick leave shall not constitute time worked when computing overtime or compensatory time credits under this Article. Days off shall not be shifted during the workweek for purposes of avoiding overtime.

**Subsection 1.** 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 2.** Employees who volunteer to accompany and are responsible for patients on an overnight activity away from the normal workplace shall be entitled to accrue eight hours of compensatory time whenever such activities are scheduled after the normal workday ends and extend overnight into the next workday. All such activities must have prior Management approval.

**Section 3.** The assignment and compensation of overtime shall be administered in accordance with Addendum B. Overtime Assignment and Pay Provisions. Addendum B sets forth the full process for offering, assigning, and paying overtime and shall control in the event of any conflict.

**Section 4.** If job-related travel time is scheduled for other than the employee's normal workweek, such travel time shall be compensated in accordance with the terms of this Article.

**Section 5.** Supervisors may perform bargaining unit clinical work for which they are qualified. Supervisors performing clinical work will maintain an appropriate balance between it and their supervisory/administrative responsibilities. Supervisors may not perform bargaining unit work, outside their regular assigned duties, which would deny a bargaining unit member overtime when a bargaining unit member is willing and able to perform such work.

**Section 6.** Overtime or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

**Section 7.** The Employer agrees not to block out periods of time, which would limit when employees can use accrued compensatory time, so long as it is understood that the Employer may approve or disapprove compensatory time usage dependent upon the needs of the agency.

**Section 8.** Non-exempt employees will receive a minimum of four hours call-out pay at the rate of one and one-half time pay for every call-out worked. For additional time worked, the non-exempt 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 employee's regularly assigned shift and is not contiguous thereto. Call-out is applicable when an employee is off campus and called-in and is not applicable when an employee is asked to stay over at the end of their shift while they are still on campus. Call-out pay does not apply to any activity scheduled 24 hours or more in advance.

## **ARTICLE 10. INSURANCE/RETIREMENT**

**Section 1.** The Employer agrees to contribute toward the provision of health insurance the amounts as allocated by state statute. It is understood that the wage rates reflected under Addenda A of this Labor Agreement excludes the above contribution for the group health insurance program.

**Section 2.** The state contribution toward health insurance shall continue during an absence for industrial accident up to 90 calendar days.

**Section 3.** The Union shall have access to the State Employee Group Benefits Advisory Council at its quarterly meeting in order to present its ideas on group health insurance.

**Section 4.** All Union employees will be enrolled in the Public Employees Retirement System (PERS) in accordance with §§ 19-3-101 through 19-3-2143, MCA.

## **ARTICLE 11. 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 address all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the written provisions of this Agreement. All potential 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.

**Section 2.** Grievance Procedure.

### **Step 1**

A grievance involving the interpretation or application of the written provision(s) of this Agreement shall be submitted by the employee or union representative to the employee's immediate supervisor or management designee within 21 calendar days from the occurrence of the grievable event. The immediate supervisor or management designee shall have 21 calendar days from receipt of the grievance to respond in writing.

### **Step 2**

If the grievance is not resolved at Step 1, a formal grievance may be submitted by the Union in writing within 21 calendar days from the immediate supervisor's or management designee's response to Step 1. The grievance should be submitted to the appropriate management official. The management official 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, the Union may submit a Step 3 formal grievance to the agency head or designee within 21 calendar days of the Step 2 response. The agency head or designee shall have 21 calendar days from receipt of the grievance to respond in writing.

### **Step 4**

Should the Union consider the decision of the agency head unsatisfactory, the Union shall, within 21 calendar days of such decision, notify the agency head and the State Office of Labor Relations of its intention to take the grievance to arbitration.

### **Step 5**

After notification of arbitration, the State Office of Labor Relations (OLR) will work with the Union and management to determine if there is a mutually acceptable resolution that can be found or if the matter should go to mediation. If OLR determines the parties



cannot resolve informally or through mediation, the decision should proceed to final and binding arbitration. If there is a cost associated, the parties will share it equally. The 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.** 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. Date of the violation.
3. The step of the grievance.
4. A complete statement of the grievance and facts upon which it is based.
5. The specific Article(s) and Section(s) of the Agreement violated.
6. The specific remedy or correction requested.
7. The signature of each grievant or representative.

### **Subsection 4.** Alternative procedures.

1. As recognized in § 49-2-512, Title 49 of Montana Code Annotated establishes the exclusive remedy for acts constituting an alleged violation of the Montana Human Rights Act. In the event of a grievance based upon an alleged violation of this Act, the statutory procedures of filing a claim with the Human Rights Bureau shall be the exclusive remedy. The Union reserves the right to file a grievance based on violations of the union contract.
2. As recognized in § 2-18-1011, Title 2 of Montana Code Annotated establishes the exclusive remedy for an alleged violation of classification or compensation. In the event of a grievance based upon an alleged violation of this provision, the statutory procedures of filing a claim with the Board of Personnel Appeals shall be the exclusive remedy.

### **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 3 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.** The parties agree either party may file pre-arbitration dispositive motions or request a bench decision from the arbitrator.

**Subsection 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 the entire cost. If each party requests a transcript, they shall equally share the cost.

**Subsection 5.** The arbitration location shall be in Helena, Montana unless otherwise mutually agreed by the parties.

## **ARTICLE 12. SENIORITY AND LAYOFF**

**Section 1.** Seniority means the length of continuous service in the bargaining unit since the last date of hire. For purposes of this Article Licensed Practical Nurses will maintain a separate seniority list.

**Section 2.** Seniority shall continue to accrue during all layoffs and approved leaves of absence not exceeding one year.

**Section 3.** 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 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 14 calendar days' notice to the interim Employer.

**Section 4.** Seniority shall be the controlling factors in the selection of employees for layoff and non-disciplinary demotions within each classification series, provided the employee(s) remaining meet the minimum qualifications of the position.

**Section 5.** In the event a bid is eliminated or altered, the affected employee(s) may use their seniority to bump any less senior employee within the same classification provided they meet the minimum qualifications for the position. Any employee(s) displaced by this procedure may bump the least senior employee within the same classification provided they meet the minimum qualifications for the position.

**Section 6.** Any permanent employee subject to layoff, transfer, or non-disciplinary demotion shall be given 21 calendar days advance notice of the action.

**Section 7.** No permanent employees shall be laid off or subject to non-disciplinary demotion while temporary or probationary employees in the same classification series are retained.

**Section 8.** 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.

**Section 9.** Recall from layoff within each classification shall be in reverse order within that classification. In recalling employees, the Employer shall send a certified, return receipt letter to the last known address of the employee with a copy to the Union. The letter shall state that failure to notify the Employer within 14 calendar days of their intent to return to work shall constitute forfeiture of all recall rights. Recall rights shall be limited to a period of one year following the date of layoff.

### **ARTICLE 13. ANNUAL AND SICK LEAVE**

**Section 1.** Employees shall be entitled to vacation leave in compliance with §§ 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:

<u>Years of Employment</u>	<u>Working Days Credit</u>
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 § 2-18-611, MCA, must be credited with one year of employment for each period of 2,080 hours of service following their date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which they are 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.

**Section 2.** In scheduling annual leave reports, the following rules shall prevail:

1. Annual leave for the purpose of this Section is defined as a continuous leave of five working days or more, exclusive of regular days off, not to exceed the accrued annual leave credits. Vacations cannot be split.
2. Employees must have adequate time for vacation.
3. Leave without pay will not be granted for vacations.
4. There is no guarantee that any annual leave request will be granted at any specific time. The staffing needs of the Hospital will be given first consideration.

5. When a replacement of a position is required, requests for leave of less than five 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.
6. 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.
7. 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.
8. 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.
9. Supervisors will respond to annual leave requests no later than one month prior to the date the annual leave is to begin.

### **Section 3.** Vacation Leave Sign Up Procedure.

1. Care & Service Union Psychiatric Technicians and LPNs will have an established 14 calendar days in which to sign up for annual leave. Annual leave calendars will be available for the following dates:
  - a. FIRST GROUP (most senior): TBA (date to be announced). No later than Feb 1<sup>st</sup> of the current contract year.
  - b. SECOND GROUP (second most senior): TBA
  - c. THIRD GROUP (third senior): TBA
  - d. FOURTH GROUP (fourth senior group): TBA
  - e. FIFTH GROUP (least senior if applicable): TBA
2. All other vacation requests of five days or more submitted after (date TBA) will be handled on a first-come, first-served basis.
3. Vacation calendars will be available in the Staffing Office for review and/or sign up daily between 0600 and 1600 during each group's sign-up period.

**Section 4.** It is understood and agreed that an employee within the bargaining unit may choose to take at least two consecutive accrued workweeks of annual leave per year. It is also understood that employees may take annual leave, with prior Management

approval, at their individual discretion as long as the execution of this right does not cause an undue burden for the Employer's operation. Once approved, a leave request may not be revoked unless the Employer determines that the employee's absence will cause an undue burden for the Employer's operation.

**Section 5.** Sick Leave. Employees are entitled to sick leave benefits as set forth in § 2-18-618, MCA, and by the Department of Administration Montana Operations Manual.

1. "Sick leave" means a leave of absence with pay for a sickness suffered by an employee or their 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.
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 their 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 their shift that they are 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 their 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.

## **ARTICLE 14. HOLIDAYS**

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

New Year's Day .....	January 1
Martin Luther King, Jr. Day .....	Third Monday in January
Presidents' Day .....	Third Monday in February
Memorial Day .....	Last Monday in May
Independence Day .....	July 4
Labor Day .....	First Monday in September
Indigenous Peoples' Day and Columbus Day .....	Second Monday in October
Veteran's Day .....	November 11
Thanksgiving Day .....	Fourth Thursday in November
Christmas Day .....	December 25
Floating Holiday .....	Each calendar year

Each full-time employee is entitled to one floating holiday each calendar year. Each part-time employee is entitled to one floating holiday each calendar year that must be calculated proportionately to the floating holiday allowed to a full-time employee. Any 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. Short-term workers or student interns may not receive a floating holiday.

**Subsection 1.** 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.

**Subsection 1.** 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 the employee's 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, they will receive the compensatory time rather than the straight time pay.

**Section 4.** Accumulated holidays in excess of seven 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 30<sup>th</sup> 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 Year's Eve, or New Year's Day off, on annual leave, or holiday leave, must be submitted no sooner than September 1<sup>st</sup>, nor later than October 1<sup>st</sup>. 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, and
3. Seniority

This section will be applied on a unit-by-unit basis.

## **ARTICLE 15. JURY AND WITNESS DUTY**

**Section 1.** Employees summoned to serve as jurors or witnesses shall be granted leave per § 2-18-619, MCA.

## **ARTICLE 16. MILITARY LEAVE**

**Section 1.** Military leave shall be granted per § 10-1-1009, MCA.

## **ARTICLE 17. LEAVE WITHOUT PAY**

**Section 1.** A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from Management shall be based on the needs of the agency, the reason for the request, and the employee's work record.

**Section 2.** A permanent employee injured on the job and eligible for Industrial Accident benefits shall retain all rights to their previously held position and shall be entitled to leave without pay for a period of up to six months following the date of injury.

**Section 3.** A leave of absence or up to three months may be granted to permanent employees with an extended illness or disability, which is not job related, who provide medical certification which is acceptable to the Employer in accordance with the Family Medical Leave Act. Employees on leave without pay for disability-related reasons shall be granted a hiring preference over outside applicants for open positions for which they are qualified for an additional three-month period.

## **ARTICLE 18. CONTINUING EDUCATION LEAVE**

**Section 1.** An employee who must maintain licensure or certification which is deemed by Management to be essential to hospital treatment needs or to satisfy criteria which enable reimbursement from Medicare/Medicaid or other revenue sources, shall, if staffing permits, be granted an amount of paid release time sufficient to the maintenance of said licensure or certification. The Employer may reimburse employees for attending such training subject to budgetary constraints.

**Section 2.** As part of the ongoing support for professional licensure, certification, and registration, Montana State Hospital may, at its discretion and upon written request from the employee, (1) give employees up to five days leave with pay to travel to and take tests necessary for licensure and certification; (2) pay up to \$500 in testing fees for initial certification, licensure and/or registration; and/or (3) pay reasonable travel expenses related to participation in licensure, certification or registration tests.

## **ARTICLE 19. JOB POSTING, BIDDING, AND 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. A copy of all bid notices shall be provided to the Union Secretary. The senior qualified applicant for all bid positions shall be appointed. The bid shall contain a minimum of the following:

1. The days off associated with the position.
2. The specific working hours associated with the position.
3. The work location/unit associated with the position.
4. The pay grade associated with the position.
5. The minimum qualifications associated with the position.
6. A bid applicant must accept or reject a bid award in writing within 48-hours excluding weekends and holidays.

7. Members in the bargaining units who are unsuccessful applicants shall be so notified upon completion of the selection process. When a bargaining unit employee who has applied for an open position is not selected, they shall be entitled, upon request, to a written statement of the reasons why they were not selected.
8. All positions in the bargaining unit shall be posted per the provisions of this Article for at least seven calendar days.

**Section 2.** The Employer may designate that a portion of all psychiatric technician 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 their last held position if the Employer determines that the Employee is not meeting the minimum expectations of the newly appointed position. If an Employee voluntarily leaves a bid position within the 60-day trial period, they are not entitled to return to their last held bid position. If the trial period is not completed, or if the employee vacates the position for any other reason within the 60-day trial 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.

**Subsection 1.** Employees who receive formal disciplinary action may be removed from their bid position and reassigned elsewhere in the hospital in a flex position at management's discretion if evidence substantiates that continuation in their current assignment will be detrimental to hospital operations.

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

**Section 5.** When a Psychiatric Technician or Forensic Mental Health Technician makes request to alter their shift/day-off schedule, to an available "flex" position or bid on a permanent bid position they must have completed their six-month probationary period. They shall submit the request in writing to Staffing Office Manager and/or supervisor, and at the request of the employee, be supplied with a dated receipt of request. When vacancies occur allowing for movement, the date of request shall be the governing system in which movement is allowed. It shall be conducted on a first come, first served manner according to the date of the request. If there is more than one request for that date, seniority shall prevail.

**Section 6.** Re-Organization: When an individual department is subject to a Management implemented re-organization, the positions are to be filled as follows:

1. Upon the first posting of the affected positions, only bargaining unit members within the affected department are eligible to make application for the positions.
2. In the event there are remaining positions following the initial posting, a second posting will be made in accordance with Article 19, Sections 1 through 5.

## **ARTICLE 20. LABOR MANAGEMENT COMMITTEE**

**Section 1.** 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.

**Section 2.** The Union shall provide to Management a list of its officers and committee members every year and shall notify Management whenever its officers change.

**Section 3.** The Employer may limit the number of Union members granted paid release time to attend the meetings in accordance with the LMC charter.

**Section 4.** The Committee shall meet at a mutually agreed upon time and date.

**Section 5.** If Labor-Management Committee meetings are held during committee members' working hours, Union committee members shall be granted paid release time to attend.

**Section 6.** 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.

## **ARTICLE 21. HEALTH AND SAFETY**

**Section 1.** Both the Employer and the Union affirm their commitment to cooperate in the maintenance of a safe and healthful working environment. The Employer agrees to investigate all allegations of unsafe conditions and to comply with Montana law in this regard.

**Section 2.** 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 3.** The Employer shall provide any required uniform, protective clothing, pager, or other protective device.

## **ARTICLE 22. SAVING CLAUSE**

**Section 1.** 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 23. NO STRIKE – NO LOCKOUT**

**Section 1.** The Employer and Union agree there will be no strike, work stoppage, slowdown, 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 24. ENTIRE AGREEMENT**

**Section 1.** The parties acknowledge that during 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 after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under Article 25, or under applicable law on any succeeding agreement to take effect upon termination of this Agreement.

**Section 2.** The parties recognize the right, obligation and duty of the Department of Administration and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary insofar as such rules,

regulations, directives, and orders that affect the members of the bargaining unit covered by this Agreement are not inconsistent with the terms of this Agreement and are not inconsistent with the laws of the State of Montana and federal laws.

## ARTICLE 25. TERM OF AGREEMENT

**Section 1.** This Agreement is effective as of the first day of July 2025 and shall remain in full force and effect through the 30th day of June 2027.


**Section 2.** During the term of the Agreement, if the Department of Public Health and Human Services agrees to negotiate or awards hazardous duty pay or shift differential to any other employee group within the department, then this contract may be opened for negotiations on those items.

**Section 3.** Should either party seek to modify this Agreement, it shall give written notice of such intention not less than 90 days prior to the expiration date of this Agreement. Negotiations may commence at any time thereafter.

**Section 4.** It is also agreed that the Employer and the Union will begin pre-budget negotiations in sufficient time to permit adequate negotiations on economic matters.

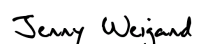
**THIS AGREEMENT** is signed and dated this 12/19/2025.


### THE STATE OF MONTANA:

Signed by:  
  
382E3999E2BE4DB...  
 Karol Anne Davis, Chief Negotiator  
 State Office of Labor Relations

Signed by:  
  
61408679873E473...  
 Charles T. Brereton, Director  
 Public Health & Human Services

### THE UNION:

DocuSigned by:  
  
D7FE7E88F749444...  
 Jenny Weigand, Field Agent  
 MFPE

Signed by:  
  
9435EE943230484...  
 Dylan McEneny, President  
 Local #5070

## ADDENDUM A. BROADBAND PAY PLAN & WAGE TABLE

**Section 1.** Effective on the first day of the first complete pay period that includes July 1, 2025, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2026, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater.

**Section 2.** State of Montana Benefit Plan Contribution. The monthly Employer contribution for group benefits will increase to \$1080 for the 2026 plan year and \$1107 for the 2027 plan year.

The monthly State of Montana employee contributions will increase for 2026 and 2027 plan years. The tables below break out the monthly increase both before and after the wellness incentive which increased to \$60 per month for the 2026 and 2027 plan years.

The cost of employee-only coverage will be covered by the Employer contribution, after the wellness incentive is applied.

<b>Employee Monthly Contributions Before Wellness Incentive</b>		
<b>Contribution Type</b>	<b>2026 Plan Year Contribution</b>	<b>2027 Plan Year Contribution</b>
Employee Only	\$60	\$60
Employee and Spouse	\$318	\$326
Employee and Children	\$134	\$138
Employee and Family	\$397	\$407

<b>Employee Monthly Contributions After Wellness Incentive</b>		
<b>Contribution Type</b>	<b>2026 Plan Year Contributions</b>	<b>2027 Plan Year Contributions</b>
Employee Only	\$0	\$0
Employee and Spouse	\$198	\$206
Employee and Children	\$74	\$78
Employee and Family	\$277	\$287

The monthly Tobacco Surcharge will increase to \$60 for the 2026 and 2027 plan year.

The State has the discretion to manage all aspects of the State Health Plan, to include, but not be limited to, deductibles, coinsurance levels, and maximum out-of-pocket levels. Member contributions will only increase beyond the rates established above if the Risk-Based Capital (RBC) level is at or below 300%.

**PAY TABLE**

<b>JOB CODE</b>	<b>WORKING TITLE</b>	<b>MIN + 2025 STAT</b>	<b>MIN + 2026 STAT</b>
Q33021	Accounting Technician 1	\$21.07000	\$22.07000
Q61021	Administrative Assistant 1	\$19.55000	\$20.55000
Q61022	Administrative Assistant 2	\$22.05000	\$23.05000
F12111	Admission/Discharge Coord	\$20.00000	\$21.00000
O51011	Cosmetologist 1	\$19.55000	\$20.55000
N21011	Custodian 1	\$19.55000	\$20.55000
Q92011	Data Processor 1	\$19.55000	\$20.55000
Q47011	File Clerk 1	\$19.55000	\$20.55000
K99J01	Medical Assistant	\$19.55000	\$20.55000
J27011	Medical Coder	\$19.78000	\$20.78000
S52211	Physical Property Technician	\$24.54000	\$25.54000
K11032	Psychiatric Technician	\$25.13000	\$26.41000
K11032	Psychiatric Technician FMHT	\$27.13000	\$28.41000
B12011	Purchaser 1	\$23.54000	\$24.54000
K11032	Recreation Therapy Aide	\$22.55000	\$23.55000
V76011	Stock Clerk	\$20.77000	\$21.77000
Q58011	Stock Clerk Lead	\$21.58000	\$22.58000
Q61022	Ward Clerk 2	\$23.10000	\$24.10000
F12021	Behavioral HC Planner	\$27.05000	\$28.05000
E33011	Clinical Psychologist 1	\$42.79375	\$43.86359
F12031	Clinical Therapist 1	\$33.05000	\$34.05000
F12092	Eligibility Interviewer 2	\$23.44000	\$24.44000
B17021	Employment Specialist 1	\$22.77000	\$23.77000
H43012	Library Assistant 2	\$19.55000	\$20.55000
J26012	Licensed Practical Nurse 2	\$32.50000	\$36.20000
J1JJ01	Occupational Therapist	\$50.49855	\$51.76102
J1JJ01	Physical Therapist	\$46.43496	\$47.59583
J1C011	Recreation Therapist 1	\$25.55000	\$26.55000
B1F012	Trainer Specialist	\$27.26000	\$28.26000



## **ADDENDUM B. OVERTIME ASSIGNMENT & PAY PROVISIONS**

### **Section 1.** The Union and the Employer agree:

1. Overtime pay will be paid in compliance with the Fair Labor Standards Act (FLSA) overtime rules as outlined in Section 4, below.
2. The process for assigning overtime:
  - a. If no permanent employee is available, or wants the available shift, the shift will be offered to contract staff.
3. Due to the complexity of administering this Addendum, the Union agrees to:
  - a. Follow instruction given by management to utilize the timeclock and work with supervisor to ensure the timesheet accurately reflects the job worked each shift (transfers/pay rule changes).
  - b. Approve timecard each PPE Friday, so supervisor and payroll know the union member has reviewed and acknowledge that hours on the timecard accurately reflect the times and jobs worked.
  - c. If there is a discrepancy, the employee and supervisor must work with payroll to ensure timecard is accurate.
  - d. If correction is not made prior to payroll processing, the employee shall work with payroll and supervisor to accurately correct the error. Fix will appear on the next on-cycle check.
  - e. Member agrees to resolve discrepancy directly with payroll.
4. Employees will receive the straight-time rate applicable to the salary for the position they are covering. The overtime rate for a covered position will be calculated based on the weighted average of the employee's pay rates in accordance with the FLSA. The weighted average will be calculated in the following manner:
  - a. **Determine total hours worked for each job during the workweek.**  
In this case, the employee works 40 hours in primary job and 10 hours in second job.

**b. Calculate the total earnings.**

- i. For each job, multiple the hours worked by the respective pay rate.
- ii. For example, if the employee worked 40 hours at the primary job and 10 hours at the second job:
- iii. Primary Job Earnings: 40 hours times \$X per hour
- iv. Second Job Earnings: 10 hours times \$Y per hour
- v. Total Earnings:  $\$X + \$Y = \$Z$

**c. Calculate the Total Hours Worked:**

- i. Sum the hours worked in both jobs. Using the example above: 40 hours + 10 hours = 50 hours

**d. Determine Weighted Average Rate:**

- i. Calculate the weighted average hourly rate by dividing the total earnings by the total hours worked.

$$\text{Weighted Average Rate} = \text{Total Earnings} / \text{Total Hours}$$

**e. Calculate the Overtime Rate:**

- i. Under the FLSA, non-exempt employees are entitled to one and one-half times their regular rate for hours worked over 40 in a workweek.

$$\text{Overtime Rate} = \text{Weighted Average Rate} \times 1.5$$