

**2025 – 2027**

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**STATE OF MONTANA  
MONTANA HISTORICAL SOCIETY**

**and the**

**MONTANA FEDERATION OF HISTORICAL  
SOCIETY WORKERS  
LOCAL #4367, MFPE**

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**LOCAL #4367, MFPE**

**PREAMBLE**

**THIS AGREEMENT** is made and entered into by the State of Montana, Montana Historical Society, hereinafter referred to as "Employer," and the Montana Federation of Historical Society Workers, Local #4367, Montana Federation of Public Employees MFPE, hereinafter referred to as the "Federation."

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 and peaceful means of resolving grievances involving the interpretation or application of the terms of this Agreement, to prevent interruption of work and interference with the efficient operation of the State of Montana, and to set forth herein a complete Agreement between the parties concerning conditions of employment.

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

**Section 1.** The Employer hereby recognizes the Federation as the exclusive representative of all State employees of the Montana Historical Society, excluding part-time employees working less than 18 hours per week, seasonal or temporary who work less than six contiguous months, those otherwise excluded by way of occupying managerial, supervisory, or confidential positions, and any employees covered by other collective bargaining agreements.

**ARTICLE 2.**  
**FEDERATION RIGHTS**

**Section 1.** Upon written request, the Employer shall make available all public information relevant to negotiations or necessary for the proper enforcement of this Agreement.

**Section 2.** One Federation member designated by the President shall be granted paid release time, including per diem and travel, if applicable, to attend the Employer's Board of Trustees meetings. The Employer will distribute minutes of these meetings to employees in a timely manner.

**Section 3.** The Federation shall be granted 20 hours of release time each year to attend Federation business. The Federation may choose to divide the total release time among more than one designated member of the bargaining unit, provided Management is notified in advance and the release time is arranged through normal leave request procedures. The Federation shall provide management with an accounting of each designated member's release time quarterly.

**Section 4.** The Employer shall permit the Federation representative or members designated by the President to visit work sites to investigate working conditions, employee complaints, or grievances relating to the terms and conditions of this Agreement.

**Section 5.** Whenever members of the bargaining unit are scheduled by the Employer to participate during working hours in conferences, meetings, or negotiations respecting the collective bargaining agreement, they shall be granted the necessary paid release time.

**Section 6.** An original draft of all agreements and addenda thereto between the parties shall be prepared by the Employer and copies shall be produced and distributed by the Federation to each employee covered by the Agreement.

**Section 7.** An employee, on a case-by-case basis, may authorize up to two Federation representatives to inspect the employee's personnel file. A signed copy of each authorization will be provided to the Employer prior to the inspection.

**Section 8.** An employee is entitled to have a Federation representative present at an investigatory interview by the Employer if the employee reasonably believes that disciplinary action might result.

**Section 9.** The Federation shall have the right to adequate space on bulletin boards for posting notices and shall have access, subject to availability, to a meeting room on the Employer's premises. The Federation shall have the right to utilize the State's e-mail system for the purpose of posting and communicating electronic notices. The Federation will comply with all State policies and practices regarding the appropriate use of electronic communications. Under no conditions shall the e-mail system be used to promote or oppose political candidates, ballot issues or referenda.

**Section 10.** The Federation shall provide written notification as to the identity of the President of the bargaining unit within 30 days of election or a change of office which occurs without an election.

**Section 11.** The Employer will notify the Federation of any newly hired employee within seven calendar days.

### **ARTICLE 3. MANAGEMENT RIGHTS**

**Section 1.** The Federation recognizes the prerogatives of the Employer to operate and manage its affairs in such areas as, but not limited to:

1. Directing employees.
2. Hiring, promoting, transferring, assigning, and retaining employees.
3. Relieving employees from duties because of lack of work or funds, or under conditions where continuation of such work would be inefficient or non-productive.
4. Maintaining the efficiency of government operations.
5. Determining the methods, means, job classifications, and personnel by which the Employer's operations are to be conducted.
6. Taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency.
7. Establishing the methods and processes by which work is performed.

**Section 2.** Such rights are retained by the Employer unless specifically relinquished in this Agreement. The Employer further retains the right to develop and modify policies in support of such rights including but not limited to those related to performance evaluation, hiring and termination from employment, only to the extent that these rights do not, in any way, hinder the duty to bargain over mandatory subjects.

### **ARTICLE 4. FEDERATION SECURITY**

**Section 1.** Any employee covered by this Agreement as of its ratification, and who is a member of the Federation shall not be required to remain a member.

**Section 2.** Upon receipt of written authorization from an employee covered by this Agreement, the Employer agrees to deduct Federation dues. The Employer will remit such dues to the Montana Federation of Historical Society Workers, Local #4367, MFPE, at their address within 15 calendar days following the month in which the deductions are made.

**Section 3.** Any change in the Federation dues shall be certified to the Employer in writing by an authorized officer of the Federation at least 30 days prior to the proposed effective date.

**Section 4.** The Federation will indemnify, defend, and hold the Employer harmless against any and all claims, suits, judgments, and damages arising from the application of this Article.

## **ARTICLE 5. NON-DISCRIMINATION**

**Section 1.** No member of the bargaining unit shall be discharged or discriminated against for upholding Federation principles. The Employer and the Federation affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of the employees' skills and ability without regard to race, color, creed, national origin, age, sex, sexual orientation, or gender identity.

**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 without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, and ancestry.

**Section 3.** The Employer agrees to investigate and respond to employee allegations of unfair treatment by supervisors in accordance with Historical Society policy.

## **ARTICLE 6. LABOR/MANAGEMENT RELATIONS COMMITTEE**

**Section 1.** The Employer and the Federation agree to the establishment of a Labor/Management Relations Committee which shall meet to discuss concerns of both parties and to foster improved communications between the Employer and the members of the bargaining unit. The Committee shall meet at the request of either party. Labor/Management Relations Committee meetings are not negotiations and cannot add to, subtract from, or otherwise modify the terms of the Collective Bargaining Agreement. Professional development shall be a standing agenda item at the LMC meetings for the term of this contract.

**Section 2.** The Committee shall be composed of no more than three members appointed by the Employer, and no more than three members appointed by the Federation.

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

**Section 4.** Employees shall be granted paid release time to attend Labor/Management Relations Committee meetings if the meetings are scheduled during normal working hours.

**Section 5.** Five working days prior to the agreed meeting date each party shall provide the other with a list of items which it wishes to discuss. The requirement may be waived by mutual agreement.

## **ARTICLE 7. JOB SECURITY**

**Section 1.** A permanent employee is one who has successfully completed the six-month probationary period. No permanent employee shall be disciplined, suspended, or discharged except for just cause.

**Section 2.** The Employer shall provide the employee with a copy of the disciplinary action.

**Section 3.** Any disciplinary actions of a permanent employee, except oral warnings, may be appealed through the grievance procedure. Written reprimands may be grieved but may not be submitted to final and binding arbitration.

**Section 4.** During the probationary period, the Employer may discharge an employee at any time for any job-related reasons. The probationary period may be extended one time for up to three months with notification to the Federation.

**Section 5.** No bargaining unit position shall be filled by an employee funded by work-study, workfare, work-release without concurrence of the Federation.

**Section 6.** No bargaining unit member shall be laid off or suffer an involuntary reduction in work hours as a result of the assignment of bargaining unit work to individuals hired as independent or personal services contractors.

## **ARTICLE 8. SENIORITY AND LAYOFF**

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

### **Section 2.** SENIORITY

**Subsection 1.** Seniority is defined as the length of continuous service in a bargaining unit position since the last date of hire.

**Subsection 2.** Seniority shall be recognized after a six-month probationary period. At the end of the probationary period, seniority shall accrue retroactively to the date of hire.

**Subsection 3.** Seniority shall terminate for any of the following reasons:

1. voluntary termination of employment;
2. failure to return to work from a layoff, provided the employee has 15 working days' notice of recall; or
3. discharge for cause.

**Subsection 4.** Seniority shall be considered unbroken for all layoffs not exceeding one year and for all approved leaves of absence.

### **Section 3.** LAYOFF

**Subsection 1.** The Employer shall give the Federation and the employee 15 working days advance notice and an opportunity to comment on any layoff (except for temporary layoffs caused by emergencies), including a list of employees affected.

**Subsection 2.** In order to avoid layoffs, the Employer may seek voluntary reductions in employee work hours or leaves without pay.

**Subsection 3.** In selection of employees for layoff, the Employer's program objectives and seniority within the class series shall be the determining factors. Recall from layoff shall be in the reverse order.

**Subsection 4.** If program objectives permit, no permanent employee shall be laid off while temporary or probationary employees within the class series are retained.

**Subsection 5.** In recalling employees, the Employer shall send a certified return-receipt letter to the last address provided to the Employer by the employee, with a copy to the Federation. The letter shall state the employee has 10 working days in which to notify the Employer of their intent to return to work. If the Employer does not receive a response within 10 working days of sending the letter to the employee's last address, the employee's recall right to the position is forfeited. This recall method shall be followed for a period of up to one year following the date of the layoff.

## **ARTICLE 9. 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 14 calendar days from the occurrence of the grievable event. The immediate supervisor or management designee shall have 14 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 14 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 14 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 Union and management will work with the Office of Labor Relations (OLR) to determine if there is a mutually acceptable resolution that can be found or if the matter should go to mediation. If the Union and management 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.
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 10. WORKING CONDITIONS**

**Section 1.** All employees covered by this Agreement shall be classified and compensated according to the Broadband Pay Plan in Addendum A.

**Section 2.** Workday. A full-time workday normally consists of eight hours. A meal period will be allowed that will normally be one hour in length, and which shall not be counted as part of the hours of a workday. Two 15-minute duty-free rest breaks per day are available to the employee.

**Section 3.** Workweek. A full-time workweek shall normally consist of five consecutive workdays with two consecutive days off. However, an alternative workweek may be designated by the Employer, provided that the total workweek does not exceed 40 hours. The Employer agrees to make every effort possible to reach mutual agreement with the affected employee(s) in designating an alternative workweek. If agreement proves impossible, the Employer will assign employees on the basis of program objectives and seniority. Management will provide an employee 10 working days' notice in the event the alternative workweek needs to be permanently changed.

**Section 4.** Employees who work over 40 hours per week will have the choice of accruing compensatory time or flexing their hours. Flex time requests will be granted unless the request creates an adverse impact on operations.

**Section 5.** For the purposes of calculating overtime, only time worked over 40 hours in a week can create overtime pay or compensatory time at one and one-half regular pay. Paid leave times (annual, sick, banked holiday, floating holiday, or compensatory) do not count as time worked. An employee must reduce paid leave time on their timesheet before overtime or compensatory time may be recorded.

**Section 6.** Non-exempt employees shall be compensated for all time worked in excess of a 40-hour workweek according to the following provisions:

1. For all hours so worked, employees shall receive one and one-half times their regular hourly rate. With Management approval, employees may elect to receive compensatory time at a rate of one and one-half times each hour so worked over their designated workday. Annually, employees may change their election by informing the Employer between June 1st and July 1st.

- a. Non-exempt employees may accumulate compensatory time up to a maximum of 240 hours and shall be cashed out, upon termination, at the employee's average regular rate of pay for the final three years of employment or the final regular rate received by the employee, whichever is higher. The Employer reserves the right to cash out an employee at any time.
  - b. Compensatory time off shall be taken at a time agreeable to the employee and the Employer. However, no employee shall be denied reasonable access to utilize compensatory time.
2. Should an employee be scheduled to work on a holiday, the employee shall be granted another day off at a time mutually agreeable to the employee and the Employer.
  3. Employees who are absent from work for an approved reason other than illness during their normal working hours shall normally be allowed to make up the time missed at some other time during the workweek.

**Section 7.** If an employee is unavoidably detained from working their regularly scheduled work hours because of such situations as inclement weather conditions or immediate family illness, the Employer may mutually agree to a flexible work schedule in order to make up the time lost due to the unavoidable circumstances.

**Section 8.** Upon request of one or more bargaining unit members, the Employer may implement a job-sharing position in accordance with State law.

**Section 9.** Acting Appointments. An acting appointment is a short-term appointment made to a supervisory or managerial position to provide continuity in the absence of the supervisor or manager. The acting appointment shall be limited to 30 calendar days and no pay adjustment shall be made for an acting appointment, except if an individual appointment exceeds 30 days, the employee shall receive a temporary promotion and be paid retroactively at the higher rate.

**Section 10.** No employee shall routinely be required to perform duties not specified in their description, understanding that under unusual circumstances, employees may be required to perform non-job-related duties.

**Section 11.** Any employee called back to work shall be compensated for a minimum of two hours of work.

**Section 12.** All bargaining unit members shall be entitled to two hours per week to study within the field(s) of their employment or profession. These hours will not be cumulative and, unless prior management approval is obtained, must be used within Society facilities. Should the press of business require, the hours will be foregone to accomplish Society operational objectives.

## **ARTICLE 11. JOB POSTING**

**Section 1.** Whenever a vacancy or newly created position occurs, the Employer shall prepare a job posting notice and post such notice at designated sites at the workplace. The Employer shall also send out notices via email to all employees.

**Section 2.** Job posting notices shall be posted for at least five working days. Such notices shall include a general statement of principal job duties, minimum qualifications, salary range, selection procedure, and shall state where interested employees are to make application and the cutoff date for application submittal. It is understood that the contents of the posting notice constitute the basis upon which a position is awarded.

**Section 3.** It is understood by the parties to this Agreement that members of the bargaining unit should be given preference in hiring for vacancies and newly created positions if bargaining unit members' qualifications are substantially equal to those of other candidates. Where two or more candidates from the bargaining unit are equally qualified for the position, seniority shall be the determining factor when the job is awarded.

**Section 4.** A current employee who is selected for another position shall resign from the previous position upon accepting the new position.

## **ARTICLE 12. COMPENSATION**

**Section 1.** All employees covered by this Agreement shall be paid in accordance with the Broadband Pay Plan contained in Addendum A.

**Section 2.** All compensation and benefits will be administered in accordance with applicable statute, policy, classification rules and pay plan rules under the State of Montana Operations Manual (MOM).

**Section 3.** Employees are eligible for longevity pay in addition to their base salary in accordance with § 2-18-304, MCA.

**Section 4.** The Employer, at their discretion, may pay a new employee above the entry level for the particular job code listed in Addendum A of this Agreement. Should the pay rate for a new employee exceed the pay rate for an existing employee in the same job code, the existing employee shall receive a pay increase equal to or greater than the pay rate of the new employee.

**Section 5.** The pay increase for the existing employee will go into effect no later than the start date of the new employee. The Employer shall notify the Federation within 10 working days of the offer to the new hire regarding any pay changes to existing

employees or any offers to new employees above the minimum pay rate in Addendum A.

### **ARTICLE 13. GROUP INSURANCE**

**Section 1.** 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%.

## **ARTICLE 14. PUBLIC EMPLOYEES RETIREMENT SYSTEM**

**Section 1.** The existing program shall continue in full force and effect in accordance with §§ 19-3-101 through 19-3-413, MCA.

## **ARTICLE 15. HOLIDAYS**

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

New Year's Day .....	January 1
Martin Luther King Jr. Day .....	3rd Monday in January
President's Day .....	3rd Monday in February
Memorial Day .....	Last Monday in May
Independence Day.....	July 4
Labor Day .....	1st Monday in September
Indigenous Peoples' Day and Columbus Day.....	2nd Monday in October
Veterans' Day .....	November 11
Thanksgiving Day .....	4th 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. 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.

**Section 2.** Should the legislature add, delete, or modify the legal holidays this provision shall operate in conformance with such statutory modifications.

## **ARTICLE 16. VACATION LEAVE**

**Section 1.** Vacation leave shall comply with §§ 2-18-611 and 2-18-612, MCA.

## **ARTICLE 17. MILITARY LEAVE**

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

## **ARTICLE 18. SICK LEAVE**

**Section 1.** Sick leave shall comply with § 2-18-618, MCA.

## **ARTICLE 19. JURY DUTY**

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

## **ARTICLE 20. MATERNITY AND PARENTAL LEAVE**

**Section 1.** As provided in § 49-2-310, MCA., it is unlawful for an employer to:

1. terminate a woman's employment because of the woman's pregnancy;
2. refuse to grant to the employee a reasonable leave of absence for the pregnancy;
3. deny to the employee who is disabled as a result of pregnancy any compensation to which the employee is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the Employer, provided that the Employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform employment duties; or
4. require that any employee take a mandatory maternity leave for an unreasonable length of time.

**Section 2.** As provided in the MOM's Maternity and Parental Leave Policy Reasonable leave of absence under § 49-2-310, MCA.

1. Leave may be longer if the employee is unable to perform their job prior to delivery or if there are complications like illness or surgical delivery. If the Employer and the employee cannot agree on a reasonable period for maternity leave, the Employer shall rely on the judgment of the employee's medical provider.
2. An employee shall not be required to obtain medical certification of a temporary disability for the initial six calendar weeks of leave following the birth of a child. However, the Employer may require the employee to provide medical certification to extend the maternity leave beyond the minimum six-calendar-week period.



The certification should state that the employee is unable to perform their employment duties and give the estimated duration of the extended leave.

3. The employee is responsible for providing timely, complete, and sufficient medical certification. Employees must provide the certification within 15 calendar days after the Employer's request unless it is not practicable to do so despite an employee's diligent, good-faith efforts.
4. The Employer shall not ask employees probing questions regarding their medical condition that may elicit genetic information about an employee or an employee's family members. See ARM 2.21.4001 et. seq., Non-Discrimination EEO Policy.
5. Nothing in this policy prohibits an employee from voluntarily returning to work sooner than six calendar weeks after the birth of a child.

**Section 3.** Reinstatement: Employees returning to work at the end of a reasonable leave of absence for maternity or parental leave, must be reinstated to thier original job or to an equivalent position with equivalent pay and accumulated longevity, retirement, and leave benefits.

**Section 4.** Parental Leave Use: Parental leave shall be available to birth fathers immediately following a child's birth or to permanent employees who are adopting a child (§ 2-18-606, MCA).

1. Agency management must approve a reasonable leave of absence not to exceed 15 working days for parental leave immediately following the birth of a child or placement of a child with the employee for adoption.
2. Agency management may approve less than 15 working days if they determine the length of leave requested is unreasonable. The Employer must provide the employee a written response explaining why the request is unreasonable. The written notice must also include the length of leave considered reasonable and approved.
3. An agency may require documentation for the use of parental leave. For example, a birth father may need to provide a birth certificate or another document identifying the birth father. Documentation from an adoptive parent may include, but is not limited to, an affidavit of intent to adopt or another agreement indicating a child's placement for adoption.

**Section 5.** Accrued Paid Leave Use

1. Both maternity and parental leaves are unpaid. However, employees may use accrued paid leave concurrently with maternity or parental leave. Employees must request the use of additional leave consistent with state and agency policy applicable to the type of leave requested.

2. The Employer may require employees to use accrued sick leave, annual leave, compensatory time, or other accrued paid leave concurrently with maternity or parental leave.
3. State law limits the use of sick leave to 15 days for birth fathers and adoptive parents (§ 2-18-606, MCA.) unless the absence qualifies for the use of sick leave for another reason.

## **ARTICLE 21. PROFESSIONAL LEAVE**

**Section 1.** With Management approval, members of the bargaining unit shall be granted paid release time to attend workshops, seminars, and other meetings deemed to be of benefit to the agency. Professional leave may also be granted to employees for the purpose of engaging in professional study or research.

## **ARTICLE 22. LEAVE WITHOUT PAY**

**Section 1.** A leave of absence without pay may be granted by the Employer upon written request of the employee and with the approval of the Supervisor and Director. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires.

**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 a leave without pay for a period of six months, following the date of injury. A leave of absence without pay for a period of up to six months shall also be granted to permanent employees with extended illness or disability, and with proper medical certification of both their temporary inability to work and their prospective ability to return to work within a reasonable time. With management approval, the leave of absence may be extended beyond six months.

**Section 3.** Before returning to work, the employee must be able to show the Employer, by way of a physician's certificate, that they are able to perform the essential duties of the position. If the employee has been on leave without pay for more than 30 calendar days and a temporary employee has been hired to replace the employee, the Employer may require the employee on leave without pay to give two weeks' notice of their intent to return to work.

## **ARTICLE 23. SAFETY**

**Section 1.** Both the Employer and the Federation affirm their commitment to cooperate in the maintenance of a safe and healthful working environment. To that end, any employee complaint concerning a health or safety problem shall be immediately referred to the employee's supervisor and the Federation's safety officer. Should the supervisor and safety officer determine that the problem is substantial and/or a long-term threat to the employee's health and safety, they shall call for an immediate meeting of the Management/Union Relations Committee. The Committee shall make every effort to bring the problem to a satisfactory resolution. Should the resolution prove unsatisfactory, the employee is free to pursue any remedy provided by appropriate state or federal law.

## **ARTICLE 24. EMPLOYEE EVALUATIONS/PERSONNEL FILES**

**Section 1.** An employee may request to be evaluated a minimum of once each year or the employee's supervisor may determine the need to do a performance evaluation. Each employee shall be afforded the opportunity to submit a written rebuttal to any written evaluation and shall be provided with a copy of the evaluation.

**Section 2.** An employee may inspect or obtain a copy of any document contained in the employee's personnel file. No document unfavorable to an employee may be placed in the personnel file without providing the employee an opportunity to review the material and to submit a written rebuttal to it. No employee shall be compelled to sign any document placed in the personnel file.

**Section 3.** Letters of warning, reprimand, probation or suspension shall be considered temporary contents of a personnel file and shall be removed from the file after one year, unless such documents are related to a current or ongoing disciplinary action, or where they may be pertinent to other current or impending legal or quasi legal proceedings.

## **ARTICLE 25. NO STRIKE/NO LOCKOUT**

**Section 1.** During the term of this Agreement, the Federation agrees that it will not cause, sanction, or engage in any strike or other interference with the operation of the Employer, except as provided in Article 28.

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

## **ARTICLE 26. SEVERABILITY**

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

## **ARTICLE 27. 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 Federation for the duration of this Agreement, each 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 specifically referred to or covered by this Agreement. This Article shall not be construed to in any way restrict the parties from commencing negotiations under Article 28 or under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.

**Section 2.** The parties recognize the right of the Employer to promulgate rules and regulations from time to time as deemed necessary insofar as such rules and regulations 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 federal laws or laws of the State of Montana.

## **ARTICLE 28. TERM**

**Section 1.** This Agreement shall be effective as of the 1st day of July 2025 and shall remain in full force and effect through the 30th day of June 2027. Thereafter, the Agreement shall continue for successive two-year periods and shall be in full force and effect unless either party to this Agreement notifies the other, in writing, no more than 90 days and not less than 60 days prior to the expiration date or anniversary date, that they desire to modify this Agreement.

**Section 2.** If the Federation gives such notice, it also agrees to notify the State Office of Labor Relations, in writing, of such requested negotiations, at the same time such notice

is given to the Department. In the event such notice is given, negotiations shall begin no later than 30 days prior to the expiration date or anniversary date.

**Section 3.** It is understood that this Agreement shall remain in full force and effect until such time as a new contract is negotiated or until impasse is reached over any item(s) under negotiation by the parties.

**THIS AGREEMENT** is signed and dated this 8/19/2025.

**THE STATE OF MONTANA:**

Signed by:

*Karol Anne Davis*

382B3000E28E4DB...

Karol Anne Davis, Chief Negotiator  
State Office of Labor Relations

Signed by:

*Molly Kruckenberg*

801DC1509CE0428...

Molly Kruckenberg, Director  
Montana Historical Society

**THE FEDERATION:**

Signed by:

*Amanda Curtis*

8011FBCEBE134DB...

Amanda Curtis, President  
MFPE

Signed by:

*Lindsey Mick*

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Lindsey Mick, Co-President  
MFPE Local #4367

DocuSigned by:

*MaryAnn George*

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MaryAnn George, Co-President  
MFPE Local #4367

**ADDENDUM A.  
BROADBAND PAY PROVISIONS**

**Montana Historical Society – MFPE**

This Addendum represents the parties' complete agreement for the 2025-2027 contract term concerning the placement, adjustment, and progression of bargaining unit employees' pay under the broadband pay plan prescribed by § 2-18-303, MCA.

All definitions under § 2-18-101, MCA, and the Broadband Pay Policy, apply to this Agreement unless otherwise defined below.

***Phase 1 Progression of Bargaining Unit Employees' Pay***

**Occupational pay ranges** - Schedule A (attached) contains the Occupational Pay Range Salary Survey as established by the Department of Administration for all bargaining unit employees.

**Longevity** - All pay calculations are calculated on base rates and not inclusive of longevity.

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.

**Montana Historical Society**

CBA 2025 - 2027 Occupational Pay Proposal  
 MFPE Bargaining Unit Employees  
 Employer Pay Adjustments

FY 25 Job Title	Union	Pay Band	FY 25 Base Pay as of 04/01/2025	FY 26 Base Pay as of 07/01/2025 after HB 13		2024 Market Entry	2024 Market Midpoint	2024 Market Maximum		FY 26 MTHS Proposed Salary		FY 26 Salary as of Entry	FY 26 Salary as % of Midpoint
Accountant 1	066	04	\$52,790	\$54,870		\$45,733	\$57,167	\$68,600		\$54,870		120%	96%
Accountant 2	066	05	\$58,032	\$60,112		\$57,745	\$72,181	\$86,617		\$60,112		104%	83%
Accounting Technician 2	066	03	\$49,837	\$51,917		\$38,755	\$46,525	\$54,295		\$51,917		134%	112%
Administrative Assistant 3	066	03	\$42,016	\$44,096		\$45,198	\$54,260	\$63,321		\$45,036		100%	83%
Administrative Specialist 2	066	06	\$57,075	\$59,155		\$59,824	\$74,780	\$89,736		\$62,067		104%	83%
Archivist 2 - Senior	066	04	\$61,360	\$63,440		\$47,486	\$57,006	\$66,526		\$63,440		134%	111%
Archivist 2	066	04	\$58,032	\$60,112		\$47,486	\$57,006	\$66,526		\$60,112		127%	105%
Editor 2	066	06	\$66,664	\$68,744		64,117	80,146	96,176		\$68,744		107%	86%
Facilities Specialist 1	066	03	\$47,507	\$49,587		\$47,728	\$59,660	\$71,592		\$49,587		104%	83%
GIS Specialist 1	066	06	\$58,032	\$60,112		\$48,288	\$60,360	\$72,432		\$60,112		124%	100%
Graphic Designer 2	066	05	\$57,346	\$59,426		\$58,635	\$70,390	\$82,145		\$59,426		101%	84%
Historian 2	066	04	\$58,032	\$60,112		\$48,631	\$58,381	\$68,131		\$60,112		124%	103%
Historian 3	066	05	\$63,802	\$65,882		54,467	65,387	76,306		\$65,882		121%	101%
IT Systems Support 2	066	05	\$61,630	\$63,710		57,671	69,233	80,795		\$63,710		110%	92%
Librarian 1	066	04	\$51,126	\$53,206		\$50,406	\$63,007	\$75,608		\$53,206		106%	84%
Librarian 2	066	06	\$60,154	\$62,234		\$60,828	\$76,035	\$91,243		\$63,109		104%	83%
Library Assistant 1	066	02	\$34,320	\$36,400		\$28,271	\$33,938	\$39,606		\$36,400		129%	107%
Museum Technician 1	066	05	\$60,798	\$62,878		\$49,524	\$59,452	\$69,380		\$62,878		127%	106%
Photographer 2	066	06	\$58,032	\$60,112		\$58,482	\$70,206	\$81,931		\$60,112		103%	86%
Program Officer 1	066	04	\$47,507	\$49,587		\$41,491	\$49,809	\$58,127		\$49,587		120%	100%
Program Specialist 1	066	05	\$57,075	\$59,155		\$51,981	\$64,976	\$77,971		\$59,155		114%	91%
Program Specialist 2	066	06	\$67,600	\$69,680		64,976	81,220	97,464		\$69,680		107%	86%
Public Relations Specialist 1	066	05	\$57,075	\$59,155		\$55,337	\$69,171	\$83,005		\$59,155		107%	86%
Purchasing Technician 1	066	03	\$49,920	\$52,000		\$42,480	\$50,996	\$59,512		\$52,000		122%	102%
Sales Associate 1	066	01	\$30,784	\$32,864		\$25,822	\$30,999	\$36,176		\$32,864		127%	106%
Security Guard - Lead	066	02	\$42,598	\$44,678		\$30,260	\$36,327	\$42,394		\$44,678		148%	123%
Security Guard 1	066	02	\$40,560	\$42,640		\$30,260	\$36,327	\$42,394		\$42,640		141%	117%
Tour Guide 1	066	02	\$38,730	\$40,810		\$27,871	\$33,458	\$39,045		\$40,810		146%	122%