

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT IS FORMULATED ON THE CONCEPT THAT THE FLATHEAD CITY-COUNTY HEALTH DEPARTMENT IS A PROFESSIONAL ORGANIZATION IN SERVICE TO OUR COMMUNITY. THIS AGREEMENT IS CONSIDERED TO BE MUTUALLY BENEFICIAL TO ALL PARTIES CONCERNED AND IS ENTERED INTO WITH A COOPERATIVE ATTITUDE. OUR MISSION: "PROVIDING QUALITY PUBLIC HEALTH SERVICES TO ENSURE THE CONDITIONS FOR A HEALTHY COMMUNITY."

This agreement made and entered into this 1st day of July, 2019 by and between the FLATHEAD CITY/COUNTY HEALTH DEPARTMENT EMPLOYEES. LOCAL 7794. MONTANA FEDERATION OF PUBLIC EMPLOYEES hereinafter referred to as MFPE or bargaining unit and the FLATHEAD CITY-COUNTY BOARD OF HEALTH, hereinafter referred to as the Board, constitutes the basic agreement between parties hereto, recognizing the need for ongoing cooperative labor relationships during the term of this agreement, pursuant to the laws of the State of Montana which provide for mutual agreement on the matters of concern to the parties to this agreement.

ARTICLE I - MFPE RIGHTS

SECTION 1: No member of the bargaining unit shall be discharged or discriminated against for lawfully exercising rights granted to the employee by Mont. Code Ann. § 39-31-201.

SECTION 2: The Board recognizes MFPE as the sole and exclusive representative for the staff members covered by this Agreement as certified by the Board of Personnel Appeals.

SECTION 3: It is in the interest of both parties to resolve staff member complaints and formal grievances in a prompt and efficient manner. To facilitate these, staff members involved in staff member-Board disputes shall receive no loss of pay or benefits when they consult with the Department on these matters. The MFPE representative(s), who is a staff member of the Department, shall, when called upon by either party to the dispute, be allowed to take part in the staff member-Board meetings to resolve complaints at no loss of pay or benefits.

SECTION 4: The MFPE's staff member shall be allowed to visit the work area of the unit members in order to confer with the staff members on staff member-Board related matters during non-work time or, with management approval, during work time provided it does not interfere with or interrupt the normal operations of the Agency. With prior approval by the Board, the MFPE shall be allowed to use the Board's facilities for the meetings.

SECTION 5: The MFPE shall be granted space on bulletin boards, provided by the Board, in order to post MFPE material. No derogatory or uncomplimentary information concerning the Employer shall be posted on said bulletin boards by staff members or MFPE.

SECTION 6: With prior written authorization from the staff members, MFPE staff members and local MFPE representatives shall have the right to inspect and/or copy any of the material in

the employee's personnel file(s).

SECTION 7: The Board shall prepare and make available to each staff member in the bargaining unit a copy of this Agreement. The Board shall provide the bargaining agent three (3) copies of this Agreement.

SECTION 8: The MFPE local representative shall have the right to meet with employees within thirty (30) days of their hire date for up to thirty (30) minutes during the work day at no loss of pay, provided that such meetings will not interfere with the business of the Employer.

ARTICLE II- ASSOCIATION SECURITY

SECTION 1: Staff members covered by the terms of this Agreement shall not be required to become members of the MFPE.

SECTION 2: The Board agrees to withhold monthly payroll deductions for the purpose of paying MFPE dues for those staff members who so authorize, as prescribed by Mont. Code Ann. § 39-31-203.

SECTION 3: The MFPE will indemnify, defend, and hold the Board harmless against any claim made and against any suit instituted against the Board, including attorney's fees and costs of defense thereof, on account of any action taken in accordance with this Article.

SECTION 4: The Board, within thirty (30) days of the signing of this Agreement, shall present the MFPE with a list of names and addresses of all current staff members covered by this Agreement, and shall update such lists approximately once each month for all new hires.

ARTICLE III - MANAGEMENT RIGHTS

Staff members in the bargaining unit and their representative shall recognize the prerogatives of the Board to operate and manage its affairs, including, but not limited to, the following:

- a. To direct staff members.
- b. To hire, promote, transfer, assign, and retain staff members.
- c. To relieve staff members from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive .
- d. To maintain the efficiency of department operations.
- e. To determine the methods, means, job classifications, and personnel by which department operations are to be conducted.

- f. To take whatever actions necessary to carry out the mission of the agency in situations of emergency.
- g. To establish the methods and processes by which work is performed.
- h. Test for the use of controlled substances and alcohol in accordance with applicable law.

ARTICLE N - NO STRIKE - NO LOCKOUT

Both parties agree to faithfully abide by the provisions of this Agreement. As a condition of the various provisions of this Agreement, to which the parties have agreed, the MFPE pledges that members of the MFPE will not engage in any strike during the term of this Agreement, and the Board pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

ARTICLE V - NOTIFICATIONS

SECTION 1: Staff members affected by layoff shall be given at least twenty (20) working days advance notice of any layoff of any staff member in the bargaining unit, and the parties to the layoff shall have the opportunity to discuss such layoff and explore possible alternatives with the Board prior to the date that such a layoff would take effect.

SECTION 2: The MFPE shall be given the opportunity to meet with the Board in advance of any change in personnel policies, or other written policies that affect the staff members in the bargaining unit.

SECTION 3: The Board shall, within thirty (30) days of the signing of this Agreement, forward to the MFPE office in Helena, a copy of any and all personnel policies currently established by the Board.

ARTICLE VI - JOB SECURITY

SECTION 1: A staff member may be terminated before completion of the staff member's initial 6 month probationary period without the staff member or MFPE having recourse to the grievance procedure. An employee's probationary period may be extended for an additional three (3) month period after written notice to the employee is provided prior to the end of the probationary period. It is the intent of the parties that the Health Officer or staff member's supervisor reviews the staff member's performance at approximately the end of each three months of employment in order that the staff member may be advised of performance deficiencies and expected corrective action. Failure to provide such review shall, however, not preclude the right to terminate the probationary employee without recourse.

SECTION 2: Upon satisfactory completion of the probationary period, staff members shall be considered permanent staff members.

SECTION 3: No permanent status staff member shall be disciplined without just cause. The County shall follow the steps of progressive discipline outlined in this Section, but retains the right to impose discipline at a level appropriate to the seriousness of the offense.

A. Level One: A warning from the staff member's supervisor, outlining the unsatisfactory job performance and the corrective measures that need to be taken:

1. The warning shall contain:
 - a. What performance deficiency or violation has occurred;
 - b. The corrective measures that need to be taken;
 - c. The time period the staff member has in which to improve their performance or correct their behavior; and
 - d. What further actions will be taken if the staff member does not improve their performance or their behavior.
2. A written record of the warning meeting, signed by staff member and supervisor, shall be kept by supervisor and staff member. If staff member refuses to sign, notation of that shall be signed by supervisor.

B. Level Two: A written reprimand by the staff member's supervisor or the Health Officer outlining the unsatisfactory job performance and the corrective measures that needs to be taken.

1. The supervisor or Health Officer shall write a letter, which states the date, time, and nature of the reprimand and the corrective measures that need to be taken.
2. Copies of the reprimand will be placed in the staff member's personnel file.
3. The staff member may choose to either submit a letter of rebuttal, to be attached to the written reprimand, or challenge the letter through the grievance procedure.
4. Letters of reprimand shall be considered temporary contents of the personnel file. The written reprimand will remain on file for one year and may be removed from an employee's official personnel file after one full year of no documented deficiency of similar kind. However, such items can be used in support of possible disciplinary action arising from more recent staff member action or behavior patterns or if applicable to pending legal or quasi-judicial proceedings. It is the responsibility of the staff member to request the letter of reprimand and any other relevant documents be removed.

- C. Level Three: The Health Officer may suspend the staff member without pay for continued unsatisfactory job performance or violation for the offense. Subsequent episodes may result in dismissal.
 - 1. The Health Officer shall write a letter stating the date, time, and nature of the suspension and the corrective measures that need to be taken.
 - 2. The staff member shall have the right to appeal the suspension or dismissal through the grievance procedure.
 - 3. No suspension shall exceed 5 working days for any single cause of suspension.

SECTION 4: The Health Officer may discharge any staff member with permanent status for just cause. At least one (1) reprimand letter shall be given any staff member subject to dismissal, except in cases of intoxication, illicit drug use or possession during working hours, dishonesty, unexcused absences of two (2) or more consecutive days, conviction of a felony or misdemeanor involving moral turpitude or an offense of similar severity. In all cases involving dismissal, the Health Officer shall furnish the staff member with a statement in writing of the grounds and the specific reason(s) for dismissal. A staff member with permanent status may appeal his or her dismissal through the grievance procedure.

SECTION 5: Positions requiring state licensure or certification:

- A. It is the staff member's responsibility to obtain and maintain the licenses or certifications required. If a staff member's license or certificate expires or is withdrawn by the issuing authority, the staff member's employment is immediately terminated without the notice as prescribed in Article VI, Section 3.
- B. If the license or certificate is reinstated by the issuing authority within thirty (30) working days, the staff member may resume the previous position without penalty except for the loss of pay and time of service during the absence of such license or certificate.
- C. If the license or certificate is not reinstated within the thirty (30) working days, all vacation and compensatory time is paid and employment permanently terminated.

SECTION 6: Layoffs shall be by the lowest seniority in similar positions requiring equivalent education and training. Recall from layoff shall be in the reverse order from the layoff. No staff member, with permanent status, is to be separated by layoff while there are provisional, temporary, emergency, seasonal or probationary staff members serving in the agency in the same, or equal job classifications for which such permanently status staff member or staff members are qualified and available for reassignment and are willing to accept such assignment.

ARTICLE VII - VACANCIES AND PROMOTIONS

SECTION 1: Whenever a permanent full-time or part-time newly created or vacant position is to be filled, the Board, acting through their agent (Health Officer) shall post an opening notice. The posting shall be in a place normally used to post employee oriented material, and shall include:

- a. Classification of open position .
- b. Pay for the position.
- c. Date the position will be open, and date applications must be received.
- d. Minimum qualifications necessary to be eligible for the position.

SECTION 2: Current staff members will have the first opportunity to apply for the permanent full-time or part-time vacant and new positions prior to the consideration of outside applicants. Whenever two or more internal applicants with equal qualifications and capabilities apply for an opening, seniority shall be the determining factor in awarding the position to any internal applicant.

SECTION 3: All permanent job openings shall be posted for at least five (5) days before being advertised outside the department. This may be waived upon mutual agreement between the parties.

SECTION 4: The Board shall insure that all internal applicants are considered in the selection process. Members in the bargaining unit, who are unsuccessful applicants, shall be notified upon completion of the selection process.

SECTION 5: Staff members who are permanently promoted or transferred to other positions covered by this Agreement shall receive compensation which is equal to or greater than the compensation received in that person's previous position, unless the staff member requests a lower paying or part-time position.

SECTION 6: A staff member who is awarded an open position shall be allowed to return to his/her previously held position within three (3) calendar months of the first day of the new position unless the previous position has been filled.

ARTICLE VIII - NON-DISCRIMINATION

SECTION 1: No member of the bargaining unit shall be discharged or discriminated against for lawfully exercising rights granted to the employee by Mont. Code Ann. § 39-31-201. The Board and the MFPE 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 staff member's skills and ability without regard to race, color, creed, national origin, age, or sex.

ARTICLE IX - GRIEVANCE PROCEDURE

SECTION 1: GRIEVANCE PROCEDURE : A grievance is any controversy between the parties involving the interpretation, application, or alleged violation of the terms and/or conditions of this Agreement. Notwithstanding the foregoing, a grievance shall not include the following actions concerning probationary employees: performance evaluations, disciplinary actions, or dismissal.

SECTION 2: DEFINITIONS AND INTERPRETATIONS:

- a. Extension : Time limits specified in this Agreement may be extended by mutual agreement.
- b. Days: Reference to days regarding time periods in this article shall refer to working days. A working day for this article is defined as all days, except weekends and holidays as designated by State law.
- c. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period, so computed, shall be counted, unless it is a legal holiday, in which event, the period runs until 12:00 p.m. of the following day, which is not a legal holiday.
- d. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the specified time period.
- e. Election of Remedies: Those staff members desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, a staff member pursuing a grievance under the provisions of this contract may not pursue the same grievance under another procedure. The grievant and the exclusive representative may have a grievance or disputed interpretation of the agreement resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the Board, or its agents, an action or complaint arising from the same facts supporting the grievance. If a grievant or the exclusive representative files a complaint or other action against the Board, or its agents, arbitration over the same dispute may not be filed or pursued under this Agreement.
- f. Time Limit and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted within the time periods listed in Section 3. Failure to proceed from one step to the next within the time periods hereafter provided shall constitute a waiver of the grievance.

g. Step Waiver: Provided both parties agree in writing, any level of this grievance procedure may be bypassed and proceed to the next level.

SECTION 3: Adjustment of Grievance: The Board, supervisor, or the MFPE designee and the staff member shall attempt to resolve all grievances which may arise during the course of employment of any staff member in the following manner:

- a. Step 1. Within five working days of the occurrence of the grievance, a staff member and his/her division director shall arrange a time to meet and discuss the grievance. The division director shall have five working days to respond to the grievant in writing after the meeting.
- b. Step 2. If the grievance is not resolved at step 1, a formal grievance may be presented in writing to the Health Officer within five working days from receipt of the step 1 response. The grievance shall include the following specific information: Complete statement of grievance, including all facts on which grievance is based, specific contract provisions violated, names of witnesses having knowledge of facts, specific remedy requested, and the grievant's signature. The Health Officer shall have five (5) working days to respond in writing to this formal grievance.
- c. Step 3. In the event the grievance is not resolved at step 2, the decision rendered may be appealed to the Board, provided such appeal is made in writing within five working days of the receipt of the step 2 responses. The Board shall set a time to meet regarding the grievance within fifteen (15) days after receipt of such appeal. The Board or its designee shall issue a decision in writing to the parties involved within five (5) days after the meeting.

SECTION 4: DENIAL OF GRIEVANCE: Failure by the Board to issue a decision within five (5) days shall constitute a denial of the grievance.

SECTION 5: MEDIATION: By agreement of both parties, a State Mediator may be requested.

SECTION 6: RIGHTS --- ARBITRATION:

a. Procedure: In the event that the parties are unable to resolve a grievance, it may be submitted to arbitration, as defined herein, provided a notice of appeal is filed to the Board within five (5) days of the receipt of the decision in step 3 or the unsuccessful conclusion of mediation.

b. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall request a list of five (5) arbitrators from the Board of Personnel Appeals. Each party shall strike two (2) names from the list in alternate order and the name so remaining shall be the arbitrator.

c. Hearing: The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing, at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.

d. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator, in cases properly before him, shall be final and binding upon both parties.

e. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses, which the parties mutually agree are necessary for conducting of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

ARTICLE X - SENIORITY

SECTION 1: For the purpose of determining seniority and in the prorating of benefits, service with the Board shall be based on hours in active pay status (2,080 hours equals 1 year). For the purpose of this Agreement, active pay status shall be considered worked hours and paid time off. A staff member's seniority shall commence on the date of last hire with the Board.

SECTION 2: While on approved leave without pay, seniority will not accumulate except for military leave.

SECTION 3: Broken seniority means that on return, the individual has zero (0) years of seniority.

SECTION 3: The last date of hire will be unchanged for the following purposes:

- 1) Layoff not exceeding one year, and
- 2) Approved leave without pay, including leave due to personal illness, military leave or service, education leave and family medical leave.

ARTICLE XI - PAY AND HOURS

SECTION 1: Payday shall be according to the policy of Flathead County. Vacation pay shall similarly be paid according to said policy.

SECTION 2: A work day for a full-time employee shall typically consist of eight (8) hours of work, interrupted by the following, unless as otherwise provided for in the Agreement, with the following being incorporated into that work day:

- a. 15-minute break with pay, to be taken during the first half of each shift of each workday.
- b. 1 hour lunch break without pay, to be taken approximately in the middle of each shift.
- c. 15-minute break with pay, to be taken during the second half of each shift of each workday.

SECTION 3: Upon mutual agreement between the staff member, their immediate supervisor and the Health Officer a lunch break may be adjusted to 30 minutes. This remains an unpaid break.

SECTION 4: A normal work week for a full-time employee shall consist of forty (40) hours of service Monday through Friday, unless a work schedule is changed for a planned event which requires work outside the normal work week or permanently adjusted to accommodate business operations. The Health Officer, or designee, must notify the member two weeks in advance of the planned event and the scheduled work changes specifically for the planned event. An alternative work schedule may be implemented if agreed upon by the Health Officer, supervisor, and staff member.

SECTION 5: No staff member's work schedule shall be changed unless given a ten (10) day notice of the change, except:

- a. Schedule change necessitated by exceptional circumstances, and/or
- b. by mutual agreement of the staff member and supervisor.

SECTION 6: By mutual agreement between a staff member and their immediate supervisor or the Health Officer, a staff member may work a temporary alternative schedule. This alternative schedule may be established on an ongoing basis to meet the community's need of services or may arise as a result of obligations outside of a normal workday as addressed in Article XII and not typical to the staff member. This flexible work time, which will be accrued on a one to one basis, will be used within the same work week in which it occurred. In the event that the additional time worked cannot be utilized during the same work week, refer to Article XII regarding compensatory time and overtime.

SECTION 7: Staff members who are called in for work by the Health Officer or his/her designee for a declared emergency or disaster, and report outside the regular shift, be it before the normal beginning time, or after the normal ending time of their shift, shall be compensated up to the next hour, at a ratio of one (1) hour worked for one and a half (1 1/2) hours of compensation, but only for hours actually worked outside the regular shift. All staff members called in for work shall be

compensated for their actual travel time to and from the work place. Such travel time shall not exceed thirty (30) minutes per direction or sixty (60) minutes total travel time per call from the staff member's residence to place of work and back to their place of residence.

ARTICLE XII - COMPENSATORY/OVERTIME

SECTION 1: Staff members will receive overtime pay or compensatory time earned only after working forty (40) hours in a work week except when a holiday falls on the employee's regular shift. Time on pay status for holiday hours shall count as time worked for the purposes of calculating overtime. For the purpose of earning overtime pay or compensatory time, such time must be authorized by the Health Officer or his or her designee, unless unforeseen circumstances prohibit prior approval and such approval is submitted to a supervisor on the following work day.

SECTION 2: Compensatory time will be recorded on the basis of time actually spent working and will be taken on the basis of actual compensatory time off. Non-exempt employees as defined by FLSA or other applicable state or federal law, shall earn compensatory time at one and one half per one hour worked.

SECTION 3: Non-exempt staff members shall receive overtime compensation at the rate of one and one-half (1 & 1/2) times the regular straight time hourly pay rate for all hours worked in excess of forty (40) hours in a work week.

SECTION 4: The Health Officer or supervisor shall notify the staff members of available compensatory time or overtime as far in advance as is possible. The Health Officer shall first attempt to offer compensatory time or overtime to the staff member who customarily performs the kind of work required, and the most senior staff member in that category shall have the right of first refusal, with the next senior staff member being offered the compensatory time or overtime and so on.

SECTION 5: Job related travel may be authorized, as needed, in the conduct of departmental business. If such travel is scheduled for other than the staff member's typical work day or work week, this time will be considered as flexible work hours and the staff members' work schedule modified appropriately. Mode of travel and travel time will be based on consideration of the most cost effective means of travel, as well as the current driving and weather conditions, and will be mutually agreed on by the supervisor and staff member involved. In the event that automobile travel is chosen over air travel by the staff member for personal reasons, time away from the job for automobile travel, insofar as it exceeds the time required for air travel may be charged against the staff members accrued vacation time. Other expenses incurred during this excess time are the staff member's responsibility and not reimbursable. In the event that air travel would be cheaper than automobile travel selected by the staff member, the staff member will be reimbursed in an amount equal to that of airfare.

SECTION 6: Compensatory time shall be used within twelve (12) pay periods from the date it was earned, and not more than thirty six (36) hours may be accumulated. Compensatory time shall be used prior to using vacation and personal leave. The Health Officer shall maintain up-to-

date and accurate records of compensatory time accrued by staff members in the unit, and shall make such records available to the staff member upon request.

ARTICLE XIII - CLASS SPECIFICATIONS/JOB DESCRIPTIONS

Job descriptions for each of the positions included in the bargaining unit are available upon request from the Administration offices. The development of such job descriptions shall be the exclusive purview of the Board and the Health Officer acting as their agent, consistent with the authorities established in the Management Rights provisions of this Agreement. However, the MFPE shall be notified in writing of any changes in such job descriptions at least ten (10) days before such changes become effective.

ARTICLE XIV - STAFF DEVELOPMENT/TUITION REIMBURSEMENT

The Board and MFPE recognize the importance of increasing the educational status of Bargaining Unit Members. To that end, The Board establishes tuition reimbursement. Tuition associated with classes taken at a college or university for the furtherance of a staff member's educational status and with clear benefit to the Department will be reimbursed. Tuition will be capped at a lifetime maximum of \$5000.00 for each staff member. Any receipt of tuition reimbursement prior to July 1, 2016, will be counted in the \$5000 lifetime maximum. Time spent in class or studying, as well as any associated travel, will not be considered working time.

Tuition reimbursement will be considered for staff members that have been employed with the Department for at least one year. Before any approval of tuition reimbursement will be granted, a written request shall be submitted to the Health Officer at least 30 days prior to starting the course. The request shall be submitted on the "FLATHEAD COUNTY EDUCATIONAL ASSISTANCE REQUEST FORM" with appended information describing the course and any other information relevant to the request.

Tuition will be reimbursed after submission of proof that the staff member has successfully-completed the course(s). A successfully-completed course requires a letter grade of C or better (or any equivalent grade). Classes taken on a pass/fail basis will not be considered for reimbursement.

Staff members that receive tuition reimbursement will be required to maintain their employment with the Department for 2080 compensated hours for every \$1000 of reimbursement. Staff members leaving or discharged prior to fulfilling this requirement will be required to repay the Department remaining prorated balance.

Example:

\$1500.00 course completed = Employee would need 3120 compensated hours for the full balance to be satisfied.

- If the employee resigned, transferred out of the Health Department, or was discharged after only 2316 compensated hours, the employee would need to pay the remaining \$386.54 balance. Mathematical Example: $1500 - [(2316/3120) \times 1500.00] = \386.54 .

ARTICLE XVI-HOLIDAYS

SECTION 1: In accordance with state law, the Board recognizes the following holidays:

New Year's Day (January 1)
 Martin Luther King's Birthday (Third Monday in January)
 President's Day (Third Monday in February)
 Memorial Day (Last Monday in May)
 Independence Day (July 4)
 Labor Day (First Monday in September)
 Columbus Day (Second Monday in October)
 Veterans Day (November 11)
 Thanksgiving Day (Fourth Thursday in November)
 Christmas Day (December 25)
 General Election Day for the State of Montana

SECTION 2: If any of the above holidays fall upon a Saturday or Sunday, the preceding or following day shall be declared a Flathead City-County Health Department holiday consistent with state-declared holidays.

SECTION 3: Full-time and part-time staff members required to work on a holiday shall be paid holiday pay, or another day off with pay, and overtime or compensatory time at a rate of one and one-half (1 1/2) hours for each hour worked.

SECTION 4: Part-time permanent staff members shall be granted holiday on a prorated basis as per County policy.

ARTICLE XVII-LEAVES

SECTION 1: Annual Leave shall be granted and used in accordance with Mont. Code Ann. §§ 2-18-611 to -617.

- a. Annual leave credits shall be earned and credited at the end of each pay period.

SECTION 2: Sick Leave will be granted in accordance with Mont. Code Ann. §2-18-601 and 2-18-618.

- a. Staff members who become ill will be paid for all days lost to the extent of their accrued sick leave, provided that they may be required to furnish a medical certificate. Staff members must request payment of sick leave within seven (7) days after returning to

work.

- b. In the event of an accident to a staff member compensable by Workers Compensation Insurance, the staff member may, at their option, elect to use eligible sick leave credits toward the waiting period provided in Mont. Code Ann. § 39-71-736, and following completion of the waiting period, elect to use accrued vacation time to insure a total payment of an amount equivalent to the monthly wage without overtime.
- c. Should a staff member become ill during their vacation, the staff member may take sick leave for the period of their illness in lieu of vacation leave upon the condition that a written verification of the illness is provided by a licensed health care professional to the Health Department.
- d. It is the responsibility of each staff member to notify the supervisor, Health Officer, or their designee of the illness and inability to report for duty.
- e. Staff members may directly grant earned sick leave credits and receive direct grants of sick leave credits earned by the grantee as set forth in the Flathead County Personnel Policies and Procedures Manual.

SECTION 3: Bereavement Leave: Staff members shall be allowed a maximum of five (5) working days, not to exceed 40 hours, with pay to attend to a death in the immediate family on each occasion (non-accumulative). Upon receipt of the Attorney General's opinion on bereavement leave, this section will be removed from the contract if paid bereavement leave that is not charged to paid sick leave is deemed to be illegal.

SECTION 4: Jury Duty and Witness Leave will be granted and used in accordance with Mont. Code Ann. § 2-18-619.

SECTION 5: Military Leave will be granted and used in accordance with Mont. Code Ann. § 10-1-1001 to -1027.

SECTION 6: Personal Leave:

- a. Sixteen (16) hours per year shall be allowed each full-time staff member, with pay, to attend personal matters. Personal leave shall be pro-rated for part-time employees.
- b. Personal leave may not be used until the staff member has been employed for at least 3 consecutive months.
- c. Personal leave shall not be subject to accrual from year to year.
- d. There shall be no cash reimbursement for unused personal leave at any time.

SECTION 7: Leave Without Pay:

A leave of absence without pay is a period of unpaid absence from employment provided by the Department that does not result in a break in service. Leaves of absence without pay are contingent on the approval of the Health Officer on a case-by-case basis.

- a) **Requests, Qualifications, and Procedures:** Requests for leave of absence without pay shall be in writing and specifically state the reasons for the request, the date the employee wishes to begin the leave, and the return-to-work date. The request shall be submitted by the employee to the Health Officer. The Health Officer shall make a decision based upon the best interest of the Department, giving due consideration to the reasons given by the employee and the requirements of any departmental procedures and applicable state and federal laws. The Health Officer may grant a permanent, temporary, or seasonal employee a leave of absence without pay not to exceed 160 hours in any rolling twelve (12) month period, prorated for part-time employees. The Board of Flathead County Commissioners may grant an extension of leave without pay. This leave will be granted only upon written recommendation of the Health Officer and requests for such leave shall be made one month in advance. No sick leave, holiday, annual vacation benefits, or any other fringe benefits shall accrue while an employee is on leave of absence without pay. An employee may continue to participate in the Flathead County insurance plan, but the employee must pay 100% of the premiums in a manner prescribed by the Plan Administrator. Employees may be required to use all appropriate accrued leave or compensatory time before a leave of absence without pay. However, Flathead County may not require an employee to exhaust annual leave balances for reasons of illness unless he/she agrees.
- b) **Returning to Work:** The staff member on leave for greater than 90 calendar days will be placed in the first available position for which they are qualified following return from leave. Members on leave for ninety (90) calendar days or fewer shall be reinstated to their former position upon timely return from leave. A staff member who fails to return to work following termination of the leave shall be considered to voluntarily quit. The staff member shall not engage in other employment during the leave without the prior approval of the Board.
- c) Leave of absences without pay shall run concurrently with eligible FMLA, military leave, or other protected leaves.

SECTION 8: Maternity Leave and Parental Leave:

The maternity and parental leave provides for unpaid leave for eligible employees associated with the birth or placement of a child. Employees should give at least 30 calendar days' advance oral or written notice of the need for leave, or as soon as practical when advance notice is not possible.

- a. **Maternity Leave:** Maternity leave is an unpaid leave of absence available to female employees for temporary disability because of pregnancy and delivery. Montana law requires female employees receive a reasonable leave of absence for maternity leave.

"Reasonable leave" is determined case-by-case and is based upon the employee's ability to perform her job. The Montana Human Rights Bureau provides guidance regarding what is reasonable leave, stating that an employee is entitled to a reasonable leave of absence for the temporary disabilities associated with childbirth, delivery, and related medical conditions. The employer may not place restrictions on the leave which would not apply to leaves of absence for any other valid medical reason. In the case of normal pregnancy and delivery, the state assumes a minimum of six (6) calendar weeks after the birth of a child as a reasonable period for recovery. Leave may be longer if the employee is unable to perform her job prior to delivery or if additional leave after delivery related to the pregnancy is needed and reasonable. Employees may voluntarily return to work before the minimum six (6) week maternity leave expires if they submit a medical release and inform their supervisor two (2) weeks in advance of the new return date. Upon return from maternity leave, the employee must be reinstated to the employee's original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

- b. Parental Leave: Parental leave applies to both male and female employees. If the employee has FMLA leave available, that leave shall be used instead of parental leave. However, if no FMLA leave is available, parental leave is an unpaid leave of absence for permanent, seasonal, and temporary employees not to exceed 15 working days immediately following the birth or placement of a child. Employees may be required to provide documentation for the use of parental leave. Both maternity and parental leaves are unpaid. However, employees may request to use accrued paid leave concurrently with maternity or parental leave. For eligible employees, paid leave (sick, vacation or compensatory time) and FMLA shall run concurrent with any maternity or parental leave.

SECTION 9: Educational Leave Without Pay Leaves of absence without pay for a period not to exceed twelve (12) consecutive months may be granted a staff member to pursue a full-time, formal education program upon giving the Board thirty (30) days advance notice. The Board shall be responsible for authorizing any such leave. Upon completion of the leave of absence, the staff member shall have the right to return to his or her previously held position or a substantially equivalent position. The appropriate position shall be in accordance with the Vacancies and Promotions provision of the contract. Seniority shall not accrue during this leave.

SECTION 10: Absence Without Leave: Any unauthorized absence of a staff member from duty shall be considered absence without leave. Such absence may warrant deduction of pay and/or disciplinary action. Absence without leave for two or more consecutive workdays shall result in termination proceedings upon the staff member. Extenuating circumstances or an unusual situation may warrant reinstatement of the staff member and/or the granting of pay for leave at the discretion of the Board.

SECTION 11: Extended Leave of Absence: With permission from the Health Officer, permanent staff members shall be entitled to take a leave of absence without pay for extended illness or personal injury or death of a husband, wife or child, provided that the staff member furnish medical verification to the Health Officer. This leave of absence shall not exceed twelve (12)

consecutive months.

SECTION 12: Miscellaneous Leave Provision: Health Officer and/or Board of Health may authorize leave with pay for other emergency, special, or unusual circumstances. Requests for such leaves must be made in writing to the Health Officer at least three (3) days in advance, except in case of emergency.

ARTICLE XVIII - TERMINATION

Termination pay will be paid in accordance with Mont. Code Ann. § 39-3-205. Except as authorized by this statute, all the unpaid wages of the employee are due and payable on the next regular payday for the pay period during which the employee was separated from employment or 15 days from the date of separation from employment, whichever occurs first, either through the regular pay channels or by mail if requested by the employee. A staff member of the City-County Health Department who receives a lump-sum payment and who is again employed by the City-County Health Department shall not be credited with any sick leave for which compensation has been received.

ARTICLE XIX - OUTSIDE EMPLOYMENT

The staff member shall inform the Board of intent to engage in outside employment. Any staff member may engage in outside employment, which does not interfere with the staff member's job performance, and does not constitute a conflict of interest, or does not involve use of the Board property, facilities, authority, or name.

ARTICLE XX - COMPENSATION

SECTION 1: Employees in the bargaining unit shall be classified and compensated in accordance with the Position Classification and Salary Plan. See Health Department Matrix System FY2020.

SECTION 2: Pay Plan for Flathead City-County Health Department:

- a. The pay plan is based on cost of living and increases in service to the community because of time in service, continuing education, and experience. Annual cost-of-living increases will increase base pay scales. Annual step changes within grades will be based upon a combination of time in service, increase in productivity, and changes in job duties.
- b. 1.6 % increase exists between steps 2 through 25
- c. A 5% step increase exists between steps 1 and 2.
- d. Staff members will be advanced one (1) step annually on their position anniversary date.
- e. Existing staff members will be placed in the Plan based upon their present pay levels and

longevity.

- f. New employees may be hired off of step 1, to a higher step, based upon the needs of the Department and the prior training and experience of the candidate. At the discretion of the Health Officer, new employees may receive one year of credit for every two years of prior service employed in the same discipline and position. Such candidates are still subject to the probationary period in Article VI.
- g. Division Directors may, with the permission of the Health Officer, advance personnel up to three (3) full pay steps based upon special training and changes/additions in work duties. Such changes/additions may only take place after the employee has been working for a period of at least one year. Changes/additions in work duties will be written and agreed upon by the Health Officer and staff member. If at any point the additional job duties are no longer completed the steps will be removed. The staff member will be provided a minimum of thirty (30) days written notice of the Health Officer's intent to remove the additional work duties.
- h. Employees who have received and maintain a special certification in in the employee's overall field of practice shall be compensated with an increase of three steps. Certifications shall be issued by a nationally certifying institution or a state or federal agency. Examples of such certifications include Certified in Health Education Specialist (CHES), Certified Medical Assistants and Certified in Public Health (CPH). Approval of certifications shall be at the discretion of the Health Officer. The employee shall be responsible for providing documentation displaying that the certification has been maintained in order to continue the three-step increase.
No employee will be compensated for more than one certification or any certification required for employment. Newly hired employees who hold certification as provided in this section may receive the appropriate compensation upon hire.

The parties agree to meet through the Labor Management Committee to establish a list of accepted certifications by job position.

- i. Staff members covered by this contract, who are promoted to another position in a higher grade during the term of this contract, shall be placed at the appropriate grade, and the first step which yields a minimum of 5% increase over the hourly wage received prior to the promotion. However, that staff member shall not be allowed to exceed the maximum amount of the appropriate wage for that position.
- j. The anniversary date for staff members shall be calculated from their last date of hire with the FCCHD. If the staff member is promoted, the date of promotion shall become the staff members' new anniversary date for movement on the salary scale. The actual date of hire will be used for calculating seniority.
- k. There are nine (9) grades within the Pay Plan.

GRADE 1 - Typically high school educated, limited experience, on-the-job trained. Positions Covered: Health Program Assistant I, Animal Shelter Attendant.

GRADE 2 - High school educated possibly with additional education and certification. Higher level of experience and training than Grade 1. Positions Covered: Health Program Assistant II, Animal Center Keeper, Animal Shelter Admin Asst. Volunteer Coordinator, Home Health Aide, Outreach/Eligibility Worker, Administrative Support Specialist-Generalist.

GRADE 3 - High school educated (possible Associates Degree, not in a professional or para-professional field of employment) providing support duties. Self-directed and with a high level of service coordination capability. Higher level of experience and training than Grade 2. Position Covered: Administrative Support Specialist-Medical Billing, Medical Service Assistant, Clinic & Patient Support Assistant, Dental Assistant, Clinic Support and Data Specialist.

GRADE 5- Typically persons with Associates Degrees or specialized equivocal Para-professional or professional training/education in the particular technical field. Duties are Para-professional in nature. Position Covered: Environmental Health Technician, Mosquito Control Technician.

GRADE 5b- Licensed Practical Nurses.

GRADE 6 – Staff members with a minimum of Baccalaureate preparation that is recognized to conduct professional level services in their particular field of employment. Positions Covered: Health Promotion Specialist, Sanitarian-in-Training, Social Worker, Certified Professional Authority/WIC Professional Services, Integrated Care Manager.

GRADE 7- Staff members with a minimum of Baccalaureate preparation and registration with an accrediting body that is recognized by the Board of Health to conduct professional services in their particular field of employment. Positions Covered: Registered Sanitarian, Registered Dietician.

GRADE 8- Associate of Science Prepared Registered Nurse.

GRADE 9 - Bachelor of Science Prepared Registered Nurse.

ARTICLE XXI - HEALTH INSURANCE

The Employer shall provide a health benefits plan for the Employees of Flathead County, Montana, now in effect and as it may subsequently be amended by the County at its discretion. Employees may elect or decline this coverage during the prescribed periods noted in the plan's Summary Plan Description book. The amount of premium paid for staff member and/or dependent coverage shall be determined by the County at its discretion, provided that the staff member covered by the terms of this Agreement shall receive the same amount of county payment toward the premium as it pays for other staff members of the County.

ARTICLE XXII - SPECIAL PROVISIONS

LABOR-MANAGEMENT COMMITTEE

SECTION 1: In order to facilitate communication and resolve issues of mutual interest, it is agreed that bargaining unit members will be allowed to serve on a Labor/Management Committee to confer on day-to-day work related problems. Labor and Management shall each be charged with establishing the composition of their respective committees of up to four (4) members each. Meetings will be held upon the request of either party, within 30 days of a request that meets the needs of Section 2, at a date and time as mutually agreed to between the parties .

SECTION 2: The request for a meeting must contain an Agenda of the items to be discussed. It is understood that the committee does not discuss items that are currently the subject of an active grievance or items which properly belong in the collective bargaining process without consulting both the Board and the Bargaining Agent.

VACCINATION/TUBERCULOSIS SCREENING

SECTION 1: Except for medical reasons, health department staff members shall be required to receive complete immunization for vaccine-preventable diseases. To reduce absenteeism, the possibility of a life-threatening disease and the possibility that members of the staff will communicate vaccine-preventable disease(s) in the normal course of work, vaccines shall be administered as recommended by the Advisory Committee on Immunization Practices (ACIP) to prevent or reduce the possibility of contracting the following diseases:

- Measles, Mumps, Rubella (all staff)
- Diphtheria, Pertussis and Tetanus (all staff)
- Influenza (all Staff)
- Hepatitis B (Clinically-oriented staff)
- Pre-Exposure rabies (Animal Shelter Staff only)

SECTION 2: All new and existing staff members will be required to have tuberculosis testing as specified in the Employee TB Testing Procedure (2016-01-HA).

SECTION 3: Staff members of the Flathead Community Health Center division, Reproductive Health Services division, the Community Health Services division would fall into the category of clinically-oriented staff. Staff may be added as clinically-oriented staff only after concurrence by MFPE.

CLOTHING ALLOWANCE

The Board of Health shall provide an annual \$100 clothing allowance to each non-probationary

employee on a pro-rated basis based upon number of hours scheduled to work. This allowance shall cover items through a provider chosen by the Board or other provider as approved by the Health Officer. This allowance shall also cover the costs of emblems placed on articles of clothing purchased.

LICENSES

The Board shall pay for all professional licenses required for employment on a pro-rated basis based upon number of hours scheduled to work.

ARTICLE XXIII- SEVERABILITY

In the event that any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decrees, such decisions shall not invalidate the entire agreement, it being the express intention of the parties hereto, that all other provisions not declared invalid or unenforceable, shall remain in full force and effect. If either party requests a meeting to discuss the portion of the agreement that may be materially affected or invalid, the parties will communicate and/or meet within a reasonable timeframe.

ARTICLE XXIV - TERM

This Agreement shall be effective July 1, 2019 and continue in effect through the 30th day of June 2022. The Agreement shall automatically renew from year thereafter unless during the month of January in the year the contract expires either party gives notice to the other in writing of a desire to open the Agreement for negotiations.

ARTICLE XXV - EMBODIMENT

It is agreed by the parties who have executed this Agreement that this contract set forth the entire agreement between the Board and the MFPE and that during the course of collective bargaining each party had the unlimited right to offer, discuss, accept or reject proposals and, therefore, for the term of this contract no further collective bargaining shall be had upon any provision of the agreement, nor upon any proposal which was offered and discussed but was not made a part of this agreement unless mutually agreed to by both parties. Furthermore, there shall be no verbal or written agreement between the Board and the MFPE in violation or contravention of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
19th day of September, 2019.

FOR THE BOARD OF HEALTH: **FLATHEAD CITY-COUNTY BOARD OF HEALTH**



Dr. P. David Myerowitz, Chair

FOR THE MFPE:



Wendy Olson Hansen, Local 7719 President



Eric Fever, MFPE President