

---

# **Collective Bargaining Agreement**

July 1, 2018 – June 30, 2022

**Montana State Fund**

**and**

**Montana Public Employees Association**

# Table of Contents

<b>Preamble.....</b>	<b>1</b>
<b>Article 1. Recognition.....</b>	<b>2</b>
Section 1. Sole and Exclusive Representative.....	2
Section 2. Employer's Recognition Withdrawn .....	2
<b>Article 2. Association Rights.....</b>	<b>2</b>
Section 1. Designation of Official Spokesperson .....	2
Section 2. Officers and Representatives Notification .....	2
Section 3. Internal Association Business.....	2
Section 4. Association Staff Visits with New Employees .....	2
Section 5. Association Staff Visits to Work Areas.....	3
Section 6. Association Use of Bulletin Boards .....	3
Section 7. Association Access to Personnel Files .....	3
Section 8. Association Use of Employer's Facilities .....	3
<b>Article 3. Association Security/Membership .....</b>	<b>3</b>
Section 1. Representation Fee .....	3
Section 2. Membership Dues.....	3
Section 3. Default and Discharge.....	4
Section 4. Employee List to Association .....	4
Section 5. Employer Held Harmless Clause.....	4
<b>Article 4. Employer Rights .....</b>	<b>4</b>
<b>Article 5. Employer Security .....</b>	<b>5</b>
Section 1. Association Liability/Striking Employees .....	5
<b>Article 6. Non-Discrimination .....</b>	<b>5</b>
Section 1. Opposition to Discriminatory Practices .....	5
<b>Article 7. Labor/Management Committee .....</b>	<b>5</b>
Section 1. Purpose .....	5

<b>Article 8. Pay and Hours .....</b>	<b>5</b>
Section 1. Wages and Salary .....	5
Section 2. No Guarantee of Hours Worked .....	6
Section 3. Regular Workday .....	6
Section 4. Meal Breaks and Rest Periods .....	6
Section 5. Regular Workweek .....	6
Section 6. Designated Workweek.....	6
Section 7. Change of Work Schedule .....	6
Section 8. “On Call” Assignment .....	7
Section 9. Call Outs .....	7
Section 10. Staggered Work Hours .....	7
Section 11. Direct leader or Management Assistance.....	7
Section 12. Overtime Pay .....	8
<b>Article 9. Work Schedules .....</b>	<b>8</b>
Section 1. Flexible (temporary) Work Schedule.....	8
Section 2. Alternate Work Schedule .....	8
Section 3. Requests for Flexible or Alternate Work Schedule.....	8
<b>Article 10. Employee Security .....</b>	<b>9</b>
<b>Article 10. Employee Security .....</b>	<b>9</b>
Section 1. Threat to Employee Well-being .....	9
<b>Article 11. Grievances and Arbitration .....</b>	<b>9</b>
Section 1. Dispute Resolution .....	9
Section 2. Agreements Under Article.....	9
Section 3. Definition of Grievance.....	9
Section 4. Informal Grievance Procedure.....	10
Section 5. Formal Grievance Procedure.....	10
Section 6. Time Limits.....	10
Section 7. Appointee Replacement.....	10
Section 8. Arbitration .....	11
<b>Article 12. Holidays.....</b>	<b>11</b>

Section 1. Recognized Holidays.....	11
Section 2. Holiday Pay Eligibility.....	11
Section 3. Premium Holiday Pay .....	12
Section 4. Scheduled Day Off on a Holiday.....	12
<b>Article 13. Leaves .....</b>	<b>12</b>
Section 1. Jury and Witness Duty .....	12
Section 2. Extended Leave .....	12
Section 3. Sick Leave .....	12
Subsection 1. Notification of Absence Because of Illness .....	12
Subsection 2. Utilization of Accrued Sick Leave .....	13
Subsection 3. Illness While on Annual Leave .....	13
Subsection 4. Requirement of a Doctor's Certificate .....	13
Subsection 5. Sick Leave Coinciding With a Holiday.....	13
Subsection 6. Emergency Leave .....	13
Section 4. Annual Leave.....	14
Section 5. Military Leave .....	14
Section 6. Workers' Compensation Leave .....	15
Section 7. Family and Medical Leave Act (FMLA) .....	15
Section 8. Emergency Services Leave.....	15
Section 9. Leave Without Pay .....	15
Section 10. Personal Leave Plan.....	15
<b>Article 14. Job Security .....</b>	<b>16</b>
<b>Article 14. Job Security .....</b>	<b>16</b>
Section 1. Probationary Period.....	16
Section 2. Adjustment Period with Promotion, Transfer or Demotion of Permanent Employees .....	16
Section 3. Discharge of Permanent Employee.....	16
<b>Article 15. Reductions in Force.....</b>	<b>16</b>
Section 1. Layoff .....	17
Section 2. Selection for Layoff .....	17
Section 3. Preference .....	17

<b>Section 4. Recall from Layoff.....</b>	<b>17</b>
<b>Section 5. Benefits.....</b>	<b>18</b>
Subsection 1. Severance Pay and Insurance Coverage.....	18
Subsection 2. Retirement.....	18
<b>Article 16. Seniority .....</b>	<b>18</b>
Section 1. Computed from Employment Date .....	18
Section 2. For Part-Time Employees.....	18
Section 3. During Layoff or Leave Without Pay .....	18
<b>Article 17. Vacancies and Promotions .....</b>	<b>189</b>
Section 1. Announcement Procedures .....	19
Subsection 1. Notice Requirements.....	19
Subsection 2. Consideration of All Applications.....	19
Subsection 3. Length of Announcement.....	19
Subsection 4. Internal or External Announcement.....	19
Subsection 5. Selection Preference.....	19
<b>Article 18. Job Sharing.....</b>	<b>19</b>
Section 1. Creation of Position.....	19
Section 2. Vacancy in Position.....	20
<b>Article 19. Education and Training .....</b>	<b>20</b>
Section 1. Training Opportunities .....	20
Section 2. Employer Financial Participation .....	20
<b>Article 20. Employee Records .....</b>	<b>20</b>
Section 1. Additions to Personnel File .....	20
Section 2. Removals from Personnel File .....	21
Section 3. Temporary Contents of Personnel File.....	21
Section 4. Non-Conformity with Provisions .....	21
<b>Article 21. Public Employees' Retirement System.....</b>	<b>21</b>
<b>Article 22. Notification.....</b>	<b>21</b>
<b>Article 23. Employee Relocations .....</b>	<b>21</b>

<b>Article 24. Work Attire .....</b>	<b>22</b>
Section 1. Dress Code .....	22
Section 2. Uniforms, Protective Clothing and Protective Devices .....	22
<b>Article 25. Other .....</b>	<b>22</b>
Section 1. Mileage .....	22
Section 2. Disciplinary Action .....	22
Section 3. Business Equipment .....	22
<b>Article 26. Severability .....</b>	<b>22</b>
<b>Article 26. Severability .....</b>	<b>23</b>
Section 1. Invalid Provision .....	23
<b>Article 27. Entire Agreement .....</b>	<b>23</b>
Section 1. Exercise of Rights and Opportunities .....	23
Section 2. Additional Right of Employer .....	23
<b>Article 28. Term of Agreement .....</b>	<b>23</b>
Section 1. Effective Date and Duration .....	23
<b>Article 29. No Strike/No Lockout .....</b>	<b>24</b>
Section 1. No Strike .....	24
Section 2. No Lockout .....	24
<b>Signatures .....</b>	<b>25</b>

## **Preamble**

This Agreement is made and entered into this 2nd day of April 2018 between the Montana State Fund, hereinafter referred to as the “Employer”, and the Montana Public Employees Association, to be succeeded by its successor organization effective September 1, 2018, the Montana Federation of Public Employees, hereinafter referred to as the “Association”. 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, to prevent interruption of work and interference with the efficient operation of the State of Montana, and to set forth herein a basic and complete Agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. It is understood that the Employer is engaged in furnishing an essential public service, which vitally affects health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

## **Article 1. Recognition**

### **Section 1. Sole and Exclusive Representative**

The Employer recognizes the Association as the sole and exclusive representative of all employees within this bargaining unit, hereinafter referred to as “Employees”, as defined and certified by the Board of Personnel Appeals and as modified by the parties.

### **Section 2. Employer’s Recognition Withdrawn**

It is understood that the Employer’s recognition of the Association as exclusive representative for a bargaining unit will be withdrawn if the Association is decertified through the procedure established by the Board of Personnel Appeals.

## **Article 2. Association Rights**

### **Section 1. Designation of Official Spokesperson**

In the event the Association designates a member Employee to act in the capacity as official spokesperson for the Association on any matter, such a designation will be made in writing to the Vice President of Human Resources by the Executive Director of the MPEA, prior to speaking on behalf of the Association and will specify the period covered by the designation.

### **Section 2. Officers and Representatives Notification**

A written list of the accredited officers and representatives of the bargaining unit will be furnished to the Employer’s Vice President of Human Resources immediately after their election and the Employer’s Vice President of Human Resources will be notified of any changes of said representatives within five (5) working days.

### **Section 3. Internal Association Business**

The internal business of the Association will be conducted by the Employees during their non-duty hours. It is understood, however, that bargaining unit representatives serve the needs of bargaining unit members and will not be called upon by management to conduct internal business of the Association unless mutually agreed.

A bank of 40 hours will be granted for Union Negotiations Preparation.

### **Section 4. Association Staff Visits with New Employees**

The Association will be allowed to introduce, provide Association material as previously provided to the Vice President of Human Resources, or their designee, and explain the purpose of the Association to new employees of MSF during initial orientation, customarily on the first day of employment. This meeting will be collaborative and constructive in nature with a member of the MSF Human Resources Department in attendance.



## **Section 5. Association Staff Visits to Work Areas**

The Association's staff will be allowed to visit Employee work areas during work hours and confer on employment relations matters, provided that such visitations will be coordinated in advance with the Vice President of Human Resources or their designee, and will not unduly disrupt work in progress.

## **Section 6. Association Use of Bulletin Boards**

The Association may utilize a reasonable amount of space on bulletin boards currently used for Employee notices, as determined by the Employer. No derogatory information concerning the Employer will be posted by the Association.

## **Section 7. Association Access to Personnel Files**

The Association's designated external bargaining unit representative will, with the written approval of the Employer, and with twenty-four hours notice, or as mutually agreed, to the Vice President of Human Resources, or their designee, have the right to inspect an Employee's personnel file, with the exception of medical information unless the issue involves such matters, and only where justification is advanced for such access by the Association.

## **Section 8. Association Use of Employer's Facilities**

The Association may be allowed to use the Employer's facilities for Association meetings contingent upon availability and the Employer's approval. The Association will be liable for any damages as a result of such use.

## **Article 3. Association Security/Membership**

### **Section 1. Representation Fee**

Employees covered by the terms of this Agreement will not be required to become members of the Association but must, as a term and condition of employment, pay a representation fee to the Association.

### **Section 2. Membership Dues**

Upon receipt of written authorization from an Employee covered by this Agreement, the Employer will deduct from the Employee's pay the amount owed to the Association by such Employee for membership dues or a representation fee. The Employer will remit to the Association such sums within 20 working days. Changes in the Association membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and will be done at least 20 working days in advance of such change.

### **Section 3. Default and Discharge**

All Employees covered by the terms of this Agreement will, within 20 working days of the signing of this Agreement, or within 20 working days of employment, whichever are later, pay membership dues or the representation fee to the Association. Employees who fail to comply with this requirement will be discharged by the Employer within 20 working days after receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after the 20 working day period specified above. The Employer will initiate appropriate discharge actions under this Section to ensure discharge of the affected Employee(s) on the 20th working day from receipt by the Employer of the Association's written notice of default and demand for discharge.

### **Section 4. Employee List to Association**

The Employer, within 20 working days of the signing of this Agreement, will present the Association with a list of names and addresses of all current Employees covered by this Agreement, and will update such list each month for all new hires.

### **Section 5. Employer Held Harmless Clause**

The Association will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

## **Article 4. Employer Rights**

(In Compliance with State statute 39-31-303, M.C.A.)

The Association will recognize the prerogatives of the Employer to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

- 1) direct Employees;
- 2) hire, promote, transfer, assign, and retain Employees;
- 3) relieve Employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;
- 4) maintain the efficiency of Employer operations;
- 5) determine the methods, means, job classifications, and personnel by which the Employer operations are to be conducted;
- 6) take whatever actions may be necessary to carry out the missions of the Employer in situations of emergency; and
- 7) establish the methods and processes by which work is performed.

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

## **Article 5. Employer Security**

### **Section 1. Association Liability/Striking Employees**

The Association hereby accepts liability for any damage to or loss of state property that is the proximate cause of action taken by striking Employees of this bargaining unit, provided however that liability under this Section will be restricted to physical damage to real and personal property, and will not include any alleged loss of revenue or other incidental or punitive damage sought by the Employer.

## **Article 6. Non-Discrimination**

### **Section 1. Opposition to Discriminatory Practices**

The Employer and the Association 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, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin and ancestry.

## **Article 7. Labor/Management Committee**

### **Section 1. Purpose**

To encourage and enhance open communications and problem solving between the Association and the Employer. The Association or the Employer may elect to use the Interest Based Problem Solving process to address unforeseen issues or contract clarification.

## **Article 8. Pay and Hours**

### **Section 1. Wages and Salary**

The Employer is committed to making the business decisions necessary to support a competitive pay-for-performance compensation program which supports the on-going viability of the Employer's business environment. The Employer's compensation program and primary objective of the Employer's compensation program is to attract, retain, and motivate Employees of the caliber necessary to achieve the Employer's mission. The primary components that drive the success of the program are the ability to:

- Set competitive salaries against the marketplace;
- Reward performance;
- Value a high-performance culture;
- Provide opportunities for productive Employees to succeed and grow.

Employees are eligible to participate in the Employer's incentive program (per the Program rules/guidelines and as approved by the Employer's Board of Directors). Employees are encouraged to review the Employer's Compensation Program located on the Employer's Intranet.

The employer agrees to communicate and review the Market, Merit and Pay Range information with the MPEA Field Representative annually, prior to implementation.

## **Section 2. No Guarantee of Hours Worked**

Nothing in this Agreement will be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided for herein or by statute.

## **Section 3. Regular Workday**

A regular workday generally consists of at least eight (8) continuous hours of work unless an alternate work schedule has been approved in writing by the Employer. All regular full time Employees are expected to work a regular workday each day of their regular or designated work week unless exceptions have been approved by the supervisor.

Employees must adhere to the Employer's policy on Work Schedules and Attendance.

## **Section 4. Meal Breaks and Rest Periods**

For each 8-hour workday, the normal meal period will be one (1) hour in length. The normal meal period of one (1) hour can be altered by written mutual Agreement between the Employee and direct leader. Altered normal meal periods will be no less than one-half (1/2) hour and no more than one and one-half (1-1/2) hours.

A normal rest period will be provided during each four (4) continuous hours worked.

Employees will adhere to the Employer's policy on Meal Breaks and Rest Periods.

## **Section 5. Regular Workweek**

A regular workweek will consist of five (5) regular workdays, Monday through Friday inclusive, totaling 40 hours. Each Employee will be expected to work a regular work week. An Employee may request an alternate work week. Provided, that the altered schedule does not hamper the operation of the Employer and is approved by the Supervisor.

## **Section 6. Designated Workweek**

In work areas where a regular workweek is not feasible, Employees may be assigned to a designated workweek by mutual Agreement. In the event that mutual Agreement cannot be reached with any Employee, the Employee with the least seniority within a classification will be assigned to the duty. A designated workweek will consist of 40 hours composed of any five (5) consecutive workdays, immediately followed by two (2) calendar days off.

## **Section 7. Change of Work Schedule**

Employees placed on a regular or designated work schedule will not have their work schedule changed unless given 10 working days notice of the change, except in emergency situations.

## **Section 8. “On Call” Assignment**

“On Call” assignments will be provided to Employees in writing. On Call assignments are scheduled and/or assigned as a regular rotation to provide assistance during non-business hours with organizational production systems.

Full-time and permanent part-time Employees who are assigned by their direct leader to be “On Call” will be paid an On-Call stipend at the rates listed below:

- \$40 for each day during their designated work schedule.
- \$90 for each day that is a designated day off, including holidays.

## **Section 9. Call Outs**

A “Call-Out” is defined as an unusual and/or unplanned event that requires immediate attention. Call-Outs must be initiated by a supervisor or an authorized designee.

Full-time and permanent part-time Employees who are called-out for work and report outside their regular shift will be paid as follows:

- \$65 per occurrence, in addition to their hourly rate of pay, for actual hours worked, in one hour increments, upon starting the work outside their regular work schedule on weekdays and weekends.
- or
- \$130 per occurrence, in addition to their hourly rate of pay, for actual hours worked, in one hour increments, upon starting the work during holidays.

Hours worked on a holiday, as a result of a Call-Out will be paid at the regular rate of pay except for non-exempt full-time Employees who will be paid at the rate of two and one-half (2-½) times his/her regular rate of pay, or at the Employee’s request and with management approval, 1 and ½ times his/her regular rate of pay and an equal number of hours off, to be taken at a time agreeable to the Employee and the Employer.

## **Section 10. Staggered Work Hours**

The Employer may schedule staggered working hours within the eight (8) hour workday by mutual Agreement.

## **Section 11. Direct leader or Management Assistance**

The Association agrees that it may be necessary on occasion for direct leader or management personnel to assist or perform the duties ordinarily assigned to bargaining unit members during normal working hours but not on a normally scheduled basis.

## **Section 12. Overtime Pay**

The designation for overtime pay, in accordance with the Fair Labor Standards Act (FLSA), is a 40 hour work week for all non-exempt Employees.

Hours in an annual/personal leave, sick/extended leave, holiday leave or compensatory time leave status are not considered hours worked for overtime purposes.

All overtime worked, for non-exempt Employees, must be requested in advance by the Employee and approved by the Employee's supervisor.

Unless weekend days are a part of an non-exempt Employee's designated workweek or an alternate or flexible work schedule, weekend hours that a non-exempt Employee is required to work will be paid at a premium rate of one and one-half times ( 1 ½ ) the Employees' regular rate of pay.

Positions that are exempt from the overtime requirements of the FLSA are also exempt from this section.

## **Article 9. Work Schedules**

### **Section 1. Flexible (temporary) Work Schedule**

For purpose of this Article the term "flexible work schedule" refers to a short-term temporary change to a normal work schedule. A flexible schedule is intended to meet short-term or one-time requirements. (The term "alternate work schedule" refers to a long-term change to a work schedule so that it becomes "normal" for that Employee and permanent in nature (see Section 2 below). The intent of a flexible work schedule is to accommodate either business needs and/or personal needs on a temporary, short-term basis. (For example, a schedule that begins at 7 AM to allow an Employee to contact clients not normally available at other times on an occasional basis, or a seasonal four (4) day/10 hour schedule to assist with child care needs.)

### **Section 2. Alternate Work Schedule**

Generally, Employees are expected to work eight (8) hours per day, five (5) days per week as described in Article 8, Pay and Hours. However, any mutually agreeable alternate work schedule that meets the general intent of this practice and does not exceed 40 hours of regularly scheduled work per week may be worked out between the Employee and the direct leader. The intent of this Article is to allow the direct leader and Employee to arrive at a normal work schedule that will accommodate needs of the business and the Employee's personal life.

### **Section 3. Requests for Flexible or Alternate Work Schedule**

An Employee may request a flexible or alternate work schedule at any time. The direct leader may grant or deny the request based on legitimate business requirements. The Employee will be told these reasons if the request is denied.



## **Article 10. Employee Security**

### **Section 1. Threat to Employee Well-being**

Employees will immediately report to the Employer any threat to their physical or mental well-being. The Employer will immediately investigate the circumstances and take appropriate action.

## **Article 11. Grievances and Arbitration**

### **Section 1. Dispute Resolution**

Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement.

### **Section 2. Agreements Under Article**

During the processing of any matter under this Article, the Association agrees not to strike, render unfair reports or cause slowdowns, and the Employer agrees not to lock out Employees represented by the Association.

### **Section 3. Definition of Grievance**

A grievance is defined as a dispute involving the interpretation, application, or alleged violation of a specific provision of this Agreement.

When the grievance is presented there will be set forth all of the following:

- The date of the grievable event.
- A complete statement of the grievance and facts upon which it is based, and must define the misinterpretation, application and/or violation of the specific provision of this Agreement.
- The rights of the individual claimed to have been violated and the remedy or correction requested.

If all information is not submitted appropriately, the Vice President of Human Resources will submit a request to the Employee and the Association for additional information. Time limits will not be placed on-hold during this process.

The performance management process and position classification are not grievable under this Article. The review process for these matters is set forth in the respective Employer published guidelines defining the performance management process and the position classification system.

## **Section 4. Informal Grievance Procedure**

Step 1. A grievance must be taken up with the Employee's direct leader within 15 working days of the grievable event. The immediate supervisor will have 10 working days to respond. The form of communication can be verbal or written, including e-mail messages. All grievances must be discussed with the direct leader prior to the filing of a formal grievance and no formal grievance may be filed until the direct leader has been given opportunity to attempt resolution. If the informal grievance procedure fails, the Employee may advance the grievance to Step 2 of the formal grievance procedure.

## **Section 5. Formal Grievance Procedure**

Step 2: If the grievance is not resolved informally, a formal grievance shall be presented in writing by the Association to the Employee's Vice President, with a courtesy copy to the Vice President of Human Resources within 10 working days from the receipt of the direct leader's response at the informal stage. The respective Vice President will have 10 working days from receipt of the grievance to respond in writing.

If the Vice President of Human Resources and Association agree, the Interest Based Problem Solving Process may be invoked prior to the decision at Step 2.

Step 3: If the grievance is not resolved at Step 2, it shall be presented to the Vice President of Human Resources or their designee within 10 working days of the receipt of the Step 2 response. The Vice President of Human Resources will have 10 working days to respond to the grievance in writing.

Step 4: Should the Association consider the decision of the Vice President of Human Resources unsatisfactory, the Association will, within 10 working days of receipt of such decision, notify the Vice President of Human Resources of its decision to take the grievance to final and binding arbitration.

In the case of a grievance resulting from a termination, either party may request an additional step of non-binding mediation prior to going to arbitration.

## **Section 6. Time Limits**

Time limits of any stage of the grievance procedure may be extended by written mutual Agreement of the parties at that step.

A grievance not filed or advanced by the grievant within the time limits provided will be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. 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.

## **Section 7. Appointee Replacement**

An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has full authority to act in the capacity of the person being replaced.



## **Section 8. Arbitration**

A: Within 10 working days of receipt of the Association's notice of its intent to arbitrate a grievance, the parties will call upon the Federal Mediation and Conciliation Service for a list of five (5) potential arbitrators or will mutually agree upon a list of (five) 5 potential arbitrators.

B: Each party will be entitled to strike names from the list in alternate order and the name so remaining will be the arbitrator. Mutual notification will be made to the selected arbitrator within 90 days of the selection of the arbitrator. The arbitrator will render a decision following the hearing and that decision will be final and binding.

C: Each party will 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 will pay all costs. If each party requests a transcript, they will equally share the cost.

D: The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

E: In the event the arbitrator charges a fee(s) for canceling an arbitration hearing, the party requesting the cancellation is liable for the entire cost.

## **Article 12. Holidays**

### **Section 1. Recognized Holidays**

For pay purposes the following will be recognized holidays for Employees:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Washington's & Lincoln's Birthday	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
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
General Election Day	In even-numbered years

### **Section 2. Holiday Pay Eligibility**

The holidays listed in Section 1 will be granted at the regular rate of pay to all eligible full-time Employees except as provided for in Section 3. Eligible part-time Employees will receive pay or accrual for the holiday on a pro rata basis. To be eligible for holiday pay an Employee must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

### **Section 3. Premium Holiday Pay**

When a non-exempt full-time Employee is required by the Employer to work on a holiday listed in Section 1 above, he/she will be paid at the rate of 2 and 1/2 times his/her regular rate of pay, or at the Employee's request and with management approval, 1 and ½ times his/her regular rate of pay and an alternate day off, to be taken at a time agreeable to the Employee and the Employer.

Employees who request and are authorized to work on a holiday will receive their regular rate of pay for actual hours worked with an opportunity to take the actual hours worked as paid time off on an alternate date that is agreeable to the Employee and the Employer. Eligible non-exempt part-time Employees will receive benefits granted in this section on a pro rata basis. State policy will be followed in determining banked hours and/or comp time for holiday hours worked on a designated holiday.

### **Section 4. Scheduled Day Off on a Holiday**

Any eligible full-time Employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, will be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the Employee and the direct leader, whichever allows a day off in addition to the Employee's regularly scheduled days off. Eligible non-exempt part-time Employees will receive benefits granted in this section on a pro rata basis.

## **Article 13. Leaves**

### **YPERLINK . Jury and Witness Duty**

Employees summoned to serve as jurors or witnesses will be granted leave per 2-18-619, M.C.A.

### **Section 2. Extended Leave**

Employees enrolled in the MSF Personal Leave Program (PLP) will be granted Extended Leave in accordance with the PLP guidelines.

### **Section 3. Sick Leave**

Employees enrolled in the Traditional Leave Plan will be granted sick leave per 2-18-618, M.C.A., and according to the following:

#### **Subsection 1. Notification of Absence Because of Illness (Traditional and PLP)**

Notification of absence because of illness will be given as soon as possible to either the direct leader or to the individual designated to receive such calls. The Employer agrees to take appropriate steps to ensure notification to Employees of the names and telephone numbers of the designated individuals. If the Employee fails to give such notification, the absence may be charged to leave without pay. Absence in excess of one (1) shift without receipt of proper notification by the Employer from the Employee will constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the

control of the Employee. In cases where Employees are performing functions that will require a replacement, said Employees will, if possible, notify the Employer of their absence at least four (4) hours in advance of the beginning of the Employee's shift.

### **Subsection 2. Utilization of Accrued Sick/Extended Leave**

Sick/Extended leave utilized must not exceed the amount accrued by the Employee. If an Employee is ill and has exhausted his/her sick/extended leave credits, he/she may utilize his/her accrued annual/personal leave. If an Employee has exhausted all accrued sick/extended leave, compensatory leave and vacation/personal leave, the Employer may permit the Employee to be placed on a leave without pay status for up to one year, renewable thereafter at the Employer's option.

### **Subsection 3. Illness While on Annual/Personal Leave**

In the event that an Employee on annual/personal leave becomes ill, the Employee will be afforded the right to change his/her annual/personal leave status to sick/extended leave status, in accordance with the appropriate leave plan, and to utilize available sick/extended leave credits upon furnishing the Employer acceptable medical certification, if required. Employees enrolled in the Employer's Personal Leave Plan will adhere to the rules and guidelines of the plan.

### **Subsection 4. Requirement of a Doctor's Certificate**

The Employer may require a doctor's certificate to substantiate sick/extended leave usage from an Employee if the Employee has been away from work in excess of three (3) days due to illness or the Employer has reason to suspect sick/extended leave abuse.

### **Subsection 5. Sick/Extended Leave Coinciding With a Holiday**

In the event that a holiday falls when an Employee is on sick/extended leave, the Employee's leave status will be changed from sick/extended leave to holiday for that day, in accordance with the rules and guidelines of the Traditional or Personal Leave Plan .

### **Subsection 6. Emergency Leave**

For employees enrolled in the Traditional Leave Plan, accrued and available sick leave will be allowed for necessary attendance to the illness of a member of the Employee's immediate family until other attendance can be reasonably obtained, to attend a funeral in the immediate family, to receive emergency medical, dental or eye examinations, or for other disability related emergencies.

For purposes of this contract, immediate family member is defined as the Employee's spouse and any member of the Employee's household, or any parent, child, siblings, grandparent, grandchild, or corresponding in-law. This definition is intended to include those persons that have served in a surrogate role of the above, for example, an aunt or uncle if that individual was the person who raised the Employee in the absence of a parent.

Employees enrolled in the Personal Leave Plan, will use Extended Leave in accordance with the PLP guidelines.

Absence in excess of one (1) shift without receipt of proper notification by the Employer from the Employee will constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the Employee.

#### **Section 4. Annual/Personal Leave**

It is understood and agreed that an Employee may choose to take at least two (2) consecutive accrued workweeks of annual/personal leave per year. It is also understood that Employees may take annual/personal leave, with prior Employer approval, at their individual discretion as long as the execution of this right does not cause an undue burden for the Employer's operation. Employees will give as much written notice as possible concerning their vacation dates.

Direct leader will have four (4) working days from receipt to respond to written requests for annual/personal leave received from Employees. If the direct leader does not respond within the four (4) days, the request is deemed approved. The direct leader will respond in writing, and will automatically copy all request denials to the next level direct leader and/or department vice president.

If the request is denied, the direct leader will include in the written denial a brief description of the undue burden on the Employer's operations that approval of the leave request would create. Inclusion of this description does not constitute a waiver of any of the Employer's rights, and if the Employee is in disagreement with the denial, the Employee will proceed as provided below.

Direct leader's denial of the leave request may include a proposed alternative to the dates requested by the Employee. If the Employee agrees to the proposed alternative leave dates, or makes a counterproposal that is then approved by the direct leader, the disagreement will be deemed to have been resolved.

If no Agreement is reached, the Employee must communicate his/her disagreement in writing to the direct leader within two (2) working days of receipt of the written denial and will forward a copy to the next level direct leader and/or department vice president.

The next level direct leader/department vice president will have three (3) working days to determine and communicate to the Employee either support for the denial or approval of the original request. If the direct leader/department vice president (or designee) does not respond within the allocated timeframe, then the original request is deemed approved.

#### **Section 5. Military Leave**

Military leave will be granted per 10-1-604, M.C.A.

## **Section 6. Workers' Compensation Leave**

A permanent Employee injured on the job with either an industrial injury or an occupational disease, and eligible for workers' compensation benefits will retain all rights to their previously held position and will be entitled to leave without pay and/or to augment their total disability benefits with sick leave, pursuant to MCA 39-71-736(3), during the period of total disability for a maximum of six (6) months. During this six (6) month period of total disability, the Employer will pay the insurance state share.

The Employer will notify an injured Employee to return to work by sending a certified return receipt letter to the last known address of the Employee, with a copy to the Association, and will therein notify the Employee that failure of the Employee to notify the Employer of their return to work within seven (7) working days of the mailing of the letter will constitute a forfeiture of their reinstatement right.

## **Section 7. Family and Medical Leave Act (FMLA)**

FMLA will be granted according to MSF Policy and State and Federal Law.

## **Section 8. Emergency Services Leave**

The Employer will immediately approve without question accrued annual leave or compensatory time to currently qualified volunteer emergency services Employees to respond to call-outs. Qualified Employees will be excused for up to 25 cumulative hours per calendar year to respond to bona fide emergency call-outs. Employees qualified under this section will provide certification to their direct leader. Emergency services personnel include volunteer fire fighters, emergency medical technicians (EMT), members of Quick Response Units, and Search and Rescue members.

## **Section 9. Leave Without Pay**

Leave With Out Pay (LWOP) must be requested by the Employee in advance, and the Employer will then determine if the Employee can be excused for the time requested. The approval or disapproval from the Employer will be based on the business needs of MSF, the reason for the request, and the Employee's work record.

LWOP is not a benefit, and will be granted only under exceptional circumstances. The Employee may be required to use accrued sick leave, compensatory time, and annual leave prior to being granted leave without pay.

## **Section 10. Personal Leave Plan**

The Employer's Personal Leave Plan (PLP) will be provided to Employees as set forth in the Employer's Personal Leave Program policy.

Employees who begin work for the Employer on or after July 26, 2006 will be automatically enrolled in the Employer's PLP. Employees hired to work for the Employer before July 26, 2006 have the option of continuing in the leave plan ("Traditional Plan") as provided for State of Montana Employees and in Article 13 of the Collective Bargaining Agreement or may elect the PLP. Eligible Employees who choose to remain on the Traditional Plan will be given an opportunity once per year (for an effective date

in January of each year) to move into the PLP. Should that decision be made, the choice is irrevocable. The Employer will maintain the Traditional Plan and PLP until, through attrition, Employees on the Traditional Plan have left the Employer's employment or elected the PLP. For those Employees in the PLP, the terms of the PLP shall govern, if inconsistent with Article 13, Leaves or other Articles where leave is addressed within this collective bargaining Agreement where inconsistencies may arise.

## **Article 14. Job Security**

### **Section 1. Probationary Period**

A probationary period will be utilized for the most effective adjustment of a new Employee and for the termination of any Employee whose performance does not, in the judgment of the Employee's direct leader or, other appropriate member of management, meet the required standards of performance.

The probationary period will last for nine (9) months. With the mutual Agreement of the Association, the Employer may end the probationary period at six (6) months or extend a probationary period up to an additional three (3) months. If the Employer determines at any time during the probationary period that the services of the probationary Employee are unsatisfactory, the Employee may be separated upon written notice from the Employer.

### **Section 2. Adjustment Period with Promotion, Transfer or Demotion of Permanent Employees**

An adjustment period of six (6) months will be utilized for a permanent Employee who is promoted, transferred or demoted. An Employee serving an adjustment period as a result of a transfer or promotion who does not satisfactorily complete the six (6) month period will be returned to their former position, if available, or to a similar position of the same pay range if such a position is available and if the Employee is qualified for the similar position. An adjustment period may be served in conjunction with the probationary period (see Section 1) if an Employee is promoted, transferred or demoted during their probationary period.

### **Section 3. Discharge of Permanent Employee**

The Employer may discharge any Employee with permanent status only for just cause. The Employer will furnish an Employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such actions and will in addition notify the Association of the removal of an Employee for cause. An Employee with permanent status may appeal his/her dismissal, suspension or other punitive disciplinary action through the grievance procedure. This in no way limits the Employer's prerogative to lay off Employees in accordance with Article 15.

## **Article 15. Reductions in Force**

It is the intent of the Employer and the Association to provide as much assistance as possible within available resources to any Employee who is terminated as a result of a reduction in force.

Where possible and when business needs are met, the Employer will work to manage reductions in force



through attrition. The Employer will provide opportunities for further education, training, and development as provided in Article 19. At the Employer's discretion, greater than 20 working days notice will be provided.

## **Section 1. Layoff**

The Employer will give permanent Employees subject to layoff a minimum of 20 working days advance written notice and will deliver a copy of such to the Association. The Association will have an opportunity to comment.

## **Section 2. Selection for Layoff**

Performance, seniority and qualification will be the controlling factors in selection of Employees for layoff within each job title by geographic location. Performance will be the primary controlling factor, seniority will be the secondary controlling factor; and qualifications (which include but are not limited to skills, knowledge, abilities) will be the third controlling factor. All Employee performance history through the last formally scheduled review will be used in reaching a layoff decision.

No permanent Employee will be laid off while a probationary Employee is retained in the same job title, except when one of the following criteria is present:

The permanent Employee is under formal disciplinary action for performance and received a less than "Strong" rating on the most recent end-of-cycle performance review.

An Employee targeted for RIF will be returned to their former position, if it still exists, or a similar position if the previous position no longer exists, considering the above criteria. In the event that the Employee in the former position is a probationary Employee, the Employee returning to the position must have had an acceptable performance level ("progressing performance" rating or better).

No permanent Employee will be laid off while temporary Employees in the same job title are retained.

## **Section 3. Preference**

An Employee with permanent status who has been laid off or is scheduled to be laid off will be given preference over similarly qualified candidates to fill a vacant position.

## **Section 4. Recall from Layoff**

Recall from layoff will be in reverse order of layoff by title and geographic location. The Employer will notify a laid off Employee to return to work by sending a certified, return receipt letter to the last known address for the Employee with a copy to the Association and will therein notify the Employee that failure of the Employee to notify the Employer of his/her return to work within 7 working days of the mailing of the letter will constitute a forfeiture of his/her right to return to work. Recall rights will be limited to a period of one year following the date of layoff.

## **Section 5. Benefits**

The Employer will provide benefits to Employees laid off under this Article as follows: an Employee may elect the severance and insurance option of Subsection 1 OR the retirement option of Subsection 2.

### **Subsection 1. Severance Pay and Insurance Coverage**

Severance pay in the amount of one (1) week pay for each full year of continuous service with the Employer up to a total of 12 weeks pay. Benefits will be paid bi-weekly over the course of the benefit weeks through the normal payroll process. The benefit will terminate upon recall or reemployment by the Employer. Continuation of the Employer's contribution to the Employee's group health insurance for six (6) months will be paid from the effective date of layoff or until the Employee becomes eligible for coverage through employment, whichever comes first.

### **Subsection 2. Retirement**

If the Employee is eligible for a normal service retirement under the provisions of the Public Employees' Retirement System, the Employer will purchase up to three (3) years of additional service for the Employee under the rules and provisions as set forth by the Public Employees' Retirement Division in effect at the time of notice of layoff.

## **Article 16. Seniority**

### **Section 1. Computed from Employment Date**

For members of the bargaining unit, seniority will be computed from the date the Employee began uninterrupted employment with the Workers' Compensation Division or its successor, the Montana State Fund.

### **Section 2. For Part-Time Employees**

Effective January 1, 1996, seniority will be computed on a pro rated basis for part-time Employees. Employees will retain seniority accrued prior to that date as it was calculated up to that time to ensure retention of previously accrued seniority.

### **Section 3. During Layoff or Leave Without Pay**

Seniority will cease to accrue during a period of layoff or leave without pay that exceeds 60 working days or after a permanent transfer out of the bargaining unit. Previously credited service, however, will not be lost and an Employee who is recalled or transfers back into the bargaining unit will retain all prior seniority.

Seniority will be revoked upon termination, retirement, or discharge for cause.



## **Article 17. Vacancies and Promotions**

### **Section 1. Announcement Procedures**

The following procedures will be followed in announcing and filling vacant or newly created permanent positions. The purpose of this system is to inform Employees of vacancies and newly created positions and to afford Employees, who are interested and who feel they qualify an equal opportunity to apply for the vacant or newly created position. It is understood that newly hired Employees and Employees on a leave of absence for any reason may not have the same period of notice as other Employees concerning position vacancies.

#### **Subsection 1. Notice Requirements**

When a vacant or newly created permanent position is to be filled, the notice will be posted in a specific place designated for job opening notices, and will state where interested Employees are to make application, the cutoff date for application submittal, and the minimum qualifications.

#### **Subsection 2. Consideration of All Applications**

The Employer will ensure that all such applications are considered in the selection process. Employees who are unsuccessful applicants will be so notified in writing upon completion of the selection process. Employees not selected may meet with Human Resources to discuss the basis for non-selection. An applicant may review any assessment and/or test result upon request to Human Resources.

#### **Subsection 3. Length of Announcement**

All positions in the bargaining unit and those positions that immediately follow in a logical ladder will be announced per the provisions of this Article for at least seven (7) full working days. If within 90 calendar days of the filling of a position the same position title becomes available, the Employer may utilize the same applicant pool. If this option is utilized, the Employer will provide a seven (7) working day period for interested internal applicants to apply.

#### **Subsection 4. Internal or External Announcement**

The Employer will determine whether a position will be announced internally or both internally and externally.

#### **Subsection 5. Selection Preference**

If otherwise substantially equally qualified, internal applicants will receive selection preference.

## **Article 18. Job Sharing**

### **Section 1. Creation of Position**

The Employer may approve a request to alter a full-time position to a job share position. Advertising and announcements will follow the same process as provided in this Agreement and will adhere to the Employer's job share guidelines.

## **Section 2. Vacancy in Position**

If one part of a job share position becomes vacant, it will first be offered to the remaining job share incumbent on a full-time basis. If that Employee declines the full-time position, the vacant job share portion will be announced according to standard practice. This provision will be followed unless the position is designated “permanent” job share by the Employer when the position is announced. In that case, the position will not be offered to the remaining job-share incumbent, but will be re-announced.

The Employer retains the discretion to convert a job share position back to a full-time position. When this occurs, the Employee will be given a minimum of 20 working days notice.

## **Article 19. Education and Training**

The Employer is committed to providing Employees with opportunities for further education and training development. Employees are encouraged to adopt a similar commitment to achieve higher levels of performance and qualification through such opportunities. The Employer will provide training and education opportunities consistent with the training plan in effect at the time and within the framework of each Employee’s training and development plan (a component of the Performance Management Program). Types of training to be in the plan and considered for each Employee include (but are not limited to) knowledge development training, skill development training, cross-departmental training and awareness programs, career development training, Employee orientations in the Employer’s policies and procedures, and other human relations type training programs. The training plan will also include the current philosophy and policy regarding financial support for training. Generally, however, if training is required, funding and time for attendance at training will be provided by the Employer.

## **Section 1. Training Opportunities**

The Employer will make a good faith effort to equalize training opportunities to all Employees consistent with requirements of the individual job and the Employee’s skills and qualifications.

If a training request is denied by the Employee’s direct leader, and the justification is unclear, the Employee is encouraged to discuss it with their Vice President.

## **Section 2. Employer Financial Participation**

The Employer reserves the right to participate financially in Employee training and development opportunities and if it does so, will adhere to the standards of fairness and equity envisioned above.

## **Article 20. Employee Records**

### **Section 1. Additions to Personnel File**

No information reflecting critically upon an Employee will be placed in the personnel file of the Employee that does not bear either the signature or initials of the Employee indicating that he/she has been shown the material or a statement by a direct leader that the Employee has been shown the material and refused to sign it. A copy of any such material will be furnished to the Employee.

## **Section 2. Removals from Personnel File**

An Employee desiring that material, which he/she feels is incorrect and should be removed from the personnel file of the Employee, will have the right to appeal it through the grievance procedure. This excludes the Employer's formal performance review documentation.

## **Section 3. Temporary Contents of Personnel File**

Letters of caution, consultation, warning, admonishment and reprimand will be considered temporary in nature and will be effective for one (1) year after they have been issued unless such items can be used in support of possible disciplinary action arising from more recent Employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings.

## **Section 4. Non-Conformity with Provisions**

Material placed in the personnel files of an Employee without conformity with the provisions of this Section will not be used by the Employer in any subsequent evaluation or disciplinary proceeding involving the Employee.

## **Article 21. Public Employees' Retirement System**

The existing programs will continue in full force and effect in accordance with 19-3-101-1404, M.C.A.

## **Article 22. Notification**

The Employer will ensure reasonable access to the Association and provide each Employee access to an up-to-date policy manual (written or electronic) of its rules, regulations and policies on employment related matters. The Association will be notified of any proposed changes or additions to personnel rules, regulations and policies issues by the Employer sufficiently in advance to allow discussion and comments by the Association.

## **Article 23. Employee Relocations**

If the Employer initiates a transfer that results in relocation the Employer will provide written notice to the Employee establishing the following:

- 1) The effective date of permanent relocation, which will be no sooner than 30 working days from receipt of notice.
- 2) The Employer's Policy on Moving and Relocation Expenses will apply to bargaining unit Employees.
- 3) Beginning the first full pay period following permanent relocation, the Employee will receive a moving and relocation incentive of 4% of current salary at time of notice for a non-homeowner and 8% of current salary at time of notice for a homeowner.
- 4) The moving and relocation incentive will be paid over 26 pay periods. If Employee is terminated for any reason, the balance of the moving and relocation incentive is forfeited to

the Employer.

- 5) At no time is this incentive to be considered part of the Employee's base pay for any purpose.

The Employee will respond in writing within 10 working days of receipt of notice of intent to accept or reject transfer. Lack of a written response will be treated as a voluntary resignation effective 10 working days after the due date of the written response, or upon mutual Agreement, may be extended up to 20 working days.

## **Article 24. Work Attire**

### **Section 1. Dress Code**

Association members will adhere to the published Employer's Dress Code Policy.

### **Section 2. Uniforms, Protective Clothing and Protective Devices**

If an Employee is required to wear uniform, protective clothing, or any type of protective device, the Employer will furnish said items. The Department Vice President will make the determination of what is appropriate and necessary protective clothing and protective devices.

## **Article 25. Other**

### **Section 1. Mileage**

The Employer will use actual odometer mileage within reason in computing travel reimbursements so long as actual odometer mileage reflects travel for state business and except where prohibited by state regulation or authorized federal authority.

### **Section 2. Disciplinary Action**

Where an Employee in the bargaining unit is charged by a citizen with a violation of rule or policy or any action that may be cause for disciplinary action, if the Employee claims innocence, the Employee will be deemed innocent unless evidence is presented which is in opposition to the Employee's account.

### **Section 3. Business Equipment**

The Employer will provide business equipment required by the Employer to do the job.

## **Article 26. Severability**

### **Section 1. Invalid Provision**

In the event that any provision of this Agreement will be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision will not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, will remain in full force and effect.

## **Article 27. Entire Agreement**

### **Section 1. Exercise of Rights and Opportunities**

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 Association for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article will not be construed to in any way restrict parties from commencing negotiations under Article 1, or under applicable law on any succeeding Agreement to take effect upon termination of this Agreement.

### **Section 2. Additional Right of Employer**

The parties recognize the right of the Employer and its officials to promulgate rules, regulations, directives and orders from time-to-time as deemed necessary in so far as such rules, regulations, directives and orders that effect the members of the bargaining unit covered by this Agreement are not inconsistent with the terms of this Agreement nor with the laws of the State of Montana and federal laws.

## **Article 28. Term of Agreement**

### **Section 1. Effective Date and Duration**

This Agreement will be effective as of the 1st day of July 2014, and will remain in full force and effect through the 30th day of June 2018. If one of the parties desires to modify this Agreement, it will give the other written notice of its intent to do so. In such case, the parties agree to give written notice not sooner than 120 calendar and no less than 90 calendar days prior to the expiration date, and agree to meet not later than 90 calendar days prior to the expiration date to renegotiate this Agreement.

## **Article 29. No Strike/No Lockout**

### **Section 1. No Strike**

During the term of this Agreement, neither the Association nor its agents, representatives or any Employee will cause, sanction or take part in any strike, slowdown or other interference with the operation of the Employer's business.

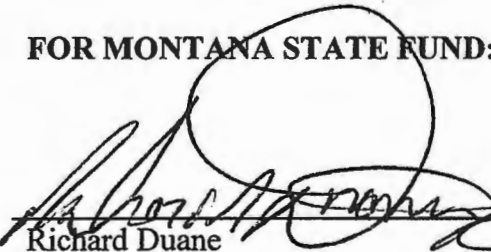
### **Section 2. No Lockout**

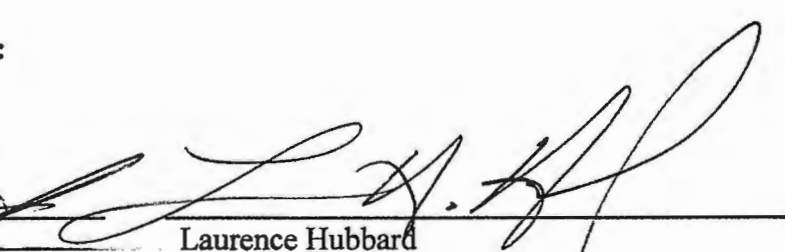
During the term of this Agreement there will be no lockouts by the Employer.

## **Signatures**


This Agreement is signed and dated this 2<sup>nd</sup> day of April, 2018.

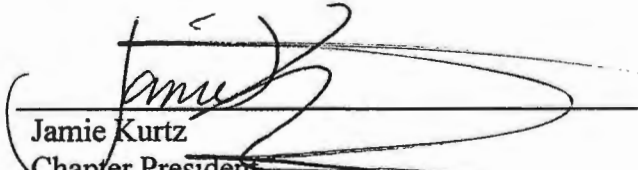
### **FOR MONTANA STATE FUND:**

  
Richard Duane  
Vice President Human Resources

  
Laurence Hubbard  
President/CEO

### **FOR MONTANA PUBLIC EMPLOYEES ASSOCIATION:**

  
Quinton E. Nyman  
Executive Director

  
Jamie Kurtz  
Chapter President

# **Memorandum of Understanding**

**between**

**Montana State Fund**

**and**

**Montana Federation of Public Employees**

---

## **I. Purpose and Scope**

The purpose of this Memorandum of Understanding (MOU) is to revise Article 3. Association Security/Membership in response to the SCOTUS decision on Janus v. AFSCME.

## **II. MOU Effective Date**

The effective date of this MOU Agreement is retroactive to July 1, 2018.

## **III. Montana State Fund and Montana Federation of Public Employees Agree to the Following Provisions:**

MSF and MFPE agree that Article 3, Association Security/Membership, Section 1, Section 2 and Section 3 must be changed due to changes to Federal law. The agreed upon changes to the CBA are outlined below.

### **Current Language:**

#### **Article 3. Association Security/Membership**

##### **Section 1. Representation Fee**

Employees covered by the terms of this Agreement will not be required to become members of the Association but must, as a term and condition of employment, pay a representation fee to the Association.

##### **Section 2. Membership Dues**

Upon receipt of written authorization from an Employee covered by this Agreement, the Employer will deduct from the Employee's pay the amount owed to the Association by such Employee for membership dues or a representation fee. The Employer will remit to the Association such sums within 20 working days. Changes in the Association membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and will be done at least 20 working days in advance of such change.



### **Section 3. Default and Discharge**

All Employees covered by the terms of this Agreement will, within 20 working days of the signing of this Agreement, or within 20 working days of employment, whichever are later, pay membership dues or the representation fee to the Association. Employees who fail to comply with this requirement will be discharged by the Employer within 20 working days after receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after the 20 working day period specified above. The Employer will initiate appropriate discharge actions under this Section to ensure discharge of the affected Employee(s) on the 20th working day from receipt by the Employer of the Association's written notice of default and demand for discharge.

### **Section 4. Employee List to Association**

No Change to language.

### **Section 5. Employer Held Harmless Clause**

No Change to language.

### **Revisions to Language:**

### **Article 3. ~~Association Security~~/Bargaining Unit Representation/Membership**

#### **Section 1. Representation-Fee**

All Bargaining Unit positions are covered by the terms of this agreement,

~~Employees covered by the terms of this Agreement will be considered members of the Association. not be required to become members of the Association but must, as a term and condition of employment, pay a representation fee to the Association.~~

#### **Section 2. Membership Dues**

Upon receipt of written authorization from an Employee covered by this Agreement, the Employer will deduct from the Employee's pay the amount owed to the Association by such Employee for membership dues ~~or a representation fee~~. The Employer will remit to the Association such sums within 20 working days. Changes in the Association membership dues rate ~~and representation fee~~ will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and will be done at least 20 working days in advance of such change.

#### **Section 3. Default and Discharge**

~~All Employees covered by the terms of this Agreement will, within 20 working days of the signing of this Agreement, or within 20 working days of employment, whichever are later, pay membership dues or the representation fee to the Association. Employees who fail to comply with this requirement will be~~

~~discharged by the Employer within 20 working days after receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after the 20 working day period specified above. The Employer will initiate appropriate discharge actions under this Section to ensure discharge of the affected Employee(s) on the 20th working day from receipt by the Employer of the Association's written notice of default and demand for discharge.~~

~~Section 4~~ **Section 3. Employee List to Association**

No Change to language.

~~Section 5~~ **Section 4. Employer Held Harmless Clause**

No Change to language.

**Revised Language:**

**Article 3. Bargaining Unit Representation/Membership**

**Section 1. Representation**

All Bargaining Unit positions are covered by the terms of this agreement.

**Section 2. Membership Dues**

Upon receipt of written authorization from an Employee covered by this Agreement, the Employer will deduct from the Employee's pay the amount owed to the Association by such Employee for membership dues. The Employer will remit to the Association such sums within 20 working days. Changes in the Association membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and will be done at least 20 working days in advance of such change.

**Section 3. Employee List to Association**

The Employer, within 20 working days of the signing of this Agreement, will present the Association with a list of names and addresses of all current Employees covered by this Agreement, and will update such list each month for all new hires.

**Section 4. Employer Held Harmless Clause**

The Association will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

**IV. Modification and Termination**

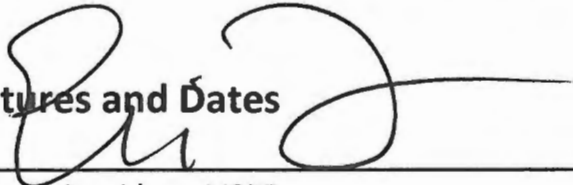
This agreement may not be modified or terminated without mutual agreement by both parties.



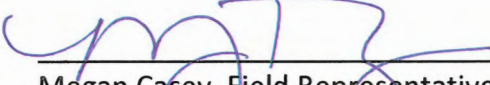
**V. Effective Date and Signature**

This MOU shall be effective retroactively to July 1, 2018 by the signature of the authorized officials. It shall be in force from July 1, 2018 and indefinitely as indicated agreement with this MOU by their signatures.

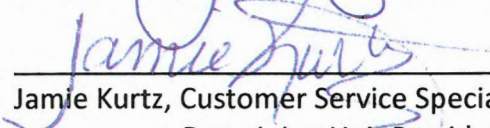
**Signatures and Dates**

  
Eric Feaver, President, MFPE

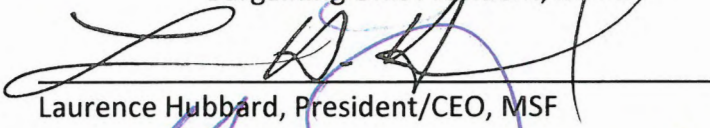
2/11/19  
Date

  
Megan Casey, Field Representative, MFPE

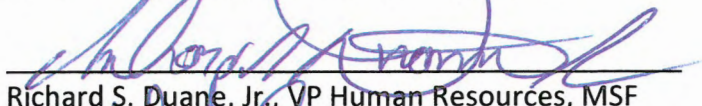
2/11/19  
Date

  
Jamie Kurtz, Customer Service Specialist II, MSF/  
Bargaining Unit President, MFPE

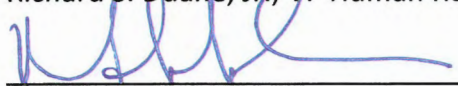
2/11/19  
Date

  
Laurence Hubbard, President/CEO, MSF

2/11/19  
Date

  
Richard S. Duane, Jr., VP Human Resources, MSF

2/12/19  
Date

  
Mike Worden, Sr. HR Generalist, MSF

2/12/2019  
Date