

Collective Bargaining Agreement

between

CASCADE COUNTY

and

Federation of the Cascade City County Health Department
Local #7772

Effective Dates:

JULY 1, 2019 - JUNE 30, 2022

AGREEMENT

This collective bargaining agreement is made between CASCADE COUNTY, herein referred to as the EMPLOYER, and the Federation of Cascade City County Health Department Local #7772 of the Montana Federation of Public Employees, herein referred to as the ASSOCIATION.

PURPOSE

In consideration of the mutual covenants contained in this agreement, which have been established through the collective bargaining procedures as provided for under Montana State statute, or law, for the purpose of defining wages, hours, and other working conditions of the employees covered by the agreement, the EMPLOYER and ASSOCIATION agree as follows:

ARTICLE 1: NONDISCRIMINATION

Section 1:

No member of the ASSOCIATION shall be discharged or discriminated against for upholding lawful Association principles, and any member working under the lawful instruction of the ASSOCIATION or who serves on an Association committee, shall not lose his/her position or be discriminated against for that reason.

ARTICLE 2: RECOGNITION

Section 1:

The EMPLOYER recognizes the ASSOCIATION as the exclusive representative for all employees in the following classifications: Social Workers, WIC Nutrition Educators, Sanitarians, Case Managers (who are not Registered Nurses), WIC Nutrition Aides, Community Health Education Specialists, Registered Dietitians, Epidemiology Specialists, Communication and Community Planner and Preparedness and Community Planner.

The Employer and the Union agree that the Union is not the bargaining agent for clerical employees, R.N.'s, short-term employees, temporary employees, part-time employees who work less than 20 hours per week and seasonal employees, or for management, supervisors, confidential employees and employees excluded by statute.

Article 3: EMPLOYEE AND ASSOCIATION BUSINESS

Section 1:

All ASSOCIATION business shall be conducted on the member's own time ASSOCIATION members shall not use EMPLOYER'S equipment, including fax, copy machines, Email and/or internet for the conduct of ASSOCIATION business. The Association may use Email to make Association meeting announcements.

Section 2:

The ASSOCIATION may conduct group meeting with its membership on Cascade County property that is either on the site at City County Health Department (CCHD) or offsite, provided such meetings do not interfere or interrupt the normal operation of the EMPLOYER. If Cascade County Property is used for a meeting, the Association must receive advance approval from the Director of the meeting place.

Section 3:

The EMPLOYER will make available a separate bulletin board in the break room for the ASSOCIATION and unions represented at CCHD for posting of ASSOCIATION or union non-political printed material.

Section 4:

An authorized representative of the ASSOCIATION may request annual leave for the purpose of attending ASSOCIATION functions. Such request shall be made two weeks in advance to the Health Officer. The Health Officer shall make a reasonable attempt to accommodate such request if, in the Health Officer's discretion, the request does not interfere with the operations of the CCHD.

Section 5: Release Time

Association members (no more than three) who have been designated as the negotiating committee shall be granted up to two (2) hours paid release time to prepare with their Union Representative for negotiations. When using paid release time, Association members shall make every attempt to not inhibit the operation of the employer.

ARTICLE 4: ASSOCIATION SECURITY

Section 1:

Employees covered by the terms of this Agreement shall not be required to become members of the Association.

Section 2:

Upon receipt of written authorization from an employee covered by this Agreement, the EMPLOYER shall deduct from the employee's pay the amount owed to the ASSOCIATION by such employee from dues. The EMPLOYER will remit to the ASSOCIATION such sums within 30 calendar days. Changes in ASSOCIATION membership dues rate fee will be certified to the EMPLOYER in writing over the signature of the authorized officer or officers of the ASSOCIATION and shall be done at least 30 calendar days in advance of such change.

Section 3:

All employees who are covered by the terms of this Agreement, and become members of the Association, shall within 30 days of employment, pay dues to the Association.

Section 4:

Upon written request from the ASSOCIATION, the EMPLOYER shall provide a list of new hires to the ASSOCIATION which shall include the following: Names, classification, mailing address and date of hire. This information is for the Associations internal use only.

Section 5:

The ASSOCIATION shall 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 5: MANAGEMENT RIGHTS

Section 1:

This contract is subject to all applicable existing or future laws or regulations of the State of Montana or its political subdivisions.

Section 2:

The provisions of this Contract are intended to state minimum standard of employees' rights and benefits and the Employer is not hereby prohibited from extending additional rights and/or benefits to its employees, when in the Employer judgment such rights and/or benefits are justified. The Employer has the right to rescind such rights and/or benefits.

Section 3:

The Association and their representative shall recognize the prerogatives of the Employer to operate and manage their affairs in such areas as, but not limited to:

Direct employees and require observe of Federal, State, and Cascade County rules and regulations, procedures, and policies;

Hire, promote, transfer, assign and retain or discharge for good cause;

Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;

Maintain the efficiency of County operations;

Determine the methods, means, job classification, and personnel by which County operations are to be conducted;

Take whatever actions may be necessary to carry out missions of the County in situations of emergency;

Section 4:

The foregoing enumeration of the Employer's management rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, shall not exercise these rights in violation of the provisions of this Agreement.

ARTICLE 6: PROBATION

Section 1:

For all new employees hired after this contract has been approved by the parties, the new employee will serve a six (6) month probationary period. By written notice to the employee before end of the six (6) month probationary period, the Employer may extend the six (6) month probationary period by an additional three (3) months.

ARTICLE 7: HOURS OF WORK

Section 1:

The normal work week shall be defined as forty (40) hours, Monday through Friday followed by two (2) consecutive days off. Vacation leave, sick leave, and compensatory time used will not be counted as regular hours worked for the accrual of compensatory time or overtime.

Section 2:

The EMPLOYER may establish an alternate work week when business necessity requires the establishment of an alternate work week. An alternate work week is defined as any work week other than Monday through Friday. If the EMPLOYER is going to change an employee's regular work week to an irregular work week, the employee shall be given ten working days' notice of the change of schedule to an irregular work week. In case of emergency or planned emergency exercise, the ten working day notice is waived. Any alternation of the normal work week requested by the employee must be approved by the supervisor and the CCHD director. Any such alternation must be scheduled one (1) week in advance whenever possible. Employees may work more than (8) hours per day in order to shorten the work week, subject to the supervisor and CCHD director approval. Once a standard work schedule has been established, the EMPLOYER must give ten (10) working days' notice of changing an employee's standard schedule, unless mutually agreed upon. In cases of emergency or planned emergency exercise, the ten (10) working days' notice is waived. The EMPLOYER may allow flexible ("flex") scheduling in the course of a given work week to maintain hours of work at (40) hours or less.

Section 3:

The ASSOCIATION and EMPLOYER recognize that many programs in the Health Department are funded by grant sources. Nothing in the preceding sections guarantees an employee a certain number of hours of work. Nothing in this article prevents the EMPLOYER from extending the hours of a shift.

ARTICLE 8: COMPENSATION

Section 1:

The compensation schedule for the occupational groups in the bargaining unit is attached to this agreement as Addendum A.

Section 2: Overtime/Compensatory Time

Employees authorized to work in excess of forty (40) hours per week shall be granted compensatory time/overtime at the rate of one and one-half (1/2) hours for every hour worked over 40 hours. Compensatory time/overtime usage will be scheduled at an employee's request upon mutual agreement between the employee and management.

Section 3:

Holiday pay shall be in compliance with the Administrative Rules of Montana covering Holiday Pay.

ARTICLE 9: VACANCIES

Section 1:

The Cascade County Operation Manual Recruitment & Selection Policy shall be used in the filling of vacant positions. All vacant positions shall be advertised pursuant to 30-1, subsection 30.10. When external recruitment is utilized, bargaining unit employees, who apply, will be offered an interview for a vacant bargaining unit position for which they meet the minimum qualifications regardless of their ranking on the applicant-ranking list.

Section 2:

Pursuant to the County's Recruitment & Selection Policy, nothing in Article 9 shall prevent the County from reorganizing or consolidating positions. Such reorganized or consolidated positions that have an incumbent in the position are not subject to the advertising requirements of Section 1. Newly created or reorganized positions that do not have an incumbent in the position shall be advertised pursuant to Section 1.

ARTICLE 10: HOLIDAYS

Holiday work and pay is regulated by Cascade County Operations Manual Policy 20, Subsection 20-3.

ARTICLE 11: VACATION LEAVE

The administration of Vacation Leave shall be administered in accordance with Cascade County Operations Manual Policy 60-6.

ARTICLE 12: SICK LEAVE

The administration of Sick Leave shall be administered in accordance with Cascade County Operations Manual Policy 60-7.

ARTICLE 13: MILITARY LEAVE

The administration of Military Leave shall be administered in accordance with Cascade County Operations Manual Policy 60-13.

ARTICLE 14: BEREAVEMENT LEAVE

Employees shall be allowed leave with pay because of the death in the employee's immediate family not to exceed three (3) scheduled work days per death. This leave shall be used within two (2) weeks of the date of death. Immediate family shall mean an employee's spouse and any member of the employee's household or any parent, step-parent, step-child, grandparent, grandchild or corresponding in-law. Such bereavement leave shall be charged as bereavement leave and shall not be charged against any of the employee's other leave accounts. Such bereavement leave shall be effective immediately upon hire.

ARTICLE 15: FAMILY AND MEDICAL LEAVE

The administration of Family and Medical Leave shall be administered in accordance with Cascade County Operations Manual Policy 60-9.

ARTICLE 16: JURY DUTY/SERVE AS A WITNESS LEAVE

The administration of Jury Duty/Serve as Witness Leave shall be administered in accordance with Cascade County Operations Manual Policy 60-11.

ARTICLE 17: LEAVE WITHOUT PAY

Section 1:

An Employee may take a leave of absence without pay if the Health Officer gives prior approval.

Section 2:

Requests for leave of absence without pay shall be submitted in writing by the employee to the Health Officer. The request shall state the reason for the leave and the approximate length of time off the employee desires.

Section 3:

If an employee takes a leave of absence without pay to the extent, the employee is not entitled to any Employer contributions to benefits; the employee may continue to retain County insurance coverage in accordance with guidelines established by the Plan Sponsor and/or Plan Administrator provided that 100% of the premium amount is paid by the employee.

ARTICLE 18: MATERNITY LEAVE

Employees shall be entitled to a reasonable maternity leave as required by Family Medical Leave Act and Montana law.

ARTICLE 19: EDUCATION LEAVE

Section 1:

Time off with pay may be requested by any permanent non-probationary employee to attend courses, which will directly relate to their present position at the discretion of the supervisor and pursuant to the availability of funds.

ARTICLE 20: HEALTH INSURANCE

The Employer agrees to make Health Insurance Premium Contributions for bargaining unit members in the same amount as any other bargaining unit, non-union employee or elected official during the term of this Agreement.

ARTICLE 21: EMPLOYMENT SECURITY

Section 1:

Probationary Period: New employees shall be placed in a probationary period of time defined in this Agreement. Probationary employees may be dismissed without cause during the probationary period and shall have not right to grieve such action.

Section 2:

Disciplinary Action: All disciplinary action is subject to appeal through the grievance procedure contained in this agreement.

Section 3:

Discipline and Dismissal: Discipline shall be imposed on permanent employees pursuant to Cascade County Operations Manual Policy 30-8.

Section 4:

Formal Written Warning letters and Disciplinary Actions:

The Human Resource Office personnel file shall be designated as the official personnel file for the Cascade County Government. Formal disciplinary action taken against employees shall be reviewed with the employee and must be kept in a sealed envelope in this file and placed within the file within one (1) week of the disciplinary action. Formal written warning letters and disciplinary suspensions shall be considered as temporary contents in the personnel file. Formal written warning letters and letters of disciplinary suspension shall be removed from the personnel file at employee's written request and destroyed after one year of issuance provided there are not written warning letters or other formal

disciplinary action taken against the employee. Safety rule violations that have not resulted in minor injury, either to other county employees or the public shall remain in the employee's personnel file for one year. Counseling session notes, verbal warnings and documentation notes that are or may be related to disciplinary action may be kept in other files, diaries, etc., by supervisors for reference. However, Employees shall have the right to periodically (annually) review their files and attach a rebuttal for any such documentation to which they may disagree.

ARTICLE 22: REDUCTION IN FORCE

Section 1:

Reduction In-Force: Reduction in force shall be administered in accordance with the Cascade County Operations Manual Policy Section 30-9. The ASSOCIATION agrees that it does not have standing to negotiate the Reduction In-Force policy contained in the Cascade County Personnel Policy Manual or any other policy. However, the Employer agrees to provide notification to the ASSOCIATION regarding any planned education in Force within five days of deciding upon such action.

ARTICLE 23: GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any controversy between the parties as to:

- A) Any matter involving the interpretation of this Agreement
- B) Any matter involving an alleged violation of any provision of this agreement

Section 2: Every effort will be made to resolve a grievance on an informal basis prior to initiation of the formal procedures set forth below.

Step 1. The grievance shall be presented in writing to the employee's immediate supervisor.

The Grievance shall set forth in as much detail as possible, the nature of the grievance, the circumstances surrounding the matter, and shall specifically address the type and scope of corrective action requested. The grievance shall be submitted within ten (10) working days of the occurrence of the grievance. The immediate supervisor shall respond in writing to the employee within ten (10) working days of receipt of the grievance.

Step 2. If the grievance is not resolved at step 1, the grievance may be presented in writing to the Department Head, within ten (10) working days of the receipt of the step 1 response. The Department Head shall respond in writing to the employee within ten (10) working days of receipt of the grievance. Step 3. If the grievance is not resolved in step 2, the grievance may be presented in writing to the Board of County Commissioners or designee, within ten (10) working days of the receipt of the step 2 response. The Board of Commissioners or designee shall attempt to resolve the grievance, and shall respond in writing to the employee within twenty (20) working days. Time limits at any stage of the grievance procedure may be extended upon written agreement of the parties at that step.

Step 3. A grievance not filed or advanced by the grievance within the time limits provided shall 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.

Step 4. If the grievance is not resolved in step 3, the grievance may be presented in writing to the Board of County Commissioners or designee within ten (10) days with a request to convene a Grievance Panel consisting of four members, two selected by the Association (one of whom is not party to the grievance or been involved in the processing of the grievance) and two selected by the County with the same conditions applying as for the Association's selected people. The panel will convene within thirty (30) working days of receipt of request for the Grievance Panel to consider grievance. Should the panel reach a majority decision on the issue, the panel will issue a decision and that decision shall be final and binding on all parties involved in the grievance.

Step 5. If the grievance is not resolved at step 4, the Association may submit the grievance to arbitration, within ten (10) working days of the receipt of the step 4 response, in accordance with the following rules:

RULES OF ARBITRATION

Within ten (10) working days of receipt of the Association's written notice of its intent to arbitrate a grievance, the parties shall select an impartial arbitrator, who shall be agreeable to the Employer and the Association. In the event that the parties to the dispute are unable to agree upon the selection of an arbitrator, the parties shall request a list of five (5) potential arbitrators from the Federal Mediation and Conciliation Service or the Board of Personnel Appeals.

Within five (5) working days of the date of receipt of the list of arbitrators each party shall alternate in striking names until one remains. The remaining name shall be the arbitrator. A drawing of lots shall be used to decide which party strikes a name first.

The party requesting arbitration shall notify the arbitrator and the Federal Mediation and Conciliation Service or the Board of Personnel Appeals of the selection within three (3) working days from the date of selection.

The arbitrator shall conduct a hearing and render a decision within thirty (30) working days of date of the hearing. Such decision shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms of this agreement.

Each party shall share equally the cost of the arbitrator and each party shall be responsible for the cost of its open representatives and witnesses.

In the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay all costs.

ARTICLE 24: MISCELLANEOUS

Section 1: Registered Sanitarian Licensures

Employees who are hired as a Sanitarian in Training as a condition of employment must obtain their Registered Sanitarian license within one (1) year of employment. The employer will reimburse the

employee up to \$750 upon receiptable documentation of R.S. License. Employees who leave employment less than one year after attaining their R.S. license shall reimburse in full the amount to the employer through payroll deduction on their final paycheck.

The Employer will pay for any licenses required for an employee to perform the duties of their position. Only licenses that are required will be paid for and only the actual cost of the license. Employer will reimburse licenses that are due for renewal.

Section 2: Labor/Management

In order to facilitate communication and resolve issues of mutual interest, it is agreed that a Labor/Management Committee shall be formed to confer on day-to-day work-related issues. Labor and Management shall each be charged with establishing the composition of their respective place to initiate the committee and later on an "as needed" basis. The Committee shall be responsible for development of its charge and bylaws to govern the committee.

Section 3: Temporary Lead

Lead Position - It is understood by both parties that employees who are asked to be in a lead position have more duties and responsibilities to the successful accomplishment of the mission and vision of Cascade County. Compensation for time filling a lead position will be provided in two forms: 1) financial and 2) supervisory time. Employees filling a designated lead Position shall receive an additional .50 hour for every hour worked as lead. Employees will accrue time as a supervisor for every hour they are designated lead.

To be eligible to earn lead position compensation pay and supervisory time, the employee must receive documentation from their Division Manager showing the duration of time they were designated lead and a KRONOS time card printout, showing the actual time worked while being lead, must be attached to the letter designating the individual as lead. This documentation will be maintained in the employee's official employee record located in Human Resources.

Documented supervisory time will be considered when supervisory vacancies occur within the County and the employee applies for the position.

Team lead assignment will be determined by employee desire, seniority, fitness, ability and availability. The determination of an employee's fitness and ability shall be the right and responsibility of the Employer, as measured against the following considerations: The Employer asserts that the employee has the experience related to the job, where applicable; performs the work in the manner required by the Employer; protects the property and interests of the Employer; reports for work promptly and regularly; obeys all safety rules and regulations associated with the work; and maintains harmonious relations with co-workers.

Team lead's role in personnel matters is limited to advisory only; not responsible for any decision-making regarding personnel actions. Coverage for unanticipated vacation request to be reviewed by the lead and a recommendation made to the supervisor in charge.

ARTICLE 25: SEVERABILITY

Should any provision contained in this Agreement be declared invalid by reason of any existing or subsequently enacted legislation or court decree of competent jurisdiction, such terms of the Agreement shall be modified so as to conform to the requirements of such laws or decree, or other provisions of this Agreement shall continue in full force and effect.

During the term of this Agreement, it is understood that the Association will not cause, permit, or authorize its members to strike, sit down, slow down, or engage in any work stoppage or imitation of its County's services.

ARTICLE 26: TERM

This agreement shall become effective upon ratification by the Federation of the Cascade City County Health Department Local #7772 and Cascade County Board of County Commissioners, effective July 1, 2019. This agreement shall remain in effect until June 30, 2022.

Either Party may request negotiations for a successor agreement by giving written notice to the other Party during the month of February of the year of contract expiration. If neither party gives notice, the contract shall automatically renew for one additional year until such notice is given.

Should the CHCC, Inc. become a separate entity during this time, the Employer of record will become that separate entity and the contract will remain in full force and the parties will jointly notify the Department of Labor and Industry, Labor Standards Bureau.

ARTICLE 27: EMBODIMENT

It is mutually agreed that this contract sets forth the entire agreement between the EMPLOYER and the ASSOCIATION 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. Furthermore, there shall be no verbal or written agreement between the EMPLOYER and the ASSOCIATION in violation or contravention of this Agreement.

CONTRACT

19-86

Millie Olsen
Millie Olsen, President

Shelly Mackenstadt
Shelly Mackenstadt, MFPE Negotiation Team Member

Mary Frohlich
Mary Frohlich, MFPE Negotiation Team Member

Katie Brewer
Katie Brewer, MFPE Negotiation Team Member

Anna Attaway
Anna Attaway, MFPE Negotiation Team Member

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY

By Joe Briggs
Joe Briggs, Chairman

By James L Larson
James L Larson, Commissioner

By EXCUSED
Jane Weber, Commissioner

Attest

On this 18th day of July, 2019, I hereby attest the above written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore
Rina Fontana Moore
Cascade County Clerk and Recorder



APPROVED AS TO FORM:
Josh Racki, County Attorney

Deputy County Attorney

The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

ADDENDUM A

COMPENSATION SCHEDULE

Effective July 1, 2019: .90 increase for all existing employees.

Effective July 2, 2020: minimum 2% increase of MACO COLA not to exceed 3%, whichever is greater

Effective July 1, 2021: minimum 2% increase or MACO COLA not to exceed 3%, whichever is greater

Hiring Schedule Ranges:

WIC Nutrition Aides

Entry: \$11.13

Max: \$11.71

WIC Nutrition Educator Aides

Entry: \$14.57

Max: \$15.49

Social Workers, Community Health Education Specialist, S.I.T.'s, WIC Nutrition Educator, Case Manager

Entry: \$16.83

Max: \$17.79

Registered Sanitarians

Entry: \$20.48

Max: \$20.94

Registered Dieticians, Communications and Community Planner, Preparedness and Community Planner, Epidemiology Specialist

Entry: \$19.48

Max: \$22.89

At the discretion of the Health Officer/CEO, new employees may be hired at Entry through Maximum at the applicable level based on previous public health/health care experience.

Longevity Pay: Longevity pay shall be according to the following schedule:

<u>Years of Service</u>	<u>Amount of Increase</u>
6 continuous months	\$.10 per hour
5 continuous years	\$.15 per hour
10 continuous years	\$.25 per hour
15 continuous years	\$.35 per hour
20 continuous years	\$.45 per hour

The eligibility date for purposes of this section shall be the employee's date of hire with the AGENCY.