

COLLECTIVE BARGAINING AGREEMENT

between

**WESTERN MONTANA MENTAL
HEALTH CENTER**

AND THE

MISSOULA FEDERATION OF WMMHC- CSCT EMPLOYEES

TERM:

October 5, 2020 THROUGH August 15, 2022

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This Agreement is made and entered into this 5th day of October, 2020, by and between Western Montana Mental Health Center (hereinafter referred to as the "Employer" or "WMMHC") and the Missoula Federation of Western Montana Mental Health Center – CSCT Employees affiliated with the Montana Federation of Public Employees (MFPE), NEA, AFT, AFL-CIO (hereinafter referred to collectively as the "Union" or "Federation").

ARTICLE 1 - RECOGNITION

Pursuant to the Certification of Representative issued by the Regional Director of National Labor Relations Board Region 19 in Case No. 19-RC-241970, dated July 9, 2019, the Employer recognizes the Union as defined above as the exclusive collective bargaining representative of the employees in the following bargaining unit with respect to wages, hours of work, and other conditions of employment:

All full-time and regular part-time Behavior Specialists, Therapists I, and Therapists II, employed by the Employer and working in Missoula County under the Missoula County Comprehensive School and Community Treatment Program; excluding all other employees, managers, guards, and supervisors as defined by the Act.

Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement shall refer to all employees in the appropriate unit as above defined.

ARTICLE 2 - UNION SECURITY

- A. As the exclusive representative of the employees described in Article 1 – Recognition, the Union shall represent all such employees fairly, whether they are members of the Union or not. No employee shall be required to join the Union, but membership in the Union shall be made available to all members of the bargaining unit who apply, consistent with the Union constitution, bylaws and policies.
- B. Within thirty (30) calendar days of the date this Agreement is executed, all bargaining unit employees shall either join the Union and pay Union dues or may choose not to join the Union and pay the Union a monthly representation fee. The amount of the representation fee shall be determined by the Union and shall cover the Union's services in discharging its obligation to fairly represent members of the bargaining unit.
- C. The Union will notify members and nonmembers who fail to pay dues or representation fees of the exact financial obligation owed to the Union and may demand that such payment be received not later than thirty (30) calendar days of the mailing of such demand. In the event of an employee's failure to pay the amount owed to the Union within the time provided, the Union may demand that the employer discharge such employee. Upon verification to the Employer by the Union, accompanied by supporting documentation, that an employee has failed to comply with the provisions of this section, and that the discharge of the employee would not otherwise be unlawful, the Employer will discharge such employee unless the

Employer receives written noticed from the Union that the employee has satisfied the Union's demand.

ARTICLE 3 - UNION DUES

- A. Upon written authorization by any bargaining unit members, the Employer shall deduct from each of the employees' regular paychecks an amount equal to 1/26 of the annualized amount of the employee's dues or representation fees of the NEA/AFT/MFPE/FWMMHC-CSCTE as certified by the Union and shall deliver the dues to the Union by the 10th day of the following month.
- B. The Union will certify to the Employer, in writing, the annual amount of each employee's unified membership dues or representation fees.
- C. The Union shall indemnify and hold harmless the Employer and its administrators and employees against any and all claims, demands, suits, grievances or other liability, that may arise as a result of action taken by the Employer pursuant to this Article, including attorney fees and other costs.

ARTICLE 4 - UNION RIGHTS

- A. The Union shall notify the Employer of the names of the Building representatives, Union officers and members of the Unions' negotiation team. Building representatives will be allowed to carry out duties and responsibilities given to them by the Union so long as such duties and responsibilities shall not interfere with the Employer's operations to the building representations or any other employee's job duties and responsibilities. In addition, building representatives shall be permitted a reasonable amount of time during normal working hours to investigate discipline and/or discharge matters so long as such investigation does not interfere with or interrupt the Employer's operation or any employees' work performance or client services.
- B. The Union may be allowed to use space on a bulletin board at WMMHC's facilities in Missoula, Montana, where bargaining unit members are employed so long as any materials posted do not contain any disparaging or derogatory comments regarding the Employer. Size and location of the bulletin board to be used by the Union shall be approved by the Employer in advance and shall only be used for the following purposes:
 - 1) Union meeting notices;
 - 2) Union election notices; and
 - 3) List of Union Officers, Building Representatives, members of the Union negotiations team

- C. The Employer agrees that official Union notices and materials identified in the preceding paragraph that do not contain any disparaging or derogatory comments regarding the Employer may be sent to the bargaining unit members via the Employer's e-mail system.
- D. The Employer agrees to notify the union of all new bargaining unit employees within fourteen (14) days of the date of hire. A Building Representative shall be allowed to meet briefly, for up to twenty (20) minutes, with each newly hired bargaining unit member to provide him/her with a copy of this Agreement and explain the employee's rights and obligations under this Agreement.
- E. Following the conclusion of the annual orientation program for new Missoula CSCT employees, the Union shall be allowed an opportunity to meet with new bargaining unit employees for up to a maximum of thirty (30) minutes to provide them with a copy of this Agreement and explain their rights and obligations under this Agreement.
- F. WMMHC shall provide the Union President with notice of all regular and special Board of Director meetings, along with the date, time, place and agenda for each meeting.

ARTICLE 5 - EMPLOYEE HEALTH AND SAFETY

WMMHC is committed to providing a healthy and safe work environment. In addition to the preventive practices set forth in WMMHC's Policy 28.0 Employee Health and Safety, WMMHC will provide and require the use of health and safety devices, safeguards, or health and safety items that may be required by state or federal law.

WMMHC will provide training and adopt and use practices, means, methods, operations, and processes that are reasonably adequate to render the place of employment safe. If an employee reasonably believes that he or she is unable to safely perform assigned job duties and responsibilities, the employee shall notify his or her supervisor immediately to seek guidance on how to address the situation.

ARTICLE 6 - MANAGEMENT RIGHTS

The Union recognizes WMMHC's right to operate and manage the business in its sole discretion, and this right shall not be impaired in any way so long as the exercise of this right is not in conflict with the specific terms of this Agreement, including, but not limited to

- a) Direct employees;
- b) Hiring, promoting, transferring, assigning, and retaining employees;
- c) Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
- d) Maintaining the efficiency of its business operations;

- e) Determining the methods, job classifications, and personnel by which operations are to be conducted;
- f) Taking whatever actions may be necessary to carry out the missions of the organization in situations of emergency; or
- g) Establish the methods and processes by which work is performed.

All rights, powers, discretion, authority and prerogative to carry out the ordinary and customary functions of management, whether or not exercised by Employer prior to the execution of this Agreement, are reserved to Employer, except as specifically limited by this Agreement.

ARTICLE 7 - SCHOOL CONTRACTS

The parties acknowledge and agree that WMMHC's contracts with the Missoula County Public Schools (MCPS), Target Range, Hellgate, Clinton, and Lolo shall govern all CSCT services provided by WMMHC and shall take precedence over the terms of this Agreement. In the event that negotiated school contracts negatively affect the terms of mandatory subjects of bargaining contained in this Agreement, the parties agree to negotiate the effects of the negotiated school contracts, if requested.

ARTICLE 8 - EMPLOYEE PRODUCTIVITY

The Union recognizes that the Employer must operate efficiently. The Union further recognizes that the Employer is entitled to a fair day's work on the part of the bargaining unit members, and to this end, it is recognized by the Union that the Employer is entitled to the cooperation of the employees in maintaining and improving productivity and efficiency in all aspects of the Employer's business, including but not limited to, timely completion of all documentation associated with services provided to clients.

ARTICLE 9 - EMPLOYEE EVALUATION

Supervisors and employees are encouraged to discuss job performance and goals on an informal day-to-day basis. Their performance evaluation process is an opportunity for the employee and the supervisor to formally discuss job performance and evaluate expectations and career goals. Probationary employees shall be evaluated during their probationary period. Each employee's job performance will be evaluated approximately every 12 months after completion of the probationary period. Employees who do not meet job performance expectations may be given a plan of improvement with specific goals. Failure to meet their provisions of the performance improvement plan may result in discharge. Written performance evaluations and performance improvement plans must be signed by the employee and will be included in the employee's personnel file.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

The Employer shall have the right to discipline or discharge non-probationary employees for just cause. Any discipline or discharge shall be administered in accordance with the 26.0 Corrective Action and Discipline policy contained in WMMHC's Employee Policies Handbook. The concept of progressive discipline shall generally be followed by the Employer. However, the Union agrees that depending upon the nature or severity of the alleged offense, the Employer may not follow progressive discipline and may impose disciplinary action up to and including discharge. The Employer recognizes the right of bargaining unit employees to have a Union representative present during disciplinary meetings upon the employee's request.

During the probationary period, an employee may be discharged without cause or notice and without recourse. A probationary employee who has not completed six months of continuous service may not use the grievance procedure under this Agreement or under WMMHC's 27.0 Grievance Policy in relation to discipline or discharge, except for instances of harassment or discrimination.

ARTICLE 11 – SENIORITY, LAYOFF AND RECALL

- A. Upon successful completion of the probationary period, an employee's seniority shall accrue from the employee's most recent date of hire. Seniority shall not accrue during layoffs or other leave of absence without pay. Seniority shall terminate by voluntary or involuntary separation from employment.
- B. In its sole discretion WMMHC will determine the need for and timing of layoffs or reductions in force and the number of employees in each classification to be laid off or reduced. WMMHC will take the following factors into consideration in making decisions concerning layoffs or reductions in force: 1) the needs of the organization; 2) the employee's job performance; 3) seniority; and 4) any other related factors.
- C. In the event a position governed by this Agreement is eliminated or an employee's hours are reduced because of reorganization, lack of work, or lack of funds, the employee will be given written notice at least ten (10) business days in advance.
- D. In the event of a recall within 13 weeks of an employee's last day worked or the date his/her hours were reduced, the employee shall be notified in writing by certified mail at his/her last known address that they may return to work. An employee who has been laid off and is subject to recall shall be required to provide WMMHC with his/her mailing address and phone number he/she may be reached at during the recall period.
 - 1) Employee Response: A person shall accept or reject a notice of recall by notifying WMMHC in person or by electronic means, not later than 7 calendar days from the postmark on the recall notice. The employee will return to work not later than the date specified in the recall notice, unless an alternate date is agreed to by WMMHC and the employee.

- 2) Disqualification: An individual loses all rights of recall if he or she accepts a recall but fails to return to work on the date specified or agreed; fails to respond to or rejects a recall notice or is otherwise not eligible for reemployment.
- E. If an employee is rehired or transferred into a benefited position within 13 weeks of his/her last day worked or the date his/her hours were reduced, he/she will receive the same salary as at the time of termination or reduction of hours if hired into a position of the same pay grade/class. The employee will also begin accruing paid time off at the same accrual rate as on his/her last day of work or hour reduction. In addition, the employee will become eligible for the same health insurance benefits he/she held at the time of layoff on the first day of re-employment if rehired within 13 weeks of the date of layoff.

ARTICLE 12 - EMPLOYER POLICIES

Employees shall abide by the Employer's Mission, Vision, and policies, including but not limited to the policies contained in WMMHC's Employee Policies Handbook that are not in conflict with the provisions of this Agreement. In the event a policy is in conflict with this Agreement, the language of the Agreement shall govern.

ARTICLE 13 - GRIEVANCE AND ARBITRATION

In the event of a grievance, which is defined as a dispute concerning the meaning, application, or alleged violation of any provision of this Agreement, such grievance shall be settled by the procedure set forth below.

Step 1: Within ten (10) business days of the occurrence of a grievance, the employee shall meet with his/her immediate supervisor, or designee, to discuss the grievance. An earnest effort should be made to settle the grievance informally between the aggrieved employee and his/her immediate supervisor. If such meeting does not result in resolution of the grievance, the immediate supervisor, or designee, shall have ten (10) business days after the date of the meeting to issue a written response to the grievance.

Step 2: If the grievance is not resolved informally at Step #1, or no written response is offered, the grievant shall have ten (10) business days from the date of the immediate supervisor's response to present the grievance in writing to the CSCT Service Line Director. The written grievance must contain a description of the dispute concerning the meaning, application, or alleged violation of any provision of this Agreement. If the grievance is not submitted to the CSCT Service Line Director within ten (10) business days from the date of the immediate supervisor's response, it shall be deemed forever waived. The CSCT Service Line Director or designee shall arrange for a meeting with the grievant and the Union to take place within ten (10) business days to discuss the grievance. The CSCT Service Line Director or designee, shall have ten (10) business days from the date of the meeting within which to issue a written response to the grievance.

Step 3: If the grievance is not resolved at Step #2, or no written response is offered, the grievant shall have ten (10) business days from the date of CSCT Service Line Director's response to submit a written grievance to the Human Resources Director. The Human Resources Director or designee shall arrange for a meeting with the grievant and the Union to take place within ten (10) business days to discuss the grievance.

The Human Resources Director or designee shall have ten (10) business days after the meeting to issue a written response to the grievance.

Any grievance that cannot be effectively addressed by the authority responsible in a particular step of the grievance procedure shall be advanced to the corresponding authority and step having the power to effectively address the subject of the grievance.

In the event the parties are unable to resolve a grievance pursuant to the foregoing procedure, either party may, within ten (10) business days of the Step #3 decision, request that the issue be submitted to mediation in an effort to avoid arbitration. Mediation shall be non-binding, unless the parties mutually agree to resolution of the grievance at mediation, in which event the grievance will be resolved. Selection of the mediator will be by mutual agreement of the parties. The expense of mediation shall be borne equally by both parties.

If the grievance is not resolved at mediation, the grievant shall have fifteen (15) business days from the date of the mediation to submit a written request to the Employer to advance the grievance to arbitration and must set forth the exact issue(s) to be submitted to arbitration. The Employer and the Union shall select a disinterested third party to serve as arbitrator. In the event the parties are unable to agree upon an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of the names of 11 arbitrators and the parties shall alternately strike names from the list until one remains, and that person shall be the arbitrator. The first strike shall be determined by a coin flip.

The decision of the arbitrator shall be final and binding upon the parties. The cost of the arbitrator shall be borne equally by the parties. Each party shall bear the fees and expenses associated with presenting their case to mediation or the arbitrator.

The arbitrator shall have no authority to add to, or subtract from, or modify any of the terms of this Agreement. The arbitrator shall not have any authority to substitute his/her discretion for management's discretion. The arbitrator also shall have no power to establish language for this Agreement, wage rates, or new or changed job classifications, or to change any fringe benefits.

Exception to Time Limits

1. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. Similarly, steps of the grievance process may be waived only by written agreement of the parties and so indicated by written instrument.
2. Notwithstanding the expiration of this Agreement, any claim or grievance may be processed through this grievance procedure until resolution.

No Reprisals

No reprisals of any kind will be taken by the Employer or administration against any person because of participation in this grievance procedure.

Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(See Appendix A for Grievance Report Form.)

ARTICLE 14 - LABOR/MANAGEMENT COMMITTEE

The Employer and the Union agree to establish a Labor/Management Committee. The Committee shall be made up of six members; three appointed by the Union and three appointed by WMMHC. The Committee will meet on a quarterly basis to discuss items of concern to either party with agenda items solicited and agreed upon in advance of the meeting. All items agreed upon by the parties to be addressed by the Committee be placed on an agenda and distributed in advance of the meeting.

The purpose of this Committee is to facilitate communications between the Employer and the bargaining unit. It is not to take the place of contract negotiations or the grievance procedure under this agreement.

ARTICLE 15 - EMPLOYEE WORKLOAD AND CONDITIONS

Employee Workday

1. During the school year, employees shall work an eight-hour day.
2. CSCT employees are required to attend WMMHC meetings, including meetings scheduled on non-school days, unless excused by a supervisor or due to participation in crisis intervention. WMMHC will provide employees with at least 24 hours advance notice of all WMMHC meetings
3. CSCT employees are expected to perform all duties and clinical obligations within the 8-hour workday. If in the professional opinion of the CSCT employee a break during the workday is necessary, the employee may take a short break of 15 minutes or less. In addition, CSCT employees may eat lunch during the workday while performing duties

Client Caseload

Client caseload is based on the number of students in need of CSCT services at each school. Client caseload numbers shall allow employees to maintain rigor in ethics and professional services. In the event a team or an employee believes they are clinically unable to meet the needs of the clients assigned to them, such team or employee shall notify their immediate supervisor. The supervisor will evaluate client caseload and make a determination regarding whether an adjustment to the number of clients assigned to that team or employee is appropriate.

ARTICLE 16 - SCHOOL YEAR BILLING AND PRODUCTIVITY STANDARDS

During the school year months of September through May, each employee should strive to provide a level of direct services that allows the team to meet the following billing and productivity standards:

A. For the months of September through May, each team member shall be expected to provide any combination of billable units necessary to meet the following team productivity standards:

1. at least 175 billable hours per month (700 units per month)
2. maintain at least 40/60 billing ratio
3. no more than 6.75 clinically justified billable hours per day per client
4. meet individual treatment needs
5. provide continuity of care that meets the requirements of the Montana Administrative Rules

In order to meet these billable hour and productivity standards, staff may be required to work hours outside the normal school day schedule, including PIR (Pupil Instruction Related) days, snow days, spring break, etc.

B. Teams may exceed the minimum monthly billing requirement, however, upon reaching the maximum monthly Medicaid billing reimbursement amount allowed under the Montana Administrative Rules of 180 billable hours/720 units, no further Medicaid billing activity can be counted toward a team's monthly billing productivity. Separate billing sources such as CHIP, private insurance, private pay may will be counted toward a team's monthly billing productivity.

C. For the months of September through May, CSCT employees will follow the school calendar of the particular school to which they are assigned and will not be required to be present at school or engage in billable activity with clients on days school is not in session so long as the employee is meeting the billing and productivity standards in paragraph a. of this Article and there is no WMMHC training planned.

D. On scheduled school days, at least one CSCT employee/team member must be present, unless approved by the employee's immediate supervisor or Service Line Director. CSCT employees may not have more than five planned absences in a month when school is in session. If a CSCT employee has a planned absence on a scheduled school day, such absence must be taken as a Floating Holiday. If all Floating Holidays have been depleted, such absence may be taken as leave without pay upon approval of the employee's immediate supervisor or Service Line Director. When school is canceled due to weather conditions, employees will be paid using the CSCT non-workday ADP code. However, monthly billing expectations will not be adjusted for days when school is canceled due to weather.

E. Supervisors and teams/employees who struggle to meet minimum productivity and paperwork expectations will engage in ongoing communication in order to develop a plan to ensure sustainability of the team/program. If a team and/or individual employee is not meeting billing and/or paperwork expectations, such employees will be expected to work on day(s) when school

is not in session to attempt to satisfy billing and/or paperwork expectations or complete assigned training.

ARTICLE 17 - SUMMER BILLING AND PRODUCTIVITY STANDARDS

- A. During the months of June, July and August of 2020 the following options were given and chosen:

OPTION 1 Full-Time option:

Return to CSCT: 500 team unit expectation or 250 individual unit expectation (if there is not a team) per month. The expectation is that you will have continued conversations with your program supervisor and Service Line Director. If there is a valid reason and you are in communication with the management and are unable to get 500 units, you may not receive disciplinary action. If you hit your 500 units, for hourly employees, you may use Non-CSCT workdays for the rest of the Month.

Outpatient or Targeted Case Management: This includes 5 billable hours/events per day or 100 billable hours a month.

OPTION 2 Variable option:

CSCT option: Per ACA guidelines, you will remain benefits-eligible for benefits for 90 days. You will not be able take or earn PTO but will be paid out your PTO bank before you enter into variable status. You will receive 1 hour of Administrative time (paperwork, travel time) per 5 hours of billable time. It is an expectation that your timecard closely matches your clinical documentation. In order to meet the ARM rules, you must meet the minimum ARM requirements which is 16 hours during the summer. There continues to be much flexibility in meeting these requirements such as the ability to continue to use platforms such as Google, FaceTime and Zoom. CSCT Therapist and Behavior Specialist can continue to also bill Case Management Services which will count toward productivity. It is also the agency's understanding that the state will move to Phase II on June 1st 2020 and many of our clients need more than the minimum of services outlined by ARM rule. We ask that you tailor services and programming based on needs of our clients and schools.

Outpatient or Targeted Case Management: Per ACA guidelines, you will remain benefits-eligible for benefits for 90 days. You will not be able to take or earn PTO but will be paid out PTO before you enter into variable status. You will only get paid for the hours you bill. You will receive 1 hour of Administrative time (paperwork, travel time) per 5 hours of billable time. It is the expectation that your timecard closely matches your billable hours for the week. It is the expectation that you will bill 5-20 hours per week.

OPTION 3 Lay off:

Layoff for the summer and recall in the Fall before School starts. PTO payout is per policy. If an employee failed to select an option, the layoff option was chosen.

- B. During the months of June, July and August of 2021, each team may select from the following options:

OPTION 1 Full-Time option:

CSCT option: 500 team unit expectation or 250 individual unit expectation (if there is not a team) per month. The expectation is that you will have continued conversations with your immediate supervisor and Service Line Director. If there is a valid reason, and you are in communication with management, about the inability to attain 500 units, you will not receive disciplinary action. If you hit your 500 units, for hourly employees, you may use the Non-CSCT workdays for the rest of the month.

OPTION 2 Variable option:

CSCT option: 250 team unit expectation or 125 individual unit expectation (if there is not a team) per month. The expectation is that you will have continued conversations with your immediate supervisor and Service Line Director. If there is a valid reason, and you are in communication with management, about the inability to attain 250 units, you will not receive disciplinary action. Per ACA guidelines, you will remain benefits-eligible for 90 days. You will receive 1 hour of Administrative time (paperwork, travel time) per 5 hours of billable time. Additional Administrative time may be allowed upon pre-approval of the employee's immediate supervisor or the Service Line Director. It is an expectation that your timecard closely matches your clinical documentation. In order to meet the ARM rules, you must meet the minimum ARM requirements which is 16 hours during the summer. Many of our clients need more than the minimum of services outlined by ARM rule and services and programming should be based on the needs of our clients and schools.

- C. Commencing in 2021, during the months of June, July and August, each team shall be expected to provide any combination of billable units necessary to meet the following team productivity standards:

1. at least 125 billable hours (500 units) per month for the Full-Time option
62.5 billable hours (250 units) per month for the Variable option
2. maintain at least 40/60 billing ratio
3. no more than 6.75 clinically justified billable hours per day per client
4. meet individual treatment needs
5. provide continuity of care that meets the requirements of the Montana Administrative Rules

- D. In order to ensure continuity of care and consistent staffing, teams are encouraged to coordinate a summer schedule that allows both team members to be present for direct service days. It is not guaranteed that substitute staff will be available to programs.

ARTICLE 18 - CSCT NON-WORKDAYS

- A. The purpose of CSCT Non-Workdays is to provide a paid time off incentive for CSCT employees/teams to engage in self-care, personal/professional development, and attend to personal business. To be eligible for CSCT Non-Workdays, an employee must meet the following criteria:

1. All documentation is completed in a timely manner in accordance with the Montana Administrative Rules, the Mental Health Bureau, and WMMHC documentation policies.
 2. The employee is on track to meet the current month's billing and productivity standards.
- B. CSCT Non-Workdays may only be used on identified days when the employee's school is not in session (i.e., Winter break, Spring break, Thanksgiving break), so long as the employee's administrative and clinical obligations set forth in paragraphs A. 1. and 2. are met. CSCT Non-Workdays may not be used when school is in session and students are present. CSCT Non-Workdays will vary according to individual programs and school calendars.
- C. CSCT Non-Workdays are considered non-work hours and shall not be used in calculating overtime. CSCT Non-Workdays are on a "use it or lose it" basis.
- D. WMMHC reserves the right to hold training on PIR days or other days when school is not in session. WMMHC will provide at least 24 hours advance notice of training.
- E. CSCT employees will receive 8 Floating Holidays each calendar year, which may be used for any reason, so long as approved by a supervisor in advance. Floating Holidays are on a "use it or lose it" basis.
- F. CSCT employees are not eligible for ESL or PTO

ARTICLE 19 - EMPLOYEE BENEFITS

Employees working between 32 and 40 hours per week on a regularly scheduled basis are eligible for **ALL** benefits offered by the Employer as set forth in Policy 17.0, including the medical plans. Employees working between 20 and 30 hours per week on a regularly scheduled basis are eligible for ALL benefits, **EXCEPT the medical plans**. Employees who regularly work less than 20 hours per week are not eligible for benefits except for the Employer's Employee Assistance Program and Verizon Wireless Discount.

In addition, employees governed by this Agreement are entitled to the benefits set forth in the following policies contained in WMMHC's Employee Policies Handbook provided that they meet the applicable eligibility requirements:

Policy 17.0	Employee Benefits
Policy 23.0	Family and Medical Leave Act (FMLA)
Policy 24.0	Leave of Absence Other Than Family and Medical Leave
Policy 29.0	Workers' Compensation

ARTICLE 20 - COMPENSATION

Effective at the beginning of the first pay period in October 2020, employees shall be placed on the following wage matrix:

Therapist		Behavior Specialist	
Master's degree Just graduated	\$19.00	Newly Employed	\$14.50
Master's degree 1-year experience	\$19.50	1-year experience	\$15.00
Newly Licensed	\$20.50	3 years' experience	\$15.50
Licensed 3 years' experience	\$21.50	5 years' experience	\$16.00
Licensed 5 years' experience	\$23.00	10 plus years' experience	\$16.50
10 Plus years' experience	\$25.00	12 plus years' experience	\$17.00
15 Plus years' experience	\$26.00	15 plus years' experience	\$18.50

All wage increases are dependent upon the employee meeting billing and clinical obligations and receiving a satisfactory annual performance evaluation.

Placement on the wage matrix will be determined by the Service Line Director after taking into account each employee's credentials and experience and meeting with each employee to discuss placement on the wage matrix. Employees are required to submit all information about their credentials and experience they wish to have considered for placement on the matrix to the Service Line Director by no later than September 1, 2020.

ARTICLE 21 - EFFECT OF AGREEMENT

The parties acknowledge that during negotiations resulting in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to all lawful subjects or matters of collective bargaining and that this Agreement sets forth the parties' complete agreement on all subjects on which the parties bargained or could have bargained. For the duration of the Agreement, neither party shall be required to bargain about any other subject or matter. All subjects or matters not included in the Agreement shall be deemed to have been raised and bargained for as if covered by the Agreement. The provisions of this Agreement supersede any and all prior agreements, practices, or policies concerning terms and conditions of employment, insofar as such are inconsistent with the expressed provisions of this Agreement.

Nondiscrimination Clause

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, domicile, residence, or family relationship to another employee.

ARTICLE 22 - NO STRIKE/NO LOCKOUT

The parties agree that there will be no strikes, work slowdowns or other work stoppages, picketing or other interference with the Employer's operations, or lockouts during the term of this Agreement.

ARTICLE 23 - SAVINGS CLAUSE

If any provision of this Agreement or the application of any provision is declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 24 - TERM OF AGREEMENT


This Agreement is effective on the 5th day of October, 2020, and shall continue in effect until the 15th day of August, 2022, at which time it automatically renews and continues from year to year thereafter, unless written notice is given by either party to the other not less than ninety (90) days prior to its expiration date on the 15th day of August in any year indicating that changes are desired in any or all of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**MISSOULA FEDERATION of WMMHC
CSCT EMPLOYEES**

**WESTERN MONTANA MENTAL
HEALTH CENTER**

By 

By 

Title FWMHC - CSCTE PRESIDENT

Title CEO

Date 10/22/20

Date 10.06.20

APPENDIX A
GRIEVANCE REPORT FORM

Aggrieved Person _____ Date Filed _____

Worksite _____

Statement of Grievance:

Applicable Contract Provision(s):

Action Requested or Relief Sought:

Signature of Aggrieved _____ Date _____

STEP 1

1. Decision of Immediate Supervisor/Designee:

Signature of Immediate Supervisor/Designee _____ Date _____

2. Aggrieved Person's Response:

_____ I accept the above decision.

_____ I hereby refer the above decision to next step of the
grievance procedure.

3. Reasons:

Signature of Aggrieved

Date

STEP 2

1. Date Received by Service line Director or Designee:

2. Decision of Service Line Director or Designee:

Signature of Service Line Director or Designee

Date

3. Aggrieved Person's Response:

_____ I accept the above decision.

_____ I hereby refer the above decision to next step of
the grievance procedure.

4. Reasons:

Signature of Aggrieved

Date

STEP 3

1. Date Received by Human Resource Director or Designee:

2. Decision of Human Resource Director or Designee:

Signature of Human Resource Director or Designee

Date

3. Aggrieved Person's Response:

_____ I accept the above decision.

_____ I hereby refer the above decision to next step of
the grievance procedure.

4. Reasons:

Signature of Aggrieved

Date

STEP 4

1. Date Submitted to Mediation: _____ Mediator: _____

2. Resolution Reached at Mediation:

_____ Yes

_____ No

STEP 5

1. Date Submitted to Arbitration: _____ Arbitrator: _____

2. Disposition and Award of the Arbitrator:

TO BE FILED IN SEPARATE GRIEVANCE FILE SEPARATE FROM PERSONNEL FILE OF AGGRIEVED