

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**WESTERN MONTANA MENTAL  
HEALTH CENTER**

**AND THE**

**MISSOULA FEDERATION OF WMMHC- CSCT EMPLOYEES**

**TERM:**

**April 19<sup>th</sup>, 2023 through June 30<sup>th</sup>, 2025**

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This Agreement is made and entered into this 20<sup>th</sup> day of February 2023, 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 variable Behavior Specialists, Therapist-CSCT-Licensed and Therapist-CSCT-Candidate, 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 notice 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 10<sup>th</sup> 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 all schools located within Missoula County 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 work product that meets or exceeds expectations from 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. Bargaining unit employees will be evaluated for performance as determined by WMMHC Policy 25, "Employee Performance Evaluations". 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 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. An employee who has not completed the required probationary period 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) School site specific; 2) seniority; 3) the employee's job performance; 4) the needs of the organization; and 5) 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 who otherwise meets all necessary requirements 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. 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 the month following 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 Division 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 Division Director within ten (10) business days from the date of the immediate supervisor's response, it shall be deemed forever waived. The CSCT Division 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 Division 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 Division 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*

- A. 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.
- B. 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 - EMPLOYEE WORKLOAD AND CONDITIONS

### *Employee Workday*

- A. During the school year, employees shall work the schedule as designated by management.
- B. 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.
- C. CSCT employees are expected to perform all duties and clinical obligations within the designated schedule. 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.
- D. WMMHC shall provide one cell phone per CSCT team for work-related activities in compliance with WMMHC Policy 11, Use of Electronic Resources and Social Media Policy.

### *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 compliance with management direction and the Administrative Rules of Montana. In the event a team or an employee requests a change in caseload, such team or employee shall notify their immediate supervisor. The supervisor will evaluate client caseload and make a determination regarding whether an adjustment to caseload is appropriate.

## ARTICLE 15 - BILLING AND PRODUCTIVITY STANDARDS

During the school year months of September through May, each employee shall 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 120 billable service days per CSCT team member per month as defined by the Administrative Rules of Montana
  - 2) meet individual treatment needs
  - 3) provide continuity of care that meets the requirements of the Montana Administrative Rules
- B. Teams may exceed the minimum monthly billing requirement. Separate billing sources such as CHIP, private insurance, private pay will count toward a team's monthly billing productivity, provided required documentation has been completed and submitted.
- C. On scheduled work days, at least one CSCT employee/team member must be present at the assigned location, unless approved by the employee's immediate supervisor or Division Director. If a CSCT employee has a planned absence on a scheduled work day that has been approved by management, such absence must be taken as PTO or as a Floating Holiday. If all available time has been depleted,

such absence may be taken as leave without pay in compliance with Policy 24.0 Leaves of Absence Other Than Family and Medical Leave.

- D. 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 work with their direct supervisor to establish a plan for coming into compliance with work expectations. Such plans may include performance improvement and/or corrective action plans.

In months during which schools are not in normal session (June, July, and August), employees will conduct CSCT programming in compliance with the Administrative Rules of Montana, in compliance with the employer's contractual obligations, and at the direction of their supervisor and agency management.

- A. The employment status of bargaining unit employees will transition to variable hours for the months of June, July, and August in order to accommodate the various program needs specific to each school site. Employment status will revert to a full-time status that corresponds to the appropriate FLSA classification for months during which schools are in normal session (September through May) as described in the preceding language in this Article.
- B. WMMHC management will work with each CSCT team to predetermine summer programming and workload in advance of the transition to variable hour status. This predetermined program and any deviations must be approved by the Division Director in advance.

#### **ARTICLE 16 - EMPLOYEE BENEFITS**

Bargaining Unit employees will be offered the same health and welfare benefits as other WMMHC employees per the WMMHC policy 17.0 Employee Benefits. Benefits will be administered per federal, state, and local laws and per WMMHC contractual agreements with the benefit providers. Benefits and associated costs will be reviewed, and possibly altered, on an annual basis. WMMHC maintains the right to make these changes at their discretion. Additionally:

- A. Bargaining Unit employees will accrue PTO per WMMHC policy 18, Paid Time Off policy.
- B. Bargaining Unit employees will accrue ESL per WMMHC policy 21, Extended Sick Leave policy.
- C. Bargaining Unit employees are eligible for the WMMHC holiday schedule, including floating holidays, per WMMHC policy.
- D. CSCT employees will be included in the current Longevity Policy.

The use of PTO and floating holidays require approval from the employee's immediate supervisor or the Division Director. Scheduled holidays are set annually for all WMMHC staff and do not require additional preapproval. ESL will be administered per WMMHC policy 21.

When bargaining unit members are moved to a variable, hourly status for the summer months of June, July, and August, they will be able to continue their health benefits, even if the member is not in a stability period as defined by federal statute. If employees do not work enough hours per week to cover their portion of benefits, these must be prepaid for the summer months. If any employee is terminated, either voluntarily or involuntarily, their coverage will be terminated per the benefits contract and any

prepaid amounts not used for coverage, per contractual agreement, will be refunded. Accruals for and use of Paid Time Off and Extended Sick Leave, as well as the WMMHC Holiday Policy, will be suspended for time during which bargaining unit members are employed in a variable status.

#### **ARTICLE 17 - COMPENSATION**

- A. Effective during the term of this Agreement, employees shall be placed into the most current WMMHC compensation program for Behavior Specialists, Therapist-CSCT-Licensed, and Therapist-CSCT-Candidates respectively.
- ~~B. Behavior Specialists positions will be classified as non-exempt employees. Therapist-CSCT-Licensed, and Therapist-CSCT-Candidate positions will be classified as exempt employees. When full time CSCT exempt employees are moved to a variable hourly status, their exemption will be changed to non-exempt.~~
- C. All compensation adjustments will follow WMMHC policy and be inclusive of the employee meeting billing and clinical obligations and receiving a satisfactory performance evaluation.

#### **ARTICLE 18 - 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. Neither party may implement items which are mandatory subjects of bargaining without discussion and a signed Memorandum of Agreement between the parties. If items that are subject to mandatory bargaining require implementation due to State or Federal regulation, parties agree to convene and discuss the effects of those items on bargaining unit members. 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.

#### **ARTICLE 19 - 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 20 - 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 21 - TERM OF AGREEMENT**

This Agreement is effective on the 20<sup>th</sup> day of February and shall continue in effect until the 30<sup>th</sup> day of June, 2025.


Signatures to follow:

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 FWMMHC-CSCTE President

Title CEO

Date 4/19/2023

Date 04.19.23