

DEPARTMENT OF LABOR AND INDUSTRY

2023 SUPPLEMENTAL AGREEMENT TO THE MFPE MASTER CONTRACT

MASTER CONTRACT AMENDMENTS

NOTE - Where specific Article and Section references appear, the language, which follows, modifies MFPE Master Contract language. All other supplemental section language is unique to the Department of Labor and Industry (DLI).

ARTICLE 1 – RECOGNITION

Supplemental Section

Section 5: BARGAINING UNIT: This supplement covers those employees who have been included in the bargaining unit #38 at the Department of Labor and Industry.

All employees of the Montana Department of Labor and Industry except:

- (1) personnel exempt under 39-31-103 MCA;
- (2) positions in agencies that are administratively attached to the Department of Labor and Industry;
- (3) positions in the Office of Legal Services;
- (4) positions in the Office of Human Resources;
- (5) positions in the Labor Relations and Employment Mediation Unit in ESD;
- (6) positions in the Office of Administrative Hearings; and
- (7) positions in the Building and Commercial Measurements Bureau.

ARTICLE 2 – FEDERATION RIGHTS

Supplemental Section

Section 10. REPRESENTATION

Subsection 1. With management's permission, designated chapter representatives will be allowed reasonable paid time to work on bargaining unit matters, including but not limited to, grievance processing and federation information dissemination. The federation agrees to notify management of who the designated chapter representatives are.

Subsection 2. Rest breaks and meal periods are duty-free times, and during those times the Employer may not restrict an employee from leaving the work site.

ARTICLE 7 – PAY AND HOURS

Supplemental Sections

Section 17. ALTERNATIVE SCHEDULES: The Employer recognizes the importance of work-life balance and the value of offering employees flexibility in their work schedules. To support employees in achieving a healthy balance, the following shall apply:

Subsection 1. Employees may request an alternative schedule, including the option to work four ten-hour days per week, subject to the operational requirements of the organization. Supervisors shall review and consider such requests in a fair and consistent manner, taking into account the needs of both the employee and the organization. Requests shall not be unreasonably denied.

Subsection 2. If a request for an alternative work schedule is denied, the supervisor must provide the employee with a written explanation, outlining the specific operational reasons for the denial, within 10 working days of the request submission. The written denial must be reviewed by the Human Resources department to ensure that all reasonable attempts were made to consider and accommodate the request before it was denied.

Section 18. COLUMBUS DAY: Employees may, with management's approval, work on the Columbus Day Holiday and bank the equivalent hours worked and receive equivalent time off at their regular rate on a later date. Employees who elect to work Columbus Day under this Floating Holiday provision may not receive one and one-half times their regular rate for the hours worked on Columbus Day (as outlined in the DLI Holiday Policy D(a)(i)). If, however, an employee is required by management to work Columbus Day, the employee will receive one and one-half times their regular rate.

Subsection 1. Management must approve or deny the request to work on Columbus Day as a Floating Holiday in writing, using the DLI Floating Holiday form.

Subsection 2. If management denies a request to work on Columbus Day as a Floating Holiday, there must be a stated business reason for doing so. Legitimate business reasons may include, but are not limited to:

- a) No productive work to be performed when the office is closed to the public.
- b) No adequate supervision if required for the type of work.
- c) The employee has documented performance issues.
- d) Overtime would likely be incurred due to the employee working the holiday.

Subsection 3. Approval to take time off and use the banked holiday hours is subject to the agency's approval procedures for taking other leave including Annual Leave, Compensatory Time, and Banked Holidays.

Subsection 4. No offices will be open on statutorily required holidays (Mont. Code Ann. § 1-1-216 et al.) due to this Floating Holiday provision.

Section 19. BIENNIUM PAY: Effective July 2, 2024, any employee whose wage as of July 2, 2024, is equal or less than 87% of the 2022 Market Midpoint shall receive a .50 cent per hour

increase in pay.

Subsection 1. Wage scale. The parties agree to eliminate all steps on the wage scale with the exception of Steps 5 and 6. Step 5 shall be retitled “Probationary Employee” and shall reflect the DLI entry wage for probationary employees. Step 6 shall be retitled “Permanent Employee” and shall be the DLI wage for a permanent employee after the successful completion of the employee’s probationary period.

Subsection 2. Reclassification: Thirty-five positions in the Employment Standards Division will be re-classified based on the most recent DLI Human Resources review in 2023. Any corresponding wage increases will be effective upon ratification of the Tentative Agreement. See Article 1 Section 5 of this agreement.

ARTICLE 10 – LEAVES

(Section 2, Subsection 4)

Supplemental Section Language – DOCTOR'S EXCUSES

In the event that the Employer requires an employee to obtain a doctor's certificate through a doctor of the Employer's choice to substantiate a medical condition, the Employer shall provide the employee with a choice of physicians where possible and shall bear the cost of such examination.

ARTICLE 12 – JOB SECURITY

(Section 1)

Supplemental Section

Subsection 1. PROBATIONARY PERIOD: The probationary period may be extended up to an additional six months upon agreement between the Employer and the employee.

Subsection 2. TRIAL PERIOD: An employee who laterally transfers or is promoted may be required to serve a trial period of up to six months. The employee who does not satisfactorily complete the trial period shall be returned to their former position, if available, or to a similar position at the same grade.

Subsection 3. MANAGEMENT SUPPORT OF EMPLOYEES: Any time an employee is suspected of wrongdoing, including infractions of policy, rule, regulation, or law, the employee shall have the allegations presented to them by a management representative and shall be shown any written complaints or charges. Prior to forming opinions about the validity of the allegations, and before taking disciplinary action (beyond informal counseling), management will consider the employee's response. If (after considering the employee's response) management believes the allegations are valid and takes formal disciplinary action, the action shall be subject to the grievance procedure.

ARTICLE 13 – SENIORITY

(Revised Section 4)

Section 4. Qualifications, seniority, and capabilities shall be the controlling factors in selection of employees for layoff among positions of the same class code within a geographic location. For the purposes of layoff, capabilities will be measured through the Performance Appraisal system. Qualifications will be based on job duties performed and seniority will be given preference.

Supplemental Sections

Subsection 1. For the purposes of this section, geographic location will be as follows:

- (a) Each local Workforce Center will be considered a separate geographic location under one manager.

- (b) Workforce Service Division, central office, will be considered a separate geographic location.

- (c) UI Division will be considered a separate geographic location. The Employment Standards Division will be considered a separate geographic location. The Technology Services Division will be considered a separate geographic location. Central Services Division is considered a separate geographic location.

ARTICLE 13 – SENIORITY

(Revised Section 6)

Section 6. No permanent employee shall be laid off while a temporary employee in the same skill is retained. For the purposes of this section, skill shall be defined as qualifications and capabilities. For the purposes of this section, skill shall be defined as qualifications and capabilities.

Supplemental Sections

Subsection 1. PROTECTIONS: No permanent employee shall be laid off while a temporary employee in the same skill is retained. In order to maintain continuous employment, employees who are in a laid-off status or who are scheduled for layoff may be transferred to a vacant position upon agreement of the Employer and the employee and after notification to the union without a competitive hiring process and without compliance with this or any other provisions of the agreement.

In order to maintain continuous employment, employees who are in a laid-off status or who are scheduled for layoff may be transferred to a vacant position upon agreement of the Employer and the employee and after notification to the union without compliance with this or any other provisions of the agreement.

Subsection 2. INVOLUNTARY REASSIGNMENT RIGHTS: In the cases of involuntary reassignment, employees shall retain their existing salary for six months, benefits, and seniority.

- (a) Unsuccessful Placement: If the Employer is unable to identify an alternative position for an affected employee, or if the employee is unsuccessful in securing an alternative position, the employee shall be subject to the layoff provisions outlined in the Layoff and Seniority section of this agreement and all applicable policy.

Subsection 3: LAYOFF NOTIFICATION: The Employer shall provide employees affected by a layoff with a minimum of 14 days written notice or pay in lieu of notice. The notice shall include the reason for the layoff, the effective date, and information on any available resources or support services, such as job placement assistance or retraining opportunities.

Subsection 4: SENIORITY LIST: The Employer shall maintain an up-to-date seniority list for all employees covered by the agreement. The list shall be made available to the Union and employees upon request and shall be updated at least annually. Any discrepancies in an employee's seniority shall be brought to the attention of the Employer and, if necessary, corrected in a timely manner.

Subsection 5: RE-EMPLOYMENT RIGHTS: The application of employees with permanent status laid off or subject to layoff who are qualified to fill a vacancy, or a newly created position will be given preference over other equally qualified applicants. These rights shall be limited to two years from the date of layoff.

ARTICLE 14 – VACANCIES AND PROMOTIONS

Supplemental Section

Section 2. SELECTION: The Employer will fill vacancies through an agency-competitive or open-competitive procedure. The employer will make a good faith effort to fill all permanent bargaining unit positions with current bargaining unit members. Bargaining unit members will receive a preference under Article 13, Section 3 of the MFPE master contract. The employer agrees that the weights assigned to qualifications, capabilities, and seniority will be assigned consistently for similar positions with similar duties.

Qualifications will normally be measured through an evaluation of quality of relevant education and experience as demonstrated through the application and application supplement or other written materials. Capabilities will normally be measured through some combination of the following: a structured interview, job-related performance examinations, reference checks, and performance appraisal information. In the selection process, performance evaluations will not be used to compare one applicant with another but used to substantiate other information obtained through the process. In the given applicant pool seniority, qualifications, and capabilities will be measured in the same fashion. All vacancies will be posted for a minimum of seven working days.

Current permanent DLI employees and eligible laid off employees in a reduction-in-force status may apply for positions advertised through Internal Recruitment. Current temporary employees who were originally hired through a competitive hiring process may apply through Internal Recruitment. Current temporary DLI employees who were not hired through a competitive hiring process may not apply for permanent positions advertised through Internal Recruitment.

ARTICLE 15 – RATINGS AND WARNINGS

(Section 1)

Subsection 1. POSITION DESCRIPTIONS: The Employer will work with existing employees to ensure that the employees will have opportunities to give input on any changes in their position descriptions. If requested, an employee will be provided with a copy of their current position description.

ARTICLE 25 - INDEPENDENT SUPPLEMENTAL LANGUAGE

Section 1: LABOR MANAGEMENT COOPERATION COMMITTEE: There shall be a Labor Management Cooperation (LMC) Committee. Protocols may be modified at any time by the committee. The LMC Committee agrees to discuss the following items during this contract period:

- Education and Training
- Bringing the Safety Committee and the LMC Committee together to address health and safety concerns

Section 2: RELEASE TIME FOR BARGAINING: Union members will be given up to a collective total of 150 hours per year release time to work on issues of mutual benefit to the Union and the Employer and to promote collaborative work efforts and problem solving. This includes release time for negotiations, and other labor relations events. Release time must be pre-approved through the supervisory chain of command and must be coordinated through the Human Resource office. Release time may not be used for grievance preparation.

Section 3: REASSIGNMENT

The Employer has authority to reassign employees within job assignments at the same *office* location. The employer will discuss the reason for the reassignment prior to the starting time and, if requested, will provide the employee with a written explanation of the reason for the reassignment if the reassignment will last more than one month. Reassignment will be based solely on work-related needs. Except in emergency situations, the Employer will provide the appropriate orientation prior to reassignment.

Where there are specific job-related needs, the employer may designate a specific employee for reassignment. In those cases where the reassignment is involuntary, the employee may elect to return to the former position or a like position after two years when such a position is available. If there is no need to reassign a specific individual the Employer will seek volunteers before making the reassignment.

Section 4: TRANSFER

Transfer means reassignment to another community outside the local office service area or the central office. Service areas with multiple locations in the same community are considered one local office, if managed by one manager.

If two offices are established in a local service area (community) and a transfer is needed, or a transfer is needed between two communities, the following criteria will be followed:

1. Qualified volunteers will be sought.
2. The most junior qualified employee will be assigned if qualified volunteers are not forthcoming.
3. Ten days' notice will be given, unless otherwise agreeable. However, in cases where funding is eliminated, or unusual circumstances prevail, transfers may be made on a more immediate basis.

4. The promotional policy as agreed will be followed in cases of lateral transfers within the Division.

When qualified volunteers or the most junior qualified employees do not meet the Employer's specific needs, and the Employer wishes to transfer a specific employee, the following criteria will apply:

1. The Employer will present the selected employee and the local Montana Federation of Public Employees representative with written justification for the transfer. If the employee accepts the transfer, the remainder of the procedure may not be followed.
2. If the employee does not wish to transfer voluntarily, the Employer will reconsider its need to transfer that specific employee giving due consideration to the employee's reasons for refusing.
3. If the Employer reaffirms its original transfer decision, a meeting will be held with the affected employee and a Montana Federation of Public Employees staff member (or other representative of the employee's choice), and the Division Administrator in an attempt to reconcile the employee's concerns and ensure that the transfer is necessary for the specific needs of the Employer.

Section 5: EDUCATION AND TRAINING

The Employer shall make a good faith effort to provide education and training to all bargaining unit employees. Training required to maintain or improve skills for the employees' current position will be scheduled during paid time. All cost relating to this required training will be paid by the Employer. Employees will have input when identifying individual training needs and in establishing an individual educational and/or training plan. If a request for education or training is denied, the Employer will document in writing the reason for such denial.

Section 6: JOB SHARING

A current employee may request to alter his/her position to a job-shared position. If the Employer agrees to the request, the other half of the position will first be offered in-house and then to laid off unit members. If one half of a job-shared position becomes vacant, it will first be offered to the other half-time employee on a full-time basis. If that employee declines the full-time position, the half position will be offered first in-house and then to laid off unit members.

If the current job-sharing employee does not want the position on a full-time basis, and if the position is unable to be filled either in-house or with laid off bargaining unit members, the Employer may recruit externally. If external recruitment is necessary, the Employer agrees that the half position will only be filled using a competitive selection process.

Section 7: TRAVEL ADVANCES

Employees are entitled to a one-month travel advance, provided the request is made in a timely manner, and is justified.

Employees who must travel on occasion for work and are not being reimbursed monthly for their cell phone, a cell phone (with a data plan) will be made available for checkout. If no phone is available, the employee may be reimbursed on a pro-rated basis for the use of their personal phone for the time spent in a travel status.

Section 8: TEMPORARY PROMOTIONS

For temporary promotions, the Employer shall provide written communication to employees regarding the expected duration of the temporary assignment and any conditions affecting the employee's ability to return to their former position.

Any permanent employee covered by this agreement who is selected and voluntarily accepts a temporary promotion for up to one year may revert back to his/her former position when the temporary promotion is ended.

Furthermore, in these cases if an employee is selected to temporarily fill a vacancy at a higher occupational job title covered by this agreement, she/he shall be paid at the higher salary range with the exact rate of temporary pay according to the IBP placement in the higher salary range. Upon return to the former position, the employee shall receive their former pay, plus any regularly scheduled pay adjustments.

Section 9: TELEWORK AND REMOTE WORK

Employees who are sent home to work at the direction of the Employer and do not have adequate internet shall receive reimbursement for monthly internet costs. Employees requesting reimbursement will be required to submit proof of internet need and increased cost and are subject to management approval.

10/4/2023

DATED this _____.

FOR: THE STATE OF MONTANA

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**FOR: MONTANA FEDERATION OF
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