

2023-2025

AGREEMENT BETWEEN

MONTANA STATE HOSPITAL CRAFT COUNCIL

AND

MONTANA STATE HOSPITAL,

DEPARTMENT OF PUBLIC HEALTH & HUMAN

SERVICES

TABLE OF CONTENTS

| | |
|--|----|
| ARTICLE 1 PREAMBLE..... | 3 |
| ARTICLE 2 RECOGNITION..... | 3 |
| ARTICLE 3 MANAGEMENT RIGHTS..... | 3 |
| ARTICLE 4 UNION SECURITY - CHECK OFF..... | 4 |
| ARTICLE 5 NON-DISCRIMINATION..... | 4 |
| ARTICLE 6 HOURS OF WORK – SHIFTS - OVERTIME..... | 5 |
| ARTICLE 7 WORKING RULES..... | 6 |
| ARTICLE 8 HOLIDAYS – VACATION – SICK LEAVE..... | 8 |
| ARTICLE 9 SENIORITY..... | 13 |
| ARTICLE 10 HEALTH AND WELFARE..... | 15 |
| ARTICLE 11 PENSIONS..... | 15 |
| ARTICLE 12 GRIEVANCE AND ARBITRATION..... | 15 |
| ARTICLE 13 SAVINGS CLAUSE..... | 17 |
| ARTICLE 14 LETTER OF AGREEMENT..... | 18 |
| ARTICLE 15 EFFECTIVE DATE - TERM OF AGREEMENT..... | 19 |
| Montana State Hospital Blue Collar Pay Schedule..... | 22 |

**MONTANA STATE HOSPITAL CRAFT COUNCIL
AND
MONTANA STATE HOSPITAL,
DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES**

**ARTICLE 1
PREAMBLE**

THIS AGREEMENT is made and entered into this _____, by and between the State of Montana, Montana State Hospital, hereinafter referred to as the EMPLOYER, and the Warm Springs Craft Council, consisting of the Southwest Mountain States Regional Council of Carpenters Local Union #112, International Brotherhood of Electrical Workers (IBEW) Local Union #233, International Association of Machinists (IAM) District W24, Local 88, International Union of Operating Engineers (IUOE) Local Union #400, Painters Local Union #1, United Association of Plumbers and Pipefitters (UA) Local Union #41, International Brotherhood of Teamsters (IBT) Local Union #2 and MEA-MFT Local 8024, hereinafter referred to as the UNION.

**ARTICLE 2
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees within the bargaining unit as defined and certified by the Board of Personnel Appeals September 22, 1999.

**ARTICLE 3
MANAGEMENT RIGHTS**

(In compliance with State Statute 39-31-303, MCA)

The Union shall recognize the prerogatives of the agency to operate and manage its affairs in such areas as, but not limited to:

1. directing employees;
2. hiring, promoting, transferring, assigning, and retaining employees;
3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or non-productive;
4. maintaining the efficiency of government operations;
5. determining the methods, means, job classification, and personnel by which the agency operations are to be conducted;
6. taking whatever actions may be necessary to carry out the mission of the agency in situations of emergency; and
7. establishing the method and process by which work is performed.

ARTICLE 4
UNION SECURITY - CHECK OFF

Section 1. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Union by such employee for dues. The Employer will remit to the appropriate Craft Council union such sums within 30 calendar days. Changes in Union membership dues rates will be certified to the Employer in writing over the signature of the authorized officer or officers of the Union and shall be done at least 30 calendar days in advance of such change.

Section 2. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or result from action taken by the Employer for the purpose of complying with this Article.

Section 3. Upon written request, the Unions agree to provide documentation to the Employer that its dues rate is established in accordance with law.

Section 4. The authorized representative of the union having jurisdiction over the work covered by this agreement shall be allowed admission to any job at any time for the purpose of investigating conditions provided they give notice to the Employer's agent and do not unduly interfere with workers during working hours.

ARTICLE 5
NON-DISCRIMINATION

Section 1. No member of the Union shall be discharged except for just cause or discriminated against for engaging in lawful Union activities.

Section 2. In accordance with the provisions of Chapter 3, Title 49, MCA, "Montana Code of Fair Practices," the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualification, without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin or ancestry. The Employer may not enter into any benefit plans such as retirement, pension or insurance plans which may be construed as subterfuges or evade the purposes of the code. The Employer may, however, negotiate a bona fide seniority system that is not structured to perpetuate any past discriminatory practices.

Section 3. The Employer agrees to investigate and respond to employee allegations of unfair treatment by staff and/or supervisors in accordance with department policy. The Employer will provide, upon written request, the outcome of the investigation. In cases where questions of unfair treatment by staff and/or supervisors do not constitute grievable issues,

the Employer's response is not subject to the contract's grievance procedure.

ARTICLE 6
HOURS OF WORK – SHIFTS - OVERTIME

Section 1. Employees covered by this Agreement shall be paid under the Blue Collar Pay Plan contained in Addendum A of this agreement which is attached and by this reference made a part hereof as though full set forth herein.

Section 2. Regular Workday. A regular workday shall consist of eight hours, including one-half hour for lunch. Employees covered by this Agreement shall normally be allowed two 15-minute breaks during each shift. One break shall be taken during the first half of a shift and one break during the last half of a shift. Breaks shall be taken at a time and place mutually agreed upon. Employees shall also be granted a 30-minute meal period with pay and one free meal.

Section 3. Regular Work Week. A regular workweek shall consist of five consecutive work-days, Monday through Friday followed by two consecutive days off, totaling 40 hours.

Subsection 1. Alternate 40-hour workweeks, including, but not limited to four ten-hour shifts, may be established through mutual agreement of the employer, the affected employee(s), and the appropriate Craft Council union.

Subsection 2. If an employee is on an approved alternative work schedule, they shall have at least two consecutive days off. Seniority will apply to scheduling of days off.

Subsection 3. If management determines an alternative work schedule is not meeting the needs of the hospital, the alternative work schedule may be revoked by providing a 14-calendar day notice to the affected employee(s). The notification shall contain an explanation for the revocation.

Subsection 4. Employees shall not have their regular work schedules altered unless given 14-calendar days' notice of the change, except in emergency situations, to include snow removal.

Section 4. Whenever an employee receives a pay or longevity increment increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 5. Upon termination of employment, employees shall be paid for all earned but unused annual leave, sick leave, and accumulated holidays as provided by law.

Section 6. Clean-up Time. Employees covered by this Agreement shall be allowed a sufficient amount of time to clean up during working hours at the end of the shift.

Section 7. Bargaining unit employees will be paid at a rate of one and one-half times their regular rate of pay for all work performed over eight hours in a day or 40 hours in a week. Overtime compensation shall not be paid where an employee and the respective Craft Council union have agreed to a workweek that provides for workdays in excess of eight hours. No employee will have their days off changed to avoid overtime.

Section 8. The Employer will make a good faith effort to equalize the offer of scheduled overtime and compensatory time among employees in the same classification where training and ability are sufficient to do the work.

Section 9. If job related travel time is scheduled for other than the employee's normal workweek, such travel time shall be compensated in accordance with the terms of this article.

Section 10. Authorized holiday leave, sick leave, annual leave or compensatory time off shall constitute time worked when computing overtime credits under this article.

Section 11. Overtime or compensatory time as provided for in this agreement shall not be pyramided under any circumstances.

Section 12. Bargaining unit employees will receive a minimum of three hours call-out pay at the rate of one and one-half times pay for each and every call-out worked. For additional time worked, the employee will be compensated for actual time worked at one and one-half times their regular rate. Call-out pay is limited to those occurrences when an employee is called back to work from leisure time outside of the employee's regularly assigned shift. An employee is eligible for a meal with every call-out served if the call-out occurs during meal service time at the hospital.

ARTICLE 7 **WORKING RULES**

Section 1. Wages will be paid according to State payroll policy. Employees who voluntarily or involuntarily terminate will be compensated according to state law.

Section 2. The Employer and Craft Council will cooperate in providing and ensuring adequate safety and sanitary practices. Each employee shall have a TB test prior to employment and every year thereafter.

Section 3. Machinists' Tool Allowance.

Subsection 1. For employees working out of the Machinists Union, any employee required to provide and maintain a tool chest valued at \$1,000.00 or more, shall be provided a tool allowance, paid quarterly, at the rate of \$85.00 per month (receipts required).

Subsection 2. Employees can be reimbursed for the actual cost of tool replacement up to the above rate by providing receipts to the Employer for eligible expenses. Any amount not reimbursed during a quarter can be carried forward during the term of the Agreement and can be reimbursed later by providing receipts for eligible expenses. Tool receipts can be carried forward from year to year. Unused tool allowances may not be carried from one biennium to the next. Such tools shall be warranted tools that the employee is required to replace under the warranty.

Section 4. The Employer shall furnish a place for safekeeping of employees' tools.

Section 5. Where the Employer is presently providing tools, such practice shall continue with the understanding that when tools are broken, the Employer will replace the tools at no cost to the employee.

Section 6. The parties agree that employees covered by this agreement may utilize up to \$300 to purchase work coveralls, bibs, jackets, and boots. The total allowance for all purchases is \$300 per contract year and is subject to all applicable approvals, policies, and standards. It is understood items purchased through this allowance are to be utilized during the performance of official work duties.

Section 7. Any employee hereunder dismissed from employment shall be dismissed only for just cause, and in the event of such dismissal, the employee involved shall be entitled to, and there shall be made available to them, a written notice of such cause.

Section 8. Each Craft Council Union shall have the right to appoint a shop steward in designated departments and shall notify the employer of such appointment and any changes thereof. The shop steward shall be recognized by the Employer as having authority to report any irregularities concerning the interpretation or application of the provision of this agreement in the establishment to the appropriate Craft Council union office and to assist officers of the appropriate Craft Council union in the adjustment of grievances when called upon by said officers to do so. The shop steward shall not be discriminated against for discharging duties assigned to him by the union, it being understood that the discharge of such duties shall not interfere with the normal performance of his work for the Employer.

Section 9. Leaves of absence caused by accidents covered by Workers' Compensation will not affect seniority accrual.

Section 10. On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) journeymen Electricians must work together.

Section 11. When two or more workers from any individual Craft Council Union, except maintenance, are employed by the hospital, one worker shall be designated as a working foreman, and will receive a one-grade step increase from the Blue Collar Pay Plan as compensation. When a permanently designed foreman leaves employment or is granted an authorized leave of absence that exceeds six working days, the Employer shall appoint a temporary foreman from the crew in their absence. The temporary foreman shall receive the one-grade pay differential.

Section 12. The Employer agrees to conform to the apprenticeship standards, regulations and methods of training set forth by the joint apprenticeship councils, as adopted by the State of Montana, of the various Craft Council unions.

ARTICLE 8
HOLIDAYS – VACATION – SICK LEAVE

Section 1. Holidays. Recognized paid holidays shall be the following, in compliance with Section 1-1-216, MCA:

| | |
|-----------------------------------|--------------------------|
| New Year's Day | January 1 |
| Martin Luther King Jr.'s Birthday | 3rd Monday in January |
| Lincoln and Washington's Birthday | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1st Monday in September |
| Columbus Day | 2nd Monday in October |
| Veterans' Day | November 11 |
| Thanksgiving Day | 4th Thursday in November |
| Christmas Day | December 25 |
| Floating Holiday | Each calendar year |

The Election Day holiday for state employees that occurs in even years will be replaced with an annual floating holiday, effective July 1, 2023. Each full-time employee is entitled to one

floating holiday each calendar year. Each part-time employee is entitled to one floating holiday each calendar year that must be calculated proportionately to the floating holiday allowed to a full-time employee. Unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to employees on termination of employment.

If any days are added to or deleted from the above list by the Legislature, such changes shall become effective immediately.

Section 2. Observance of holidays will be in accordance with the following rules:

1. An employee may observe a holiday and receive holiday pay only once each year for each holiday listed. Employees may opt to accumulate up to six holidays per year, however, accumulated holidays must be taken before June 30th of each fiscal year in which earned. Holidays not taken shall be compensated for at the employee's regular rate of pay in the last pay period of each fiscal year.
2. Holidays that fall on a Sunday shall be observed on the following Monday, and Sunday shall not be observed or paid for as a holiday. Holidays that fall on a Saturday shall be observed on the preceding Friday.
3. Employees whose normal work schedule includes a day observed as a holiday shall observe the holiday and receive holiday pay on the actual day of the holiday (except Sunday, see #2).
4. Holidays that fall on an employee's scheduled day off (except Sunday, see #2) shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday, as scheduled by the employee and their supervisor. Such day off is in addition to the employee's regular days off and scheduling of such day off is subject to the requirements of the employer.
5. An employee is entitled to holiday pay or the day in lieu of the holiday, provided they were in a pay status on the last regularly scheduled workday immediately prior to the holiday and on the first regularly scheduled workday immediately following the holiday.
6. Part-time employees shall be entitled to holidays and pay on a prorated basis.
7. Engineers and Teamsters who are scheduled for a day off on one of the above listed Holidays, shall be entitled to receive a day off with pay, either on the day preceding the Holiday, or on another day following the Holiday as scheduled by

the employee and their Supervisor. Such day off is in addition to the employee's regular days off.

Section 3. Recognized holidays worked shall be paid for at the rate of two and one-half times the regular hourly straight time rate of pay.

Section 4. Vacation (Annual Leave). Vacation leave shall comply with state law (2-18-611 and 612, MCA).

Permanent full-time employees shall earn leave credits each year of employment according to the following schedule:

| Years of Employment | Working Days Earned |
|----------------------------|----------------------------|
| 1 day through 10 years | 15 |
| 10 years through 15 years | 18 |
| 15 years through 20 years | 21 |
| 20 years on | 24 |

Rules for annual leave include:

1. A year of employment is defined as 2,080 hours in a pay status following the date of employment.
2. Permanent part-time employees will earn vacation leave on a pro-rate basis.
3. Annual leave may not be used during the first six months of employment.
4. Annual leave may be accumulated to a total not to exceed two times the maximum number of days earned annually.
5. Accumulated leave earned but not used may be paid for upon termination of employment.

Section 5. Sick Leave. Sick leave shall comply with state law (2-18-618, MCA) "Sick Leave" means a leave of absence with pay for a sickness suffered by an employee or their immediate family. Sick leave may also be used for maternity related disability; to receive medical, dental or eye examinations or treatment; or to attend the funeral of an immediate family member. With Management approval, sick leave may also be used upon the death or serious illness of a relative.

Subsection 1. Notification of absence because of illness shall be given as soon as possible or prior to the shift or, in cases of emergency as soon as is feasible, to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to insure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to

give such notification, the absence may be charged to leave without pay. More than one absence within an 18-month period, without providing proper notification to the employer, shall constitute just cause for immediate discharge, unless the failure to give such notification was due to legitimate circumstances beyond the control of the employee.

Subsection 2. Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.

Subsection 3. An employee may not earn sick leave credits while in a leave-without-pay status.

Subsection 4. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

Subsection 5. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they have worked the qualifying period.

Subsection 6. An employee who receives a lump-sum payment pursuant to this section and who is again employed by any agency shall not be credited with any sick leave for which the employee has previously been compensated.

Subsection 7. An employee may participate in the sick leave fund for state employees in accordance with rules adopted by the Department of Administration.

Subsection 8. Sick leave taken over a holiday may not be charged to an employee's sick leave for that day.

Subsection 9. If an employee on annual leave becomes ill, the employee will be afforded the right to change their annual leave status to sick leave status and to utilize available sick leave credits upon furnishing Management acceptable medical certification, if required.

Subsection 10. Supervisors may not require "automatic" medical documentation, such as requiring medical documentation for any absence in excess of a certain number of days. Medical documentation is only required when there is a suspicion of sick leave abuse or if a medical release is required to affirm an employee is fit for service.

Section 6. Maternity Leave. Maternity leave shall be in accordance with 49-3-310 and 311, MCA, which states that it is unlawful for an employer or his agent to:

1. Terminate a woman's employment because of her pregnancy;
2. Refuse to grant to the employee a reasonable leave of absence for such pregnancy;
3. Deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer, provided that the Employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
4. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

Subsection 1. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

Section 7. Jury and Witness Duty. Employees summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, MCA:

1. Each employee who is under a proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his Employer. In no instance is an employee required to remit to his Employer any expenses or mileage allowance paid him by the court.
2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid him by the court.
3. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

Section 8. Military Leave. Military leave shall be granted per 10-1-1009, MCA: A state, city, or county employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of 6 months shall be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave may not be charged against the employee's annual vacation time.

Section 9. Leave Without Pay. A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from Management shall be based on the needs of the agency, the reason for the request, and the employee's work record.

Subsection 1. A permanent employee injured on the job and eligible for Workers' Compensation benefits shall retain all rights to their previously held position and shall be entitled to leave without pay for a period of up to three months following the date of injury.

ARTICLE 9 **SENIORITY**

Section 1. Seniority in service shall begin with the date of employment in each respective Craft Council Union and shall control the order of recall up to one year. Each individual Craft Council Union shall maintain its own separate seniority list.

1. Seniority shall be forfeited by discharge for cause, by voluntary termination or by promotion, demotion or transfer out of the bargaining unit.
2. Seniority shall continue to accrue when an employee is on approved leave of absence due to an on-the-job injury.
3. All other approved leaves of absence without pay shall be considered as lost time for purposes of seniority accrual.
4. Previously credited seniority shall not be lost when an employee is re called from layoff status or returns from a leave without pay resulting from absences as described in 2 or 3 above.

Section 2. If a layoff occurs due to a reduction in force, employees of the bargaining unit shall retain service credits with the Employer for purposes of longevity and paid leave accrued in accordance with prevailing policy, for a period of one calendar year after the date of layoff.

1. Laid-off employees are entitled to the benefits of the State Employees Protection Act in accordance with 2-18-1203, MCA.
2. If an employee fails to accept and report for work within 14 calendar days, they shall have lost all recall and seniority rights. Apprentices shall be treated in the same manner as any other employee within the bargaining unit for purposes of layoff and recall.

Section 3. Layoffs caused by a reduction in work force in any Craft Council Union will be in order of seniority; that is, the employee last hired will be the first released. Employees scheduled to be released shall be given at least 21-calendar days' notice. All recalls based on institution need, will likewise be in order of seniority; that is the last employee released in any Craft Council Union as a result of a reduction in force shall be the first rehired when the Employer needs additional employees in that classification. The Employer will notify the employee to return to work and furnish the union a copy of such notification. If the employee fails to notify the employer within five working days of his or her intention to return to work, such employee shall be considered as having forfeited his or her right to re-employment. The Employer will notify the employee to return to work by certified mail

Section 4. If no vacancy exists within the original classification but other vacancies arise within the Craft Council, laid-off Craft Council members will receive rehire and recall preference over non-Craft Council members subsequent to application of Section 3.

Years of service with the hospital will determine awarding of positions within the Craft Council.

Section 5. Seniority for the purpose of layoff shall be computed from the date the employee began regular uninterrupted service with the Employer. However, seniority within each individual Craft Council Union shall be determined along with qualifications and ability for promotional opportunity.

Section 6. Employees whose anniversary seniority dates are the same shall have their respective seniority rank determined by lot under the joint supervision of the Employer and the individual Craft Council Union.

Section 7. If the intended action of an advance notice of a reduction in force is not enforced within 30 days of its issuance, it shall be rescinded.

Section 8. A vacant or newly created permanent position covered by this agreement will be open to bid for bargaining unit members for seven (7) calendar days prior to being posted externally.

ARTICLE 10
HEALTH AND WELFARE

Section 1 Member-paid employee health benefit coverage costs for single member will not increase through plan year 2025. The cost of single-member health benefit coverage will be covered by the state share contribution, after the health incentive is applied. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out-of-pocket levels for employee-only coverage will not increase through plan year 2025.

Section 2. The State contribution toward health insurance shall continue during an absence for sickness or industrial accident for up to three months.

ARTICLE 11
PENSIONS

Section 1. Contributions shall be made to the Public Employees' Retirement System for all employees in compliance with State Statute.

Section 2. Individual Craft Council Unions may have their unit members participate in individual Union Pension Funds in accordance with provisions contained in the Addenda.

ARTICLE 12
GRIEVANCE AND ARBITRATION

Having a desire to create and maintain harmonious labor relations between them, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of terms and provisions of this Agreement.

Section 1. Grievance Procedure.

- Step 1 - Any grievance shall be taken up with the employee's immediate supervisor within 14 calendar days of the grievance. The immediate supervisor shall have 14 calendar days to respond and shall provide a copy to the appropriate Craft Council Union.
- Step 2 - If the grievance is not resolved informally, a formal grievance may be presented in writing on a mutually agreed to form, within 14 calendar days from the receipt of the immediate supervisor's response of Step 1 to the Chief Executive Officer or their designee. The Chief Executive Officer or their designee

at the second step shall have 21 calendar days from receipt of the grievance to respond in writing.

- Step 3 - If the grievance is not resolved at Step 2, it may be presented to the Department Director or their designee within 21 calendar days of the receipt of the Step 2 response. The Director shall have 21 calendar days to respond to the grievance in writing.
- Step 4 - Should the aggrieved employee and the appropriate Craft Council Union consider the decision of the Director unsatisfactory, the appropriate Craft Council Union may, within 21 calendar days of receipt of such decision, notify the Director and the Chief of Labor Relations Bureau of its decision to take the grievance to final and binding arbitration.

Section 2. Rules of Grievance Processing.

1. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.
2. A grievance not filed or advanced by the grievant 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 grievant to proceed to the next step.
3. An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has authority to act in the capacity of the person being replaced.
4. When the grievance is presented in writing, there shall be set forth all of the following:
 - i. A complete statement of the grievance and facts upon which it is based.
 - ii. The contractual rights of the individual claimed to have been violated and the remedy or correction requested.
5. Those employees desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing a grievance under the provisions of this contract may not pursue the same grievance under another procedure.

Section 3. Rules of Arbitration.

1. Within 14 calendar days of receipt of the Union's notice of its intent to arbitrate a grievance, the parties shall call upon the Federal Mediation and Conciliation Service for a list of seven potential arbitrators.
2. Each party shall be entitled to strike names from the list in alternate order and the name so remaining shall be the arbitrator. A coin toss shall determine which party will strike the first name.
3. The arbitrator shall render a decision within 28 calendar days of the hearing and that decision shall be final and binding. By mutual agreement, the parties may request a bench decision from the arbitrator.
4. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the cost.
5. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.
6. The Employer shall provide a reasonable amount of release time to investigate and adjust grievances to the Union Representative or their designee. It is understood that the Union Representative will not unduly interfere with employees in the course of their work. When occasions arise which necessitate utilization of release time, permission shall be obtained from the immediate supervisor in advance.
7. If a grievance involves more than one employee, crosses department lines, and involves more than one supervisor as a step 1 respondent, or the immediate supervisor does not have the authority to adjust the grievance, the grievance may be filed at step 2 by mutual agreement with the CEO or their designee.

ARTICLE 13 **SAVINGS CLAUSE**

Section 1. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. The Employer and the Union expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this agreement, to bargain collectively with respect to any subject or matter whether referred to or covered in this Agreement or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the Employer or the Union at the time they negotiated or executed this Agreement and even if such subject or matter was proposed and later withdrawn.

ARTICLE 14 **LETTER OF AGREEMENT**

This letter of agreement is entered into to define the work performed by members of the Warm Springs Craft Council during the term of this agreement. Through this agreement, the parties have broadly addressed the scope of work for individual Craft Council unions and extended certain contractual provisions from previous contracts of unions now represented by the Montana State Hospital Craft Council. The relevant contractual provisions are reproduced in their entirety below.

Scope of Work

This agreement covers all non-construction work of a maintenance, repair, and renovation nature performed by the employees for the employer.

1. "Maintenance" consists of any work performed of a renovation, repair or maintenance character.
2. The word "repair" is work required to restore by replacement of parts of existing facilities to efficient operating conditions.
3. The word "renovation" is work required to restore by replacement, remodeling, upgrading or re-vamping parts of existing facilities to efficient operating conditions.

Section 1. The parties agree that individual job descriptions will be maintained for all positions covered by this agreement. Work duties are defined by job descriptions which will be reviewed at least once per calendar year. Employees will be provided with a copy of their job description when requested. Employees will be given an opportunity to review, provide feedback, and seek clarification concerning their respective job descriptions prior to implementation of the revised/new job description.

Section 2. Generally, each respective craft will perform those duties and responsibilities typical of their trade and outlined in their respective job description before performing other shared duties. Duties and responsibilities may be performed by any qualified Craft Council member under the following circumstances:

1. an immediate patient need arises,
2. an immediate repair is necessary, or
3. a circumstance arises which produces an emergency or potential emergency situation.

Section 3. Teamsters will conduct all blood runs that occur during normal scheduled working hours. After normal scheduled work hours, DPHHS management may utilize available working staff to conduct blood runs. If there is no available working staff, then DPHHS management shall call out a Teamster. All callouts will adhere to the callout provisions outlined in Article 6, Section 12.

Section 4. If a jurisdictional dispute with any craft arises, it shall not be subject to the grievance or arbitration clauses but shall first be submitted to local business agents for settlement and then if no understanding of the Agreement is reached within forty-eight (48) hours, it will be referred in writing to the international unions involved for settlement. It is agreed that there shall be no stoppage or abandonment of work in regard to any jurisdiction dispute. Existing international jurisdiction agreement shall be respected by parties to this agreement.

If there is no such agreement applicable to the disputed work, the Employer shall assign the work in accordance with the prevailing practice in this area.

Management rights set forth in this Agreement shall not be construed in any manner, which will change this section dealing with craft jurisdiction.

Section 5. Supervisors shall not perform work coming under the jurisdiction of the bargaining unit except in cases of emergency. It must be an absolute emergency before employees outside the bargaining unit or supervisors are allowed to drive the equipment.

ARTICLE 15 **EFFECTIVE DATE - TERM OF AGREEMENT**

This Agreement shall be effective the first day of July 2023, and shall remain in full force and effect through the 30th day of June 2025 and shall remain in effect for each biennium thereafter except that either party shall notify the other in writing at least 90 days prior to the expiration date of a desire to renegotiate this Agreement. If the Union gives such notice, it shall notify the Chief of the State Labor Relations Bureau, Department of Administration, and the agency in writing. If such notice to renegotiate is given, negotiations shall begin not later than thirty days prior to the expiration date.

The Union shall have the right to take concerted action after December 31, 2024, on wages

and fringe benefits concerning the 2025-2027_biennium.

Upon request by either party to this Agreement, the Employer and the Union agree to enter into pre-budget negotiations in sufficient time to permit adequate negotiations on economic issues.

Dated this _____

For: THE STATE OF MONTANA

For: THE WARM SPRINGS CRAFT COUNCIL

Charles T. Brereton, Director
Department of Public Health and
Human Services

Aaron Ralph, Chairman
Warm Springs Craft Council

Karol Anne Davis, Chief
State Office of Labor Relations

Mario Martinez, Regional Manager
Southwest Mountain States Regional
Council of Carpenters

Jack McBroom, Business Manager
International Brotherhood of
Electrical Workers, Local 233

Troy Buhl, Business Representative
International Association of
Machinists, District W24, Local 86

John Johnson, Business
Representative International
Union of Operating Engineers,
Local 400

Dennis Wilkinson, President
Maintenance Painters, Local 1

Brandon Shaw, Business Manager
United Association of Plumbers
and Pipefitters, Local 41

Amanda Curtis, President
Montana Federation of Public
Employees

Montana State Hospital Blue Collar Pay Schedule

Contract Years 2023-2025

| | | <u>July 1, 2023</u> | <u>July 1, 2024</u> |
|--------------------|-----|---------------------|---------------------|
| Security Officer | B4 | 24.101 | 25.601 |
| Maintenance | B5 | 24.601 | 26.101 |
| Teamster | B7 | 25.601 | 27.101 |
| Engineer | B8 | 26.101 | 27.601 |
| Dispatcher | B8 | 26.101 | 27.601 |
| Painter | B9 | 26.601 | 28.101 |
| Machinist Mechanic | B10 | 27.101 | 28.601 |
| Carpenter | B10 | 27.101 | 28.601 |
| Electrician | B11 | 27.601 | 29.101 |
| Plumber | B12 | 28.101 | 29.601 |

Effective on the first day of the first complete pay period that includes July 1, 2023, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2024, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater. The above rates are reflective of these increases.