

MARIAS MEDICAL CENTER

&

Montana Public
Employees Association

July 1, 2016 – June 30, 2018

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AGREEMENT

Marias Medical Center, a division of a body politic with facilities at 640 Park Drive, Shelby, Montana (hereinafter the COUNTY), and the Montana Public Employees Association, Inc., with principal offices at 2711 Airport Road, Helena, Montana (hereinafter the ASSOCIATION), have agreed as follows:

PREAMBLE

It is the intent of this Agreement to assure sound and mutually beneficial relationships between the parties hereto and between the COUNTY and its employees; to provide an orderly and peaceful means of resolving grievances; to accomplish and maintain the highest working efficiency and level of service; to ensure against interruption of work, slowdown or other interference with the full, faithful and proper performance of duties; to strengthen good will, mutual respect and cooperation; and to set forth herein the full agreement between the parties covering rates of pay, wages, hours of work and other terms and conditions of employment.

ARTICLE 1. SCOPE

A. DEFINITION OF TERMS

1. The COUNTY, as used in this Agreement, refers to the Marias Medical Center, Board of Trustees, CEO, or Department Heads.
2. ASSOCIATION, as referred to in this contract, means Montana Public Employees ASSOCIATION and/or the local unit
3. The terms "he/she," as used in this contract, is meant to be interchangeable.
4. A "full time employee" means an employee who is regularly scheduled to work 1920 - 2080 hours for twelve (12) consecutive months and who occupies a regularly budgeted position within the COUNTY.
5. A "part time employee" means an employee who is scheduled to work 960 - 1919 hours for twelve (12) consecutive months and who occupies a regularly budgeted position within the COUNTY.
6. A "casual employee" means an employee who is scheduled to work 959 hours or less in a fiscal year or less than 80 hours in any month.
7. A "temporary employee" means an employee who is scheduled to work full time or part time for a short period of time taking the place of a regularly budgeted position within the COUNTY.

8. A "probationary employee" means an employee with less than six (6) months continuous service or by mutual agreement by employer and employee the period of probation may be extended.
9. Benefits for all regular, part-time, and temporary employees shall be prorated in accordance with applicable state law.

B. EXCLUSIVE BARGAINING REPRESENTATIVE

The COUNTY recognizes the ASSOCIATION as the exclusive bargaining representative of all public employees who are employed by Marias Medical Center ("MMC") and who work in the job classifications set forth in Addendum A, excluding supervisory, managerial, confidential employees, RNs, acting ambulance personnel, surgical technicians, and all individuals employed by a private sector employer but who work at MMC. This Agreement pertains only to those persons who are employed by the County and work at MMC and who are not excluded from coverage as set forth in this section.

C. SCOPE

This contract comprises the full Agreement between the parties hereto as to the matters herein contained. No pre-existing, concurrent or subsequent agreement shall be effective to alter or modify any of the terms, covenants or conditions, herein. In the event that the COUNTY policy manual addresses additional terms and conditions not contained in the bargaining agreement, said policy manual shall be deemed, to that extent, to be controlling.

D. MANAGEMENT RIGHTS

1. The ASSOCIATION and their representatives shall recognize the prerogatives of the COUNTY to operate and manage their affairs in such areas, as, but not limited to:
 - a. Direct employees
 - b. Hire, promote, transfer, assign, and retain employees
 - c. Relieve employees from duties because of lack of work or funds under conditions where continuation of such work is inefficient and nonproductive
 - d. Maintain the efficiency of COUNTY operations
 - e. Determine the numbers, methods, means, job classifications, and personnel

by which COUNTY operations are to be conducted

- f. Take whatever actions may be necessary to carry out the missions of the COUNTY in situations of emergency, and
- g. Establish the schedules, methods and processes by which work is performed.

- 2. **Management Rights:** The COUNTY has, and shall retain without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested to it by the laws of the State of Montana (M.C.A. 39-31-303). The COUNTY shall retain all management rights necessary to control and implement all COUNTY functions and programs including but not limited to the right to determine the kinds and amounts of services to be performed; the methods, means and personnel by which its functions are to be conducted; the hiring, promotion, and work scheduling of its employees; and discharging of employees as provided for in this Agreement. The enumeration of COUNTY management rights shall not be deemed to exclude other functions not specifically mentioned herein and the COUNTY shall retain all rights not otherwise specifically covered by this Agreement.

E. The COUNTY and ASSOCIATION recognizes that the COUNTY maintains all traditional responsibility and authority to manage the COUNTY except as limited by the terms of the Agreement or applicable provisions by law. The COUNTY and ASSOCIATION recognize the responsibilities of the Employees to their practice and patients.

F. **NON-DISCRIMINATION**

- 1. Both the ASSOCIATION and the COUNTY agree to support the principles of Equal Employment Opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such individuals' religion, race, color, national origin, age, sex, or marital status.
- 2. The COUNTY agrees not to discriminate against any employee due to membership in the ASSOCIATION.

G. **LABOR/MANAGEMENT COMMITTEE**

A Labor/Management Committee shall be established with four (4) members from both parties, including a field representative from the Association. The meetings should be scheduled as needed. The requesting party shall forward an agenda at least five (5) working days prior to the scheduled meeting.

ARTICLE 2. RECOGNITION, DUES CHECK OFF, ASSOCIATION SECURITY

A. RECOGNITION

The COUNTY recognizes the ASSOCIATION as the exclusive bargaining agent for all Employees as such personnel are described in Article 1, Paragraph B.

B. ASSOCIATION SECURITY

Section 1. As a condition of employment, employees covered by this Agreement shall pay dues or a representation fee to the ASSOCIATION with the exception of part-time employees scheduled to work no more than 12 hours per week and seasonal employees who are employed December 15th through January 2nd and/or from May 15th through September 15th of any work year. If an employee elects to not be a member, such employee must, in writing waive his or her right to vote and participate in elections and matters affected by the ASSOCIATION activities. All employees covered by the terms of this Agreement shall within 30 days of the signing of this Agreement, or within 30 days of employment, whichever is later, pay dues or the representation fee to the Association. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after the 30-day period specified above provided that the Association has complied with its obligations set forth in Section 4 of this Article. The Employer shall initiate appropriate discharge actions under this Section to insure discharge of the affected employee(s) on the 30th day from receipt by the Employer of the Association's written notice of default and demand for discharge.

Section 2. Upon receipt of a written authorization from an employee covered by this Agreement, the COUNTY shall deduct from the employee's pay the amount owed to the ASSOCIATION by such employee for dues or a representation fee. The COUNTY will remit to the ASSOCIATION such sums within thirty (30) calendar days. Changes in the ASSOCIATION membership dues rate and representation fee will be certified to the COUNTY in writing over the signature of the authorized officer or officers of the ASSOCIATION and shall be done at least 30 calendar days in advance of such change.

Section 3. The COUNTY, within 30 days of the signing of this Agreement, shall present the ASSOCIATION with a list of the names and addresses of all current employees covered by this Agreement, and shall update such list each month for all new hires.

Section 4. The ASSOCIATION shall determine the amount of the representation fee based on an independent audit, which shall make available to bargaining unit members. In no case shall the representation fee exceed the annual membership dues. Any dispute

concerning the amount of the representation fee shall be solely between the affected bargaining unit member and the ASSOCIATION. The ASSOCIATION shall provide an internal review procedure wherein non-members may challenge the amount of the fee during the month of February, 2012 and, thereafter, during a one-month period following the adoption of any increase in the amount of the representation fee. This review procedure shall culminate in a hearing before an impartial arbitrator appointed by the Montana Board of Personnel Appeals at the request of the Association. The arbitrator's fees and expenses shall be paid entirely by the Association. The Association further agrees to place in escrow any representation fee payments that are reasonably in dispute until the arbitrator determines the amount of the fee. Disputes concerning the amount of the representation fee cannot be processed through the grievance procedure provided for under this Agreement.

Section 5. The ASSOCIATION will indemnify, defend and hold the COUNTY harmless against any claims made and against any suit instituted against the COUNTY, including attorney's fees and cost of defense thereof, on account of any provision of this Article.

Section 6. Authorized representatives of ASSOCIATION shall have access to the premises of the COUNTY. Such representatives may meet with employees herein represented in non-work areas during non-work times. In the event such representatives wish to conduct meetings involving significant time and/or space, such that, break and meeting areas may be infringed on for their designed routine uses, ASSOCIATION representatives shall arrange in advance with the COUNTY an appropriate area to be reserved for group employee/ASSOCIATION meetings. Access shall be on an equal basis of facilities also available to the public. If the ASSOCIATION is meeting with employees at the work site, the ASSOCIATION will submit a list of employees and the time spent at the meeting so that time spent on union business is not to be considered work time.

ARTICLE 3. HOURS OF WORK AND OVERTIME

A. WORK WEEK

A forty (40) hour, seven (7) day week shall constitute the basic work week. Employees and supervisors may mutually agree to four (4) ten (10) hour shifts or a twelve (12) hour work day. Unless emergency or by employee consent, the COUNTY will make an effort not to staff personnel more than five (5) consecutive days.

1. Each Sunday through Saturday cycle shall constitute a standard workweek.
2. Time worked will be assigned to the workday when the work is actually performed.

B. OVERTIME

1. Overtime shall be any number of hours worked in excess of forty (40) in any work week, as described in 3(A) (1).
2. Overtime hours shall be paid at 1 1/2 times the regular rate of pay.

C. BREAKS/MEAL PERIOD

Two (2) fifteen (15) minute breaks shall be allowed during the employee's eight (8) hour working shift. A thirty (30) minute meal period is also provided and the thirty minute meal break will be considered as part of the eight hour day or shift.

Coffee and lunch breaks shall not be considered duty-free. Employees will interrupt breaks for emergencies. In-service training will not be scheduled during breaks. In the event in-service training must be scheduled during regular breaks, another break time will be scheduled.

Lunch breaks shall be designated duty free, or not duty free if the employee is required to respond to direct health care needs of the patient.

1. Employees scheduled to work an eight (8) hour to ten (10) hour shift shall receive a 1/2 hour lunch period within their assigned (8) hour or (10) hour shift and two (2) assigned fifteen (15) minute rest breaks, (refer to 3.D.)
2. Employees scheduled to work less than eight (8) hours but six (6) or more hours in a shift, shall receive either a 1/2 hour lunch period within their shift and assigned a fifteen (15) minute rest break (refer to 3.D) or two (2) assigned fifteen (15) minute breaks. The COUNTY shall select rest breaks or lunchtime according to the demands of the shift.
3. Employees scheduled to work less than six (6) hours but four (4) or more hours in a shift, shall receive either a lunch period within their shift or an assigned fifteen (15) minute rest break (refer to 3.D.). The COUNTY shall schedule according to the demands of the shift.
4. Employees scheduled to work less than a four (4) hour shift, shall receive neither an assigned rest break nor non-paid lunch time.
5. Employees scheduled to work more than a ten (10) hour to twelve (12) hour shift shall receive a 1/2 hour lunch period within their shift and three (3) assigned rest breaks (refer to 3.D.).
6. Among subsections 1 through 5 of this paragraph, lunch times may only be

worked at the approval of a supervisor. In such an event, the COUNTY or its designated supervisor may require the employee to end his/her shift in advance of the scheduled time, not to exceed the amount of time worked from the lunch time.

7. For the purpose of this Article, Medical Records, Physical Therapy Clerk, the Business Office, Maintenance and Life Enrichment will receive a duty free lunch.

D. REST BREAKS

Rest breaks shall be paid time which shall not exceed fifteen (15) minutes each. Rest breaks are to be assigned by a supervisor in a manner to divide the shift up into relatively equal segments of work time.

Employees shall sign out when leaving and sign in at return from rest break.

1. Whenever the work situation requires, supervisors may require employees to continue or return to work duties. Breaks may then be assigned by the supervisor to other work times during the remaining scheduled work time.
2. In the event work situations prevent any rest breaks or portions thereof from being taken by the end of the scheduled work shift, any such times or accumulation of times shall be forfeited by the employee as available non-work paid time. During rest break times employees shall remain on the COUNTY premises.

E. TIME WORKED

Time worked shall be time paid.

F. TIME CHANGEOVERS

When changeovers occur due to Daylight Savings/Mountain Standard Time, employees shall be paid for actual hours worked.

ARTICLE 4. WORK SCHEDULE

Scheduling of hours is done on a seniority basis with full time employees scheduled with full time hours and part time employees scheduled with part time hours and casual will be scheduled with whatever hours are needed as described in Section 1.

A confirmed work schedule shall be posted ten days in advance, for four (4) to six (6) weeks at a time. All work schedules shall be subject to revision on the mutual agreement of the COUNTY or designees and the employees. Schedules may be subject to agreed revision in case of emergency or other unforeseen events, of which the Employee will be given prior notice.

- A. Each employee shall be scheduled with equal consideration of access to both holidays and weekends. Staffing patterns shall remain a managerial prerogative of the COUNTY. The COUNTY will attempt to schedule employees off every other weekend if practicable, providing staffing patterns comply with State Law.
- B. The COUNTY shall, insofar as practical will maintain each individual staffing pattern cycle so as to afford each employee a reasonably predictable work schedule for planning distant personal schedules.
- C. Whenever an employee works authorized hours in addition to his/her established schedule and such additional hours would generate overtime pay should he/she complete his/her schedule,

The COUNTY, or its designee, shall not require the employee to surrender any of the scheduled work time for the sole purpose of avoiding overtime pay.

- D. Any employee that is assigned to perform duties of a higher classification as defined by management shall be paid a minimum of one (1) hour at the higher classification and then hour for hour at the higher classification as worked.
- E. An employee may be required to extend his/her regularly scheduled shift when staffing is not sufficient. Management will make a reasonable effort to find additional staffing to allow the extended employee to leave the extended shift.

ARTICLE 5. WAGES

The hourly rate of pay for employees shall be increased 2% effective the full pay period when this Agreement is ratified. The wages paid to employees are minimums and the County may, in its discretion, pay more. The employee may request a copy of their electronic time record to review for accuracy. Effective July 23, 2016 and July 23, 2017, employees who cannot move horizontally on Addendum A (pay scale) to another step (e.g. more than 20 years of service) will receive a 1.5% increase in their regular hourly rate of pay. Employees who can move horizontally on Addendum A will move to the right one step effective July 23, 2016 and July 23, 2017.

Addendum A

Employees shall receive bracket and promotion increases as set forth above.

ARTICLE 6. HOLIDAYS (FOR THOSE ON STATE BENEFITS PACKAGE)

- A. Employees on the state benefit package are eligible to receive time off with straight pay for the following holidays:

Independence Day
Labor Day
Columbus Day
General Election Day
Veterans' Day
Thanksgiving Day
Christmas Day
New Years' Day
Presidents' Day
Martin Luther King Day
Memorial Day

B. ADDITIONAL HOLIDAY PAYMENT TERMS:

1. A full time employee eligible for holiday pay who performs work on Christmas, Independence Day, Labor Day, New Year's Day, Memorial Day and Thanksgiving shall receive one and one-half (1 ½) times his/her current wage for all hours of work performed plus receive eight (8) hours of straight time holiday pay as note in 6 A.
2. On all other holidays employees will be paid their regular straight time hourly rate for work performed. Such employees also shall be granted an additional day off in lieu of the holiday, such day shall be taken on a day mutually agreed upon by the COUNTY and the employee.
 - a. A part-time employee eligible for holiday pay who performs work on Christmas, Independence Day, Labor Day, New Year's Day, Memorial Day and Thanksgiving shall receive one and one half (1 ½) times his/her current wage for all hours of work performed plus pro-rata holiday pay, based upon the total hours worked during such month as compared to a full time employee.
 - b. On all other holidays the employee shall receive pro-rata time off in lieu of such holiday based upon the total hours worked during such month as compared to a full time employee.
3. Incentive pay shall be paid in the pay period worked.
4. Upon execution of this Agreement, employees who have accrued days off in lieu of holiday(s) have until the end of the calendar year to either take the days off consistent with applicable contract language, or they must cash them out by the end of the current calendar year.

- C. If a holiday falls on a scheduled day off, the employee shall be given another day off as holiday time.
- D. An employee scheduled to work on a holiday and who does not work said day shall receive no pay for such holiday and will not accumulate holiday benefit hours.
- E. Holiday benefit hours will accrue in the period in which the holiday occurs. Holiday benefit hours will be paid in the period requested by employee.
- F. Designated holidays falling on an employee's regular day off will be observed as provided in M.C.A. 2-18-603 for employees paid under the State's benefit package. It does not affect employees who are compensated under the Earned Time Back.

ARTICLE 7. VACATIONS (FOR THOSE ON STATE BENEFIT PACKAGE)

- A. The COUNTY agrees that each employee who has met the qualifying period shall accrue and accumulate vacation time at the rate prescribed by Montana State Law and does not affect employees who are compensated under the Earned Time Bank. Permanent part-time employees shall accumulate vacations as prescribed by Montana State Law and does not affect employees who are compensated under the Earned Time Bank.

Vacations with pay shall be granted to all full-time employees as follows:

Zero through ten years employment – 1 ¼ days for each month worked.

Ten through fifteen years – 1 ½ days for each month worked.

Fifteen through twenty years – 1 ¾ days for each month worked.

Twenty plus years employment – 2 days for each month worked.

Permanent part-time employees shall accrue vacation benefits pro-rated according to hours of continuous employment in accordance with Montana State Law, and Article 3-E.

- B. An employee who terminates her/his employment, for an reason not reflecting discredit on herself/himself, shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualified period set forth in M.C.A. 2-18-611.
- C. The Department Supervisor/CEO may establish periods during the year when no vacations may be scheduled and shall determine the number of employees approved for vacation during any period.

Vacation approval shall be granted on a first come first serve basis for the first two (2) weeks requested. Additional vacation request days in the calendar year will be granted only if it is not conflicting with other requests.

Once a vacation is approved it cannot be changed unless by mutual agreement between the COUNTY and employee. Vacation time will be subject to a first come, first serve, basis with the approval of the COUNTY.

Vacation time used in conjunction with hours worked can only be paid up to 40 hours per week. Vacation shall not count toward overtime.

ARTICLE 8. HEALTH AND WELFARE

- A. Annual TB skin test and/or chest x-ray and Hepatitis B as required shall be provided by the COUNTY.

Whenever an employee has a reasonable basis for a concern regarding exposure or possible infection of HIV virus and the exposure was a direct result of coming in contact with patients or contaminated material at the COUNTY, the COUNTY will, at no cost to the employee, provide an HIV virus test for that employee.

- B. 1. For employees who qualify, the COUNTY shall contribute per month up to the sum of \$625.00 for an individual health insurance premium. Employees who work less than eighty-seven (87) hours per month are not eligible for health insurance premiums.
2. Each member of the bargaining unit shall receive the same increase in health insurance contribution as the Registered Nurses, and the Director of Nursing in the Care Center and Hospital, and that dollar amount be change in the new contract.
- C. All employees shall be covered by Workmen's Compensation Insurance carried by the COUNTY for the protection of the employee.
- D. Upon presentation of the EOB (explanation of benefits), employees who are covered by the health insurance policy and utilize the COUNTY, shall not be charged for 50% of the co-insurance on COUNTY charges not payable under the policy after deductible is met, if not applicable.

ARTICLE 9. SICK LEAVE (STATE BENEFIT PACKAGE)

- A. Sick leave for employees shall be governed by regulations of Montana State Law, subject to any future revisions by the State of Montana. M.C.A. 2-18-618 shall apply.
- B. Employees who terminate shall, according to State statutes, receive one-fourth (1/4) of unused sick leave, earned since July 1971, at the present rate of pay.

- C. It will be the responsibility of the employee to report to the COUNTY as to his/her condition and his/her expected date of return.
- D. The abuse of sick leave under the provisions of this Agreement shall be cause for immediate discipline.
- E. Employees on sick leave for less than thirty (30) days shall return to the same position as the employee left prior to the illness. Same position means, the same shift and equivalent salary. Abuse of sick leave provisions may constitute cause for disciplinary action, including dismissal.
- F. Employees will be allowed to take sick leave for their immediate family. Immediate family is defined as the employee's spouse, child, foster or stepchild, parent or stepparent.
- G. Sick leave may be used for bereavement of immediate family. For bereavement immediate family will also include brother, sister, grandparents, grandchildren and spouse's immediate family.
- H. The COUNTY does not encourage nor discourage the transfer of sick leave credits from one (1) employee to another. However an employee may transfer excess sick leave credits to another employee under the following limitations and within the mandates of M.C.A. 2.18.618.
 - 1. The receiving employee has been on a medical leave of absence for a minimum of thirty (30) days
 - 2. The receiving employee has exhausted all accrued sick leave and vacation credits
 - 3. The contributing employee fills out a Direct Grant of Sick Leave Form available in the Personnel Office
 - 4. That no employee or official shall request an employee to transfer his/her sick leave credits to another employee. Nor shall any employee coerce, intimidate, or in any manner attempt to persuade another employee to transfer his/her sick leave credits to a disabled employee. Violation shall result in disciplinary action
 - 5. Both the receiving employee and the granting employee must receive approval from their supervisor for leave of absence and fill out a Receiving a Direct Sick Leave Grant Form, available in the Personnel office

6. The receiving employee must provide the COUNTY with a physician's certification of extensive illness or accident, in accordance with A.R.M. 2.21.137, in the sick leave policy
7. The maximum allowable benefit in any 12-month period from a direct grant of sick leave is 160 hours.
8. The 12-month period is calculated from the first day that the employee takes a direct sick leave grant
9. The maximum contribution is forty (40) hours per donating employee in a continuous 12-month period. After contribution the donating employee must have at least forty (40) hours of personal sick leave remaining in his/her account.

ARTICLE 10. EDUCATIONAL LEAVE

Educational leave, to further professional growth and advancement, may be granted at the discretion of the CEO, without pay, for periods up to twenty-four (24) months. Length of service benefits will not accrue during such leave, but remain as they were at the beginning of the leave.

ARTICLE 11. THE COUNTY WILL COMPLY WITH FMLA.

FAMILY AND MEDICAL LEAVE: The COUNTY provides family or medical leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill obligations relating directly to the birth or placement of a child, the serious health condition of a child, spouse, parent, or of the employee, qualifying military exigency leave, and military caregiver leave. Employees in the following employment classifications are eligible to request family leave as described in this policy: regular full-time employees and regular part-time employees. Employees wishing to use the Family Leave and Medical Act provisions must use any accrued benefit hours (vacation, sick, holidays) as part of the FMLA leave period.

To be deemed eligible for leave, the employee must have been employed by the COUNTY for the previous 12 months and have provided at least 1250 hours of service in the past 12 months. As soon as eligible employees become aware of the present or potential need for a family leave of absence, they should request the leave from their supervisors and fill out a leave of absence form. A minimum of 30 days notice is required unless it is an emergency situation, in which case as much notice as possible under the circumstance is to be given. A request for a leave for the birth or placement of a child must be within 12 months following that birth or placement.

Employees requesting leave related to illness may be required to provide a physician's statement verifying the illness, its beginning and expected ending dates and, in the case of intermittent leave, the dates and duration of treatments to be given. The COUNTY, at its own expense reserves the right to seek a second opinion, or third if there are differing opinions.

Eligible employees may request up to a maximum of 12 weeks (or 60 days in the case of intermittent leave) of family or medical leave including any accrued vacation, sick and holiday leave benefits within any 12-month period. If the leave is requested due to the birth or placement of a child and both parents are employees of the COUNTY, the total leave for both employees combined may not exceed 12 weeks. For military caregiver leave, the request may be for up to 26 weeks.

Subject to the terms, conditions, and limitations of the health insurance plan, insurance benefits will continue through the COUNTY for the duration of the leave. The employee is responsible for his or her normal contribution toward his or her health insurance, and must forward that contribution to the COUNTY on a monthly basis.

When a leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to an equivalent position for which the employee is qualified. The employee's rate of pay and benefits will be maintained.

A "highly compensated" employee which is defined as a salaried employee who is among the highest paid 10% of the employees may be denied restoration to prevent "substantial and grievous economic injury" to COUNTY operations.

If an employee fails to report to work promptly at the end of the approved leave period, the employee will be subject to corrective action up to and including termination of employment.

It is understood that any employee who has paid leave benefits shall be allowed to exhaust all paid leave prior to any decision made by the employer to terminate employment.

Employees may receive a copy of the Act from the Personnel office.

ARTICLE 12. PERSONAL LEAVES WITHOUT PAY AND BENEFITS

After satisfactory completion of 12 months of service or 1250 hours, leaves of absence, not to exceed thirty (30) days may be granted for other reasons mutually agreed upon with the hospital.

All leaves are to be requested in writing and shall state the reason for the leave and the dates desired. All leaves shall be granted only in writing. Upon expiration of the leave, or upon two (2) weeks notification of the employee's intent to return, the employee will be returned to the original position or one equivalent in the employee's classification. If an employee does not return upon the expiration of the leave, the employee shall be considered as having voluntarily given up the position with the COUNTY. All appropriate benefit hours' leaves shall be used before leave of absence without pay and benefits is granted.

ARTICLE 13. DISCIPLINARY ACTION AND TERMINATION OF EMPLOYMENT

- A. The parties agree that good cause for disciplinary action up to and including dismissal may exist for the following, and the COUNTY need not discuss the matter with the

ASSOCIATION prior to taking action.

Good cause means reasonable, job-related grounds for dismissal based on a failure to satisfactorily perform job duties, disruption of employer's operation or other legitimate business reason.

An employee shall be entitled to review any disciplinary action through the grievance procedure.

1. Drunkenness, including drinking during working hours, being under the influence of liquor or drugs during working hours, or possession or consumption of illegal drugs, or consciousness altering chemicals during working hours.
2. Theft or dishonesty
3. Insubordination
4. Proven falsification of records
5. Failure to report for duty or unexcused absence for forty-eight (48) hours
6. Patient or visitor abuse or violation of patients' rights
7. Removal of patient records or unauthorized release or procurement of confidential information concerning patients or their diagnosis or prognosis
8. Overt non-performance of work functions such as sleeping on duty, disregard for standard critical procedures
9. Willful, or wanton disregard of the right of privacy of fellow employees, employer, patients, or visitors
10. Assault
11. Intimidation or abusive language toward a co-worker, patient, visitor or other COUNTY personnel
12. Sexual or verbal harassment of another employee
13. The above listed reasons for dismissal are not all inclusive and any employee can be terminated based upon good cause.

- B. An employee whose job performance results in discipline will be given written reasons for the discipline as soon as an investigation into the deficiency is completed, but not to exceed 30 weekdays after the County has knowledge of the alleged deficiency, provided

that a longer time may be allowed in the event the alleged deficiency involves the violation of a state or federal statute or regulation or the County uses an outside investigator to research the alleged deficiency. If state or federal statutes or regulations are involved or an outside investigator is used, the written discipline shall be issued not later than 10 weekdays after the investigation is completed.

Normally, a warning letter will be given before discharge, except for situations defined under this Article 13 and similar major good cause offenses.

- C. All actions taken to dismiss non probationary employees by the COUNTY are subject to the grievance procedure in the Agreement, but this does not prohibit the COUNTY from suspending any employee with pay pending an investigation of the matter. Probationary employees are not eligible to use the grievance procedure.
- D. Employees who are requested to meet with supervisors for reprimand type discussions may request a witness of employee's choice at the time of such meetings within the COUNTY, to attend such meeting with employee. If employee is denied a request for a witness, such employee may decline to meet with the supervisor.
- E. Employees are expected to give at least two (2) weeks written notice of intended resignation. Failure to give at least two (2) weeks notice may result in termination not in good standing and ineligibility for rehire. Employees, who for reasons beyond their control give less notice with an appropriate justification satisfactory to the CEO, shall not be penalized.
- F. The COUNTY normally shall give employees two (2) weeks written notice prior to termination for reduction in force or two (2) weeks severance pay in lieu thereof.

In the event of a reduction in force, longevity according to job position, qualifications, and job performance shall be considered when making the decision.
- G. Employees shall have the option to attach a written rebuttal to their Performance Appraisals.
- H. Abuse of sick leave provisions may constitute cause for disciplinary action, including dismissal.
- I. Employees absent from work for more than two (2) working days and who have not been granted a leave of absence during that period, or who do not present satisfactory evidence showing they were unable to report, shall be deemed to have quit.

ARTICLE 14. DRUG TESTING

- A. The COUNTY shall develop a comprehensive drug testing policy in accordance with Montana State Law.
- B. Each employee shall receive a copy of the drug testing policy.
- C. Both testing and results shall remain confidential. In the event of positive results, a repeat test shall be required for confirmation and specification. The time at which the COUNTY requires any given test sampling shall be impromptu to provide credibility to the screening process.

The COUNTY reserves the right not to inform an employee of the initial test results if it is in the best interest of the investigation process in which the follow-up test is required.
- D. The COUNTY shall protect individual employee privacy by not performing drug testing in a purely capricious or arbitrary manner.
- E. Upon receipt of positive results of the initial test, the COUNTY may suspend with pay the employee. Upon receipt of confirmed results of the subsequent test, the employee shall immediately be terminated.

ARTICLE 15. ORIENTATION AND STAFF DEVELOPMENT

A. ORIENTATION

Each new employee hired will normally be given a paid orientation. This orientation shall include but not be limited to:

1. Complete tour of the COUNTY with an explanation of the fire plan and disaster plan.
2. Review of the COUNTY personnel and other applicable policy manuals for each work area.
3. Thorough tour of the floor to be worked.
4. Review of medication procedures for LPN's.
5. Instructions in the COUNTY method of ordering supplies, drugs, admission and dismissal procedures and transcribing orders for LPN's.
6. Time spent with supervisor to be briefed to the shift routines and procedures of the area.
7. Each new employee, where necessary, will be assigned a preceptor and will be

scheduled to work with this same person for a two-week period of time.

8. A CNA who is designated by DON to orient a new CNA shall receive .50¢ preceptor pay.
9. A standard check off list will be followed to ensure that all new employees will receive the same information.

B. JOB DESCRIPTIONS

Each employee will be given a job description by the COUNTY outlining duties he/she will be expected to perform.

C. IN-SERVICE TRAINING

1. Time spent in meetings for in-service training required by the COUNTY shall be paid time. Employees are required to attend mandatory scheduled in-service meetings. Failure to attend shall constitute absenteeism. The burden of attendance shall not be imposed on an employee unless the COUNTY has posted notice of the in-service meeting at least three (3) days in advance of its scheduled time.
2. The COUNTY may require employee(s) to attend special seminars and workshops. In such event, the COUNTY shall pay employee(s) for attendance at such seminar at regular hourly rates and reasonable travel and lodging expenses at rates established by the County. Any employee(s) in excess of the scheduled seminar or workshop previously approved by the CEO must submit adequate documentation to establish to the satisfaction of the CEO that such employee's attendance in excess of eight (8) hours in one (1) day or in excess of the scheduled seminar was necessary.

D. EVALUATIONS

Each employee covered by this contract shall have access to copies of all his/her evaluations and the right to grieve current evaluations. Every employee will have an evaluation at the end of the probationary period; thereafter, employees will be evaluated at least annually.

E. TRAINING

Opportunity to attend workshops throughout the State will be allowed employees, at the sole discretion of the CEO. Seminars and Workshop listings will be posted at designated sites to facilitate potential attendance. Employees attending approved workshops shall receive travel expenses and basic expenses paid by the COUNTY, as allowed other

COUNTY employees. Selection will be based upon interest shown and need. Employees requesting permission to attend a workshop shall complete the proper form and return it to the CEO.

ARTICLE 16. VACANCIES, PROMOTIONS AND TRANSFERS

- A.** The COUNTY shall give preference to qualified employees for job/positions that become available. The COUNTY shall post an in-house announcement of the vacancies not less than five (5) days prior to hiring new applicants for the position. The in-house announcement shall be posted in the employee break rooms and the report rooms, with a copy provided to the ASSOCIATION. Interested employees shall submit their application to the personnel department. In the event that a training assignment would be considered if applicants do not meet the minimum qualifications for the position, such training assignment shall be placed on the job posting announcement.
- B.** In the event two (2) or more employees who have applied for the same vacancy are qualified by skills, training and related regulatory licenses and certifications, longevity and performance shall be used in the selection process.
- C.** In the event that an employee is assigned to a new job/position, is unable within 60 days in the position to meet the requirements set forth in its job work description, the employee shall, when an opening is available, either return to his/her former status or to another open position for which he/she qualifies. Pay shall be commensurate to his/her retained longevity and the pay scale which he/she assumes. If the position available for which he/she qualifies is different from his/her former position, he/she may decline such availability pending a vacancy in a position of the former type. Such time absent shall not accumulate toward longevity.
- D.** Employees must submit their written requests for transfer or promotion for any current job openings within five (5) days of posting the job to the personnel department. Requests may include changes in shift or hours.
- E.** Former employees having left in good standing shall be given preference over other public applicants, if they are equally qualified for the position but not over any present employees for the same vacancy applied for.
- F.** Employees represented by ASSOCIATION under this Agreement may apply for jobs/positions that are not represented under the bargaining unit. In such cases, the COUNTY has exclusive discretion in the matter of internal advancement.

ARTICLE 17. GRIEVANCE PROCEDURE

- A. A grievance is defined as a dispute between the County and an employee concerning the interpretation or application of this Agreement.
- B. Before filing a written grievance, the employee and/or the union shall discuss the problem with the supervisor and/or the employer within fourteen (14) days of first knowledge that a grievance exists. Any grievance which cannot be settled between the Employer and the employee must be taken up with the Employer by the Business Representative of the Union, or anyone designated by the Union within thirty (30) days of the alleged infraction.
- C. The parties agree that any differences involving the interpretation of this Agreement, which cannot be settled among themselves, may be submitted to arbitration upon request of either party. The written notice to proceed to arbitration must be submitted to the other party within ten (10) days after agreement is reached that it cannot be settled between the parties.
- D. The party desiring such arbitration shall give to the other party written notice, as specified above, that the matter is to be submitted to arbitration and shall specify the question or questions to be arbitrated. The parties will use the Board of Personnel Appeals, State of Montana, to obtain a list of five (5) names to arbitrate the dispute. The arbitration hearing shall be conducted within forty-five (45) days after the arbitrator is selected, unless the selected arbitrator is unavailable.
- E. The arbitrator shall have authority only to deal with the differences between the parties involving the interpretation of the Agreement and shall not have authority to alter or add to the terms of this Agreement or the wage scales, which are a part hereof. The arbitrator shall not have the authority to go beyond the submission, and any case referred to the arbitrator by either party on which the arbitrator has no power or authority to rule shall be referred back to the parties without decision.
- F. The fees and expenses of the arbitrator shall be shared equally by both parties.
- G. All decisions of the arbitrator made within the scope of the submission and within the authority of the arbitrator as defined in this Article shall be final and binding on the Employer and the Union.
- H. Time limits as defined in this Article may be extended by mutual agreement between the parties, but not otherwise. Saturdays, Sundays, and holidays are not considered days.
- I. Failure to abide by the specific time limits provided in this procedure by either the Employer or the Union, at any step, unless mutually agreed otherwise in writing shall automatically result in the position of the party violating such limits, being considered as null and void and the position of the opposite party being fully upheld.

J. Representation:

Either party may choose paid or non-paid, legal or non-legal representatives to advance its issues in evidentiary hearings and appeals up to review by the appropriate Court.

K. Election of Remedy:

An employee must forego their right to arbitrate a grievance if they have initiated an action in a court of competent jurisdiction or administrative agency under other law based on a charge arising out of the same set of facts.

ARTICLE 18. JOB SAFETY AND HEALTH

- A.** This Agreement recognizes that compliance with safety rules and regulations is a condition of employment. To be effective, all employees must be constantly on the lookout for any condition or action, which might be unsafe or careless. Both the ASSOCIATION and the COUNTY agree to promote all rules necessary and economically feasible to assure safe working conditions.
- B.** Employees shall observe COUNTY safety rules, including the use of protective equipment provided by the COUNTY, intended for the protection of the individual or other employees, or the public.
- C.** All accidents involving injury or damage to COUNTY property, no matter how minor in nature, shall be reported by the injured employee to his/her immediate supervisor, an employee incident report shall be filled out and medical treatment will be arranged by management.

ARTICLE 19. CALL OFF AND CALL IN

A. CALL OFF

- 1.** Any employee who reports to work for a shift to which he/she is scheduled and whose services are not necessary because of low census, economic conditions or other significant reason shall be paid for the actual time worked or two (2) hours, whichever is greater.
- 2.** When an employee is notified by the COUNTY in advance of the report time prior to arriving at the work site, no pay is generated.
- 3.** In the event an employee loses scheduled time for reasons related to 19(A)(1) above, all or a portion of the lost time may be offset by permitting the employee to apply for and be paid from his/her accumulated vacation/holiday credits or vacation/holiday allowance at regular pay rates; provided however, any vacation/holiday allowance paid shall reduce such employee's accumulated vacation/holiday credits.

4. In implementing 19(A)(1) above, the COUNTY shall rotate and distribute among employees this loss of work time in an equitable manner as practical.
5. In the implementation of paragraph 19(A) (1) above, the COUNTY may, at its discretion, require an employee to work the scheduled shift or any lesser part thereof in a different department or work area provided the employee is qualified. Further, in such circumstances that the transitivity of qualifications would permit, another employee may be assigned during an involved shift who does qualify, to prevent the affected employee who does not qualify from losing scheduled work time. In all cases or reassignment, the employee shall retain his/her regular wage rate of pay.

B. CALL IN

1. Each and every call in shall be for a minimum of two (2) hours pay for employees not already on "on call" status. Any employee who is a member of the P.E.R.S. who is called in for an unscheduled shift and not already "on-call" shall receive \$2.00 per hour in addition to his/her current hourly rate. Any employee who is not a member of the P.E.R.S. and is called in for an unscheduled shift but not already "on-call" shall receive \$1.50 per hour in addition to his/her current hourly rate. Call in pay shall apply only to unscheduled shifts caused by personal/illness leave, termination or increased census. Call in pay shall not apply if the employee misses a scheduled shift during the same workweek, except in the case of low census call off.
2. If an employee is called in for work on a non-scheduled shift for that employee and is sent home prior to completing the shift, such employee will be paid for each hour actually worked, but not less than one-half (1/2) of the hours scheduled for such shift.

ARTICLE 20. ON CALL

"On Call" shall mean specifically when an employee has either been scheduled or assigned by his/her supervisor to be available for work on demand while away from the work site for a certain space of time, but not actively involved with duties or affairs of the COUNTY. Employees, on call, must restrict their personal activities so as to provide a means for immediate contact by the COUNTY, and to be able to arrive at the premises of the COUNTY within twenty-five (25) minutes of notification by the COUNTY.

If an employee while on call is unable to respond to any such call by the COUNTY, such employee shall immediately notify the COUNTY of the inability to respond to such call; provided however, such inability shall be for a valid reason beyond employee's control.

Whenever an employee is on call, the COUNTY shall pay \$3.00 per hour for each hour such an employee is on call.

For employees who are on "On Call" status, call backs on off duty hours, not an extension of the work shift, shall be guaranteed a minimum of 1 hour work or pay.

The COUNTY may relieve an employee of on call at any time. In the event an employee is sent home from a scheduled shift (refer to Article 19), the COUNTY may place such employee on call for any part or whole of that shift.

For an employee that is placed on call for a work position routinely scheduled with on call, the COUNTY shall provide a mobile paging device.

ARTICLE 21. SHIFT DIFFERENTIALS

A. SHIFT DIFFERENTIAL

LPN's, Aides and Hospital Ward Clerks hired prior to 06/30/95 shall be paid .25 cents for hours worked over eight hours if the shift begins at 6:00 a.m.

CNA's and Hospital Ward Clerks who work between the hours of 6:00 p.m. to 6:00 a.m. will receive an additional \$1.50 per hour. LPN's who work between the hours of 6:00 p.m. to 6:00 a.m. will receive an additional \$1.75 per hour.

B. INSTRUCTOR DIFFERENTIAL

Direct Care health care providers shall be paid an additional \$1.00 per hour for any instructor certification required by the facility that is not required by board of professional licensing.

C. CHARGE NURSE DIFFERENTIAL

There shall be a nurse designated as charge nurse for the hospital and care center for each shift, each designated charge nurse shall receive \$1.50/hour differential for all hours worked on that shift in addition to the foregoing hourly rates. The designated charge nurse shall be responsible for filling any vacancies in scheduling.

D. HEAD COOK DIFFERENTIAL

The Dietary Director shall designate a head cook for the Dietary Department in the absence of the Director, each designated head cook shall receive .75 /hour differential for all hours worked on that shift in addition to the foregoing hourly rates. The designated head cook shall be responsible for filling any vacancies in scheduling and ordering supplies.

ARTICLE 22. SECTION 125 PROGRAM

The COUNTY shall make available an independent insurance carrier to administrate the Federal IRS Section 125 program for employees. Such benefit shall be available at the discretion of each employee.

ARTICLE 23. EARNED TIME BANK AND EXTENDED ILLNESS BANK

Benefits for all regular, part-time, and temporary employees shall be prorated in accordance with the provisions of this article.

A. EARNED TIME BANK

1. Earned time is an employee paid leave benefit program, which accrues leave hours based on the following policies and conditions.
2. Earned time shall not be considered earned and usable unless there is full compliance with the following policies and conditions.
3. Casual employees are not eligible to accrue earned time hours.
4. Earned time hours must be accrued and available before an employee can use earned time. An employee can accrue earned time during his/her probationary period, but earned time can only be used by non-probationary employees.
5. Earned time hours shall be paid at the employee's base hourly rate of pay at the time the earned time hours are used.
6. Earned time hours shall accrue at the rate of .07692 x hours paid.
7. An employee may not accrue more than 320 earned time hours.
8. An employee may draw up to forty (40) hours of earned time pay in lieu of time off, during a calendar year (January 1-December 31) with written approval of the CEO, so long as the draw does not reduce the employee's earned time balance below forty (40) hours. Benefit hours are not earned on hours paid out.
9. Use of earned time requires prior approval from the employee's department head. In the event of the employee's illness, the employee shall notify his/her department head daily within a reasonable time frame prior to the scheduled shift. When an employee becomes ill during his/her work schedule, the department head shall

approve the use of earned time for the illness. Earned time hours shall be paid in the amount of the scheduled hours missed up to 40 total hours in the week.

Holidays are staffed according to the needs of the facility.

10. The department head will grant earned time hours as staffing allows.
11. When staffing allows, employees may take time off without pay in addition to paid earned time hours.
12. Failure to report back to work after the use of scheduled earned time off may result in termination of employment. If the employee is so terminated, the employee shall forfeit his/her previously scheduled earned time due to inappropriate termination notice. Employees shall notify the department head if they are unable to return as scheduled due to catastrophic circumstances.
13. Accumulated earned time shall not be paid to an employee unless appropriate written notice of termination is given. Should the employee not give appropriate written notice (two [2] weeks for non-managerial positions/four [4] weeks for managers), he/she shall forfeit the balance of his/her earned time benefit. A employee with less than one (1) full year of service shall be entitled to the use of one-half (1/2) of his/her accrued earned time benefits during his/her first year of employment. If the employee separates from employment prior to the employee's first anniversary, the employee shall be entitled to only one-half (1/2) of the accrued earned time.
14. Earned time hours shall not be used as part of the termination notice period.
15. When earned time hours are used for injury or illness, the COUNTY reserves the right to a statement from the employee's physician verifying the illness/injury and a return to work statement.
16. Extended illness hours shall not be paid to an employee who becomes ill during time off that has been requested as earned time. After the use of the earned time, the employee may be eligible for extended illness hours.

HOLIDAY PAY (FOR THOSE EMPLOYEES ON EARNED TIME BENEFIT PACKAGE)

All employees shall receive a holiday incentive pay equal to one and a half times his or her current wage for all hours work performed on Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day. On all other holidays, employees will be paid their regular straight time hourly rate for work performed. This does not include an employee who is on call but does not come into the

COUNTY to work the holiday. Incentive Pay shall be paid in the pay period worked.

B. EXTENDED ILLNESS BANK

1. Extended illness hours are paid only for personal illness or injury that results in time away from scheduled work activities. Extended illness hours may also be paid for necessary care of or attendance to the illness of an immediate family member. Immediate family includes, spouse, parent, children, foster or step-children.
2. Extended illness time shall not be considered earned and usable unless there is full compliance with the following policies and conditions.
3. If an employee is scheduled to work less than 80 hours per pay period, is not eligible to use extended illness hours.
4. Extended illness hours must be accrued and available before an employee can use earned time. An employee can accrue extended illness during his/her probationary period, but can only be used by non-probationary employees.
5. Extended illness hours are paid at the employee's base hourly rate of pay at the time the extended illness hours are used.
6. Extended illness hours shall accrue at the rate of .0462 x regular and benefit hours paid. Extended illness hours shall not accrue on paid overtime hours. The maximum number of hours that may be accrued in one (1) year shall not exceed 97 hours.
7. An employee shall not have more than 480 extended illness hours.
8. Extended illness hours will be paid in increments equal to the number of actual missed scheduled work hours, not to exceed 40 hours total in a week.
9. To access the extended illness bank: if extended hours are available, staff members shall be able to immediately draw from their extended illness bank for scheduled hours lost.
10. Extended illness hours may be used for maternity leave.
11. Extended illness hours shall not be used in connection with workmen's compensation injury/illness.
12. Upon giving notice of termination, the employee shall not be eligible to use extended illness hours.

13. Upon termination of employment, extended illness hours shall be forfeited.

NO BENEFIT PACKAGE

All employees shall receive a holiday incentive pay equal to one and a half times his or her current wage for all hours work performed on Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day. On all other holidays, employees will be paid their regular straight time hourly rate for work performed. This does not include an employee who is on call but does not come into the COUNTY to work the holiday. Incentive Pay shall be paid in the pay period worked.

ARTICLE 24. LICENSING FEE REIMBURSEMENT

The LPN's will be reimbursed up to one hundred dollars (\$100.00) for State of Montana license renewal.

Maintenance workers will be reimbursed up to fifty dollars (\$50.00) per year for their Boiler's license.

ARTICLE 25. TERM OF AGREEMENT

- A. The duration of this Agreement is from ratification of the document by the parties through June 30, 2018.
- B. Either party may terminate or reopen this Agreement for modification by serving written notice on the opposite party not less than ninety (90) days or more than one hundred twenty (120) days prior to the expiration date or any anniversary thereof.
- C. Should no accord be reached by the parties by the expiration date, the entire Agreement shall expire on such date. The parties hereto by written agreement may extend said period for the purpose of reaching a new Agreement.
- D. Should any provision contained in this Agreement be declared invalid by reason of existing or subsequently enacted legislation, court decree, or government decree, such terms of the Agreement shall be modified so as to conform to the requirements of such law or decree. All other provisions so this Agreement shall continue in full force and effect.

Dated this _____ day of _____, 2016.

Montana Public Employees
Association

By: [Signature]
Executive Director

By: [Signature]
Field Representative

By: [Signature]
John Whitney

By: [Signature]
Robert Wintie

By: [Signature]
Jeanne Widhalm

Marias Medical Center Board
of Trustees

[Signature]
Chairman

[Signature]
Secretary

[Signature]

Chief Executive Officer

[Signature]

Toole County Commission Chair

[Signature]
Attest - Clerk & Recorder

2016 Contract

Category A - Aides, Environmental Services, Activity Aide, Dietary Aide

OLD BASE WAGE	8.93	9.19	9.46	9.72	9.98	10.24	10.51	10.77	11.04	11.30	11.56	11.70	11.84
Prob	1	2	3	4	5	6	7	8	9	10	11	12	
STATE BENEFITS	8.28	8.45	8.61	8.78	8.95	9.11	9.27	9.45	9.61	9.77	9.93	10.11	10.27
WITH PERS													
STATE BENEFITS	8.75	8.93	9.10	9.27	9.46	9.63	9.80	9.98	10.15	10.32	10.51	10.68	10.85
W/O PERS													
ETB WITH PERS	8.54	8.71	8.87	9.05	9.22	9.39	9.56	9.73	9.90	10.08	10.24	10.41	10.59
ETB W/O PERS	9.03	9.21	9.38	9.57	9.75	9.93	10.11	10.29	10.48	10.65	10.83	11.02	11.19
W/O STATE OR ETB													
WITH PERS	9.89	10.09	10.29	10.49	10.69	10.88	11.08	11.28	11.48	11.68	11.87	12.07	12.27
W/O PERS + W/O													
LEAVE	10.44	10.65	10.86	11.07	11.28	11.49	11.70	11.90	12.12	12.32	12.54	12.74	12.95

Category B - Certified Nurse Aide & Ward Clerks

OLD BASE WAGE	9.34	9.62	9.88	10.16	10.42	10.70	10.97	11.23	11.51	11.77	12.05	12.22	12.39
Prob	1	2	3	4	5	6	7	8	9	10	11	12	
STATE BENEFITS	8.90	9.07	9.24	9.40	9.57	9.73	9.90	10.07	10.23	10.40	10.57	10.73	10.89
WITH PERS													
STATE BENEFITS	9.39	9.57	9.74	9.92	10.10	10.27	10.44	10.62	10.79	10.98	11.15	11.32	11.50
W/O PERS													
ETB WITH PERS	9.17	9.34	9.52	9.68	9.85	10.03	10.20	10.36	10.54	10.88	11.32	11.05	11.22
W/O PERS +													
EARNED TIME	9.68	9.86	10.05	10.22	10.40	10.59	10.76	10.94	11.13	11.31	11.49	11.67	11.85
W/O STATE OR ETB													
WITH PERS	10.57	10.76	10.97	11.16	11.35	11.56	11.75	11.94	12.15	12.34	12.54	12.73	12.93
W/O PERS + W/O													
LEAVE	11.15	11.35	11.57	11.77	11.99	12.19	12.39	12.61	12.81	13.02	13.23	13.43	13.65

Category C - Dietary Cook

11.97	12.12	12.26	12.40	12.54	12.68	12.82	12.95
13	14	15	16	17	18	19	20
10.43	10.60	10.77	10.93	11.10	11.26	11.43	11.60
11.03	11.20	11.37	11.56	11.73	11.90	12.08	12.25
10.76	10.92	11.10	11.27	11.44	11.61	11.78	11.95
11.37	11.56	11.74	11.91	12.10	12.28	12.45	12.64
12.46	12.67	12.86	13.06	13.26	13.45	13.66	13.85
13.16	13.37	13.58	13.79	13.99	14.21	14.41	14.63

12.58	12.75	12.92	13.11	13.28	13.45	13.64	13.81
13	14	15	16	17	18	19	20
11.07	11.23	11.39	11.56	11.73	11.89	12.06	12.23
11.67	11.84	12.03	12.20	12.37	12.55	12.72	12.89
11.39	11.57	11.73	11.90	12.08	12.25	12.41	12.59
12.03	12.21	12.39	12.57	12.75	12.93	13.12	13.29
13.13	13.32	13.53	13.72	13.91	14.12	14.31	14.50
13.85	14.07	14.27	14.47	14.68	14.89	15.10	15.31

9.61	9.96	10.29	10.63	10.98	11.31	11.65	11.99	12.33	12.67	13.01	13.16	13.30
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Prob	1	2	3	4	5	6	7	8	9	10	11	12
9.12	9.28	9.46	9.62	9.78	9.95	10.12	10.28	10.44	10.61	10.78	10.94	11.11
9.64	9.81	9.99	10.17	10.34	10.52	10.69	10.86	11.04	11.22	11.39	11.57	11.74
9.40	9.58	9.75	9.91	10.09	10.26	10.43	10.60	10.77	10.94	11.12	11.28	11.45
9.93	10.11	10.29	10.48	10.65	10.83	11.02	11.19	11.37	11.56	11.74	11.91	12.10
10.85	11.05	11.25	11.44	11.64	11.84	12.04	12.23	12.43	12.63	12.82	13.03	13.22
11.45	11.66	11.87	12.08	12.29	12.50	12.71	12.91	13.12	13.33	13.54	13.75	13.95

	9.79	10.06	10.32	10.59	10.86	11.13	11.40	11.67	11.93	12.20	12.47	12.73	12.99
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Prob	1	2	3	4	5	6	7	8	9	10	11	12
9.54	9.70	9.87	10.04	10.20	10.36	10.54	10.70	10.86	11.03	11.20	11.36	11.53
10.08	10.25	10.42	10.61	10.78	10.95	11.13	11.30	11.48	11.66	11.83	12.01	12.18
9.82	10.00	10.16	10.33	10.51	10.68	10.84	11.02	11.19	11.36	11.53	11.70	11.87
10.38	10.56	10.74	10.92	11.11	11.28	11.46	11.65	11.82	12.01	12.19	12.36	12.55
11.33	11.53	11.73	11.92	12.12	12.32	12.52	12.71	12.91	13.11	13.30	13.50	13.70
11.96	12.17	12.38	12.59	12.80	13.01	13.21	13.42	13.63	13.84	14.05	14.25	14.46

Description • Category E	
11.13	11.49
11.83	12.18
12.54	12.88
13.23	13.59
13.93	14.28
14.64	14.93
14.93	14.93

Prob	1	2	3	4	5	6	7	8	9	10	11	12
11.3	11.49	11.83	12.18	12.54	12.88	13.23	13.59	13.93	14.28	14.64	14.81	14.98

13.44	13.60	13.74	13.89	14.04	14.19	14.33	14.48
13	14	15	16	17	18	19	20

11.27	11.42	11.61	11.77	11.93	12.11	12.27	12.43
11.91	12.10	12.27	12.44	12.62	12.79	12.96	13.15
11.63	11.80	11.96	12.14	12.31	12.48	12.66	12.82
12.28	12.45	12.64	12.82	12.99	13.18	13.36	13.55
13.41	13.62	13.81	14.01	14.21	14.40	14.61	14.80
14.16	14.37	14.58	14.79	14.99	15.21	15.41	15.62

12.80	12.91	13.01	13.12	13.23	13.34	13.45	13.56
13	14	15	16	17	18	19	20

11.69	11.86	12.03	12.19	12.35	12.53	12.69	12.85
12.35	12.54	12.71	12.88	13.06	13.23	13.40	13.59
12.05	12.21	12.38	12.56	12.73	12.89	13.07	13.24
12.73	12.91	13.09	13.27	13.45	13.63	13.81	13.99
13.89	14.10	14.29	14.48	14.68	14.88	15.08	15.27
14.67	14.88	15.09	15.29	15.50	15.71	15.92	16.13

15.16	15.34	15.51	15.69	15.86	16.04	16.22	16.39
13	14	15	16	17	18	19	20

STATE BENEFITS WITH PERS	9.96	10.12	10.29	10.46	10.62	10.78	10.95	11.12	11.28	11.44	11.62	11.78	11.94
STATE BENEFITS W/O PERS	10.52	10.69	10.86	11.05	11.22	11.39	11.57	11.74	11.91	12.10	12.27	12.44	12.62
ETB WITH PERS	10.25	10.42	10.60	10.76	10.93	11.11	11.28	11.44	11.62	11.79	11.96	12.13	12.30
W/O PERS + EARNED TIME	10.83	11.02	11.19	11.37	11.56	11.74	11.91	12.10	12.28	12.45	12.64	12.82	12.99
W/O STATE OR ETB WITH PERS	11.80	12.00	12.20	12.39	12.59	12.78	12.98	13.18	13.37	13.58	13.77	13.96	14.16
W/O PERS + W/O LEAVE	12.46	12.67	12.88	13.09	13.29	13.50	13.71	13.92	14.13	14.33	14.55	14.75	14.95

Category F - Office

OLD BASE WAGE	9.86	10.18	10.51	10.83	11.16	11.48	11.80	12.13	12.45	12.77	13.10	13.29	13.48
Prob		1	2	3	4	5	6	7	8	9	10	11	12
STATE BENEFITS WITH PERS	10.37	10.54	10.71	10.87	11.04	11.20	11.37	11.54	11.70	11.86	12.04	12.20	12.36
STATE BENEFITS W/O PERS	10.95	11.13	11.30	11.49	11.66	11.83	12.01	12.18	12.35	12.54	12.71	12.88	13.06
ETB WITH PERS	10.68	10.85	11.03	11.19	11.36	11.54	11.71	11.87	12.05	12.22	12.39	12.56	12.73
W/O PERS + EARNED TIME	11.28	11.46	11.65	11.82	12.01	12.19	12.36	12.55	12.73	12.91	13.09	13.27	13.45
W/O STATE OR ETB WITH PERS	12.28	12.47	12.68	12.87	13.07	13.26	13.46	13.66	13.85	14.05	14.25	14.44	14.64
W/O PERS + W/O LEAVE	12.96	13.17	13.38	13.59	13.79	14.00	14.21	14.41	14.63	14.83	15.03	15.25	15.45

Category G - Maintenance

OLD BASE WAGE	11.71	12.03	12.34	12.66	12.97	13.29	13.61	13.93	14.25	14.57	14.88	15.01	15.15
Prob		1	2	3	4	5	6	7	8	9	10	11	12
STATE BENEFITS WITH PERS	12.87	13.04	13.21	13.37	13.54	13.70	13.87	14.04	14.20	14.37	14.54	14.70	14.86

12.11	12.28	12.44	12.61	12.78	12.94	13.11	13.27
12.79	12.97	13.15	13.32	13.49	13.67	13.84	14.03
12.47	12.65	12.81	12.98	13.16	13.33	13.49	13.67
13.18	13.36	13.55	13.72	13.90	14.09	14.26	14.44
14.36	14.56	14.75	14.95	15.15	15.34	15.53	15.74
15.17	15.37	15.59	15.79	15.99	16.21	16.41	16.62

13.68	13.87	14.07	14.27	14.46	14.66	14.85	15.05
13	14	15	16	17	18	19	20

12.54	12.70	12.86	13.03	13.20	13.36	13.53	13.69
13.23	13.41	13.59	13.76	13.93	14.11	14.28	14.46
12.90	13.08	13.24	13.41	13.59	13.76	13.92	14.10
13.63	13.81	13.99	14.17	14.35	14.54	14.72	14.89
14.83	15.03	15.23	15.42	15.62	15.82	16.01	16.21
15.66	15.87	16.08	16.28	16.49	16.70	16.90	17.12

15.29	15.42	15.56	15.69	15.82	15.96	16.10	16.23
13	14	15	16	17	18	19	20
15.03	15.20	15.36	15.53	15.70	15.86	16.02	16.20

STATE BENEFITS W/O PERS	13.61	13.78	13.95	14.14	14.31	14.48	14.66	14.83	15.01	15.19	15.36	15.53	15.72
ETB WITH PERS	13.24	13.41	13.58	13.75	13.92	14.10	14.26	14.43	14.61	14.78	14.94	15.12	15.29
W/O PERS + EARNED TIME	13.99	14.17	14.35	14.54	14.72	14.89	15.08	15.26	15.43	15.62	15.80	15.97	16.16
W/O STATE OR ETB WITH PERS	15.16	15.35	15.54	15.75	15.94	16.14	16.33	16.52	16.72	16.92	17.12	17.31	17.50
W/O PERS + W/O LEAVE	16.00	16.21	16.41	16.63	16.83	17.03	17.24	17.45	17.66	17.86	18.06	18.28	18.48

Category H-LPN OLD BASE WAGE	14.36	14.72	15.08	15.43	15.79	16.15	16.50	16.86	17.22	17.57	17.93	18.13	18.31
Prob		1	2	3	4	5	6	7	8	9	10	11	12
STATE BENEFITS WITH PERS	14.55	14.71	14.88	15.05	15.21	15.37	15.54	15.71	15.87	16.04	16.21	16.37	16.54
STATE BENEFITS W/O PERS	15.37	15.54	15.72	15.90	16.08	16.25	16.42	16.61	16.78	16.95	17.13	17.30	17.48
ETB WITH PERS	14.95	15.13	15.30	15.46	15.64	15.81	15.98	16.15	16.32	16.49	16.67	16.83	17.00
W/O PERS + EARNED TIME	15.80	15.97	16.16	16.34	16.52	16.70	16.88	16.73	17.24	17.42	17.61	17.78	17.96
W/O STATE OR ETB WITH PERS	17.07	17.27	17.46	17.66	17.86	18.05	18.25	18.44	18.64	18.83	19.02	19.22	19.42
W/O PERS + W/O LEAVE	18.02	18.23	18.43	18.65	18.85	19.05	19.26	19.46	19.68	19.88	20.08	20.29	20.49

15.89 16.07 16.24 16.41 16.60 16.77 16.94 17.12
15.46 15.63 15.80 15.97 16.15 16.31 16.48 16.66
16.34 16.52 16.70 16.88 17.06 17.24 17.42 17.61
17.70 17.89 18.09 18.29 18.48 18.68 18.87 19.06
18.69 18.89 19.10 19.31 19.51 19.72 19.93 20.13

18.50	18.69	18.87	19.06	19.25	19.43	19.62	19.81
13	14	15	16	17	18	19	20
16.71	16.87	17.03	17.21	17.37	17.53	17.71	17.87
17.66	17.83	18.00	18.19	18.36	18.53	18.71	18.88
17.18	17.35	17.51	17.69	17.86	18.03	17.84	18.37
18.15	18.33	18.50	18.69	18.87	19.04	19.23	19.41
19.61	19.81	20.00	20.20	20.39	20.58	20.78	20.98
20.71	20.91	21.11	21.32	21.52	21.73	21.94	22.14

