

## **Extended thru June 30, 2023 with MOU**

### **SUPPLEMENT TO THE MFPE MASTER AGREEMENT For Certain Employees of The Health Resources Division Public Health and Safety Division Quality Assurance Division MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES**

Each of the provisions listed below supersede similar provisions contained in the MFPE Master Agreement:

#### **A. PROBATIONARY PERIODS**

The probationary period for employees classified as health care facility surveyors in the quality assurance division will last for one year. The Employer will provide written performance appraisals for these employees every three months during their probationary periods. If the Employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the Employer.

#### **B. WORK HOURS**

Sick leave, annual leave, or compensatory time off shall not constitute time worked when computing overtime or compensatory time credits under this Article. Management may adjust an employee's work schedule in a work week or require the employee to take time off so that the employee does not become eligible for the payment of overtime or accrual of compensatory time while using annual leave, compensatory time, and sick leave in a work week. This language stands in place of current language in the MFPE Master Agreement, Article 8, Section 6.

Employees classified as quality control reviewers and claims examiners will operate on a 40-hour week instead of an eight-hour work-day.

#### **C. COMPENSATORY TIME**

Compensatory time for bargaining unit employees may be accumulated to a maximum of 120 hours. Compensatory time in excess of 120 hours will be paid at time and one-half the employee's regular rate of pay.

#### **D. REST BREAKS**

One rest break of a normal duration will be granted during the first four hours of work and one rest break of a normal duration will be granted during the second four-hour work period. In no case will the rest breaks be used to extend the lunch period or allow for early departure.

#### **E. LABOR-MANAGEMENT COMMITTEE**

1. The Employer and the Federation agree to the establishment of a Labor-

Management Committee, one committee for each division. The purpose of this Committee is to discuss any item of concern to either party and to improve communications between the Employer and the members of the bargaining unit. The Committee will not, however, take the place of the grievance procedure outlined in Addendum B of the MFPE Master Agreement or the collective bargaining process.

2. The Labor-Management Committee will be comprised of an equal number of representatives appointed by management and appointed by the Federation; not to exceed five.
3. The Committee will meet in accordance with each committee's rules.
4. Appointed Federation members will receive paid release time to attend Labor-Management Committee meetings when scheduled during normal work hours. Bargaining unit members will receive paid release time to attend Labor-Management Committee meetings when scheduled during normal work hours. All parties agree that participation in LMC meetings will be encouraged and supported by both parties.
5. Prior to the scheduled Labor-Management Committee meetings, each party may submit to the other its agenda items or if required by the committee's rules. The agenda shall be limited to items of a group rather than individual concern that cannot easily be solved through established supervisory channels.
6. Meetings will be organized according to the processes outlined in each Committee's rules. Copies of the minutes will be reviewed and signed jointly.
7. Labor-Management Committee meetings may be canceled upon mutual agreement.

#### F. TRAINING

If an employee feels additional training is necessary for them to successfully perform their job duties, the employee is encouraged to contact their Supervisor to discuss what training methods are available.

#### G. ANNUAL LEAVE

Annual leave which is requested for a minimum of one week or greater shall be in writing and approved or denied within (10) working days. If the employee has not received a response within (10) working days they should follow the chain of command and contact the next highest management official who will resolve the issue within (5) working days. Reasons for denial of annual leave shall be provided to the employee in writing.

### H. FEDERATION RIGHTS

The Union President, or designee, will be given up to 40 hours of paid release time per year for MFPE activities and sanctioned events. Time spent conducting investigations, processing grievances, including arbitration matters will count against these hours. The Employer will not compensate the aforementioned individuals for the time spent in such activities outside their normal work schedule. Release time must be pre-approved through the President's supervisory chain-of-command and must be coordinated and reported with the human resource office. Other internal business of the Federation shall be conducted by the employees during their non-duty hours.

A total of six (6) bargaining unit members, who are appointed as delegates to the MFPE Annual Conference shall be allowed four (4) hours of paid leave to attend the MFPE Annual Conference each year. The President of the Local shall submit the list of authorized delegates to the Director of Human Resources as far in advance as possible.

For the purpose of negotiations, up to four (4) bargaining team members shall be allowed paid release of up to two (2) eight (8) hour days of paid time each to negotiate a successor agreement.

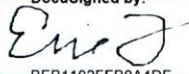
**DATED** this 1/22/2020 day of 1/22/2020 2020.

**FOR: THE STATE OF MONTANA**

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Sheila Hogan, Director  
Department of Public Health and  
Human Services

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Michael P. Manion, Chief  
State Office of Labor Relations

**FOR: MONTANA FEDERATION OF  
PUBLIC EMPLOYEES**

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Eric Feaver, President  
Montana Federation of Public Employees  
(MFPE)

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Matt Ringel, MFPE Local 7791

## **Addendum A** **Broadband Pay Plan Provisions**

This agreement represents the parties' full and complete agreement for all provisions of the Broadband Pay Plan under the term of this contract.

### **Section 1.** Across the Board Pay Adjustments

The State shall increase each employee's base salary by \$.50 per hour effective the first full pay period that includes January 1, 2020 and \$.50 per hour the first full pay period that includes January 1, 2021.

### **Section 2.** Health Insurance

The Health Care and Benefits Division is managing the State Employee Group Health Plan to contain costs and minimize member cost impacts. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out of pocket levels will not increase through December 31, 2020. The State's share contribution (currently, \$1054 a month) will not change during the same period.

**Section 3.** Longevity. All of the calculations are base rates and not inclusive of longevity.

**Section 4.** Hiring rates. Employees new to state government will typically be hired at the entry for the occupation. In determining a new employee's hiring rate above entry, the Supervisor, or designee, shall consider criteria such as: the employee's job-related qualifications and competencies; existing salary relationships within the job class, band and work unit; department affordability; and the competitive labor market.

**Section 5.** Training Assignments. The Supervisor or designee may establish written training assignments to enable an employee to gain the additional experience and training required for the job for a period of time not to exceed one year. At the completion of the training assignment, the employee's pay will be set no less than the entry rate of pay for the occupational pay band.

**Section 6.** Market-based pay: Pay awarded to employees based on comparisons to how other employers compensate employees in similar jobs. Market-based comparisons consider not only base pay, but also other types of compensation and benefits having a definable dollar value. The Department may consider market-based pay adjustments on a case-by-case basis.

**Section 7.** Competency-based pay: Pay based on an assessment of an employee's job-related competence. The Department may consider competency-based pay adjustments on a case-by-case basis.

**Section 8.** Results-based pay: Pay awarded to employees or employee teams based on accomplishments. Results-based pay may be awarded for specific outcomes or outputs. The Department may consider results-based pay adjustments on a case-by-case basis.

**Section 9.** Strategic pay: Pay awarded to attract and retain key employees with competencies critical or vital to achievement of the Department's mission or strategic goals. The Department may consider strategic pay on a case-by-case basis.

**Section 10.** Situational pay: Pay based on circumstances that occur that are not encountered in either the majority of jobs in state government or jobs used to make market comparisons. It is intended to address difficulties in recruitment and retention. It may be considered when atypical requirements exist in a position, for example, unusual hours, extreme physical demands, or environmental hazards that are causing recruitment and retention problems. The Department may consider situational-based pay on a case-by-case basis.

**Section 11.** The union will be provided notification of all pay adjustments under the provisions in this addendum.

**Section 12.** When travel is part of the principal activity and within the course and scope of employment such travel time will be compensable time when in the pursuit of conducting business on behalf of the State. If such travel necessitates overnight lodging, compensable time shall end when checked into the lodging for the night's rest period and begin when checking out of the lodging. Travel will be considered to have ended when employees return to the designated point of origination.

Due to their personal safety, an employee may opt to stay overnight at a location greater than (50) miles away from the designated place of business with prior approval from the immediate Supervisor. Such requests will be kept confidential between the employee and management.

**PAY SCHEDULE A**

<b>Pay Band</b>	<b>Job Code</b>	<b>Title</b>	<b>Hourly Entry</b>	<b>Hourly Midpoint</b>	<b>Hourly Maximum</b>
5	131235	Program Specialist	20.16	22.68	25.19
6	131236	Program Specialist	22.97	27.89	32.81
5	131315	Insurance Claims Examiner	20.00	22.72	25.43
5	131415	Compliance Specialist	20.38	22.93	25.47
6	131416	Compliance Specialist	24.54	27.61	30.68
6	131536	Emergency Management Specialist	25.29	28.46	31.62
5	131755	Training Development Specialist	16.99	20.74	24.48
6	131756	Training Development Specialist	21.58	24.28	26.97
6	131816	Management Analyst	25.43	28.61	31.79
7	131817	Management Analyst	30.54	35.84	41.13
5	131895	Grants Contracts Coordinator	19.09	21.33	23.57
6	131896	Grants Contracts Coordinator	24.50	27.57	30.63
5	131915	Administrative Specialist	20.14	22.75	25.36
6	131916	Administrative Specialist	24.63	28.47	32.30
6	132136	Auditor	23.46	26.39	29.32
7	132317	Budget Analyst	28.22	32.18	36.14
5	132915	Financial Specialist	17.30	20.19	23.08
6	132916	Financial Specialist	21.58	25.72	29.86
7	132917	Financial Specialist	25.70	30.18	34.65
5	151215	Computer Programmer	21.76	24.48	27.20
5	151415	Computer User Support Specialist	18.46	23.08	27.69
6	151416	Computer Support Specialist	23.62	26.58	29.53
6	151516	Computer Systems Analyst	27.50	31.20	34.90
4	151914	Data Control Technician	21.21	24.06	26.91

5	151915	Data Control Specialist	23.71	27.29	30.86
6	152316	Operations Research Analyst	23.56	28.01	32.46
7	152317	Operations Research Analyst	28.01	34.38	40.75
6	171116	Architect	29.43	33.78	38.13
7	191417	Epidemiologist	26.75	31.73	36.70
5	211235	Social Service Specialist	20.23	22.76	25.29
6	211236	Human Services Specialist	20.23	23.62	27.01
6	211616	Health Education Specialist	20.37	24.76	29.14
6	211626	Health Program Representative	19.81	22.29	24.76
7	231217	Administrative Law Judge	31.43	35.36	39.29
7	231237	Hearings Officer	22.56	25.72	28.88
6	259316	Instructional Coordinator	24.63	27.71	30.79
6	291316	Dietitian Nutritionist	21.46	26.49	31.51
5	299115	Occupational Health Safety Specialist	19.31	22.49	25.67
6	299116	Occupational Health Safety Specialist	24.91	28.02	31.13
6	299136	Health Sanitarian	22.96	25.83	28.70
6	299156	Facility Surveyor	25.20	28.36	31.51
2	439612	Administrative Clerk	12.46	14.01	15.56
4	433314	Accounting Technician	18.84	20.73	22.61
3	434313/ Q43031	License Permit Technician 1	13.48	15.64	17.80
4	434314/ Q43032	License Permit Technician 2	15.98	17.59	19.19
3	434513	Customer Service Assistant	12.86	14.15	15.43
4	434654	Eligibility Technician	17.64	19.85	22.05
3	436113	Administrative Assistant	15.31	17.22	19.13
4	436114	Administrative Assistant	16.89	20.16	23.43
3	436153	Compliance Technician	18.96	20.87	22.77
4	436154	Compliance Technician	22.46	25.04	27.62

3	436413	Secretary	13.47	15.48	17.49
4	439114	Computer Operator	18.02	19.83	21.63
2	439612	Administrative Clerk	12.46	14.01	15.56

The Employer may bring employees into positions above the entry rate based on qualifications. Employees will be paid within the ranges above.

**Employees who are currently being compensated at hourly rates below the entry rates above will be increased to the entry rates effective December 21, 2019, or the beginning of the pay-period when the contract is ratified by the Union—whichever date is later. This is a one-time increase.**



**Memorandum of Understanding**  
**Between**  
**State of Montana**  
**DPHHS**  
**And**  
**Health and Policy & Quality Assurance Employees**  
**Montana Federation of Public Employees**

This Memorandum of Understanding is between the State of Montana, DPHHS, (the “State”) and the Health Policy and Quality Assurance Employees of the Montana Federation of Public Employees (the “Federation”).

Under the Term of Agreement section, the parties agree to extend the expiration date of their collective bargaining agreement through June 30, 2023. The remainder of the Term of Agreement section remains the same except that the Federation’s right to engage in concerted activity will occur after December 31 of even years.

The parties agree that all working conditions and terms of the collective bargaining agreement shall be final and shall not be opened or re-bargained for the duration of the agreement with the singular exception of wages or remunerations.

The State and the Federation shall retain the right to bargain and negotiate wages or other remunerations during the term of the collective bargaining agreement. Any agreement between the parties regarding wages or remunerations shall be memorialized in a document separate from the collective bargaining agreement.

Signed and dated this 12/29/2020.


FOR THE STATE:

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Erica Johnston, Interim Director

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Mike Manion, Chief of Labor Relations

FOR THE FEDERATION:

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Matt Ringel, President

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Amanda Curtis, MFPE President