

SUPPLEMENTAL AGREEMENT MONTANA MENTAL HEALTH NURSING CARE CENTER

1. LABOR MANAGEMENT MEETINGS:

It is agreed that up to three bargaining unit members will be allowed to serve on paid time basis if they are normally scheduled to work, to confer with Management on day-to-day type problems.

Meetings will be held on a quarterly basis or when necessary on a mutually agreeable date, time, and place. Agendas for said meetings must be submitted by the requesting party no less than 14 calendar days prior to the meeting date.

It is understood that this committee does not take the place of the grievance procedure. Any decisions reached by the committee in resolving day-to-day type problems shall not alter the terms of this agreement and will be advisory only.

2. REST BREAKS:

Employees shall be entitled to two (2) 15-minute rest breaks during their regular shift. Rest breaks shall be scheduled by management and may be interrupted to provide essential patient services. Management will, however, make an effort to accommodate the reasonable wishes of an employee in scheduling break times.

By mutual agreement, the two (2) 15-minute rest breaks may be combined into one (1) thirty-minute rest period.

Designated break areas shall include indoor and outdoor areas where employees are able to walk and/or visit with one another. The DPHHS complex premises shall be included as a designated break area. Management reserves the right to adjust break time to ensure adequate coverage.

3. ANNUAL LEAVE REQUESTS:

- a. Annual vacation leave requests may be submitted in writing during the month of March for the succeeding year. All leave requests must be submitted on the approved leave request form (P1).
- b. Leave requests will be granted on the basis of seniority. If seniority is identical, the leave request with the earliest submission date shall be given preference.
- c. Leave requests must be submitted at least 20 calendar days in advance of the date requested. Management shall respond to the request at least 10 days prior to the requested date for the leave.

- d. If an employee desires to change shifts with another employee an Exchange Form must be completed and submitted into the supervisor at least 5 calendar days in advance.
- e. Employees who change work location may or may not retain their scheduled vacation dates. Such employees must schedule their leave with their new supervisor subject to the requirements of service. When such changes are made, seniority may not be used to disrupt the already scheduled annual leave of a less senior employee.
- f. Employees who cancel their leave request shall then be subject to scheduling future dates under the provisions of "3" supra.
- g. Leaves for other situations will be considered on an individual basis.

4. RELOCATION ALLOWANCE:

Bargaining unit members shall receive relocation allowance per state policy.

5. GRIEVANCE PROCEDURE:

Section 1. 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.

All presentations of grievances shall be submitted to the Employer in writing at each step and must include:

- 1) Name of employee(s)/Union grieving;
- 2) Dates of the action(s);
- 3) The step of the grievance;
- 4) A complete statement of the grievance and facts upon which it is based;
- 5) Contractual rights of the individual claimed to have been violated;
- 6) And specific remedy or correction requested.

Step 1. Any dispute involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall be discussed with the employee's immediate supervisor within fifteen (15) working days of the grievance. The immediate supervisor shall have fifteen (15) working days to respond. All grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given opportunity to attempt resolution.

Step 2. If the grievance is not resolved informally, a formal grievance may be presented in writing within ten (10) working days from the receipt of the immediate supervisor's response of Step 1 to the appropriate Management official. The Management representative at the second step shall have ten (10) working days from the 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 his/her designee within ten (10) working days of the receipt of the Step 2 response. The director shall have twenty (20) working days to respond to the grievance in writing.

Step 4. Should the matter remain unresolved after Step 3, the parties will jointly contact a mediator within fifteen (15) working days of the director's decision. If there is a cost associated, the parties will equally share costs. This step may be skipped if mutually agreed upon. Timeline for the grievance processing will be put on hold until the mediation is final.

Step 5. Should the matter remain unresolved following mediation, the Federation shall, within fifteen (15) working days of mediation, notify the director and the Chief of State Office of Labor Relations of its decision to take the grievance to final and binding arbitration.

6. REPLACEMENT OF EQUIPMENT:

Prescription glasses and watches which are damaged or destroyed by a resident may be replaced or repaired per the following conditions:

- a. The incident is reported to the shift supervisor prior to the end of the shift;
- b. The incident is verified by the shift supervisor;
- c. A written incident report is filed by the employee within three (3) working days of the incident;
- d. Watches shall be replaced or repaired up to a maximum of \$50 and only if required in the performance of job duties.
- e. Clothing and/or shoes damaged by resident contact may be repaired or reimbursed under the provisions in this Section up to a maximum of fifty.

(50) dollars based upon a supervisor's determination of the condition of the clothing when damaged.

- f. This provision is contingent upon Center budget constraints.

7. TRIAL PERIOD:

Employees shall serve a maximum 1-month trial period upon being promoted but pay shall in no way be impacted by such trial. If during the trial period, either the employee and/or management determine that the promotion was inappropriate, the employee shall return to their previously held position and be paid at the formerly held rate of pay.

8. MEAL/MEAL PERIOD:

All employees will be granted a meal and meal period within their eight (8) hour shift. It is agreed that the thirty (30)-minute meal period is properly calculated as part of the total compensation of an employee. It is further understood that the meal period may be interrupted for service but when possible will resume at a later time. It is recognized that workers in non-direct care services are compensated for forty (40) hours of work per week within which they are provided a thirty (30) minute meal period each day. Actual working hours are thereby reduced to 37 1/2 hours per week. This clause and the employee benefits referenced herein shall not affect the computation of overtime or other benefits as provided within this Agreement.

9. 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.

10. SCHEDULING:

Rotating schedules will be maintained in all work areas where now utilized, but an individual employee's schedule is subject to change as provided for in the Master Agreement.

Management will utilize Food Service Workers currently employed to provide relief and to enable them to gain experience when Cook I relief is needed and provide provisional pay in accordance with contract.

Permanent Food Service Workers will be scheduled to work as Cook relief where the Food Service Supervisor has sufficient advance notice (at least 2 working days) to plan for schedule changes.

Cook relief work does not require ten (10) days' notice as provided in Article 7,

Section 8; but shall be assigned in accordance with Article 7, Section 15.

The Center will attempt to fill every shift with bargaining unit employees, and to offer overtime shifts to bargaining unit employees in an effort to maintain licensing requirements. Open shifts shall be offered via posting to bargaining members for four (4) week days.

All bargaining unit employees will have the opportunity to sign up for overtime shifts using the open shift signup.

The Union and the Center mutually recognize the need to provide as much stability in wing assignments to ensure consistent care of the patients. The Union recognizes management's prerogative to manage and meet all the needs of the patients and Center programs, while management recognizes the desire of an employee to continue to work on a wing once all patient and program needs of the facility have been met.

Transport assignments shall be done on a rotating basis through the use of a list of all eligible employees, unless there is an emergent need. A roster shall be maintained and made available to employees.

11. CHAIN OF COMMAND:

The chain of command will be used to communicate both up and down the line.

12. HOLIDAYS:

Any eligible full-time employee required to work on a state observed holiday, will be paid at the rate of two and one-half times their regular rate of pay for the entire shift, or at the employee's option, one and one-half times their regular rate of pay for the entire shift worked, and an alternate 8-hours off work, to be taken at a time agreeable to the employee and Employer. Employees working less than 40 hours per week will have their holiday paid hours off prorated based on number of hours worked in the pay-period.

Any eligible full-time employee who is scheduled for a day off which is observed as a legal holiday; shall be entitled to receive a day off with pay either on the day preceding the holiday or on an alternate day off. The employee and Employer may mutually agree to utilize an alternate day off at any time during the fiscal year, as long as the alternate day off is agreed to on the employee's first working day following the holiday. The employee is free to approach the Management person designated to handle scheduling, with suggestions on an alternate date off, well in advance of an approaching holiday. In the event that the employee and Employer fail to agree on an alternate day off, the Employer has the option to assign a day off within twenty-eight (28) days if scheduling permits, or if not, to provide eight (8) hours of pay at the straight time rate. Any accumulation of holidays by employees in excess of seven (7) shall automatically be paid. Under no circumstances will

alternate days off thus accumulated be used by the employee beyond the understanding reached herein.

13. TRANSFERS BETWEEN POSITIONS WITHIN THE SAME CLASS:

Article 14 of the Master Agreement is modified by the following:

Non-probationary employees desiring to transfer into a vacated position of the same classification, within the same bargaining unit, who do not have any current disciplinary actions in their file, will be permitted to do so based upon seniority.

14. LAYOFFS:

Article 13, Section 4 shall be superseded in this supplemental by the following: Layoffs within a class shall be done on the basis of seniority. Employees in positions subject to elimination may assert their seniority to bump the least senior employee(s) within the same class in permanent bargaining unit positions for which they are qualified. These least senior employees may then assert their seniority to bump any temporary employees in positions for which they are qualified.

Recall. Recall from a layoff shall be in reverse order of layoff by job. For two or more employees who have the same layoff date employees will be recalled based on seniority. When recalling employees, the Employer shall send a certified return receipt letter to the last known address of the employee with a copy to the Union. The letter shall state that failure to notify the Employer within 15 working days of his or her intent to return to work shall constitute forfeiture of all recall rights. Recall rights shall be limited to a period of two years following the date of the layoff.

15. LETTERS OF DISCIPLINE:

Letters of caution, consultation, warning, admonishment, reprimand, or probation shall be considered temporary contents of the personnel file of an employee and shall be destroyed no later than 18 months after they have been placed in the file, by written request from the employee to human resources, unless such items are applicable to pending legal or quasi-legal proceedings.

16. NEW EMPLOYEE ORIENTATION:

An MFPE representative will be allowed up to 20 minutes of time during new employee orientation to distribute and explain the contract. The union representative may answer questions pertinent to membership in the Federation and may handout membership applications. The MFPE representative shall not be paid or given paid release time for any time spent in such endeavor if an employee of the state.

17. INTERMITTENT EMPLOYEES:

059 MFPE MMHNCC Care & Service Employees

2019-2021

A. Definitions

1. Aggregate Position - A position in the employer's inventory which is intended for use to provide relief to permanent positions and may be filled by several different employees over the course of a fiscal year.
2. Temporary Intermittent Employee - An employee who shares an aggregate position with others, who works an intermittent schedule based upon the anticipated and unanticipated relief requirement of the Employer, and who has worked less than 1,040 cumulative hours for the Employer.
3. Permanent Intermittent Employee - An employee who shares an aggregate position with others, who works an intermittent scheduled based upon the anticipated and unanticipated relief requirement of the Employer, and who has completed 1,040 hours of cumulative hours of work for the Employer.

B. Status of Intermittent Employees

1. All intermittent employees shall be hired as a Temporary Intermittent Employee at entry level of the grade assigned to the classification for which hired, and shall serve a probationary period which shall be not less than 1,040 cumulative hours of work.
2. Upon completion of 1,040 cumulative hours of work, the status of the Temporary Intermittent Employee shall be changed to Permanent.

C. Benefits for Intermittent Employees

Temporary Intermittent Status

1. Benefits Not Provided
 - a) Health insurance contribution
 - b) PERS enrollment or contribution
 - c) Holiday accrual when a holiday is worked
2. Benefits Provided
 - a) Annual leave accrual on a pro rata basis based upon hours worked, but only after establishing eligibility through having six (6) months of continuous employment.

- b) Sick leave accrual on a pro rata basis based upon hours worked, but only after establishing eligibility through having ninety (90) days of continuous employment. Sick leave may only be taken during a period of scheduled work, but rendered unable, because of personal illness.
- c) Premium pay for a holiday worked at one and one-half (1 ½) times the employee's regular rate of pay.

Permanent Intermittent Status

1. Benefits Not Provided

- a) Health insurance contribution
- b) Holiday accrual when a holiday is worked

2. Benefits Provided

- a) Annual leave accrual on a pro rata basis based upon hours worked, but only after establishing eligibility through having six (6) months of continuous employment.
- b) Sick leave accrual on a pro rata basis based upon hours worked, but only after establishing eligibility through having ninety (90) days of continuous employment. Sick leave may only be taken during a period of scheduled work, but rendered unable, because of personal illness.
- c) PERS enrollment shall not be available until after nine hundred and sixty (960) hours of actual work. At the point of nine hundred and sixty (960) hours worked, the employee shall be enrolled in PERS and shall be given the option to be covered retroactively back to their date of employment. If retroactivity is chosen, the employee shall be responsible for their retroactive contribution, and if made, the Employer shall then contribute the retroactive Employer portion.

D. Termination of Intermittent Employees

- 1. Temporary intermittent employees may be terminated while in temporary status and are not eligible to file for remedy under the Association grievance procedure.
- 2. Permanent intermittent employees may only be terminated for just cause.

E. Seniority

- 1. Intermittent employees shall accumulate seniority based on hours worked.

2. Positions shall be bid and awarded in accordance with the Master provisions governing posting and promotions.

18. MAINTENANCE WORKERS:

- A. Maintenance Workers (Job Code 499413) are classified under the Blue Collar Pay Plan as a B5. Should the facility determine a Lead Worker is required, that position will be paid a minimum of 5% higher than the base rate.

19. CALL IN:

- A. Employees will directly speak to their supervisor of their inability to report for their assigned shift. If the supervisor is not in the facility, they are to directly speak to the charge nurse. Employees are asked to give two hours (2) notice of not being able to work as assigned.

20. CERTIFIED NURSE AIDE'S (CNA) SHIFT DIFFERENTIAL

CNA's working the 8-hour Night Shift from 10 p.m. to 6 a.m. or the 12-hour Night Shift from 6 p.m. to 6 a.m. will receive an additional \$.75/hour as shift differential.

CNA's working the 8-hour Evening Shift from 2 p.m. to 10 p.m. will receive an additional \$.75/hour as shift differential.

21. IMMUNIZATIONS AND VACCINATIONS:

The annual influenza vaccination is recommended for all employees and will be provided by the Employer.


Staff members may decline receiving influenza vaccination but will be required to follow masking requirements if they are direct-care givers or employees that will come in contact with residents and co-workers.

If an individual chooses to decline the influenza vaccination, they will be required to follow masking requirements per CDC recommendation.


The relevant dates of influenza season typically are October through April. The local influenza outbreak will be determined by Central Montana Health District, the Medical Director, or the Infection Prevention Nurse.

MADE AND EXECUTED 4/23/2020.

**FOR: STATE OF MONTANA
OF
DEPARTMENT OF PUBLIC HEALTH
AND HUMAN SERVICES (DPHHS)**

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Sheila Hogan, Director
Department of Public Health and
Employees
Human Services

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Michael P. Manion, Chief
State Office of Labor Relations

**FOR: MONTANA FEDERATION
PUBLIC EMPLOYEES (MFPE)**

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Eric Feaver, President
Montana Federation of Public

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Omega Esquivel, Local President

PAY SCHEDULE A

JOB CODE	PAY BAND	TITLE	MINIMUM	MIDPOINT	MAXIMUM
211912	2	Social Service Aide	10.97	12.07	13.17
311133	3	Nursing Aide	14.00	16.33	18.65
352112	2	Cook	11.94	13.64	15.34
352113	3	Cook	14.04	15.45	16.86
352212	2	Food Preparation Worker	10.50	12.26	14.02
372112	2	Custodian	10.69	11.98	13.27
433613	3	Purchasing Technician	15.04	16.55	18.06
433614	4	Purchasing Technician	16.86	18.55	20.24
436312	2	Medical Secretary	14.12	15.54	16.95
439612	2	Administrative Clerk	12.46	14.01	15.56
516112	2	Laundry Worker	8.88	10.66	12.44
998905	N/A	Laborer	19.73		

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.

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.

Employees will receive a \$.50 salary increase each year of the biennium. Wage increases will become effective the first full pay period that includes January 1, 2020 and January 1, 2021. The increase shall apply to the employee's base pay.

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 two years. 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.

MEMORANDUM OF UNDERSTANDING

by and between

**State of Montana
Department of Public Health and Human Services**

And

Montana Federation of Public Employees

AFSCME

Montana Nurses Association

International Brotherhood of Teamsters

Intensive Behavior Center Craft Council

Montana State Hospital Craft Council

Effective Saturday, April 11, 2020, a \$4.00/hour temporary pay differential has been authorized for up to 40 hours per week for the following State of Montana DPHHS Facilities staff during the COVID-19 crisis:

1. State of Montana, Department of Public Health and Human Services staff who are required by the Department Director, their Branch Manager and Division Administrator to work at the following care facilities, without the option to telework, during the COVID-19 state of emergency:
 - a. **Intensive Behavior Center-Boulder**
 - b. **Montana Chemical Dependency Center-Butte**
 - c. **Montana Mental Health Nursing Care Center-Lewistown**
 - d. **Montana State Hospital-Warm Springs**
 - e. **Montana Veterans' Home-Columbia Falls**
2. DPHHS employees working in the above facilities are eligible for the \$4.00/hour pay differential if they are required by their agency administration to work within the above-identified facilities as their primary work location.
3. Employees who telework or have the ability to telework but choose not to are not eligible for the differential.
4. The temporary COVID-19 pay differential is only for time worked at the above-identified facilities. Differential pay will not be provided for leave time taken (including approved paid COVID-19 leave) or time worked outside the above-identified facilities.
5. The temporary COVID-19 pay differential will be considered part of the employee's base pay for the purposes of calculating overtime for non-exempt employees who have elected to receive overtime rather than compensatory time.

FOR EXAMPLE: An FLSA non-exempt employee being paid a base rate of \$10/hour and a differential of \$4/hour works 50 hours in a week. The employee will receive 40

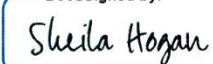
hours of pay at \$14/hour and 10 hours at an overtime rate of \$14/hour X 1 ½ times at \$21/hour. Total pay for the week will be (40 hours X \$14/hour) + (10 overtime hours X \$21/hour). Total pay for the week is \$560 + \$210 = \$770.

6. Employees who misuse leave during the COVID-19 state of emergency lose any eligibility for differential pay.
7. Payroll will process the differential based on actual hours worked at the above-identified facilities. For staff who work in multiple locations inside and outside of the above-identified facilities, supervisors must differentiate for payroll the time that the employee is mandated to work within the above-identified facilities by indicating such time in the description field of the time sheet.
8. Differential pay is a privilege, not a right or entitlement. Management intends to continue this differential pay as long as the COVID-19 related emergency staffing status is in place. However, management reserves the right to discontinue with differential pay for any reason at any time upon 24 hours' notice.

Dated this 4/10/2020.

For: THE STATE OF MONTANA

**Department of Public Health and
Human Services**

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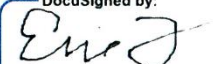
Sheila Hogan, Director, DPHHS

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Mike Manion, Chief,
Office of Labor Relations

FOR: UNION

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