

## Extended thru June 30, 2023 with MOU

### SUPPLEMENTAL TO MFPE MASTER AGREEMENT THE OFFICE OF PUBLIC ASSISTANCE EMPLOYEES EMPLOYED BY THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES REPRESENTED BY MFPE

#### A. USE OF PRIVATE AUTO

The following provisions shall apply to bargaining unit members:

1. For employees who were employed as of June 30, 1981, the following shall apply:
  - a. If an employee is currently using their own car for business use, but desires to discontinue such use in the future, Management shall make a good faith effort to reassign the duties of subject employee so that such use is not necessary.
  - b. If an employee is currently using their own car for business use but becomes unable to do so in the future, Management shall make a good faith effort to reassign the duties of subject employee so that such use is not necessary.
  - c. If an employee is not currently using their own car for business use, and becomes unable to do so in the future, Management shall not reassign subject employee's duties to make such use necessary.
2. For employees who are hired after June 30, 1981, the following shall apply:
  - a. If an individual is to be hired into a position that requires use of their own car for business use, subject employee shall be told of such requirement.
  - b. Management will make a good faith effort to treat new employees in accordance with A and B in Section 1.
  - c. If an individual is to be hired into a position that does not require use of their own car for business, and Management does not inform the subject employee of the potential need for such use, but later requires such use, the provisions of Section 1 above shall apply.
3. It is understood that the execution of any of the above shall be subject to the grievance procedure.

#### B. EXTENDED LEAVE

An extended leave of absence without pay may be granted by the Employer for

such purposes as the pursuance of additional education, extended travel, etc. When such extended leave is requested for the purpose of recouping from mental or emotional stress the Employer will make every reasonable attempt to accommodate such request. Approved leaves granted under the provision shall not be considered as a break in service for purposes of computing seniority or longevity.

C. MANAGEMENT SUPPORT OF EMPLOYEES

When a manager is aware of an employee being accused by a client of improper behavior or a violation of rule or policy, the subject employee shall be notified by Management if an investigation is warranted, within 30-days. If the employee claims innocence, the employee shall be deemed innocent unless evidence is presented which is in opposition to the employee's account. In such an event, the employee shall be entitled to process the matter through the grievance procedure.

In the event a member of the bargaining unit is assaulted or abused by a client, the employee shall serve as the complainant in the filing of charges against the client. The Employer shall encourage the employee in the filing of said charges. Furthermore, the Employer shall assist the employee in monitoring the complaint to further ensure that justice prevails.

D. GRIEVANCE PROCEDURE

As per Addendum B of the Master Agreement, grievances filed at Step 1 of the grievance procedure shall be filed with the employee's immediate supervisor and grievances filed at Step 2 of the grievance procedure shall be filed with the Public Assistance Bureau Chief.

E. REST BREAKS

Employees shall receive a 15-minute duty free rest break for each four hours worked. Rest breaks shall not be cumulative nor used to start work late, extend lunch, or leave early.

F. MOVING AND RELOCATION

Permanent employee members of the bargaining unit who are requested by the agency to move to another geographic location to fill a management need shall be provided with moving and relocation allowances per DPHHS policy. The transfer of the employee must be management initiated.

G. VACANCIES AND PROMOTIONS

Section 1. All newly vacated or created Client Service Coordinator positions will be filled via consideration of transfer requests. These transfers will be governed under the following procedures:

- A) A list of work locations will be developed.
- B) Client Service Coordinators (CSC) may place their names on the CSC Transfer Request form.
- C) Transfers will be considered in order of the employees' start date in the CSC position and date the request was received.
- D) Management reserves the right to conduct an informal interview with the employee. The purpose of the interview is to share expectations and job differences with the new assignment.
- E) If there are no names on the transfer list, then management can post and recruit, as per 042 Supplemental Agreement Section G. Vacancies and Promotions.
- F) The transfer rights and provisions established in this section shall not apply to employees who are under corrective action.

Eligibility:

- Client Service Coordinators whom have been employed a minimum of six (6) months and completed the probationary period are eligible to transfer to another work location.
- CSC must have a passing accuracy rate at time of transfer including passing background check and references.
- CSC must not have any current discipline on record.

Management may determine whether internal or external recruitment will be used. When external recruitment occurs, bargaining unit employees will be offered an interview for a vacant bargaining unit position for which they meet minimum qualifications regardless of their ranking on the applicant-rating list.

When a bargaining unit employee who has applied for a vacant position is not selected, they shall, upon request, be entitled to be advised in writing of the reason they did not receive the assignment. If not satisfied with the reason stated for not receiving the assignment, the employee may invoke the grievance procedure.

If within six (6) months after filling one bargaining unit position, the same or similar position becomes vacant within the same geographical location, the employer may select an applicant from the list considered in the previous applicant pool without reposting the position.

H. WORK DAY/WORK WEEK

Employees attending workshops or training shall have their comp time and overtime considered on a 40-hour workweek basis, rather than an 8-hour work

day, for that week in which the training or workshop is scheduled.

In each case the provisions of Article 8, Sections (4) and (5) of the Master Agreement shall apply. The Employer and the employee shall arrange for the taking of such compensatory time by mutual agreement, and the Employer will insure that the subject employee(s) shall be allowed to take such compensatory time within the 40-hour workweek.

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.

I. JOB PROTECTION

A supervisor or administrator may assist in performing or perform tasks normally considered to be duties of bargaining unit members, however, this shall not be done on a regular basis.

J. ASSOCIATION/MANAGEMENT COMMITTEES

Local Association/Management Committees (LMC) may be established to attempt to resolve day-to-day problems as the need arises at a time mutually agreed upon.

Regional Committees may be established to attempt to resolve problems of significant impact affecting general interest (across county lines) as the need arises at a time and place mutually agreed upon or using electronic means.

A Statewide Labor Management Committee meeting will be held at least annually, and management agrees to authorize payment of per diem for five people each calendar year for attendance at such meetings, if needed. The parties agree that Labor Management Committee members are encouraged to car pool, using a state car, if available, for travel to and from Statewide LMC meetings. MFPE will arrange for MFPE participant travel when a state car is not available. MFPE will be responsible for MFPE participant lodging, when attending an LMC meeting.

K. JOB SHARING

Positions which are currently filled by bargaining unit members shall not be made into a job-sharing position except by mutual agreement or until the position becomes vacant.

L. LAYOFF

Section 1. Seniority and qualifications shall be the controlling factors in the selection of employees for layoff, transfer, or non-disciplinary demotion within each occupational job title. There are no bumping rights.

Section 2. Employees with permanent status who are scheduled for a layoff and are qualified to fill a vacancy at the same or lower pay band and who have a satisfactory job record as determined by the two (2) most recent performance evaluations will be offered the vacant position. A refusal of an offered position shall constitute a waiver of the benefit granted. Once an employee is laid off, the provisions of Article 13, Section 5 of the Master Agreement shall prevail. Management retains the right to determine when/if a vacant position will be filled and is not required to fill any vacant position in order to offer it to an employee who is scheduled for layoff.

Section 3. As per Article 13 of the Master Agreement, geographical locations shall mean each Field Office. In a county combination, where services would be curtailed in a smaller county because of layoff by seniority within a class series, the least senior employee remaining in the unit in the affected class will be reassigned to the smaller county. Each Field Office is distinct, and layoffs will be implemented within the Field Office only.

M. TRAINING

The Employer shall provide on a timely basis information on new rules, policies or laws and if necessary, will provide appropriate training on matters which directly affect the employees. If a request for training is made by a bargaining unit member and is denied, the employer shall notify the employee for the reason of the denial.

N. RIGHTS OF THE FEDERATION

The Union President, or designee, will be given up to 50 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) board 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.

For the purposes of negotiations, up to six (6) bargaining team members shall be allowed paid release of up to five (5) eight (8) hour days of paid time each to negotiate a successor agreement.

O. ALTERNATE WORK SCHEDULES

Alternate work schedules (flex time and staggered shifts) may be arranged by mutual agreement between the employee and the Employer.

P. JOB SECURITY

Section 1: A probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not, in the judgment of the employee's supervisor, meet the required standard of performance.

The probationary period shall last for nine (9) months. 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 without recourse to the grievance procedure.

Extension of Probationary Period. The Association agrees that a probationary period may be extended for 90 days. Management will notify the employee and the union with the justification for extending the probationary period. A probationary period may be extended for the following circumstances:

1. additional training is required of the employee;
2. emergency situation has required the employee to be absent from the position;
3. changes in supervisory status has prevented ample opportunity for assessment.

Q. DPHHS Personnel office will work with providers to ensure all employee requests for retirement and other benefit information are accommodated. Employees wishing to utilize health screenings may be granted use of sick leave up to 8 hours to attend the screening in the closest proximity, if not available in their office location.

R. Annual leave which is requested for a minimum of one week or greater at least 20 calendar days in advance shall be approved or denied within 7calendar days. If the employee has not received a response within the 7 calendar days, they may contact the Field Manager who will resolve the issue within 3 calendar days. Reasons for denial of annual leave shall be provided to the employee in writing.

Emergency and other leaves requested with less notice will be handled on a case-by-case basis.

S. TERM OF AGREEMENT

This agreement and the attached Addendum A shall be effective as of July 1, 2019 and shall remain in full force and effect through the 30th day of June 2021.

ENTERED AND EXECUTED THIS 1/22/2020 day of 1/22/2020 2020.

FOR: THE STATE OF MONTANA

FOR: MONTANA PUBLIC EMPLOYEES ASSOCIATION, INC.

DocuSigned by:  
*Sheila Hogan*  
FF2C550265CB4CA...  
Sheila Hogan Director  
Department of Public Health and Human Services

DocuSigned by:  
*Eric Feaver*  
BEB1102FFB0A4DE...  
Eric Feaver, President  
Montana Federation of Public Employees (MFPE)

DocuSigned by:  
*Mike Manion*  
8E2DE9861B4E4EF...  
Michael P. Manion, Chief Negotiator  
State Office Labor Relations

DocuSigned by:  
*Sam Harrington*  
03D6C9B1E69D4EF...  
Sam Harrington, Local President #7793  
MFPE

**Pay Schedule A**

<b>Pay Band</b>	<b>Title</b>	<b>Hourly Entry</b>	<b>Hourly Midpoint</b>	<b>Hourly Maximum</b>	<b>Annual Entry</b>	<b>Annual Midpoint</b>	<b>Annual Maximum</b>
<b>6</b>	<b>Training Development Specialist</b>	<b>21.58</b>	<b>24.27</b>	<b>26.97</b>	<b>44,886.40</b>	<b>50,481.60</b>	<b>56,097.60</b>
<b>5</b>	<b>Social Service Specialist</b>	<b>20.23</b>	<b>22.76</b>	<b>25.29</b>	<b>42,078.40</b>	<b>47,340.80</b>	<b>52,603.20</b>
<b>3</b>	<b>Eligibility Assistant</b>	<b>15.11</b>	<b>17.00</b>	<b>18.89</b>	<b>31,428.80</b>	<b>35,360</b>	<b>39,291.20</b>
<b>3</b>	<b>Administrative Assistant</b>	<b>15.31</b>	<b>17.22</b>	<b>19.13</b>	<b>31,844.80</b>	<b>35,817.60</b>	<b>39,790.40</b>

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. 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. Across the Board Pay Adjustments. Employees will receive a 50 cent 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.

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; with notification to the union.

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; with notification to the union.

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; with notification to the union

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; with notification to the union

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; with notification to the union

**Memorandum of Understanding**  
**Between**  
**State of Montana**  
**DPHHS**  
**And**  
**The Office of Public Assistance Employees**  
**Montana Federation of Public Employees**

This Memorandum of Understanding is between the State of Montana, DPHHS, (the “State”) and the Office of Public Assistance 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:

DocuSigned by:  
  
21D48E816DF2446...  
Erica Johnston, Interim Director

DocuSigned by:  
  
8E2DE0861B4E4EF...  
Mike Manion, Chief of Labor Relations

FOR THE FEDERATION:

DocuSigned by:  
  
03DCC3B1E63D4EF...  
Sam Harrington, President

DocuSigned by:  
  
2BBE08CC3314BD...  
Amanda Curtis, MFPE President