

Extended thru June 30, 2023 with MOU

SUPPLEMENT TO MASTER CONTRACT PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION

WORKDAY AND REST BREAKS

The regular workday will be from 8:00 a.m. to 5:00 p.m. One 15-minute rest break will be granted during the first four hours of the eight-hour workday and one 15-minute rest break during the second four hours. Notification prior to leaving the building during a rest break will be required. For any non-approved leave for personal reasons extending over 15 minutes, the employee will be required to take the appropriate leave time. Rest breaks may not be used to extend lunch periods, except with prior approval.

ARTICLE 8. SECTION 1. (Master Agreement)

“Non-exempt” employee means an employee subject to the overtime provisions of the Federal Fair Labor Standards Act and its regulations. “Non-exempt” employees shall be paid at a rate of one and one-half times their regular rate of pay for all authorized time they work over 40 hours per week.

ARTICLE 8, SECTION 7. (Master Agreement)

Management personnel may occasionally assist in performing or perform tasks otherwise considered to be duties of bargaining unit members.

FEDERATION/MANAGEMENT COMMITTEE

In order to facilitate communication and resolve issues of mutual interest, a Federation/Management Committee will be formed which will consist of no more than three employees who are members of the bargaining unit and three employer representative(s). These six individuals will make up the core committee.

The Committee shall not take the place of bargaining or the grievance procedure but will consider day-to-day kinds of matters which are not discussed in the staff meetings, unless it is mutually agreed that the subject be considered by the Committee. In no case will this committee modify or abrogate the terms and conditions of this contract or the Master Agreement.

The Executive Director of the Montana Public Employee Retirement Administration (MPERA), the Director’s designee or the bargaining unit executive committee may request such a meeting. The meeting will be held on the Employer’s time whenever possible, at a time and date mutually agreeable. Typically, meetings will be held the Wednesday prior to scheduled MPERA board meetings. Meetings will be held monthly in the beginning and then at least

quarterly or more often as necessary and as determined by the committee members.

FLEXIBLE HOURS

Employees may request changes to their regular schedules in the following categories:

Flex-time – situational requests to adjust an employee’s schedule during a week period. Normally such requests will address short-term scheduling changes to offset time for personal needs.

Alternate work schedule – a long-term change to an employee’s schedule with the following conditions documented: schedule, duration, and conditions for repeal of the schedule.

Management shall consider organizational needs and similar requests for schedule changes when making a decision to approve or deny. Management may designate positions that are not eligible for alternate work scheduling.

CLASSIFICATIONS

1. An employee or his/her representative affected by the operation of the Classification Act is entitled to file a complaint with the Board of Personnel Appeals provided for by law and to be heard under the provisions of a grievance procedure to be prescribed by the Board.
2. Direct or indirect interference, restraint, or retaliation by an employee’s supervisor or the agency for which the employee works or by any other agency of state government against an employee because the employee has filed, or attempted to file, a complaint with the Board shall also be basis for a complaint and shall entitle the employee to file a complaint with the Board and to be heard under the provisions of the grievance procedure prescribed by the Board.
3. An action attempting to revise the class specifications of or series of class specifications involving an employee exercising the right to appeal their classification, which would adversely affect the employee prior to final resolution or entry of a final order with respect thereto is presumed to be an interference, restraint, coercion, or retaliation prohibited by subsection 2 of this section unless such review was commenced or scheduled prior to filing of the appeal and was not prompted by the grievance appealed from. The presumption is rebuttable.

ARTICLE 10. SECTION 8. (Master Agreement)

An employee awaiting approval on an industrial accident claim must be considered on leave without pay, sick leave or vacation pay status and must provide all required medical information from the attending physician or must provide a valid leave request, specifying the anticipated length of the absence.

ARTICLE 12, SECTION 1. (Master Agreement)

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 Twelve 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. The matter of the creation of additional probationary periods may be discussed in the appropriate supplemental(s).

JOB VACANCIES:

Whenever a vacancy or newly created position occurs within the bargaining unit, the Employer will prepare a job notice and post the position externally with email notice given to Federation members. Members who apply for the position will be hired over external candidates where qualifications for the position are substantially equal.

BROADBAND PAY PLAN PROVISIONS

Section 1. Statement of broadband pay plan objectives. It is the objective of the Montana Public Employee Retirement Administration to pay employees for their competencies and accomplishments and to consider market factors in establishing pay. The following pay plan provisions represent an initial step toward that goal by progressing employees to target pay for their occupation provided they are not under corrective action.

Section 2. Pay ranges. The following pay ranges are for bargaining unit positions represented by the Federation:

Band	Job Title	Working Title	Job Code	Minimum	Target
02	Administrative Clerk	Administrative Support	434712	\$26,846	\$33,558
02	Document Imaging Operator	Imaging Clerk	439732	\$25,202	\$30,255
03	Data Processor Technician	IS Systems Processor	439233	\$28,340	\$34,022
04	Benefits Technician	Benefit Analyst/DB Assistant	434834	\$44,428	\$53,336
04	Customer Service Assistant	Employer/Employee Call Center Assistant	434514	\$34,785	\$41,759
05	Accountant	Accounting Analyst	132115	\$35,059	\$43,823
05	Administrative Specialist	Program Specialist	131915	\$37,754	\$47,192
06	Accountant	Financial Accountant	132115	\$45,202	\$56,503
06	Benefits Specialist	Disability Examiner	131736	\$43,805	\$54,756
06	Computer Systems Analyst	Business Analyst	151516	\$56,141	\$70,177
06	Financial Specialist	Pension Financial Specialist	132916	\$48,000	\$60,000
06	Management Analyst	Publications Specialist	131816	\$46,400	\$58,000
06	Network Administrator	LAN Administrator	151716	\$53,567	\$66,959
06	Training Development Spc	Educ. & Training Specialist	131756	\$44,883	\$56,100
07	Software Developer Application	Software Application Developer	151337	\$60,600	\$77,600

Section 3. Pay Increases. Employee pay increases within their occupational pay range shall be discretionary and based upon their performance. The pay increase will be effective the first day of the first full pay period immediately following a conclusive pay increase determination made by bargaining unit member's supervisor that is approved by the executive director.

Section 4. Training assignments. The Executive Director or designee may establish written training assignments to enable an employee to gain the additional experience and training required for the job. In these cases, the Executive Director or designee may set the employee's base pay rate below the minimum for the occupation as indicated in Section 2 pay ranges, 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 minimum pay rate for the occupational pay band.

Section 5. Lead workers. Base pay for lead workers, as identified by the Executive Director, will be four percent above target for their occupation. Lead worker responsibilities shall follow the definition of lead worker outlined in the state [Broadband Classification Manual](#) dated January 14, 2015.

Section 6. Promotions. Federation members who are promoted to a new position may receive a pay increase when advancing to a higher-level job. A promoted employee's pay shall fall between the minimum and target for the occupation as indicated in Section 2 pay ranges, considering the employee's job-related qualifications and competencies and comparison to employees in similar jobs who have similar qualifications and competencies that is approved by the Executive Director.

Section 7. Demotions. The Executive Director or designee shall typically set the base pay rate of an employee demoted to a position in a lower pay band to a level that maintains the employee's target pay prior to the demotion. At the director's discretion, the demoted employee's base pay rate may remain the same as it was in the higher pay band. If the maximum base salary of the newly assigned band is lower than the employee's current base salary, the Executive Director may allow the employee's base pay rate to be pay protected up to a period of 180 calendar days. At the end of the 180-day period, the employee's base pay rate will be reduced to the maximum pay rate for the new pay band.

Section 8. Reclassifications. Reclassification of a position does not constitute a new position; therefore, the employee maintains their current market ratio based on years of service.

Section 9. 2017-2019 Statutory Compensation

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.

Further, in accordance with Section 2-18-303(4)(a)(i), these adjustments will not be provided to employees until the State receives written notice that the employee's collective bargaining unit has ratified the agreement. If that notice is received after the effective date of the pay adjustment, the adjustment will be paid retroactively.

Employer Contributions for Group Health Plan

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.

This Agreement is signed and dated this 11/13/2019.

FOR: STATE OF MONTANA

FOR: MONTANA FEDERATION OF PUBLIC EMPLOYEES

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Chief Labor Negotiator
State Office Labor Relations

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President
Montana Federation of Public Employees

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Executive Director
Public Employee Retirement Administration

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Montana Federation of Public Employees

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Montana Federation of Public Employees

MEMORANDUM OF UNDERSTANDING

TO CONTRACT EFFECTIVE

July 1, 2019 THROUGH June 30, 2021

by and between

**State of Montana
Montana Public Employees Retirement Administration**

And

Montana Federation of Public Employees

This Memorandum of Understanding (MOU) is entered into this _____ by and between the State of Montana, Montana Public Employees Retirement Administration (“Employer”), and Montana Federation of Public Employees (“Union”).

The parties agree that the performance appraisal system as referenced in Section 4 of the Broad Band Pay Plan shall be discussed and further developed, if needed, in the Labor Management Committee. Any agreement that is developed shall result in an MOU for the remaining contract term. The parties further agree that the Committee shall meet no later than thirty (30) days after ratification of this agreement and shall complete discussions no later than three (3) months from the first meeting unless the parties agree to an extended time period.

This MOU amends Labor Agreement No. 064, as described herein. In all other respects, Labor Agreement 064 remains unchanged.

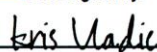
Dated this 11/1/2019.

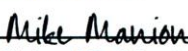
For: THE STATE OF MONTANA

For:

DocuSigned by:

Dore Schwinden, Director
MPERA

DocuSigned by:

Kris Vadic, Local Union President
Montana Federation of Public Employees

DocuSigned by:

Michael P. Manion, Chief
State Office of Labor Relations

DocuSigned by:

Eric Pever, President
Montana Federation of Public Employees

Memorandum of Understanding
Between
State of Montana
Department of Administration
Public Employee Retirement Administration
And
M.P.E.R.A. Employees
Montana Federation of Public Employees

This Memorandum of Understanding is between the State of Montana, Department of Administration Public Employee Retirement Administration, (the “State”) and the M.P.E.R.A. Employees, 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 12/28/2020.

FOR THE STATE:

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Dore Schwinden, Executive Director


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Mike Manion, Chief of Labor Relations

FOR THE FEDERATION:

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Kris Vladic, President

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Amanda Curtis, MFPE President