

**SUPPLEMENT TO THE MFPE MASTER AGREEMENT
For Certain Employees of The
Health Resources Division
Public Health and Safety Division
Office of Inspector General
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 Office of Inspector General 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 10/6/2023.

FOR: THE STATE OF MONTANA

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Charles Brereton, Director
Department of Public Health and
Human Services

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Karol Anne Davis, Chief Labor Negotiator
Department of Administration

**FOR: MONTANA FEDERATION OF
PUBLIC EMPLOYEES**

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Amanda Curtis, President
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(MFPE)

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Matt Ringel, Local President 7791, MFPE

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

Effective on the first day of the first complete pay period that includes July 1, 2023, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2024, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater.

Section 2. Health Insurance

Member-paid employee health benefit coverage costs for single member will not increase through plan year 2025. The cost of single-member health benefit coverage will be covered by the state share contribution, after the health incentive is applied. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out-of-pocket levels for employee-only coverage will not increase through plan year 2025.

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

JOB CODE	WORKING TITLE	MINIMUM HOURLY	MIDPOINT HOURLY	MAXIMUM HOURLY
Q61022	Administrative Assistant 2	17.49	21.75	26.00
Q61023	Administrative Assistant 3	17.94	25.50	33.05
B1JO51	Administrative Specialist 1	24.09	29.37	34.65
B21022	Auditor 2	30.08	36.23	42.37
B23011	Budget Analyst 1	26.05	31.57	37.09
B23012	Budget Analyst 2	30.35	36.90	43.44
S41011	Building Const Consultant	30.98	35.51	40.04
B1J102	Business Analyst 2	28.05	36.18	44.31
Q4J041	Certification Specialist	24.01	27.01	30.01
Q61022	Child Care Licensing Tech	17.49	21.75	26.00
B13012	Claims Examiner 2	22.45	29.29	36.13
B14012	Compliance Specialist 2	24.55	34.33	44.12
C1JJ01	Computer Application Engineer	21.54	27.05	32.56
C1E021	Data Control Specialist	25.26	31.89	38.51
Q92013	Data Processor 3	19.57	22.64	25.70
C1JJ01	Data Specialist	25.26	28.91	32.56
J13011	Dietitian Nutritionist	29.31	33.71	38.11
F12093	Eligibility Interviewer 3	24.30	27.91	31.51
B1J022	Emergency Specialist 2	29.34	35.69	42.04
E14012	Epidemiologist 2	32.24	41.02	49.80
J99021	Facility Inspector 1	26.55	34.34	42.14
J99021	Facility Inspector 1 Pro	29.15	35.64	42.14
J99022	Facility Inspector 2	32.31	42.49	52.67
C1J033	GIS Programmer Analyst	32.50	45.93	59.35
B1J041	Grants Contracts Coordinator 1	23.03	27.72	32.41
B1J042	Grants Contracts Coordinator 2	27.55	34.50	41.44
F19041	Health Educator 1	24.24	30.08	35.93
G11111	Hearings Officer 1	32.98	41.17	49.35
G11111	Hearings Officer 2	37.78	43.57	49.35

J99022	Infection Prevention Spec	32.31	42.49	52.67
C23012	Informatics Specialist	28.48	34.42	40.36
H93011	Instructional Coordinator 1	28.26	33.66	39.06
C1C011	IT Systems Analyst 1	30.40	38.00	45.60
C1F012	IT Systems Support 2	28.13	33.67	39.20
Q43031	License Permit Technician 1	15.55	18.55	21.55
B1J091	Program Officer 1	22.78	26.76	30.75
B1J092	Program Officer 2	26.94	33.07	39.20
B1J011	Program Specialist 1	24.52	30.48	36.43
B1J012	Program Specialist 2	29.09	38.10	47.11
C23011	Research Analyst 1	26.33	31.24	36.16
C23012	Research Analyst 2	28.19	34.27	40.36
C23013	Research Analyst 3	32.05	40.98	49.90
J99011	Sanitarian 1	29.09	35.13	41.17

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