# SUPPLEMENTAL AGREEMENT
# MONTANA MENTAL HEALTH NURSING CARE CENTER

1. UNION/MANAGEMENT MEETINGS:

   Either side may call a meeting should a situation arise that calls for attention. The dates and times of these meetings shall be by mutual agreement.

   The Union and the Center agree to participate in the Labor Management Training Initiative.

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.

3. SCHEDULING OF ANNUAL LEAVE REQUESTS:

   a. Annual vacation leave requests shall be submitted in writing during the month of March for the succeeding year.

   b. Leave requests which are timely submitted will be granted on the basis of seniority, subject to the requirements of service. An employee may submit one choice for a vacation period. All leave requests must be submitted on the approved leave request form and only one (1) choice 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 received April 1, or thereafter will be scheduled by Management as service requirements permit, with scheduling priority based upon the date of the employee's request.

   d. The employer shall by May 1st, post schedules of approved annual vacation leave, which are requested in the previous March, on appropriate bulletin boards designated for such use.

e. Leave requests submitted after April 1st, must be submitted at least 20 days in advance of the date requested or they will be subject to denial. When timely submitted, management shall respond to the request at least 10 days prior to the requested date for the leave.

f. 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.

g. Employees who cancel their leave request shall then be subject to scheduling future dates under the provisions of "3" supra.

h. 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:

As per Addendum B of the Master Agreement, grievances filed at Step 2 of the grievance procedure shall be filed with the Center Superintendent.

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 $35 and only if required in the performance of job duties.

e. Clothing damaged by resident contact may be repaired or reimbursed under the provisions in this Section up to a maximum of twenty (20) 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 his/her 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 37½ 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. 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.

All bargaining unit employees who are willing and ready to work extra regular and/or overtime shifts shall be placed upon an extra duty roster.

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.

10. CHAIN OF COMMAND:

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

11. HOLIDAYS:

Any eligible full time employee who is scheduled for a day off which is observed as a legal holiday, except Sunday, 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 three (3) shall automatically be paid. Under no circumstances will alternate days off thus accumulated be used by the employee beyond the understanding reached herein.

12. HEALTH:

Employees shall be required annually, pursuant to Montana Mental Health Nursing Care Center Policy No. 604, to provide proof of being free from active tuberculosis infection. Management shall offer a Tuberculin skin test free of charge once each year to all current employees. Employees who have a positive reaction or history of such, shall not be required to take the skin test, but must obtain a physician's release that they are free from infection. If the physician orders an x-ray, Management will pay for the cost of one (1) posterior/anterior view if it is not reimbursed by insurance. Employees who refuse to take the skin test, which refusal is not due to a prior positive reaction, shall be required to provide medical proof in the form of a physician's release that they are free from tuberculin infection, which proof shall be at no cost to Management.

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 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.

15. LETTERS OF DISCIPLINE:

The letters of discipline referenced in Article 15, Section 7 of the Master Agreement may be retained by the Employer in files other than the employee's personnel file only for the purpose of evidence in subsequent legal proceedings that the Employer may be party to, when such are filed within the applicable statute of limitations.

16. NEW EMPLOYEE ORIENTATION:

An MPEA 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 Association and may handout membership applications. The MPEA 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:

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 (1½) 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 his/her date of employment. If retroactivity is chosen, the employee shall be responsible for his/her 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 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.

MADE AND EXECUTED this 13th day of November, 2013

FOR: STATE OF MONTANA

Richard H. Opper, Director
Department of Public Health and
Human Services

State Office of Labor Relations

Ron Balas, Superintendent
Montana Mental Health Nursing Care Center

FOR: MONTANA PUBLIC EMPLOYEES ASSOCIATION

Quinton E. Nyman, Executive Director

Robyn Trott, Field Representative

# PAY SCHEDULE A

| Pay Band | Job Code | Title | Hourly/ Annual Entry | Hourly/ Annual Midpoint | Hourly/ Annual Maximum |
|---|---|---|---|---|---|
| 2 | 211912 | Social Service Aide | 9.28/ 19,302.40 | 11.60/ 24,128.00 | 13.92/ 28,953.60 |
| 3 | 311133 | Nurse's Aide | 13.25 27,560.00 | 16.56 34,444.80 | 19.87 41,329.60 |
| 2 | 352112 | Cook | 9.66/ 20,092.80 | 12.07/ 25,105.60 | 14.48/ 30,118.40 |
| 3 | 352113 | Cook | 11.58/ 24,086.40 | 14.48/ 30,118.40 | 17.38/ 36,150.40 |
| 2 | 352212 | Food Preparation Worker | 8.70/ 18,096.00 | 10.88/ 22,630.40 | 13.06/ 27,164.80 |
| 2 | 372112 | Custodian | 8.50/ 17,680.00 | 10.63/ 22,110.40 | 12.76/ 26,540.80 |
| 2 | 435832 | Supply Clerk | 11.42 23,753.60 | 14.27 29,681.60 | 17.12 35,609.60 |
| 4 | 433614 | Purchasing Technician | 14.54/ 30,243.20 | 18.18/ 37,814.40 | 21.82/ 45,385.60 |
| 2 | 436312 | Medical Secretary | 11.15/ 23,192.00 | 13.94/ 28,995.20 | 16.73/ 34,798.40 |
| 2 | 439612 | Administrative Clerk | 9.46/ 19,676.80 | 11.83/ 24,606.40 | 14.20/ 29,536.00 |
| 3 | 499413 | Maintenance Worker | 11.45/ 23,816.00 | 14.31/ 29,764.80 | 17.17/ 35,713.60 |
| 4 | 499414 | Maintenance Worker | 13.74/ 28,579.20 | 17.17/ 35,713.60 | 20.60/ 42,848.00 |
| 2 | 516112 | Laundry Worker | 8.70/ 18,096.00 | 10.88/ 22,630.40 | 13.06/ 27,164.80 |

# 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.. All employees covered by this collective bargaining agreement under the Broadband Pay Plan shall receive a 3% across-the-board increase on the base pay rate effective in the pay period that includes July 1, 2013 and a 5% across-the-board increase on the base pay rate effective in the pay period that includes November 15, 2014.

**Section 2.** Health Insurance
The Employer's share of the health insurance contribution for each employee shall increase by 10% ($73/month) effective January 1, 2014 and an additional 10% increase ($81/month) effective January 1, 2015. The employee's contribution for employee coverage shall not be subject to an increase until January 1, 2015.

**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 Agreement #1

This memorandum addresses the parties' agreement for alternative scheduling as follows:

1. Nursing aides shall, by mutual agreement, be able to work an alternative 40 hour workweek with shifts of up to 12 hours per day. Overtime shall be paid at one and ½ the regular hourly rate for all hours over 40 and for all hours over the regularly scheduled shift.

2. Positions will be transitioned to the alternative work schedule as they become vacant.

3. Notice of changes in the work schedule shall be in accordance with Article 7, Section 8 of the Master Agreement; however it is understood regular work schedules will not be altered simply to accommodate alternative scheduling.

4. Nursing aides working the shift of 6 p.m. to 6 a.m. shall receive a nighttime pay incentive of $.75 per hour. Nursing aides who choose to remain on the regular work schedule and work the 10 p.m. to 6 a.m. shift will also receive the $.75 per hour for that shift.

Executed this 13th day of November 2013

FOR: STATE OF MONTANA

Richard H. Opper, Director
Department of Public Health and Human Services

State Office of Labor Relations

Ron Balas, Superintendent
Montana Mental Health Nursing Care Center

FOR: MONTANA PUBLIC EMPLOYEES ASSOCIATION

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