AGREEMENT

between

STATE OF MONTANA

and

MONTANA PUBLIC EMPLOYEES ASSOCIATION

FOR EMPLOYEES EMPLOYED BY THE

CHILD AND FAMILY SERVICES DIVISION

DEPARTMENT OF PUBLIC HEALTH

AND HUMAN SERVICES

AND REPRESENTED BY MPEA

2015 – 2017

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PREAMBLE

THIS AGREEMENT is made and entered into the first day of July 2015, between the State of Montana, Department of Public Health and Human Services, hereinafter referred to as the "Employer" and the Montana Public Employees Association, hereinafter referred to as the "Association." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and the employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the State of Montana, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. It is understood that the Employer is engaged in health, safety, comfort and general well being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1
RECOGNITION

Section 1. The employer recognizes the Montana Public Employees Association as the exclusive collective bargaining representative for all Child Protection Specialists and support staff, in the county offices of the western, southwest, north central, south central and eastern regions, of the state of Montana, and all Centralized Intake Specialists in the centralized intake unit for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment. Employees covered by other collective bargaining agreements are not covered under this Agreement.

ARTICLE 2
ASSOCIATION RIGHTS

Section 1. In the event the Association designates a member employee to act in the capacity as official spokesperson for the Association on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2. A written list of the accredited officers and representatives of the bargaining unit shall be furnished to the agency director immediately after their election and the agency director shall be notified of any change of said representatives within seven (7) calendar days.

Section 3. The internal business of the Association shall be conducted by the employees during their non-duty hours; provided, however, that selected and designated Association officers or appointees shall be allowed a reasonable amount of paid time to investigate and process grievances, including arbitration matters, but the Employer will not compensate the aforementioned individuals for time spent in such activities outside their normal work schedule.

Section 4. The Association's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations matters, provided that such visitations shall be coordinated in advance with management, and shall not unduly disrupt work in progress.

Section 5. The Association may utilize a reasonable amount of space on bulletin boards as determined by local management on bulletin boards currently used for employee notices. No derogatory information concerning the Employer shall be posted by the Association.

Section 6. Accredited Association representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file, with the exception of medical information unless the issue involves such matters, and only where justification is advanced for such access by the Association.

Section 7. The Association may be allowed to use the Employer's facilities for Association meetings contingent upon availability and management approval. The Association shall be liable for any damages as a result of such use.

ARTICLE 3
ASSOCIATION SECURITY

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Association but must, as a term and condition of employment, pay a representation fee to the Association.

Section 2. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Association by such employee for dues or a representation fee. The Employer will remit to the Association such sums within thirty (30) calendar days. Changes in the Association membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be done at least thirty (30) calendar days in advance of such change.

Section 3. All employees covered by the terms of this Agreement shall within thirty (30) days of the signing of this Agreement, or within thirty (30) days of employment, whichever is later, pay dues or the representation fee to the Association. Employees who fail to comply with this requirement shall be discharged by the Employer and Association. The Association may make written notice of default and demand for discharge after the thirty (30) day period specified above. The Employer shall initiate appropriate discharge actions under this Section to insure discharge of the affected employee(s) on the thirtieth (30th) day from receipt by the Employer of the Association's written notice of default and demand for discharge.

Section 4. The Employer, within thirty (30) days of the signing of this Agreement, shall present the Association with a list of the names and addresses of all current employees covered by this Agreement, and shall update such list each month for all new hires.

Section 5. The Association will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

Section 6. On July 1 of odd-numbered years, the Association shall furnish the Employer with proper documentation that its representation fee procedure is in compliance with the law.

Section 7. All employees in classifications subject to this Agreement who on the date of this Agreement, are members of the Association, or who pay an administrative fee to the Association, in accordance with the Association's Constitution and Bylaws; and, all employees who become members after that date shall, as a condition of employment, maintain their membership in the Association, or pay an administrative fee to the Association, for the duration of this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS

(In compliance with State Statute 30-31-303, M.C.A.)

The Union shall recognize the prerogatives of the agency to manage, direct, and control the business in all particulars, in such areas as, but not limited to:

1) direct employees;

2) hire, promote, assign, and retain employees;

3) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be insufficient and non-productive;

4) maintain the efficiency of government operations;

5) determine the methods, means, job classifications, and personnel by which this agency operations are to be conducted;

6) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and

7) establish the methods and processes by which work is performed.

Such rights are retained by the Employer unless such rights are specifically relinquished in this Agreement.

ARTICLE 5
MANAGEMENT SECURITY

Section 1. The Association hereby accepts liability for any damage to or loss of state property that is the proximate cause of action taken by striking employees of any bargaining unit, provided however that liability under this Section shall be restricted to include any alleged loss of revenue or other incidental or punitive damage sought by the Employer.

ARTICLE 6
NON-DISCRIMINATION

Section 1. No member of the Association shall be discharged or discriminated against for upholding Association principles. The Employer and the Association affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of the employees' skills and ability without regard to race, color, creed, national origin, age, or sex.

Section 2. In accordance with the provision of the Governmental Code of Fair Practices, the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualifications, without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin ,and ancestry.

ARTICLE 7
PAY AND HOURS

Section 1. Conditions relative to and governing wages and salaries are contained in Addendum A of this Agreement, which is attached and by this reference made a part hereof as though fully set forth.

Section 2. Nothing in this Agreement will exclude any employee from exercising the right to file a classification appeal with the Board of Personnel Appeals.

Section 3. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per days, days per week, or for any other period of time, except as may be specifically provided for herein.

Section 4. A regular workday shall consist of eight (8) hours of continuous work, including two (2) duty-free rest breaks. Employees shall also be granted a duty-free meal break, taken at a time mutually agreeable to the Employer and the employee. The meal break shall be without pay.

Section 5. A regular work week shall consist of five (5) consecutive workdays, Saturday through Friday, totaling forty (40) hours.

> Those employees hired prior to July 1, 1991 will not be required to work Saturday or Sunday as part of their regular work week unless mutually agreed.

Section 6. Call-out pay. A call-out is an unscheduled, unplanned provision of direct services to alleviate a crisis occurring during regularly scheduled time off. Employees classified as Child Protection Specialists shall receive a minimum of two (2) hours of compensatory time for any call-out from regularly scheduled time off.

On-call pay. On-call is time spent by employees, usually off the working premises, in their pursuits, where the employee must remain available to be called back to work on short notice if the need arises. Employees in these conditions, with formal "re-call" schedules, shall receive one (1) hour of compensatory time for every eight (8) hours on "on-call", except for weekend "on-call", when everyone will receive four (4) hours of compensatory time for every weekend day he/she is scheduled to be "on-call." On-call time is hour for hour time, and is not subject to the one and one-half (1½) standard described in this collective bargaining Agreement.

The following are not considered call-outs and compensatory time will be credited only for the actual time involved:

1) Meetings and appointments scheduled outside of the regular 8:00 to 5:00 workday; prior approval from a supervisor is needed.

2) Extension of the working day either before 8 a.m. or after 5 p.m.; when possible, this should be discussed in advance with a supervisor.

3) Telephone calls.

Non-exempt employees who are called out for work and report outside the regular shift shall be paid for a minimum of two (2) hours at a rate of one and one-half (1½) times the regular rate of pay, except for holidays, as enumerated in Article 9, which will be paid at two and one-half (2½) times the regular rate of pay. Each hour after two (2) hours shall also be paid at the applicable overtime rate. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the workday.

Section 7. The employee and the employer may agree to an alternative work schedule wherein forty (40) hours may be worked as straight time in other than five (5) days or eight (8) hour days. Upon written explanation, either party may, with ten (10) working days notice, terminate the alternate work schedule.

Section 8. The pay ranges attached (Pay Schedule A) shall be the total salary compensation, minus longevity pay, for the term of the agreement. It is understood that these ranges do not include the Employer's share of the health insurance contribution. The State of Montana agrees to increase the employer's share of the individual health contributions for group benefits by 10% (to $976 a month) from January 2016 through December 2016 and by 8% (to $1054 a month) from January 2017 through December 2017.

Section 9. The Pay Plan Rules attached in Addendum A shall be in effect for all members of the bargaining unit covered by this Agreement for the term of this Agreement.

Section 10. The Employer may schedule staggered working hours within the eight (8)-hour days by mutual agreement.

Section 11. If an employee is selected and given written authorization by a management designee to temporarily fill a vacancy in a higher graded job, he/she shall be paid at the higher grade in accordance with the Pay Plan Rules.

Section 12. Whenever an employee receives a step increase or a pay increase due to promotion, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 13. Centralized Intake Specialists Shift Differential:

1) Centralized Intake Specialists shall be on an alternative work schedule with overtime/compensatory time coming only after forty (40) hours in a work week.

2) Centralized Intake Specialists regularly assigned to shifts where no less than five hours of the shift is scheduled between 16:00 (4 PM) and 24:00 (12 AM) shall receive twenty-five cents ($0.25) per hour shift incentive for all hours worked on those regularly scheduled shifts.

3) Centralized Intake Specialists regularly assigned to shifts where no less than five hours of the shift is scheduled between 24:00 (12 AM) and 08:00 (8 AM) shall receive fifty cents ($0.50) per hour shift incentive for all hours worked on those regularly scheduled shifts.

Section 14. Career Tracks.

Upon ratification of the contract the Employer will develop a comprehensive approach for the remainder of Career Tracks and prior to implementing the Career Tracks the Employer agrees to allow the Union to review and provide input on the Career Tracks.

Tier 1: Hire to 12 months Employment
At completion of 12 months of employment and training listed base wage will increase $1.00/hr.

Tier 1 Training
MCAN (Online and 3 weeks in person)
CAPS (Licensing, Administrative, CPS)
Online HIPAA
Online Blood Borne Pathogens
New Worker Orientation

ARTICLE 8
OVERTIME AND COMPENSATORY TIME

Section 1. "Non-exempt" employee means an employee subject to the overtime provisions of the Federal Fair Labor Standards Act and the regulations. "Non-exempt" employees shall be paid at a rate of one and one-half (1½) times their regular rate of pay for all authorized time they work over eight (8) hours per day, or forty (40) hours per week. The over eight (8) hours per day overtime provisions of this Article shall not be in effect in those instances where employees are on a work schedule that anticipates an employee working forty (40) hours per week in other than five (5) eight (8)-hour days. Employees may elect to receive compensatory time off at a rate of one and one-half (1½) times each additional hour worked in accordance with this article and the provisions of the Fair Labor Standards Act, and agency policy when adopted.

Section 2. If job related travel time is scheduled for other than the employee's normal work week, such travel time shall be compensated in accordance with the terms of this Article.

Section 3. Authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing overtime or compensatory time credits under this Article.

Section 4. Compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

Section 5. The Employer agrees not to block out periods of time during which by policy employees will not be allowed to use accrued compensatory time so long as it is understood that the Employer may approve or disapprove compensatory time usage dependent upon the needs of the agency.

Section 6. Effective January 1, 2008 professional positions are hired based upon a forty (40)-hour work week. All current employees will be grandfathered and allowed to keep the eight (8)-hour day if they are currently on that option. An eight (8)-hour per day employee will be allowed to switch to a forty (40)-hour work week; however, they will not be allowed to switch back.

ARTICLE 9
HOLIDAYS

Section 1. For pay purposes the following shall be recognized holidays for bargaining unit employees:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Washington's and Lincoln's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
General Election Day	In even-numbered years

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Sections 3 and 4. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rata basis. To be eligible for holiday pay an employee must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

Section 3. Exempt employees who request and are authorized to work on a holiday shall receive their regular rate of pay and an alternate day off to be taken at a time agreeable to the employee and the Employer. Eligible exempt part-time employees shall receive benefits granted in this Section on a pro rata basis.

Section 4. When a non-exempt full-time employee is required by the Employer to work on a holiday listed above, he/she will be paid at the rate of two and one-half (2½) times his/her regular rate of pay, or at the employee's option, one and one-half (1½) times his/her regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and Employer. Non-exempt full-time employees shall be given the opportunity to select their option at the commencement of their employment and shall be bound by their choice for at least a one-year period unless otherwise agreed to by the Employer. Employees who request and are authorized to work on a holiday shall receive their regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and the Employer. This Section does not apply when employees are required by the Employer to work on a holiday. Eligible non-exempt part-time employees shall receive benefits granted in this Section on a pro rata basis.

Section 5. Any eligible full-time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and his supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off.

ARTICLE 10
LEAVES

Section 1. JURY AND WITNESS DUTY. Employees summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, M.C.A.

Section 2. SICK LEAVE. Employees shall be granted sick leave per 2-18-618, M.C.A. and according to the following:

Subsection 1. Notification of absence because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to insure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absence in excess of one (1) shift without receipt of proper notification by the Employer from the employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee. In cases where employees are performing a function that will require a replacement, said employees will, if possible, notify management of their absence at least four (4) hours in advance of the beginning of the employee's shift.

Subsection 2. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, he/she may utilize all accrued annual leave. If an employee has exhausted all accrued annual leave, the Employer may permit the employee to be placed on a leave without pay status for up to twelve (12) months, renewable upon expiration thereafter at the Employer's option.

Subsection 3. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status and to utilize available sick leave credits upon furnishing management acceptable medical certification, if required.

Subsection 4. The Employer may not require a doctor's certificate to substantiate sick leave usage from an employee in the bargaining unit unless the employee has been away from work in excess of three days on sick leave or unless the Employer has good reason to suspect sick leave abuse.

Subsection 5. In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

Section 3. ANNUAL LEAVE.

1) It is understood and agreed that an employee within the bargaining unit may choose to take at least two (2) consecutive accrued workweeks of annual leave per year. It is also understood that employees may take annual leave, with prior Management approval, at their individual discretion as long as the execution of this right does not cause an undue burden for the Employer's operation.

2) When an employee submits a written request for one or more weeks of annual leave to his/her supervisor at least thirty days in advance, that employee may advance a copy of that request to his/her regional administrator if he/she does not receive a response from his/her supervisor within twenty (20) calendar days. The regional administrator will respond to such advanced requests within ten (10) calendar days. Upon written request an employee will be provided written rational for denied leave requests.

Section 4. EMERGENCY LEAVE. Accrued and available sick leave will be allowed for necessary attendance to the illness of a member of the employee's immediate family until other attendance can be reasonably obtained, to attend funeral in the immediate family, to receive medical, dental or eye examinations, or for other disability related emergencies. Absence in excess of one (1) shift without receipt of proper notification by the Employer from the employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee.

Section 5. LEAVE WITHOUT PAY. A leave without pay must be requested by the employee in advance, and management shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from management shall be based on the needs of the agency, the reason for the request, the employee's leave status and the employee's work record.

Section 6. MILITARY LEAVE. Military leave shall be granted per 10-1-604, M.C.A.

Section 7. WORKERS COMPENSATION LEAVE. A permanent employee injured on the job and eligible for Workers Compensation benefits shall retain all right to his/her previously held position and shall be entitled to leave without pay for a period of up to nine (9) months following the date of the injury. At the employer's discretion, an additional three (3) months leave without pay may be granted.

Section 8. 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.

ARTICLE 11
GRIEVANCES AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all disputes involving the interpretation, application, or alleged violation of a specific provision of the Agreement. Addendum B, attached hereto, shall be utilized to resolve grievances.

Section 2. During the processing of any matter under this Article, the Association agrees not to strike, render unfair reports or cause slowdowns, and the Employer agrees not to lock out employees represented by the Association.

ARTICLE 12
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.

For Administrative Support and Case Aides the probationary period shall last six (6) months. For all other classifications, the probationary period shall last for one (1) year. 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.

Section 2. The Employer may discharge any employee with permanent status only for just cause. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such actions and shall in addition notify the Association of the removal of an employee for cause. An employee with permanent status may appeal his/her dismissal, suspension or other punitive disciplinary action through the grievance procedure. This in no way limits Management's prerogative to lay off employees in accordance with Article 13.

ARTICLE 13
SENIORITY

Section 1. Seniority means the length of continuous service with the agency or its predecessor agency since the last date of hire.

Section 2. Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds 60 working days or after a permanent transfer out of the bargaining unit. Previously credited services, however, will not be lost and an employee who is recalled or transfers back into the bargaining unit will retain all prior seniority.

Seniority shall be revoked upon termination, retirement, or discharge for cause.

Section 3. Seniority, qualification, and capabilities shall be the controlling factors in selection of employees for layoff within each class of positions in an office.

Section 4. Recall from layoff shall be in reverse order of layoff, the Employer shall notify a laid off employee to return to work by sending a certified, return receipt letter to the last known address for the employee with a copy to the Association and shall therein notify the employee that failure of the employee to notify the Employer of his/her intent to return to work within ten (10) calendar days of the mailing of said letter shall constitute a forfeiture of his/her right to return to work. Recall rights shall be limited to a period of two (2) years following the date of layoff.

Section 5. No permanent employee shall be laid off while temporary or probationary employees in the same skill are retained.

ARTICLE 14
VACANCIES AND PROMOTIONS

Section 1. The following procedures will be followed in the posting and filling of vacant or newly created permanent positions. The purpose of this system is to inform employees of vacancies and newly created positions and to afford employees, who are interested and who feel they qualify, an equal opportunity to apply for the vacant or newly created position. It is understood that newly hired employees and employees on a leave of

absence for any reason may not have the same period of notice as other employees concerning position vacancies.

Subsection 1. When a vacant or newly created permanent position is to be filled, the Employer shall prepare a Job Posting Notice and send it to each regional office to be posted. The Notice will be posted in a specific place designated for Job Opening Notices, and shall state where interested employees are to make application, and the cutoff date for application submittal and the minimum qualifications.

Subsection 2. The Employer will insure that all such applications are considered in the selection process. Members in the bargaining unit who are unsuccessful applicants shall be so notified upon completion of the selection process.

Subsection 3. All positions in the bargaining unit, and those positions that immediately follow in a logical ladder shall be posted per the provisions of the Article for at least seven (7) calendar days. However, Article 13 will not apply to positions not included in the unit.

Subsection 4. Selection of employees to fill bargaining unit vacancies shall be from the in-house agency list unless all employees on such list are declared unacceptable by the appointing authority subject to the review of the agency personnel officer or EEO officer. Such list must contain the names of at least five (5)qualified applicants. When a bargaining unit employee who has applied for a vacant position is not selected, he/she shall, upon request, be entitled to be advised in writing of the reason he/she did not receive the assignment. If not satisfied with the reason stated for not receiving the assignment, the employee may invoke the grievance procedure.

Subsection 5. If, within three (3) months after filling one bargaining unit position, the same or a 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.

ARTICLE 15
TRANSFERS

Section 1. All newly vacated or created Child Protection Specialists positions will first be filled through the consideration of transfers. These transfers will be governed under the following procedures:

Subsection 1. A list of work locations will be developed.

Subsection 2: Child Protection Specialists may place their names on a transfer list for any work location.

Eligibility:

- Child Protection Specialists who have been employed in that classification a minimum of eighteen (18) months are eligible for transfer to another work location.

- Centralized Intake Specialists with eighteen (18) months experience as a Child Protection Specialist within the past ten (10) years are also eligible for transfer.

- Centralized Intake Specialists employed in that classification for a minimum of eighteen (18) months but without eighteen (18) months of Child Protection Specialist experience are eligible for transfer. The transferring employee must be placed in a written training/evaluation program for up to twelve (12) months from date of transfer.

- If a Centralized Intake Specialist does not successfully complete the Child Protection Specialist training/evaluation program, the employee will be reassigned to a Centralized Intake Specialist position, if one is available.

- If no Centralized Intake Specialist position is available for the reassigned Child Protection Specialists, the employee will be placed on lay-off status. Laid-off employees will be recalled per Article 13, Section 4 of the collective bargaining agreement.

Wages:

- Employees will maintain their individual market ratios on promotion or demotion.

- During the training/evaluation period the employee will be paid their existing wage rate or entry whichever is greater in the Child Protection Specialist wage range. Upon successful completion of the training period, the employee will have their market ratio re-established as it was in the CI pay range.

- Upon return to Centralized Intake, the employee's pay shall be reduced to the Centralized Intake Specialist pay range.

Grievances:

- There is no recourse to the grievance procedure (Article 11) if it is determined that an employee has not successfully met the training/evaluation program goals.

Certification Criteria:

- When management notifies the Association that it has completed the development of the certification/training criteria for Child Protection Specialists, those portions of this memorandum specific to Centralized Intake Specialists transfers to Child Protection Specialists positions are subject to renegotiation.

Subsection 3. As Child Protection Specialists positions become available, the hiring authority must first choose to fill those positions from names on the transfer list.

Subsection 4. If more than one worker is on the transfer list, then the hiring authority must hire the most senior employee from the list.

Subsection 5. Before the employee transfers to their new assigned area, the Regional Administrator, or their designee along with an MPEA employee representative, reserves the right to conduct an informational interview with the employee. The purpose of the interview is to inform the employee of the expectations and differences the employee may encounter with their new assignment.

Subsection 6. If there are no names on the transfer list, then Management can post and recruit for that position, as per Article 13.

Subsection 7. The transfer rights and provisions established in this article shall not apply to employees who are under a corrective plan of action.

ARTICLE 16
RATINGS AND WARNINGS

Section 1. An employee may request and receive a copy of his/her current class specification at any time.

Section 2. The statewide performance evaluation system or another system approved by the Personnel Division shall be utilized by the Employer in the evaluation of employees covered by this Agreement.

Section 3. When performance appraisals are prepared by the employee's immediate supervisor and the next higher supervisor, the results of the combined evaluation shall be transmitted to the employee in the form of a copy of his/her performance appraisal. The immediate supervisor shall discuss the evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. If the employee desires to submit a brief written statement in explanation or mitigation of any remark on the performance appraisal form, the statement shall be attached to the performance appraisal form in the personnel file.

Section 4. No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating that he/she has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request.

Section 5. An employee desiring that material, which he/she feels is incorrect and should be removed from the personnel file of the employee, shall have the right to appeal it through the grievance procedure.

Section 6. Letters of caution, warning, and reprimand shall be considered temporary contents of the personnel file of an employee and shall be destroyed no later than one (1) year after they have been placed in the file unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings. In addition, materials which are related to client abuse, mistreatment, or exploitation, that have resulted in a formal disciplinary action shall become permanent contents of the employee's personnel file for two (2) years unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings. Employees may submit written requests for justification for the retention of items not removed. The employer will respond in writing to those requests with the justification.

Section 7. Material placed in the personnel files of an employee without conformity with the provisions of this Section will not be used by the Employer on any subsequent evaluation or disciplinary proceeding involving the employee.

ARTICLE 17
PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1. The existing programs shall continue in full force and effect in accordance with 19-3-101-1404, M.C.A.

ARTICLE 18
NOTIFICATIONS

Section 1. The Employer shall give permanent employees subject to layoff a minimum of 21 calendar days advance notice and shall deliver a copy of such to the Association, which shall be allowed an opportunity to comment.

Section 2. The Employer shall insure reasonable access to the Association and each employee an up-to-date policy manual of its rules, regulations and policies on employment related matters. The Association shall be notified of any proposed changes or additions to personnel rules, regulations, and policies issued by the Department of Public Health and Human Services sufficiently in advance to allow discussion and comment.

Section 3. The State shall print the required number of copies of this Agreement and shall charge the Association only that fee that would normally be charged to a state agency. The Employer will present to current employees and to each new employee upon hire a copy of this Agreement.

Section 4. The Employer shall provide, on a timely basis, information on the rules, policies or laws, and if necessary, will provide necessary training on matters, which directly affect the employees.

ARTICLE 19
OTHER

Section 1. The Association shall have access to the State Employee Group Benefit Advisory Council at the quarterly meeting and shall through that statutorily established channel have formal input relative to health insurance.

Section 2. The Employer shall use actual odometer mileage within reason in computing travel reimbursements so long as actual odometer mileage reflects travel for State business and except where prohibited by state regulation or authorized federal authority.

Section 3. Association/Management Committees. Local Association/Management Committees may be established to attempt to resolve day-to-day problems as the need arises at a time mutually agreed upon.

A statewide Labor-Management Committee has been 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.

Employees shall be granted a reasonable amount of paid time to attend these meetings. The employer will pay per diem for up to nine (9) MPEA committee participants up to four times each year. Committee members are encouraged to carpool. The employer will not pay travel for MPEA Committee participants.

Section 4. 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 Departmental policy. The transfer of the employee must be management initiated.

Section 5. Management support of employees. If an employee is charged by a client with improper behavior or a violation of rule or policy, the subject employee shall be notified by management of the charge. 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 insure that justice prevails.

Section 6. The Employer will provide just compensation for destruction of approved clothing or personal property when loss or damage is caused as a result of employment. The incident must be reported to the employee's immediate supervisor the day the

damage occurred and claims made to Management within 24 hours. The provision is contingent upon budget constraints.

Section 7. The Employer affirms a commitment to cooperate in maintenance of a safe and healthful working environment.

Section 8. To the extent available, cell phones will be allocated by management, prioritized by need.

ARTICLE 20
SEVERABILITY

Section 1. In the event that any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or by decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

ARTICLE 21
ENTIRE AGREEMENT

Section 1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Association for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under Article 1, or under applicable law on any succeeding agreement to take effect upon termination of this Agreement.

Section 2. The parties recognize the right, obligation and duty of the Department of Administration and its duly designated officials to promulgate rules, regulations, directives, and orders from time-to-time as deemed necessary in so far as such rules, regulations, directives, and orders that effect the members of the bargaining unit covered by this Agreement are not inconsistent with the terms of this Agreement and are not inconsistent with the laws of the State of Montana and federal laws.

ARTICLE 22
PAYROLL DEDUCTIONS

Section 1. In addition to the monthly dues deductions authorized in Article 3 of this Agreement, bargaining unit members shall be allowed to authorize Management to deduct from their pay checks such amounts that they desire in order to participate in programs that have the prior approval of Management, the Association and the Auditor's Office.

ARTICLE 23
TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of the first day of July 2015, and shall remain in full force and effect through the 30th day of June 2017. If one of the parties desires to modify this Agreement, it shall give the other written notice of its intent to do so. In such case, the parties agree to give written notice not sooner than one hundred twenty (120) and no less than ninety (90) days prior to the expiration date, and agree to meet not later than ninety (90) days prior to the expiration date in order to renegotiate this Agreement. It is also agreed that the Employer and the Association will meet to reopen negotiations in sufficient time to permit adequate negotiations on economic matters. The Association shall have the right to engage in concerted activity after December 31, 2016, for matters pertaining to wages and economic benefits in the 2017-2019 biennium.

ARTICLE 24
NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement, neither the Association nor its agents or representatives will cause, sanction, or take part in any strike or any other interference with the operation of the Employer's business, except as provided in Article 23.

Section 2. During the term of this Agreement, there shall be no lockouts by the Employer.

THIS AGREEMENT is signed and dated this 22nd day of August 2016.

FOR: STATE OF MONTANA

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

Michael P. Manion, Chief Negotiator
State Office of Labor Relations

FOR: MONTANA PUBLIC EMPLOYEES ASSOCIATION

Robyn Trott, Field Representative
Montana Public Employee Association

Quinton E. Nyman, Executive Director
Montana Public Employee Association

Michael Sanders
MPEA Local Chapter Representative

PAY SCHEDULE A

Pay Band	Job Code	Title	Hourly Entry	Hourly Midpoint	Hourly Maximum	Annual Entry	Annual Midpoint	Annual Maximum
5	211215	Child Family Social Worker	13.08	16.35	19.62	27,206.40	34,008.00	40,809.60
6	211216	Child Family Social Worker	15.70	19.62	23.54	32.656.00	40,809.60	48,963.20
5	211235	Social Services Specialist	14.82	18.52	22.22	30,825.60	38,521.60	46,217.60
2	211912	Social Service Aide	9.28	11.60	13.92	19,302.40	24,128.00	28,953.60
3	211913	Social Service Aide	11.14	13.92	16.70	23,171.20	28,953.60	34,736.00
2	439612	Administrative Clerk	9.46	11.83	14.20	19,676.80	24,606.40	29,536.00
3	436113	Administrative Assistant	11.46	14.32	17.18	23,836.80	29,785.60	35,734.40

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 shall receive a $.50 an hour pay increase effective the first day of the first complete pay period that includes January 15, 2016 and a $.50 an hour pay increase effective the first day of the first complete pay period that includes January 15, 2017. The increases shall apply to the employee's base pay.

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.

Section 2. Longevity. All of the calculations are base rates and not inclusive of longevity.

Section 3. 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 4. 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 5. 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 6. 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 7. 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 8 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 9. 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 10. The union will be notified of any pay adjustments under the provisions in this addendum.

ADDENDUM B
GRIEVANCE PROCEDURE

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 ten (10) 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 aggrieved employee and the Association consider the decision of the director unsatisfactory, the Association shall, within fifteen (15) working days of receipt of such decision, notify the director and the Chief of State Office of Labor Relations of its decision to take the grievance to final and binding arbitration.

RULES OF GRIEVANCE PROCEDURE

1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step. The working days referenced herein exclude the first and include the last.

2. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the employer's representative to answer within the time limits set forth in any step will entitle the employee to advance the grievance to the next step.

3. An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has full authority to act in the capacity of the person being replaced.

4. When the grievance is presented in writing there shall be set forth all of the following:

A. A complete statement of the grievance and facts upon which it is based.

B. The rights of the individual claimed to have been violated and the remedy or correction requested.

5. Those employees desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing a grievance under the provision of this contract may not pursue the same grievance under another procedure.

6. In the event of a classification related grievance the statutory classification appeal route shall be followed wherein the grievance may be submitted to the Board of Personnel Appeals for final resolution. Where a question arises as to whether the matter falls under the jurisdiction of the Board or could possibly be arbitrated, the matter shall be referred to the Board for a decision.

RULES FOR ARBITRATION

1. Within ten (10) working days of receipt of the Association's notice of the intent to arbitrate a grievance, the parties shall call upon the Federal Mediation and Conciliation Service for a list of seven (7) potential arbitrators.

2. Each party shall be entitled to strike names from the list in alternate order and the name so remaining shall be the arbitrator. The arbitrator shall render a decision, which shall be final and binding.

3. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts of the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the costs.

4. The arbitrator may not add to, subtract from or modify the terms of this Agreement.

5. In the event the arbitrator charges a fee(s) for canceling an arbitration hearing, the party requesting the cancellation is responsible for payment.

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