Collective Bargaining Agreement
between
State of Montana,
Department of Public Health and Human Services
and
Federation of Public Health & Human Service Employees
Local No. 4573, MEA-MFT, AFL-CIO

2015-2017

Collective Bargaining Agreement
between
State of Montana,
Department of Public Health and Human Services
and
Federation of Public Health & Human Service Employees
Local No. 4573, MEA-MFT, AFL-CIO

PREAMBLE

THIS AGREEMENT is made and entered into this first day of July 2015, between the State of Montana, hereinafter referred to as the "Employer," and the Federation of Public Health and Human Service Employees, Local No. 4573, MEA-MFT, AFL-CIO, referred to as the "Federation." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its 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 essential public service, which vitally affects 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 Federation as the sole and exclusive representative for all employees within the bargaining unit as certified by the Board of Personnel Appeals, excepting management officials, supervisory employees, confidential employees, and temporary or seasonal employees.

Section 2. The bargaining unit represented by the Federation shall be defined by the classifications provided by the State Classification and Pay Plan, and where necessary by individual positions within classifications. Any disagreement may be resolved through the Board of Personnel Appeals.

ARTICLE 2
FEDERATION RIGHTS

Section 1. Upon written request, the Employer shall make available one copy of all public information relevant to negotiations or necessary for the proper enforcement of this Agreement, providing such information is readily available and accessible. The Employer may charge reasonable and customary fees for substantial amounts of services.

Section 2. The internal business of the Federation shall normally be conducted by employees during their non-duty hours. However, selected and designated Federation officers or appointees shall be allowed a reasonable amount of paid time to investigate and process grievance and arbitration matters.

Section 3. The Federation's staff will be allowed to visit work areas during working hours provided that advance permission is received and that the visit shall not unduly disrupt work in progress.

Section 4. Whenever members of the bargaining unit are scheduled by the Employer to participate during working hours in conferences or meetings, they shall be granted the necessary release time.

Section 5. The Employer shall insure reasonable access to the Federation an up-to-date policy manual of its rules, regulations, and policies on employment related matters. The Federation shall be notified of any proposed changes or additions to personnel rules, regulations and policies issued by the Department of Administration and the Department of Public Health & Human Services sufficiently in advance to allow discussion and comment by the Federation.

Section 6. The Employer, within 30 days of the signing of this Agreement, shall present the Federation 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 7. Federation representatives shall have the right to inspect an employee's personnel file with a specific authorization in writing by the employee. Federation representatives may obtain a copy of a document related to a formal grievance provided specific authorization is obtained in writing from the employee.

Section 8. The Federation shall have the right to adequate space on bulletin boards for posting notices and shall have access, subject to availability, to a meeting room on the Employer's premises.

Section 9. The Employer agrees to provide notice to the Federation of any suspension or discharge of any member of the bargaining unit.

Section 10. The Employer agrees to provide 20 working days advance notice to the Federation of any employee layoff, along with an opportunity to comment on the layoff.

Section 11. The Employer shall allow a maximum of one hundred twenty (120) hours of release time for Federation members to attend the annual MEA-MFT Representative Assembly with prior management approval for time off.

Section 12. The Federation shall be granted the ability to supply DPHHS Training materials to be included in the new employee orientation contained within Moodle learning management system, or existing orientation mechanism. Materials will include training developed by the Federation to orient their new members with information about the Union and the benefits of being a member. The Department shall approve information provided in the materials before posting and consult with the Federation regarding the content.

ARTICLE 3
MANAGEMENT RIGHTS
(In compliance with State statute 39-31-303, M.C.A.)

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

A. direct employees;

B. hire, promote, transfer, assign, and retain employees;

C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;

D. maintain the efficiency of government operations;

E. determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;

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

G. establish the methods and processes by which work is performed.

Such rights are retained by the Employer except as specifically limited or relinquished in this Agreement.

ARTICLE 4
FEDERATION SECURITY

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Federation but must, as a term and condition of employment, pay a representation fee to the Federation. It is recognized that the Federation is required to represent all employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Federation.

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 Federation by such employee for dues or for the representation fee. The Employer will

remit to the Federation such sums within 30 calendar days. Changes in the Federation membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Federation and shall be done at least 30 calendar days in advance of such change.

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

Section 4. The Federation agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of its compliance with the provisions of this Article.

ARTICLE 5
NON-DISCRIMINATION

Section 1. No member of the bargaining unit shall be disciplined or discriminated against as a result of union membership or participation in lawful union activities. No member of the bargaining unit shall be retaliated against for filing any classification appeal, grievance, or complaint or for exercising any other right provided by law, rule, or contract.

Section 2. The Employer and Federation 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 3. In accordance with the provisions of the Governmental Code of Fair Practices, the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, and ancestry.

ARTICLE 6
LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1. The Employer and the Federation agree to the establishment of Labor-Management Relations Committees for Divisions represented by the Federation. The purpose of these Committees is to discuss any item of concern, including safety, to either party and to improve communications between the Employer and the members of the bargaining unit.

Section 2. These Committees shall meet upon request of either party, but not more than once per month, but may meet more often with mutual agreement. The party

requesting a meeting shall provide those agenda items it wishes to discuss. The responding party may also present agenda items as well. All agenda items must be made available to Committee members at least five days prior to any meeting. The Committees shall meet at a mutually agreed time, place and date.

Section 3. If the meetings are scheduled during normal working hours the Employer will grant release time to a maximum of five employees.

Section 4. The Committees shall establish their own guidelines, bylaws, and/or ground rules.

ARTICLE 7
PAY AND HOURS

Section 1. Conditions relative to and governing wages and salaries for bargaining unit employees are established by state law, contained in Sections 2-18-101, 2-18-301, and 2-18-312, M.C.A. The salary ranges by pay band are provided in Addendum B of this Agreement, which is attached and by this reference made a part thereof.

Section 2. A regular work day shall consist of eight continuous hours of work, including two 15-minute duty free rest breaks. Employees shall also be granted an unpaid duty free meal break.

Section 3. If an employee is required to provide service during a scheduled lunch break, the employee and Supervisor may work together to offset the hours within the work week.

Section 4. A regular work week shall consist of five regular work days, Monday through Friday inclusive, totaling 40 hours. With positions in the Family Resource Specialist class hired after 1991, the Employer may designate an alternative work week consisting of five consecutive work days, Saturday through Friday, totaling 40 hours.

Section 5. To promote, assist, and recognize the importance of work, family/life balance:

(A.) All employees may request alternate work schedules including but not limited to four 10-hour days. A request may be denied by management. Management will explain in writing why such a request was denied and submit it to the employee. With management approval, part-time employees may alter designated work schedules within any given pay period.

(B.) If either the supervisor or employee wishes to end an alternative work schedule developed pursuant to subsection A, immediately above, he/she shall give the other 10 working days notice.

Section 6. Full time, non-exempt employees who are called out for work and report outside the regular shift shall be paid for a minimum of two hours at a rate of one and one-half times the regular rate of pay. Each hour after two hours shall also be paid at the above rates. In computing work time on call out, travel time to and from work shall be counted and all travel shall be compensated in accordance with state law. It is understood

that this provision does not apply to overtime work which is a continuation of the work day.

Section 7. On-call status is time, usually off the worksite premises, spent in the employee's own pursuits where the employee must remain available to be called back to work on short notice if the need arises. Employees who are required to be in On-Call Status shall be compensated for their making themselves available to work on short notice by selecting one of the following methods of compensation:

1. The employee shall be paid for two (2) hours of straight time for each 24-hour period that the employee is on-call during his/her regularly scheduled work day(s) and four (4) hours of straight time for each 24-hour period that the employee is on-call during his/her regularly scheduled days off. This time shall be designated as "On Call Hours" and shall be paid as straight time on the paycheck directly following the pay period in which the employee was on-call.

2. The employee shall receive two (2) hours of straight compensatory time for each 24-hour period that the employee is on-call during his/her regularly scheduled work day(s). And, four (4) hours of straight compensatory time for each 24-hour period that the employee is on-call during his/her regularly scheduled days off. This time may be used by the employee as paid time off, just as any other compensatory time. The employee's compensatory time shall be accrued in a compensatory time bank, up to a maximum of 120 hours. Any compensatory hours accrued by non-exempt employees in excess of 120 hours shall be paid as a lump-sum payment on the paycheck directly following the pay period in which the accumulated time exceeds 120 hours.

   The employee shall select a method of on-call compensation annually at the time they elect whether to be paid for overtime hours or earn compensatory time for overtime hours.

Section 8. No bargaining unit position shall be filled by a work study, J.T.P.A., workfare or work-release employee, without the concurrence of the Federation.

Section 9. Whenever an employee receives a pay increase, longevity increment, or an increase due to promotion, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 10. Whenever an employee accepts an agency position in another geographical location, the employee shall be entitled to reimbursement for moving expenses as provided in agency policy. Moves which are management initiated or which are the result of job abolishment shall be compensated up to the maximum amount provided by agency policy.

Section 11. Upon termination of employment, employees shall be paid for all earned but unused annual leave, comp time, and one-quarter of accrued sick leave as provided by law.

Section 12. If an employee is selected by a management designee to temporarily fill a vacancy in a higher pay range job, the authorization shall be in writing and the employee shall be paid at the higher pay range with the exact rate of temporary pay to be set by the Pay Plan Rules.

Section 13. An employee who is temporarily promoted to a managerial or supervisory position shall receive the higher rate of pay after working in the position for eight hours.

Section 14. Seniority, qualifications, and capabilities will be considered when selecting employees for temporary appointments to bargaining unit positions.

Section 15. An employee may be involuntarily demoted as a result of a classification review or when there is a reassignment of work as through program changes or changes in available funds, i.e., reorganization. The Employer agrees to make a good faith effort to provide the maximum pay protection available to affected employees, within the Employer's budgetary limitations. In such cases, the employee's wage will be set according to Pay Plan Rule 1812. The employee's wage will be protected for at least 180 days.

ARTICLE 8
INSURANCE

Section 1. Health Insurance. 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.

It is understood that the wage rates reflected under "Addendum A" of the Labor Agreement between the Federation of Public Health & Human Services Employees, Local # 4573, MEA-MFT, AFL-CIO, and the State, excludes the agreed upon adjustment for the state contribution into the group health insurance program. This amount shall be paid as an employee benefit.

ARTICLE 9
OVERTIME AND COMPENSATORY TIME

Section 1. "Non-exempt" employees, as defined by the Labor Standards Division of the Department of Labor and Industry, State of Montana, shall be paid at a rate of one and one-half times their regular rate of pay for any time they work over 40 hours per week. No overtime will be worked without prior authorization of the appropriate or immediate supervisor.

Subsection 1. With management approval, non-exempt employees may elect to

receive compensatory time off at a rate of one and one-half times each additional hour worked in accordance with the provisions of the Fair Labor Standards Act and agency policy, when adopted.

Subsection 2. The Employer and the employee shall arrange for the taking of such compensatory time by mutual agreement.

Subsection 3. Compensatory time earned will not be recorded in increments of less than one-half hour.

Subsection 4. Compensatory time may be accumulated to a maximum of 120 hours.

Section 2. The Employer will make a good faith effort to equalize the offer of scheduled overtime and compensatory time among employees in the same work unit and classification where training and ability are sufficient to do the work.

Section 3. Employees attending workshops or training shall have their compensatory time and overtime considered on a 40-hour work week basis. If a 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 Section.

Section 4. 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 5. The Employer agrees that no supervisor or administrator will regularly perform the duties of an employee covered by this Agreement who is ready, willing, and able to perform such duties.

Section 6. Overtime or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

ARTICLE 10
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/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 Section 3. 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. When a non-exempt full-time employee is authorized by the Employer to work on a holiday listed above, he/she will be paid at a rate of two and one-half times his/her regular rate of pay, or, at the employee's option, will be paid at a rate of one and one-half times his/her regular rate of pay and an alternate day off, to be taken at a time mutually agreeable to the employee and Employer. Full-time 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 mutually agreeable to the employee and the Employer. Eligible nonexempt part-time employees shall receive benefits granted in this section on a pro rata basis.

Section 4. 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. Eligible part-time employees shall receive benefits granted in this section on a pro rata basis.

ARTICLE 11
ANNUAL LEAVE

Section 1. Each permanent full-time employee shall earn annual leave credits from the first day of employment. Annual leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any annual leave with pay until they have been continuously employed for a period of six calendar months.

Section 2. Seasonal employees shall earn annual leave credits. However, such employees must be employed six qualifying months before they may use the annual leave credits. In order to qualify, such employees must immediately report back to work when operations resume in order to avoid a break-in-service.

Section 3. Permanent part-time employees are entitled to prorated annual leave benefits if they have worked the qualifying period.

Section 4. An employee may not accrue annual leave credits while in a leave-without-pay status.

Section 5. Temporary employees do not earn annual leave credits, except that a temporary employee who is subsequently hired into a permanent position within the same jurisdiction without a break of service. Such employees working continuously longer than six months are entitled to earned leave credits for the term of temporary employment.

Section 6. Annual leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with any agency whether the employment is continuous or not:

Years of Employment	Working Days Credit
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years	24

For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits under 2-18-611, M.C.A., must be credited with one year of employment for each period of 2,080 hours of service following his date of employment. An employee must be credited with 80 hours of service for each biweekly pay period in which he is in pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period.

Section 7. Absence from employment by reason of illness shall not be chargeable against unused annual leave credits unless approved by the employee.

Section 8. Annual leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess annual leave is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

Section 9. It is specifically agreed that in computing service time for annual leave pay, employees shall receive credit for service in other state employment.

Section 10. Annual leave taken over a holiday may not be charged to an employee's leave for that day.

Section 11. It is understood and agreed than an employee within the bargaining unit may choose to take at least two consecutive accrued work weeks 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. Once approved, a leave request may not be revoked unless the Employer determines that the employee's presence on the job is critical to the accomplishment of the Employer's mission.

Section 12. In granting annual leave requests for periods of two weeks or longer, bargaining unit seniority shall be used as the tiebreaker in the event that more employees request the same period than can be permitted in any given work unit. This provision shall not apply if the senior employee fails to submit an annual leave request prior to the application deadline established by the Employer.

ARTICLE 12
SICK LEAVE

Section 1. "Sick Leave" means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family. Sick leave may also be used for maternity related disability, medical, dental and eye examination or treatment, care of or attendance to another relative for reasons herein at the agency's discretion, and attendance for death or funeral of an immediate family member, or the illness of another person at the agency's discretion.

Section 2. Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculation sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of twelve working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.

Section 3. An employee may not accrue sick leave credits while in a leave-without-pay status.

Section 4. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

Section 5. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

Section 6. An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave.

Section 7. An employee who receives a lump-sum payment pursuant to this section and who is again employed by an agency shall not be credited with any sick leave for which the employee has previously been compensated.

Section 8. Sick leave taken over a holiday may not be charged to an employee's sick leave for that day.

Section 9. 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.

Section 10. The Employer may not require a doctor's certificate to substantiate the need for sick leave by an employee in the bargaining unit unless the Employer has good and sufficient reason to suspect sick leave abuse.

Section 11. Employees who exhaust their accrued sick leave may apply for additional leave credits from the state sick leave bank in accordance with rules promulgated by the bank.

ARTICLE 13
MATERNITY LEAVE

Section 1. The Employer may not:

A. terminate a woman's employment because of her pregnancy;

B. refuse to grant to the employee a reasonable leave of absence for such pregnancy

C. deny to the employee who is disabled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or

D. require that an employee take a mandatory maternity leave for an unreasonable length of time.

Section 2. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

ARTICLE 14
JURY AND WITNESS DUTY

Section 1. Service as a Witness.

A. Each employee who is under a proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his Employer. In no instance is an employee required to remit his Employer any expense or mileage allowance paid him by the court.

B. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid him by the court.

C. The Employer may request the court to excuse its employees from jury duty if they are needed for the proper operation of the agency.

ARTICLE 15
MILITARY LEAVE

Section 1. Employees shall be granted military leave in accordance with 10-1-604, MCA.

ARTICLE 16
EDUCATIONAL LEAVE

Section 1. Employees may request a leave of absence for educational purposes which the Employer may approve or disapprove based on the needs of the agency.

Section 2. The Employer shall provide the opportunity, to the extent practicable, for employees to schedule their work day in such manner as to allow them to engage in educational activities deemed to be of benefit to both the employee and the Employer.

Section 3. Employees required to earn credits in order to maintain licensure or certification required by the Employer to perform the job shall be granted the necessary time off with pay.

Section 4. Notice of Department sponsored training opportunities for agency employees shall be advertised throughout the agency and equal access to these opportunities, where appropriate, shall be provided to all members of the bargaining unit.

ARTICLE 17
LEAVE WITHOUT PAY

Section 1. With prior management approval, a leave of absence without pay may be granted to employees. A leave of absence without pay for up to nine months shall be granted to permanent employees with extended illness or disability, and with proper medical certification which is acceptable to the Employer. The employee must be able to show the Employer, by way of a physician's certificate, that he/she is able to fully perform all duties and responsibilities of the position before returning to work.

ARTICLE 18
INDUSTRIAL ACCIDENT BENEFITS

Section 1. A permanent employee injured on the job and eligible for Industrial Accident benefits shall retain all rights to his/her previously held position and shall be entitled to a leave-without-pay for a period of up to nine months following the date of injury, provided they have been employed by the Employer for at least five years. The employee must be able to show the Employer, by way of a physician's certificate, that he/she is able to fully perform all duties and responsibilities of the position before returning to work. For employees with less than five years of service, their positions will be held open or temporarily filled for a period of one and one-half months for each year of service.

Section 2. Transitional work assignments will be facilitated with the physician to transition the employee back to the time of injury position. Supervisors must obtain physician approval of transitional work tasks. The rate of pay during a transitional work assignment should be the same or as close as possible to the pay the employee was receiving prior to the injury.

Section 3. Time spent in transitional work assignments will be considered as time away from the position in calculating length of time the position is held for the employee. Under no circumstances will the transitional work assignment become a permanent part of the position. Before an employee returns to regular duty, the employee must provide a signed "Physician's Report of Injury Form" indicating there are no restrictions to work assignments due to injuries.

ARTICLE 19
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 resolve any employee grievance. A grievance shall be defined as a complaint involving the interpretation or application of the terms and provisions of this Agreement by an employee or group of employees.

Section 2. Grievance Procedure.

Step 1. Any grievance shall be taken up with the employee's immediate supervisor within 15 working days of the event leading to the grievance. Whenever an employee receives advance notice of a formal disciplinary action, the grievance shall be filed within 15 working days from receipt of the notice. The immediate supervisor shall have five working days to respond to the grievance.

Step 2. If the grievance is not resolved at Step 1, the grievance may be presented in writing within 10 working days from the receipt of the immediate supervisor's response of Step 1 to the division administrator or his/her designee.

The division administrator or his/her designee at the second step shall have 10 working days from 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 10 working days of the receipt of the Step 2 response. The director shall have 15 working days to respond to the grievance in writing.

Step 4. Should the aggrieved employee and the Federation consider the decision of the director unsatisfactory, the Federation may, within 15 working days of receipt of such decision, notify the director and the Chief of the State Office of Labor Relations of its decision to take the grievance to final and binding arbitration.

Section 3. Rules of Grievance Processing.

1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties.

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 limit set forth in any step will entitle the grievant to proceed to the next step within time limits provided.

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 provisions 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 may be referred to the Board for a decision.

Section 4. Rules of Arbitration.

1. Within 10 working days of receipt of the Federation's notice of its intent to arbitrate a grievance, the Federation shall call upon the Federal Mediation and Conciliation Service for a list of five potential arbitrators. The federation will provide the employer with a simultaneous copy of the arbitration panel request.

2. Each party shall be entitled to strike two names from the list in alternate order and the name so remaining shall be the arbitrator. A coin toss shall determine which party strikes the first name.

3. The arbitrator shall render a decision and that decision shall be final and binding. By mutual agreement, the parties may request a bench decision from the arbitrator, provided the arbitrator is notified at time of selection.

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

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

ARTICLE 20
EMPLOYEE RIGHTS

Section 1. A probationary period shall be utilized for the most effective adjustment of a new employee and for the separation 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 six months. If the Employer determines at any time during the probationary period that the job performance of the probationary employee is unsatisfactory, the employee may be separated upon written notice from the Employer, stating the reasons for the separation. The separation of a probationary employee is not subject to the grievance procedure.

Section 2. No permanent employee may be disciplined or discharged except for just cause and with due process. Due process requires that an employee is informed in writing of the reason(s) for the disciplinary action and is provided with an opportunity to respond to the proposed action prior to its implementation.

Section 3. An employee may request the presence of a representative during an investigatory interview which the employee believes may reasonably result in disciplinary action. It is understood that the employee may decline to answer any specific question during such an interview.

Section 4. Any employee charged by a client with improper behavior or with violating an agency rule or policy shall be deemed innocent until such time as sufficient evidence to the contrary has been presented. Any disciplinary action based on a client complaint may be appealed through the grievance procedure.

Section 5. Positions which are currently filled by bargaining unit members shall not be made into a job sharing position except by mutual agreement or until the position becomes vacant.

Section 6. Employees shall receive a copy of their current position description or class specification from Human Resources within five working days after Human Resources receives an oral request.

Section 7. An employee may obtain a copy of any document in his/her personnel file. An employee may place any relevant document in his/her personnel file.

Section 8. 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 9. Whenever performance appraisals are prepared, a copy of the results of the evaluation shall be transmitted to the employee. 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 grievance or a written rebuttal to the performance appraisal, the response shall be submitted within 15 working days of the receipt of the appraisal.

Section 10. 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.

Section 11. Letters of warning or reprimand shall be removed from the employee's personnel file after 12 months, unless the employee is formally disciplined within the 12-month period, or unless the material is applicable to a pending legal or quasi-legal proceeding. Letters of probation or suspension shall be removed from the employee's personnel file after 18 months, unless the employee is formally disciplined within the 18-month period, or unless the material is applicable to a pending legal or quasi-legal proceeding. In such cases, any disciplinary letters shall remain in the personnel file for at least one year from the date of the most recent formal disciplinary action, until the resolution of the pending legal or quasi-legal proceeding, or, in the case of probation or suspension, until the expiration of the original 18-month period, whichever longest. Materials which are related to client abuse, mistreatment or exploitation, shall become permanent contents of the employee's personnel file. Those older than 18 months may be used only in support of disciplinary actions related to client abuse, mistreatment or exploitation.

Section 12. Material shall not be placed in the personnel file of an employee which is not in conformity with this Article, nor shall such material be used in any subsequent evaluation or disciplinary proceeding involving the employee.

Section 13. Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.

Section 14. The Employer shall insure reasonable access to each employee an up-to-date policy manual of its rules, regulations, and policies on employment related matters. The Unit Supervisor shall provide information on new procedures within the unit prior to implementation.

Section 15. Any 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 16. During the term of this Agreement the Federation will be notified at least 60 days in advance of any Employer decision to contract out bargaining unit work. The effects of such contracting out shall be subject to negotiations prior to implementation.

Section 17. All vacant positions which require a background check shall include such requirement in the position announcement and specify any known type of background check. Information obtained as a result of a background check shall not be maintained in the employee's personnel file.

Section 18. Upon notification from the Federal Government of changes to federal systems requiring background checks of current employees, the Department shall provide notification to the Federation. Upon written request, the Department shall provide a list of affected members.

ARTICLE 21
SENIORITY AND LAYOFF

Section 1. Seniority means the total length of service in any position in the agency. For employees hired after October 1, 1996 seniority will be the total length of service in the bargaining unit. Seniority will only apply after an employee serves six months in a bargaining unit position. Adult protective service workers, selected home attendants, and support staff within Senior and Long Term Care Division that were hired prior to July 12, 1999 will have their seniority date set as their date of hire with the Agency.

Section 2. Seniority shall continue to accrue during all layoffs and approved leaves of absence not exceeding one year, except for Industrial Accident leave during which time an employee may accrue seniority for up to 18 months.

Section 3. Seniority and qualifications shall be the controlling factors in the selection of employees for layoff, transfer, transfer due to reorganization, or non-disciplinary demotion within each classification series.

Section 4. Any permanent employee subject to layoff shall be given 20 working days advance notice of the action.

Section 5. Any permanent employee subject to transfer or non-disciplinary demotion shall be given at least 15 working days advance notice of the action.

Section 6. No permanent employees shall be laid off or transferred while temporary or probationary employees with the same job skills and in the same geographic region are retained.

Section 7. The applications of employees with permanent status who are subject to layoff and are qualified to fill a vacancy or newly created position will be given preference for one year over other applications from outside the bargaining unit to the extent that the actions are not in conflict with law.

Section 8. Recall from layoff shall be in reverse order and by classification. In recalling employees, the Employer shall send a certified, return receipt letter to the last known address of the employee with a copy to the Federation. The letter shall state that failure to notify the Employer within 15 working days of his/her intent to return to work shall be limited to a period of one year following the date of layoff.

ARTICLE 22
JOB POSTING

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. The posting requirements of this Article will be waived when a position becomes open or otherwise vacant and a similar recruitment pool exists for the position within the same geographical area. In such cases the Employer reserves the right to utilize the pool for a period of 90 working days.

Subsection 1 The Employer shall regularly prepare and post information regarding vacant employment positions and newly created permanent employment positions in a reasonable manner and place to make such information available to members of the bargaining unit.

Subsection 2. The Employer will ensure that all 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. When a bargaining unit employee who has applied for an open position is not selected, he/she shall be entitled, upon request, to a written statement of the reasons why he/she was not selected.

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 this Article for at least seven calendar days.

Subsection 4. With the concurrence of the Federation, the posting requirements of this Article may be waived in situations where a bargaining unit employee is transferred or demoted for disciplinary reasons or for poor work performance or in situations where the assignment is the result of a grievance settlement between the Employer and the Federation.

Subsection 5. Management may waive the posting requirements of this Article to allow the lateral transfer of an employee. If two or more express interest, seniority shall be a factor in selection.

Section 2. For purposes of filling vacant positions within the bargaining unit, employees who apply for a position within the Bargaining Unit will be granted an interview when they meet the following two requirements; 1) the employee meets minimum qualifications and, 2) the employee signifies their membership within the bargaining unit during the application process by answering 'yes' to the question about membership. Interviews may be conducted in-person and/or over the phone.

ARTICLE 23
HEALTH AND SAFETY

Section 1. Both the Employer and the Federation affirm their commitment to cooperate in the maintenance of a safe and healthful working environment including open communication and ongoing training. In the event that an employee presents sufficient evidence of a hazardous work environment, the Employer agrees to take all necessary steps to insure the safety of the employee.

Section 2. The parties agree that mutual respect between and among managers, employees, coworkers and supervisors is integral to the efficient conduct of the functions of the Department. All employees are expected to follow Department policies, including the Employee Conduct Policy, the Non-Discrimination Policy, and the Harassment Policy.

Section 3. Any uniform, protective clothing, or other protective device required by the Employer shall be provided by the Employer.

Section 4. Upon request, the employer will provide a list of safety committees within each division represented by the Federation. The employer will notify the Federation of any new safety committees created within said divisions.

ARTICLE 24
USE OF PRIVATE AUTOMOBILE

Section 1. No employee shall be required to use their private automobile for the purpose of conducting state business if a state vehicle is readily available.

Section 2. Any employee who agrees to use their private automobile for the purpose of conducting state business shall be insured by the State in accordance with state policy for any secondary liability arising out of the official use of their private automobile.

Section 3. Employees who use their private automobile for state business shall receive actual odometer mileage in computing travel reimbursements.

ARTICLE 25
PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1. The existing programs shall continue in full force and effect in accordance with MCA Title 19, Chapter 3.

ARTICLE 26
PAYROLL DEDUCTIONS

Section 1. In addition to the monthly dues deductions authorized in Article 4 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 approved by the State Auditor.

ARTICLE 27
NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement, neither the Federation 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 29.

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

ARTICLE 28
SEVERABILITY

Section 1. In the event that any provision of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, 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. Either party may initiate negotiations on the provision declared invalid.

ARTICLE 29
TERM OF AGREEMENT

Section 1. This Agreement is effective as of the first day of July 2015, and shall remain in full force and effect through the 30th day of June, 2017.

Section 2. Should either party seek to modify this Agreement, it shall give written notice of such intention not less than 90 days prior to the expiration date of this Agreement. With mutual agreement, negotiations may commence at any time thereafter.

It is also agreed that the Employer and the Federation will begin pre-budget negotiations in sufficient time to permit adequate negotiations on economic matters.

Section 3. The Federation shall have the right to engage in concerted activities after December 31, 2016, for matters pertaining to wages and economic benefits in the 2017-2019 biennium.

Section 4. For specific groups of bargaining unit employees, by mutual agreement, the Federation and the Employer may enter into negotiations and agreements relative to Alternative Compensation Plans.

ARTICLE 30
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 Federation 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 the parties from commencing negotiations under Article 28, 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 Employer and its duly designated officials to promulgate and adhere to rules, regulations, directives, and orders from time-to-time as deemed necessary insofar as such rules, regulations, directives, and orders that affect the members of the bargaining unit covered by this Agreement are not inconsistent with the terms of this Agreement or with the laws of the State of Montana and Federal laws.

EXECUTED AND ENTERED INTO this 21st day of July 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: FEDERATION OF PUBLIC HEALTH &
HUMAN SERVCIES EMPLOYEES
LOCAL NO. 4573,
HEALTH AND HUMAN SERVICES
MEA-MFT, AFL-CIO

Jill Cohenour, Local 4573 President

Brian R. Ehli, MEA-MFT Field Consultant

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. If an employee is hired above the entry rate for the occupation the Federation shall be notified.

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.

Broadband Pay Schedule

Effective July 1, 2015 through June 30, 2017

	HOURLY		ANNUAL	
Pay Band	**Minimum Base Salary**	**Maximum Base Salary**	**Minimum Base Salary**	**Maximum Base Salary**
01	$7.800000	$13.527404	$16,224	$28,137
02	$7.800000	$18.898558	$16,224	$39,309
03	$8.345673	$26.218750	$17,359	$54,535
04	$8.560096	$34.334615	$17,805	$71,416
05	$10.895673	$41.003365	$22,663	$85,287
06	$14.114423	$56.308654	$29,358	$117,122
07	$19.382212	$85.900000	$40,315	$178,672
08	$29.350000	$83.019712	$61,048	$172,681
09	$44.285577	$137.481250	$92,114	$285,961

PAY SCHEDULES A – J

PAY SCHEDULE A
BUSINESS & FINANCIAL SERVICES DIVISION

Pay Band	Job Code	Title	Hourly Entry	Hourly Midpoint	Hourly Maximum	Annual Entry	Annual Midpoint	Annual Maximum
5	132115	Accountant	14.55	18.19	21.83	30,264.00	37,835.20	45,406.40
6	132116	Accountant	17.46	21.83	26.20	36,316.80	45,406.40	54,496.00
5	131215	Purchasing Agent	16.68	20.85	25.02	34,694.40	43,368.00	52,041.60
6	132316	Budget Analyst	20.89	26.11	31.33	43,451.20	54,308.80	65,166.40
5	132915	Financial Specialist	14.75	18.44	22.13	30,680.00	38,355.20	46,030.40
6	132916	Financial Specialist	17.70	22.13	26.56	36,816.00	46,030.40	55,244.80
7	132917	Financial Specialist	21.25	26.56	31.87	44,200.00	55,244.80	66,289.60
4	211234	Social Services Technician	12.34	15.43	18.52	25,667.20	32,094.40	38,521.60
3	433313	Accounting Technician	11.85	14.81	17.77	24,648.00	30,804.80	36,961.60
4	433314	Accounting Technician	14.22	17.77	21.32	29,577.60	36,961.60	44,345.60
2	435712	Shipping Receiving Clerk	10.86	13.58	16.30	22,588.80	28,246.40	33,904.00
3	435713	Shipping Receiving Clerk	13.04	16.30	19.56	27,123.20	33,904.00	40,684.80
2	439512	Mail Clerk	8.96	11.20	13.44	18,636.80	23,296.00	27,955.20
2	439612	Administrative Clerk	9.46	11.83	14.20	19,676.80	24,606.40	29,536.00

PAY SCHEDULE B
CHILD & FAMILY SERVICES DIVISION

Pay Band	Job Code	Title	Hourly Entry	Hourly Midpoint	Hourly Maximum	Annual Entry	Annual Midpoint	Annual Maximum
5	131415	Compliance Specialist	15.61	19.51	23.41	32,468.80	40,580.80	48,692.80
6	131416	Compliance Specialist	18.73	23.41	28.09	38,958.40	48,692.80	58,427.20
6	131756	Training Development Specialist	18.41	23.01	27.61	38,292.80	47,860.80	57,428.80
5	131895	Grants Contracts Coordinator	15.22	19.03	22.84	31,657.60	39,582.40	47,507.20
6	131916	Administrative Specialist	19.11	23.89	28.67	39,748.80	49,691.20	59,633.60
6	132316	Budget Analyst	20.89	26.11	31.33	43,451.20	54,308.80	65,166.40
5	151415	Computer Support Specialist	18.47	23.09	27.71	38,417.60	48,027.20	57,636.80
5	211215	Child Family Social Worker	13.08	16.35	19.62	27,206.40	34,008.00	40,809.60
5	211235	Social Services Specialist	14.82	18.52	22.22	30,825.60	38,521.60	46,217.60
6	211236	Human Services Specialist	16.15	20.19	24.23	33,592.00	41,995.20	50,398.40
3	433313	Accounting Technician	11.85	14.81	17.77	24,648.00	30,804.80	36,961.60
4	433314	Accounting Technician	14.22	17.77	21.32	29,577.60	36,961.60	44,345.60
3	436113	Administrative Assistant	11.46	14.32	17.18	23,836.80	29,785.60	35,734.40
2	439612	Administrative Clerk	9.46	11.83	14.20	19,676.80	24,606.40	29,536.00

PAY SCHEDULE C
CHILD SUPPORT ENFORCEMENT DIVISION

Pay Band	Job Code	Title	Hourly Entry	Hourly Midpoint	Hourly Maximum	Annual Entry	Annual Midpoint	Annual Maximum
6	131416	Compliance Specialist	18.73	23.41	28.09	38,958.40	48,692.80	58,427.20
6	131756	Training Development Specialist	18.41	23.01	27.61	38,292.80	47,860.80	57,428.80
5	131915	Administrative Specialist	15.92	19.90	23.88	33,113.60	41,392.00	49,670.40
6	131916	Administrative Specialist	19.11	23.89	28.67	39,748.80	49,691.20	59,633.60
5	151415	Computer Support Specialist	18.47	23.09	27.71	38,417.60	48,027.20	57,636.80
6	151416	Computer Support Specialist	22.17	27.71	33.25	46,113.60	57,636.80	69,160.00
5	151615	Database Analyst	20.00	25.00	30.00	41,600.00	52,000.00	62,400.00
4	151914	Data Control Tech	14.96	18.70	22.44	31,116.80	38,896.00	46,675.20
5	151915	Data Control Specialist	17.95	22.44	26.93	37,336.00	46,675.20	56,014.40
4	232114	Paralegal Legal Assistant	13.30	16.63	19.96	27,664.00	34,590.40	41,516.80
6	232116	Paralegal Legal Assistant	19.15	23.94	28.73	39,832.00	49,795.20	59,758.40
4	433114	Collections Technician	13.32	16.65	19.98	27,705.60	34,632.00	41,558.40
3	433313	Accounting Technician	11.85	14.81	17.77	24,648.00	30,804.80	36,961.60
4	433314	Accounting Technician	14.22	17.77	21.32	29,577.60	36,961.60	44,345.60
3	436113	Administrative Assistant	11.46	14.32	17.18	23,836.80	29,785.60	35,734.40
3	436413	Secretary	13.06	16.33	19.60	27,164.80	33,966.40	40,768.00
3	439813	Statistical Assistant	15.40	19.25	23.10	32,032.00	40,040.00	48,048.00

PAY SCHEDULE D
DIRECTOR'S OFFICE

Pay Band	Job Code	Title	Hourly Entry	Hourly Midpoint	Hourly Maximum	Annual Entry	Annual Midpoint	Annual Maximum
6	132316	Budget Analyst	20.89	26.11	31.33	43,451.20	54,308.80	65,166.40
6	211076	Social Services Manager	17.14	21.43	25.72	35,651.20	44,574.40	53,497.60
4	436114	Administrative Assistant	13.75	17.19	20.63	28,600.00	35,755.20	42,910.40

PAY SCHEDULE E
DISABILITY TRANSITIONS PROGRAMS
(Includes Disability Determination Services Bureau)

Pay Band	Job Code	Title	Hourly Minimum	Hourly Midpoint	Hourly Maximum	Annual Minimum	Annual Midpoint	Annual Maximum
6	131236	Program Specialist	19.78	24.72	29.66	41,142.40	51,417.60	61,692.80
6	131316	Insurance Claims Examiner Trainee	16.32	N/A	17.48	33,945.60	N/A	36,358.40
6	131316	Insurance Claims Examiner	18.65	23.31	27.97	38,792.00	48,484.80	58,177.60
?6	131416	Compliance Specialist	18.73	23.41	28.09	38,958.40	48,692.80	58,427.20
6	131816	Management Analyst	20.38	25.48	30.58	42,390.40	52,998.40	63,606.40
6	132316	Budget Analyst	20.89	26.11	31.33	43,451.20	54,308.80	65,166.40
5	151215	Computer Programmer	16.51	20.64	24.77	34,340.80	42,931.20	51,521.60
6	151716	Network Administrator	20.46	25.57	30.68	42,556.80	53,185.60	63,814.40
4	151914	Data Control Technician	14.96	18.70	22.44	31,116.80	38,896.00	46,675.20
6	193516	Planner	23.00	28.75	34.50	47,840.00	59,800.00	71,760.00
5	211195	Rehabilitation Counselor	13.14	16.42	19.70	27,331.20	34,153.60	40,976.00
6	211196	Rehabilitation Counselor	15.77	19.71	23.65	32,801.60	40,996.80	49,192.00
5	211235	Social Services Specialist	14.82	18.52	22.22	30,825.60	38,521.60	46,217.60
6	211236	Human Services Specialist	16.15	20.19	24.23	33,592.00	41,995.20	50,398.40
5	273315	Public Relations Specialist	15.38	19.22	23.06	31,990.40	39,977.60	47,964.80
4	433314	Accounting Technician	14.22	17.77	21.32	29,577.60	36,961.60	44,345.60
3	436113	Administrative Assistant	11.46	14.32	17.18	23,836.80	29,785.60	35,734.40
4	436114	Administrative Assistant	13.75	17.19	20.63	28,600.00	35,755.20	42,910.40
3	436413	Secretary	13.06	16.33	19.60	27,164.80	33,966.40	40,768.00
2	439612	Administrative Clerk	9.46	11.83	14.20	19,676.80	24,606.40	29,536.00
4	492234	Communications Technician	15.82	19.77	23.72	32,905.60	41,121.60	49,337.60

PAY SCHEDULE F
HUMAN AND COMMUNITY SERVICES DIVISION

Pay Band	Job Code	Title	Hourly Entry	Hourly Midpoint	Hourly Maximum	Annual Entry	Annual Midpoint	Annual Maximum
5	131415	Compliance Specialist	15.61	19.51	23.41	32,468.80	40,580.80	48,692.80
6	131416	Compliance Specialist	18.73	23.41	28.09	38,958.40	48,692.80	58,427.20
6	131816	Management Analyst	20.38	25.48	30.58	43,326.40	52,998.40	63,606.40
5	131895	Grants Contracts Coordinator	15.22	19.03	22.84	31,675.60	39,582.40	47,507.20
6	131896	Grants Contracts Coordinator	18.27	22.84	27.41	38,001.60	47,507.20	57,012.80
6	132136	Auditor	20.28	25.35	30.42	42,182.40	52,728.00	63,273.60
6	211236	Human Services Specialist	16.15	20.19	24.23	33,592.00	41,995.20	50,398.40
4	433314	Accounting Technician	14.22	17.77	21.32	29,577.60	36,961.60	44,345.60
3	434653	Eligibility Assistant	13.22	16.52	19.82	27,497.60	34,361.60	41,225.60
4	436114	Administrative Assistant	13.75	17.19	20.63	28,600.00	35,755.20	42,910.40
4	436154	Compliance Technician	14.86	18.58	22.30	30,908.80	38,646.40	46,384.00
2	439612	Administrative Clerk	9.46	11.83	14.20	19,676.80	24,606.40	29,536.00

PAY SCHEDULE G
PUBLIC HEALTH & SAFETY DIVISION

Pay Band	Job Code	Title	Hourly Entry	Hourly Midpoint	Hourly Maximum	Annual Entry	Annual Midpoint	Annual Maximum
6	131416	Compliance Specialist	18.73	23.41	28.09	38,958.40	48,692.80	58,427.20
5	132115	Accountant	14.55	18.19	21.83	30,264.00	37,835.20	45,406.40
4	151914	Data Control Tech	14.96	18.70	22.44	31,116.80	38,896.00	46,675.20
6	152316	Operations Research Analyst	21.86	27.33	32.80	45,468.80	56,846.40	68,224.00
6	192316	Chemist	19.02	23.77	28.52	39,561.60	49,441.60	59,321.60
6	211616	Health Education Specialist	17.00	21.25	25.50	35,360.00	44,200.00	53,040.00
7	211617	Health Education Specialist	20.40	25.50	30.60	42,432.00	53,040.00	63,648.00
6	292116	Clinical Lab Technologist	19.28	24.10	28.92	40,102.40	50,128.00	60,153.60
3	292133	Clinical Lab Technician	11.26	14.08	16.90	23,420.80	29,286.40	35,152.00
4	433614	Purchasing Technician	14.54	18.18	21.82	30,243.20	37,814.40	45,385.60
3	436113	Administrative Assistant	11.46	14.32	17.18	23,836.80	29,785.60	35,734.40
4	436114	Administrative Assistant	13.75	17.19	20.63	28,600.00	35,755.20	42,910.40
2	439612	Administrative Clerk	9.46	11.83	14.20	19,676.80	24,606.40	29,536.00

PAY SCHEDULE H
SENIOR LONG-TERM CARE DIVISION

Pay Band	Job Code	Title	Hourly Entry	Hourly Midpoint	Hourly Maximum	Annual Entry	Annual Midpoint	Annual Maximum
6	211216	Child Family Social Worker	15.70	19.62	23.54	32,656.00	40.809.60	48,963.20
6	211236	Human Services Specialist	16.15	20.19	24.23	33,592.00	41,995.20	50,398.40
3	436113	Administrative Assistant	11.46	17.18	25.02	23,836.80	29,875.60	35,734.40

PAY SCHEDULE I
TECHNOLOGY SERVICES DIVISION

Pay Band	Job Code	Title	Hourly Entry	Hourly Midpoint	Hourly Maximum	Annual Entry	Annual Midpoint	Annual Maximum
7	131857	Project Facilitation Specialist	26.14	32.68	39.22	54,371.20	67,974.40	81,577.60
5	132915	Financial Specialist	14.75	18.44	22.13	30,680.00	38,355.20	46,030.40
6	132916	Financial Specialist	17.70	22.13	26.56	36,816.40	46,030.40	55,244.80
7	132917	Financial Specialist	21.25	26.56	31.87	44,200.00	55,244.80	66,289.60
5	151215	Computer Programmer	16.51	20.64	24.77	34,340.80	42,931.20	51,521.60
6	151216	Computer Programmer	19.82	24.77	29.72	41,225.60	51,521.60	61,817.60
6	151316	Computer Systems Engineer	25.64	31.83	37.84	53,331.20	66,206.40	78,707.20
6	151336	Computer Application Engineer	25.02	31.27	37.52	52,041.60	65,041.60	78,041.60
7	151337	Computer Application Engineer	30.02	37.53	45.04	62,441.60	78,062.40	93,683.20
5	151415	Computer Support Specialist	18.47	23.09	27.71	38,417.60	48,027.20	57,636.80
6	151416	Computer Support Specialist	22.17	27.71	33.25	46,113.60	57,636.80	69,160.00
6	151516	Computer Systems Analyst	22.60	28.25	33.90	47,008.00	58,760.00	70,512.00
6	151616	Database Analyst	24.00	30.00	36.00	49,920.00	62,400.00	74,880.00
6	151716	Network Administrato r	20.46	25.57	30.68	42,556.80	53,185.60	63,814.40
5	151735	Computer Security Analyst	17.10	21.37	25.64	35,568.00	44,449.60	53,331.20
6	151816	Network Systems Analyst	22.70	28.37	34.04	47,216.00	59,009.60	70,803.20
5	131895	Grants Contracts Coordinator	15.22	19.03	22.84	31,675.60	39,582.40	47,507.20
6	211236	Human Services Specialist	16.15	20.19	24.23	33,592.00	41,995.20	50,398.40

PAY SCHEDULE J
BLUE COLLAR PAY PLAN

Grade	**Fiscal 2016**	**Fiscal 2017**
	(Jan. 15, 2016)	(Jan. 15, 2017)
B1	16.999	17.499
B2	17.461	17.961
B3	17.923	18.423
B4	18.385	18.885
B5	18.847	19.347
B6	19.309	19.809
B7	19.771	20.271
B8	20.234	20.734
B9	20.696	21.196
B10	21.158	21.658
B11	21.62	22.12
B12	22.082	22.582
B13	22.544	23.044
B14	23.006	23.506

TABLE OF CONTENTS

ARTICLE 1 RECOGNITION 2
ARTICLE 2 FEDERATION RIGHTS 2
ARTICLE 3 MANAGEMENT RIGHTS 4
ARTICLE 4 FEDERATION SECURITY 4
ARTICLE 5 NON-DISCRIMINATION 5
ARTICLE 6 LABOR-MANAGEMENT RELATIONS COMMITTEE 5
ARTICLE 7 PAY AND HOURS 6
ARTICLE 9 OVERTIME AND COMPENSATORY TIME 8
ARTICLE 10 HOLIDAYS 10
ARTICLE 11 ANNUAL LEAVE 11
ARTICLE 12 SICK LEAVE 12
ARTICLE 13 MATERNITY LEAVE 13
ARTICLE 14 JURY AND WITNESS DUTY 14
ARTICLE 15 MILITARY LEAVE 14
ARTICLE 16 EDUCATIONAL LEAVE 14
ARTICLE 17 LEAVE WITHOUT PAY 15
ARTICLE 18 INDUSTRIAL ACCIDENT BENEFITS 15
ARTICLE 19 GRIEVANCES AND ARBITRATION 15
ARTICLE 20 EMPLOYEE RIGHTS 17
ARTICLE 21 SENIORITY AND LAYOFF 20
ARTICLE 22 JOB POSTING 21
ARTICLE 23 HEALTH AND SAFETY 22
ARTICLE 24 USE OF PRIVATE AUTOMOBILE 22
ARTICLE 25 PUBLIC EMPLOYEES RETIREMENT SYSTEM 22
ARTICLE 26 PAYROLL DEDUCTIONS 23
ARTICLE 27 NO STRIKE/NO LOCKOUT 23
ARTICLE 28 SEVERABILITY 23
ARTICLE 29 TERM OF AGREEMENT 23
ARTICLE 30 ENTIRE AGREEMENT 24
ADDENDUM A Broadband Pay Plan Provisions 25
PAY SCHEDULES A – J 27