

**DEPARTMENT OF LABOR AND INDUSTRY**  
**SUPPLEMENTAL AGREEMENT TO THE MPEA MASTER CONTRACT**  
**MASTER CONTRACT AMENDMENTS**

NOTE - Where specific Article and Section references appear, the language, which follows, modifies MPEA Master Contract language. All other supplemental section language is unique to the Department of Labor and Industry.

**ARTICLE 1. - RECOGNITION**

Supplemental Section - BARGAINING UNIT

This supplement covers those employees who have been included in the bargaining unit #38 at the Department of Labor and Industry.

**ARTICLE 2. - ASSOCIATION RIGHTS**

Supplemental section - REPRESENTATION

- a) With management's permission designated chapter representatives will be allowed reasonable paid time to work on bargaining unit matters including but not limited to grievance processing and association information dissemination. The association agrees to notify management of who the designated chapter representatives are.
- b) Rest breaks and meal periods are duty free times and during those times the Employer may not restrict an employee from leaving the work site.

**ARTICLE 7 - PAY AND HOURS**

Supplemental Section - STAGGERED SHIFTS

Employees may, with supervisory approval, work staggered shifts or other flexible schedules. Further, employees may, with supervisory approval, be allowed to alter their workweek so that it consists of four (4) ten hour days. Such may not cause an undue burden on the Employer's operation. The Employer agrees not to circumvent this provision by arbitrarily refusing to the arrangement of flexible schedules.

## **ARTICLE 10 - LEAVES**

### **Supplemental Section - PARENTAL LEAVE**

As provided by the Family and Medical Leave Act, eligible employees will be allowed up to twelve weeks of leave in a twelve-month period for the birth or placement of a child for adoption or foster care. The use of accrued sick leave for more than six weeks by a birth mother requires medical certification of disability. Birth fathers and adoptive parents are limited to three weeks of accrued sick leave and may additionally request to use annual leave, compensatory time or leave without pay for a total of up to twelve weeks. When children are placed in foster care, parents may request to charge such leave to annual leave, compensatory time or leave without pay. When leave is foreseeable, the employee must provide the Employer with thirty (30) days' advance notice.

Birth mothers who are not eligible for Family and Medical Leave Act benefits will be allowed reasonable maternity leave upon application in addition to leave granted as disability leave. Employees may request to charge such maternity leave to annual leave, compensatory time or leave without pay. Such additional leave may not cause an undue burden on the Employer's operation. Birth fathers or adoptive parents who are not eligible for Family and Medical Leave Act benefits are entitled to up to three (3) weeks leave. Employees may request to charge such leave to sick leave, annual leave, compensatory time or leave without pay.

## **ARTICLE 10 - LEAVES**

### **(Section 2, Subsection 4)**

### **Supplemental Section - DOCTOR'S EXCUSES**

In the event that the Employer requires an employee to obtain a doctor's certificate through a doctor of the Employer's choice to substantiate a medical condition, the Employer shall provide the employee with a choice of physicians where possible and shall bear the cost of such examination.

## **ARTICLE 12 - JOB SECURITY**

### **(Section 1.)**

### **Supplemental Section - PROBATIONARY PERIOD**

The probationary period may be extended up to an additional six months upon agreement between the employer and the employee.

### Supplemental Section - TRIAL PERIOD

An employee who laterally transfers or is promoted may be required to serve a trial period of up to six months. The employee who does not satisfactorily complete the trial period shall be returned to their former position, if available, or to a similar position at the same grade.

### Supplemental Section - MANAGEMENT SUPPORT OF EMPLOYEES

Any time an employee is suspected of wrong doing, including infractions of policy, rule, regulation or law, the employee shall have the allegations presented to them by a management representative and shall be shown any written complaints or charges. Prior to forming opinions about the validity of the allegations, and before taking disciplinary action (beyond informal counseling), management will consider the employee's response.

If (after considering the employee's response) management believes the allegations are valid and takes formal disciplinary action, the action shall be subject to the grievance procedure.

## **ARTICLE 13 - SENIORITY**

### (Section 4.)

### Supplemental Section - LAYOFF

Qualifications, seniority and capabilities shall be the controlling factors in selection of employees for layoff among positions of the same class code within a geographic location. For the purposes of layoff capabilities will be measured through the new Performance Appraisal system instead of the previous Reduction in Force (RIF) tool. Seniority and qualifications will continue to be measured in the same manner.

For the purposes of this section all positions within the administrative support series will be combined as a single group. The Employment Services Specialist series, including Employment Counselors will also be combined as a single group.

For the purposes of this section, geographic location will be as follows:

Each local Workforce Center will be considered a separate geographic location under one manager. Example: The Palmer office and 3<sup>rd</sup> street office in Missoula are considered separate Workforce Service Centers.

Here is a complete list of the Workforce Service Division Workforce Service Centers:

Bitterroot	Missoula 3 <sup>rd</sup> Street	Missoula Palmer	Thompson Falls
Polson	Kalispell	Libby	Dillon
Anaconda	Butte	Helena	Bozeman

Miles City  
Shelby  
Billings  
Sidney

Great Falls  
Lewistown  
Livingston

Havre  
Glendive  
Wolf Point

Cut Bank  
Poplar  
Glasgow

Workforce Service Division, central office will be considered a separate geographic location.

The Research and Analysis Bureau of the Workforce Service Division will be considered a separate geographic location.

Workforce Service Division will be considered a separate geographic location.  
UI Division will be considered a separate geographic location.

The Employment Relations Division will be considered a separate geographic location.

### **ARTICLE 13 - SENIORITY** (Section 6.)

#### Supplemental Section - PROTECTIONS

No permanent employee shall be laid off while a temporary employee in the same skill is retained. For the purposes of this section, skill shall be defined as qualifications and capabilities.

No permanent employee shall be laid off while a probationary employee in the same grade and class code is retained.

For the purposes of this supplemental section, each local Workforce Service Center will be considered a separate geographic location. The rest of the Department of Labor and industry will be considered a separate geographic location.

#### Supplemental Section - RE-EMPLOYMENT RIGHTS

The application of employees with permanent status laid off or subject to layoff who are qualified to fill a vacancy or newly created position will be given preference over other equally qualified applicants. These rights shall be limited to two (2) years from the date of layoff.

## **ARTICLE 14 - VACANCIES AND PROMOTIONS**

### Supplemental Section - SELECTION

The Employer will fill vacancies through an agency competitive or open competitive procedure. The employer will make a good faith effort to fill all permanent bargaining unit positions with current bargaining unit members. Bargaining unit members will receive a preference under Article 13, Section 3 of the MPEA master contract. The employer agrees that the weights assigned to qualifications, capabilities, and seniority will be posted on the vacancy announcement and that the weights will be assigned consistently for similar positions with similar duties.

Qualifications will normally be measured through an evaluation of quality of relevant education and experience as demonstrated through the application and application supplement or other written materials. Capabilities will normally be measured through some combination of the following: a structured interview, job-related performance examinations, reference checks, and performance appraisal information. In the selection process performance evaluations will not be used to compare one applicant with another but used to substantiate other information obtained through the process. In the given applicant pool seniority, qualifications, and capabilities will be measured in the same fashion. All vacancies will be posted for a minimum of seven working days.

## **ARTICLE 15 - RATINGS AND WARNINGS**

### (Section 1)

### Supplemental Section - POSITION DESCRIPTIONS

The Employer will work with existing employees to insure that the employees will have opportunities to give input on any changes in their position descriptions. If requested an employee will be provided with a copy of their current position description.

## **INDEPENDENT SUPPLEMENTAL LANGUAGE**

### Supplemental Section - LABOR MANAGEMENT COOPERATION COMMITTEE

There shall be a Labor Management Cooperation Committee, which will operate under the protocols, which have been adopted by that committee. Those protocols, which have been adopted, are attached as Addendum A. Protocols under Addendum A may be modified at any time by the committee.

### Supplemental Section - REASSIGNMENT

The Employer has authority to reassign employees within job assignments at the same office location. The employer will discuss the reason for the reassignment prior to the starting time and if requested will provide the employee with a written explanation of the reason for the reassignment, if the reassignment will last more than one month. Reassignment will be based solely on work related needs. Except in emergency situations the Employer will provide the appropriate orientation prior to reassignment.

Where there are specific job related needs, the employer may designate a specific employee for reassignment. In those cases where the reassignment is involuntary, the employee may elect to return to the former position or a like position after two years when such a position is available. If there is no need to reassign a specific individual the Employer will seek volunteers before making the reassignment.

### Supplemental Section - TRANSFER

Transfer means reassignment to another community outside the local office service area or the central office. Service areas with multiple locations in the same community are considered one local office, if managed by one manager.

If two offices are established in a local service area (community) and a transfer is needed, or a transfer is needed between two communities, the following criteria will be followed:

1. Qualified volunteers will be sought.
2. The most junior qualified employee will be assigned if qualified volunteers are not forthcoming.
3. Ten days notice will be given, unless otherwise agreeable. However, in cases where funding is eliminated or unusual circumstances prevail, transfers may be made on a more immediate basis.
4. The promotional policy as agreed will be followed in cases of lateral transfers within the Division.

When qualified volunteers or the most junior qualified employees do not meet the Employer's specific needs, and the Employer wishes to transfer a specific employee, the following criteria will apply:

1. The Employer will present the selected employee and the local Montana Public Employees Association representative with written justification for the transfer. If

the employee accepts the transfer, the remainder of the procedure may not be followed.

2. If the employee does not wish to transfer voluntarily, the Employer will reconsider its need to transfer that specific employee giving due consideration to the employee's reasons for refusing.
3. If the Employer reaffirms its original transfer decision, a meeting will be held with the affected employee and a Montana Public Employees Association staff member (or other representative of the employee's choice), and the Division Administrator in an attempt to reconcile the employee's concerns and insure that the transfer is necessary for the specific needs of the Employer.

#### Supplemental Section - EDUCATION AND TRAINING

The Employer shall make a good faith effort to provide education and training to all bargaining unit employees. Training required to maintain or improve skills for the employees current position will be scheduled during paid time. All cost relating to this required training will be paid by the Employer. Employees will have input when identifying individual training needs and in establishing an individual educational and/or training plan. If a request for education or training is denied, the Employer will document in writing the reason for such denial.

#### Supplemental Section - JOB SHARING

A current employee may request to alter his/her position to a job-shared position. If the Employer agrees to the request, the other half of the position will first be offered in-house and then to laid off unit members. If one half of a job-shared position becomes vacant, it will first be offered to the other half-time employee on a full-time basis. If that employee declines the full-time position, the half position will be offered first in-house and then to laid off unit members.

If the current job-sharing employee does not want the position on a full-time basis, and if the position is unable to be filled either in-house or with laid off bargaining unit members, the Employer may recruit externally. If external recruitment is necessary, the Employer agrees that the half position will only be filled using a competitive selection process.

#### Supplemental Section - TRAVEL ADVANCES

Employees are entitled to a one-month travel advance, provided the request is made in a timely manner, and is justified.

Supplemental Section - Temporary Positions

Any permanent employee covered by this agreement who is selected and voluntarily accepts a temporary position for up to one year may, with prior management approval, revert back to his/her former position when the temporary position is ended.

Furthermore, in these cases if an employee is selected to temporarily fill a vacancy at a higher occupational job title covered by this agreement, she/he shall be paid at the higher salary range with the exact rate of temporary pay according to the IBP placement in the higher salary range. Upon return to the former position the employee shall receive their former pay, plus any regularly scheduled pay adjustments.

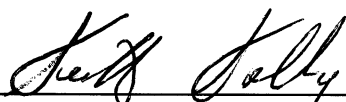
Supplemental Section – Broadband Pay Plan

The attached Broadband Pay Plan shall be implemented upon ratification of the contract.

DATED this 3<sup>rd</sup> day of Sept 2009

FOR: THE STATE OF MONTANA:

FOR: MONTANA PUBLIC EMPLOYEES  
ASSOCIATION:



Keith Kelly, Commissioner  
Department of Labor and Industry



Quinton Nyman  
Executive Director



Paula Stoll, Administrator  
State Human Resources Division



Bargaining Representative