

**SUPPLEMENTAL TO MPEA MASTER AGREEMENT  
THE OFFICE OF PUBLIC ASSISTANCE EMPLOYEES EMPLOYED BY  
THE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
REPRESENTED BY MPEA**

A. USE OF PRIVATE AUTO

The following provisions shall apply to bargaining unit members:

1. For employees who were employed as of June 30, 1981, the following shall apply:
  - a. If an employee is currently using his/her own car for business use, but desires to discontinue such use in the future, Management shall make a good faith effort to reassign the duties of subject employee so that such use is not necessary.
  - b. If an employee is currently using his/her own car for business use but becomes unable to do so in the future, Management shall make a good faith effort to reassign the duties of subject employee so that such use is not necessary.
  - c. If an employee is not currently using his/her own car for business use, and becomes unable to do so in the future, Management shall not reassign subject employee's duties to make such use necessary.
2. For employees who are hired after June 30, 1981, the following shall apply:
  - a. If an individual is to be hired into a position that requires use of his/her own car for business use, subject employee shall be told of such requirement.
  - b. Management will make a good faith effort to treat new employees in accordance with A and B in Section 1.
  - c. If an individual is to be hired into a position that does not require use of his/her own car for business, and Management does not inform the subject employee of the potential need for such use, but later requires such use, the provisions of Section 1 above shall apply.
3. It is understood that the execution of any of the above shall be subject to the grievance procedure.

B. 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.

C. 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.

D. GRIEVANCE PROCEDURE

As per Addendum B of the Master Agreement, grievances filed at Step 1 of the grievance procedure shall be filed with the County Welfare Director and grievances filed at Step 2 of the grievance procedure shall be filed with the Public Assistance Bureau Chief.

E. REST BREAKS

Employees shall receive a 15 minute duty free rest break for each four hours worked. Rest breaks shall not be cumulative nor used to start work late, extend lunch, or leave early.

F. 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 DPHHS policy. The transfer of the employee must be management initiated.

G. VACANCIES AND PROMOTIONS

Management may determine whether internal or external recruitment will be used. When external recruitment occurs, bargaining unit employees will be offered an interview for a vacant bargaining unit position for which they meet minimum qualifications regardless of their ranking on the applicant-rating list.

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.

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

H. WORK DAY/WORK WEEK

Employees attending workshops or training shall have their comp time and overtime considered on a 40-hour workweek basis, rather than an 8-hour work day, for that week in which the training or workshop is scheduled.

In each case the provisions of Article 8, Sections (4) and (5) of the Master Agreement shall apply. The Employer and the employee shall arrange for the taking of such compensatory time by mutual agreement, and the Employer will insure that the subject employee(s) shall be allowed to take such compensatory time within the 40-hour workweek.

I. JOB PROTECTION

A supervisor or administrator may assist in performing or perform tasks normally considered to be duties of bargaining unit members, however, this shall not be done on a regularly scheduled basis.

J. 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 Committee may be 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.

To facilitate attendance at Statewide Labor Management Committee meetings, management agrees to authorize payment of per diem for five people four times each calendar year for attendance at such meetings. The parties agree that Labor Management Committee members are encouraged to car pool, using a state car, if available, for travel to and from Statewide LMC meetings. MPEA will arrange for MPEA participant travel when a state car is not available. The MPEA will be responsible for MPEA participant LMC lodging.

K. JOB SHARING

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.

L. LAYOFF

Section 1. Seniority and qualifications shall be the controlling factors in the selection of employees for layoff, transfer, or non-disciplinary demotion within each occupational job title . There are no bumping rights.

Section 2. Employees with permanent status who are scheduled for a layoff and are qualified to fill a vacancy at the same or lower pay band and who have a satisfactory job record as determined by the two (2) most recent performance evaluations will be offered the vacant position. A refusal of an offered position shall constitute a waiver of the benefit granted herein. Once an employee is laid off, the provisions of Article 13, Section 5 shall prevail. Management retains the right to determine when/if a vacant position will be filled and is not required to fill any vacant position in order to offer it to an employee who is scheduled for layoff.

Section 3. As per Article 13 of the Master Agreement, geographical locations shall mean each County Welfare Department. In a county combination, where services would be curtailed in a smaller county because of layoff by seniority within a class series, the least senior employee remaining in the unit in the affected class will be reassigned to the smaller county. Each County Office is distinct and layoffs will be implemented within the County Office only.

L. TRAINING

The Employer shall provide on a timely basis information on new rules, policies or laws and if necessary will provide appropriate training on matters which directly affect the employees. Employees will not be held accountable for errors that occur as a direct result of untimely training or lack of training.

M. ALTERNATE WORK SCHEDULES

Alternate work schedules (flex time and staggered shifts) may be arranged by mutual agreement between the employee and the Employer.

N. 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.

The probationary period shall last for six (6) months. 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 without recourse to the grievance procedure.

Extension of Probationary Period. The Association agrees that a probationary period may be extended for 90 days. Management will notify the employee and the union with the justification for extending the probationary period. A probationary period may be extended for the following circumstances:

1. additional training is required of the employee;
2. emergency situation has required the employee to be absent from the position;
3. changes in supervisory status has prevented ample opportunity for assessment.

O. DPHHS Personnel office will work with providers to ensure all employee requests for retirement and other benefit information are accommodated. Employees wishing to utilize health screenings may be granted use of sick leave up to 8 hours to attend the screening in the closest proximity, if not available in their office location.

P. Annual leave which is requested for a minimum of one week or greater at least 20 calendar days in advance shall be approved or denied within 7 calendar days. If the employee has not received a response within the 7 calendar days, they may contact the Field Manager who will resolve the issue within 3 calendar days. Reasons for denial of annual leave shall be provided to the employee in writing.

Emergency and other leaves requested with less notice will be handled on a case-by-case basis.

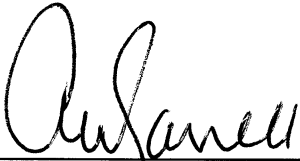
Q. TERM OF AGREEMENT

This agreement and the attached Addendum A shall be effective as of the 1st day of July 2009, and shall remain in full force and effect through the 30th day of June 2011.


ENTERED AND EXECUTED THIS 3rd day of Sept 2009

FOR: THE STATE OF MONTANA

FOR: MONTANA PUBLIC EMPLOYEES ASSOCIATION, INC.



Anna Whiting Sorrel, Director  
Department of Public Health and  
Human Services



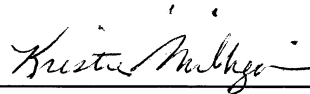
Quinton E. Nyman, Executive Director  
Montana Public Employees Association



Paula Stoll, Chief  
State Office of Labor Relations



Raymond Berg, Field Representative  
Montana Public Employees Association



Kristie Milligan, Chapter Representative  
Montana Public Employees Association

**ADDENDUM A  
BROADBAND PAY PLAN  
MPEA – Office of Public Assistance**

This addendum represents the parties' complete agreement for the 2009-2011 contract term concerning the placement, adjustment, and progression of bargaining unit employees' pay under the broadband pay plan prescribed by Section 2-18-303, MCA.

**Section 1. Pay ranges.** The following pay ranges are for bargaining unit positions represented by the Association:

<b>Band</b>	<b>Title</b>	<b>Hourly Entry</b>	<b>Hourly Market</b>	<b>Hourly Maximum</b>	<b>Annual Entry</b>	<b>Annual Market</b>	<b>Annual Maximum</b>
3	Eligibility Assistant I	\$10.81	\$12.83	\$15.40	\$22,476	\$26,690	\$32,028
3	Eligibility Assistant II	\$10.81	\$13.51	\$16.21	\$22,476	\$28,095	\$33,714
4	Social Services Technician	\$11.46	\$14.33	\$17.20	\$23,846	\$29,807	\$35,769
5	Social Services Specialist	\$13.75	\$17.20	\$20.64	\$28,615	\$35,769	\$42,922

**Section 2. Effective date.** The effective date for the occupational pay ranges shall be July 1, 2007. Employees below the entry level on the effective date will receive a pay adjustment to entry retroactive to July 1, 2007.

**Section 3. 2009-11 Pay.** All full-time employees whose base pay is \$45,000 or less will receive a one-time lump-sum payment of \$450 for the first full pay period after July 1, 2009. All part-time employees who are regularly schedule to work 20 hours or more per week and whose base pay is \$21.635 per hour or less will receive a one-time lump-sum payment of \$225 for the first full pay period after July 1, 2009.

**Section 4. Longevity.** All of the calculations are base rates and not inclusive of longevity.

**Section 5. 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 County Director, 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; PAB's ability to pay; and the competitive labor market with notification to the union.

**Section 6. Training assignments.** The County Director 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 7. Secondary Language Differential .** Employees who elect and meet the agency criteria for the secondary language program will receive an incentive of 1% (one percent) of their base pay rate. Should the employee choose to no longer provide this service or should the employer deem this service is no longer needed , the 1% will be removed.

**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 to address difficulties in recruitment and retention. All strategic pay adjustments require prior approval of the Director of DPHHS . The union will receive notification of all strategic pay adjustments.

**Section 9. Situational pay.** Situational pay may be awarded based on unusual or unexpected circumstances that occur regarding vacancies, additional workload, special projects on a temporary bases, or serving in an acting lead worker or supervisory capacity. The Department may consider situational pay on a case-by-case basis. The union will receive notification of all situational pay adjustments.

**Section 10. Future Broadband Pay Plan Options.** It is understood future Pay Plan options will need to be negotiated. Such options include but are not limited to: Market-based pay, Competency-based pay and Results-based pay.  
Pay.