### 2025 - 2027

### **COLLECTIVE BARGAINING AGREEMENT**

#### between the

## THE STATE OF MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

and the

FEDERATION OF PUBLIC HEALTH & HUMAN SERVICE EMPLOYEES Local No. 4573, MFPE, AFL-CIO

#### **TABLE OF CONTENTS**

PREAMBLE	3
ARTICLE 1. RECOGNITION	3
ARTICLE 2. FEDERATION RIGHTS	3
ARTICLE 3. MANAGEMENT RIGHTS	5
ARTICLE 4. FEDERATION SECURITY	5
ARTICLE 5. NON-DISCRIMINATION	6
ARTICLE 6. LABOR-MANAGEMENT RELATIONS COMMITTEE	6
ARTICLE 7. PAY AND HOURS	6
ARTICLE 8. INSURANCE	9
ARTICLE 9. OVERTIME AND COMPENSATORY TIME	10
ARTICLE 10. HOLIDAYS	11
ARTICLE 11. ANNUAL LEAVE	12
ARTICLE 12. SICK LEAVE	13
ARTICLE 13. MATERNITY AND PARENTAL LEAVE	15
ARTICLE 14. JURY DUTY AND WITNESS LEAVE	15
ARTICLE 15. MILITARY LEAVE	15
ARTICLE 16. EDUCATIONAL LEAVE	15
ARTICLE 17. LEAVE WITHOUT PAY	15
ARTICLE 18. WORKERS' COMPENSATION AND RETURN TO WORK	16
ARTICLE 19. GRIEVANCES AND ARBITRATION	16
ARTICLE 20. EMPLOYEE RIGHTS	19
ARTICLE 21. SENIORITY AND LAYOFF	21
ARTICLE 22. JOB POSTING	22
ARTICLE 23. HEALTH AND SAFETY	23
ARTICLE 24. USE OF PRIVATE AUTOMOBILE	23
ARTICLE 25. PUBLIC EMPLOYEES RETIREMENT SYSTEM	23
ARTICLE 26. PAYROLL DEDUCTIONS	24
ARTICLE 27. NO STRIKE/NO LOCKOUT	24
ARTICLE 28. SEVERABILITY	24
ARTICLE 29. TERM OF AGREEMENT	24
ARTICLE 30. ENTIRE AGREEMENT	25
ADDENDUM A. BROADBAND PAY PLAN PROVISIONS	
PAY SCHEDULE A	27
PAY SCHEDULE B. BLUE COLLAR PAY PLAN	31

# COLLECTIVE BARGAINING AGREEMENT between the STATE OF MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES and the FEDERATION OF PUBLIC HEALTH & HUMAN SERVICE EMPLOYEES Local No. 4573, MFPE, AFL-CIO

#### **PREAMBLE**

THIS AGREEMENT is made between the State of Montana, hereinafter referred to as the "Employer," and the Federation of Public Health and Human Service Employees, Local No. 4573, MFPE, 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 a basic and complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. It is an essential public service, which vitally affects health, safety, comfort, and general well-being of the public, and both parties recognize the need for continuous and reliable service to the public.

## ARTICLE 1. RECOGNITION

<u>Section 1.</u> 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, except management officials, supervisory employees, confidential employees, and temporary or seasonal employees.

<u>Section 2.</u> 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

<u>Section 1.</u> 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.

<u>Section 2.</u> 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.

<u>Section 3.</u> 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.

<u>Section 4.</u> 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.

<u>Section 5.</u> The Employer shall ensure 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.

<u>Section 6.</u> 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.

<u>Section 7.</u> 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.

<u>Section 8.</u> 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.

<u>Section 9.</u> 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.

<u>Section 11.</u> The Employer shall allow a maximum of 24 employees release time for Federation members to attend the MFPE Annual Conference with prior management approval for time off. The President of the Local shall submit the list of approved attendees to the Director of Human Resources, or designee, in advance.

<u>Section 12.</u> The Federation shall be granted the opportunity to provide membership information to union represented positions during new employee orientation or the onboarding process.

## ARTICLE 3. MANAGEMENT RIGHTS

In compliance with § 39-31-303, MCA, the Federation shall recognize the prerogatives of the agency to operate and manage their affairs in such areas as, but not limited to:

- 1. direct employees;
- 2. hire, promote, transfer, assign, and retain employees;
- relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
- 4. maintain the efficiency of government operations;
- 5. determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
- 6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- 7. 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

<u>Section 1.</u> Employees covered by the terms of this Agreement shall not be required to become members of 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.

<u>Section 2.</u> 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. 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.

<u>Section 3.</u> 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

<u>Section 1.</u> 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.

<u>Section 2.</u> 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, disability, age or sex.

<u>Section 3.</u> 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 disability, national origin, and ancestry.

## ARTICLE 6. LABOR-MANAGEMENT RELATIONS COMMITTEE

<u>Section 1.</u> 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 as established in the individual LMC's bylaws. 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 prior to any meeting. The Committees shall meet at a mutually agreed upon time, place, and date.

<u>Section 3.</u> 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 §§ 2-18-101, 2-18-301, and 2-18-312, MCA. 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.

<u>Section 2.</u> A regular workday 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.

**Subsection 1.** One rest break of a normal duration will be granted during the first four hours of work and one rest break of a normal duration will be granted during the second four-hour work period. In no case will the rest breaks be used to extend the lunch period or allow for early departure.

<u>Section 3.</u> If an employee is required to provide service during a scheduled lunch break the employee and Supervisor may work together to offset the hour within the work week.

**Section 4.** To promote, assist, and recognize the importance of work, family/life balance:

- 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.
- If either the supervisor or employee wishes to end an alternative work schedule developed pursuant to Section 4.1, immediately above, they shall give the other 10 working days' notice.

<u>Section 5.</u> Call-out Service. Call-out work is compensated for one and one-half hours for every hour of call-out time reported on the timesheet. Employees shall report time as either paid time or call-out nonexempt time.

<u>Subsection 1.</u> Call-out work that requires an employee to travel to the work site while the employee is not in a period of scheduled on-call service will be compensated at a minimum of two hours of work time.

<u>Subsection 2.</u> Call-out work that requires an employee to use a telephone, cell phone or computer to answer and respond to problems or complaints while the employee is in a period of scheduled on-call service will only be considered call-out work if it involves:

- 1. More than 15 minutes per incident, or;
- 2. Three or more events within a 30-minute period.

<u>Subsection 3</u> Call-out work that meets the provisions of #2 above will be compensated at a minimum of two hours of work time.

<u>Subsection 4.</u> Call-out work completed while the employee is in a period of scheduled on-call service will be compensated in addition to the on-call time.

<u>Section 6.</u> 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 compensated for two hours of straight time for each 24-hour period that the employee is on-call during their regularly scheduled workday(s) and four hours of straight time for each 24-hour period that the employee is on-call during their regularly scheduled days off. The employee must report this time on the timesheet using appropriate on-call code to be paid money or to be compensated in time off on future pay period. On-call time will be compensated on the paycheck directly following the pay period in which the employee was on-call and reported on timesheet.

Time submitted as on-call leave 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 the employee's exempt compensatory time bank, up to a maximum of 120 hours. Any exempt 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. If the exempt compensatory balance is at 120 hours, the employee must report on-call time as paid on-call time on their timesheet and may not choose to be compensated as leave time until the exempt balance is below 120 hours.

2. The employee's non-exempt compensatory or overtime election has no bearing on reporting of on-call or call-out compensation.

<u>Section 7.</u> 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.

<u>Section 8.</u> 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.

<u>Section 9.</u> When an employee transfer is management-initiated or the result of job abolishment, the employee shall be reimbursed for moving expenses up to the maximum amount provided by agency policy.

<u>Section 10.</u> Upon termination of employment, employees shall be paid for all earned, but unused annual leave, non-exempt compensatory time, and one-quarter of accrued sick leave as provided by law.

<u>Section 11.</u> 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.

<u>Section 12.</u> 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.

<u>Section 13.</u> Seniority, qualifications, and capabilities will be considered when selecting employees for temporary appointments to bargaining unit positions.

<u>Section 14.</u> An employee may be involuntarily demoted as a result of a classification review or when there is a reassignment of work 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 25. The employee's wage will be protected for at least 180 days.

## ARTICLE 8. INSURANCE

**Section 1.** The monthly Employer contribution for group benefits will increase to \$1080 for the 2026 plan year and \$1107 for the 2027 plan year.

The monthly State of Montana employee contributions will increase for 2026 and 2027 plan years. The tables below break out the monthly increase both before and after the wellness incentive which increased to \$60 per month for the 2026 and 2027 plan years.

The cost of employee-only coverage will be covered by the Employer contribution, after the wellness incentive is applied.

Employee Monthly Contributions Before Wellness Incentive					
Contribution Type Plan Year Contribution		Contribution Type		2027 Plan Year Contribution	
Employee Only	\$60	\$60			
Employee and Spouse	\$318	\$326			
Employee and Children	\$134	\$138			
Employee and Family	\$397	\$407			

Employee Monthly Contributions After Wellness Incentive			
Contribution Type	2027 Plan Year Contributions		
Employee Only	\$0	\$0	
Employee and Spouse	\$198	\$206	
Employee and Children	\$74	\$78	
Employee and Family	\$277	\$287	

The monthly Tobacco Surcharge will increase to \$60 for the 2026 and 2027 plan year.

The State has the discretion to manage all aspects of the State Health Plan, to include, but not be limited to, deductibles, coinsurance levels, and maximum out-of-pocket levels. Member contributions will only increase beyond the rates established above if the Risk-Based Capital (RBC) level is at or below 300%.

<u>Section 2.</u> 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, MFPE, 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

<u>Section 1.</u> "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.

<u>Subsection 1.</u> 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. If the employee's leave balance reaches 120 hours, the employee's election will automatically be changed to overtime. The overtime will remain in force until the next open election period. The month of June each year is the period when an employee may change their election by submitting a new form approved by the supervisor.

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

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

<u>Subsection 4.</u> Compensatory time may be accumulated to a maximum of 120 hours.

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

<u>Section 4.</u> For the purposes of calculating overtime or compensatory time, only time worked for over 40 hours in a week can create overtime pay or compensatory time. Paid leave times (annual, sick, banked holiday, floating holiday, or compensatory) do not count as time worked. An employee must reduce paid leave time on their timesheet before overtime or compensatory time may be recorded. Management may adjust an employee's work schedule in a workweek or require the employee to take time off so that the employee does not become eligible for overtime or compensatory time.

<u>Section 5.</u> 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.

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

## ARTICLE 10. HOLIDAYS

<u>Section 1.</u> 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
Presidents' Day	.Third Monday in February
Memorial Day	
Independence Day	July 4
Labor Day	<u> </u>
Indigenous Peoples' Day and Columbus Day	.Second Monday in October
Veteran's Day	.November 11
Thanksgiving Day	.Fourth Thursday in November
Christmas Day	.December 25
Floating Holiday	.Each calendar year

Each full-time employee is entitled to one floating holiday each calendar year. Each part-time employee is entitled to one floating holiday each calendar year that must be calculated proportionately to the floating holiday allowed to a full-time employee. Unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to employees on termination of employment.

<u>Section 2.</u> 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 and on the first regularly scheduled working day immediately after the holiday.

<u>Section 3.</u> When a non-exempt full-time employee is authorized by the Employer to work on a holiday listed above, they will be paid at a rate of two and one-half times their regular rate of pay, or, at the employee's option, will be paid at a rate of one and one-half times their 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.

<u>Section 4.</u> 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 their 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

<u>Section 1.</u> 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.

<u>Section 2.</u> Seasonal employees shall earn annual leave credits. Seasonal employees may need to work several seasons to meet the six months qualifying period for using annual leave. Seasonal leaves of absence do not count towards the qualifying period. Time worked by a seasonal employee is applied towards the qualifying period provided the employee returns to work on the date and time the agency specifies. Failure to report will result in a break in service.

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

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

<u>Section 5.</u> 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 EmploymentWorking Days Credit1 day through 10 years1510 years through 15 years1815 years through 20 years2120 years24

061 MFPE

<u>Section 6.</u> Absence from employment by reason of illness shall not be chargeable against unused annual leave credits unless approved by the employee.

<u>Section 7.</u> 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.

<u>Section 8.</u> Employees shall receive credit for service in other eligible state employment. Eligible employment includes employment by a state agency, the university system, a city, county, town, school district, or any other public jurisdiction which is covered by and provides annual leave to its employees under §§ 2-18-611 and 2-18-612, MCA. Employees must provide documentation confirming prior service to receive credit. Time worked as a schoolteacher is excluded per § 2-18-601, MCA.

<u>Section 9.</u> Annual leave taken over a holiday may not be charged to an employee's leave for that day.

<u>Section 10.</u> 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.

<u>Section 11.</u> 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.

<u>Section 12</u>. Annual leave which is requested for a minimum of one week or greater shall be in writing and approved or denied within 10 working days. If the employee has not received a response within 10 working days, they should follow the chain of command and contact the next highest management official who will resolve the issue within five working days. Reasons for denial of annual leave shall be provided to the employee in writing.

## ARTICLE 12. SICK LEAVE

<u>Section 1.</u> "Sick Leave" means a leave of absence with pay for a sickness suffered by an employee or their 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.

<u>Subsection 1.</u> Sick leave credits shall be earned at the rate of 12 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.

<u>Section 3.</u> 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.

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

<u>Section 6.</u> 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.

<u>Section 7.</u> 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.

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

<u>Section 9.</u> In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change their annual leave status to sick leave status.

<u>Section 10.</u> 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.

<u>Section 11.</u> 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 AND PARENTAL LEAVE

<u>Section 1.</u> MATERNITY AND PARENTAL LEAVE. Employees shall be granted maternity leave per § 49-2-310, MCA, and parental leave per § 2-18-606, MCA and in accordance with state maternity and parental leave policy.

## ARTICLE 14. JURY DUTY AND WITNESS LEAVE

**Section 1.** JURY DUTY AND WITNESS LEAVE. Employees shall be granted jury duty and witness leave per § 2-18-619, MCA.

## ARTICLE 15. MILITARY LEAVE

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

#### ARTICLE 16. EDUCATIONAL LEAVE

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

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

<u>Section 3.</u> 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.

<u>Section 4.</u> 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 in accordance with state leave without pay policy.

## ARTICLE 18. WORKERS' COMPENSATION AND RETURN TO WORK

**Section 1.** A permanent employee injured on the job and eligible for workers' compensation shall retain all rights to their 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 they are 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.

<u>Section 2.</u> 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.

<u>Section 3.</u> 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

<u>Section 1.</u> Having a desire to create and maintain harmonious labor relations between them, the parties agree that they will promptly attempt to address all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the written provisions of this Agreement. All potential grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given an opportunity to attempt resolution.

Section 2. Grievance Procedure.

#### Step 1 - IMMEDIATE SUPERVISOR

A grievance involving the interpretation or application of the written provision(s) of this Agreement shall be submitted by the employee or union representative to the employee's immediate supervisor or management designee within 21 calendar days from the occurrence of the grievable event. The immediate supervisor or management designee shall have 21 calendar days from receipt of the grievance to respond in writing.

#### Step 2 - MANAGEMENT OR HUMAN RESOURCES

If the grievance is not resolved at Step 1, the grievance may be submitted by the Union in writing within 14 calendar days from the immediate supervisor's or management designee's response to Step 1. The grievance should be submitted to the appropriate Division Administrator, management designee, or human resources. The appropriate Division Administrator or management designee at the second step shall have 14 calendar days from receipt of the grievance to respond in writing.

#### Step 3 - DIRECTOR

If the grievance is not resolved at Step 2, the Union may submit the grievance to the agency head or designee within 21 calendar days of the Step 2 response. The agency head or designee shall have 21 calendar days from receipt of the grievance to respond in writing.

#### Step 4

Should the Union consider the decision of the agency head unsatisfactory, the Union shall, within 21 calendar days of such decision, notify the agency head and the State Office of Labor Relations of its intention to take the grievance to arbitration.

#### Step 5

After notification of arbitration, the State Office of Labor Relations (OLR) will work with the Union and management to determine if there is a mutually acceptable resolution that can be found or if the matter should go to mediation. If OLR determines the parties cannot resolve informally or through mediation, the decision should proceed to final and binding arbitration. If there is a cost associated, the parties will share it equally. The timeline for the grievance processing will be put on hold until the mediation is final or the decision is made to move to arbitration.

#### **Section 3.** Rules of Grievance Processing.

<u>Subsection 1.</u> Waiving time limits. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

<u>Subsection 2.</u> Timeliness. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to the next step.

<u>Subsection 3.</u> Elements of the grievance. All presentations of grievances shall be submitted to the Employer in writing at each step and must include:

- Name of employee(s)/Union grieving.
- 2. Date of the violation.

- 3. The step of the grievance.
- 4. A complete statement of the grievance and facts upon which it is based.
- 5. The specific Article(s) and Section(s) of the Agreement violated.
- 6. The specific remedy or correction requested.
- 7. The signature of each grievant or representative.

#### <u>Subsection 4.</u> Alternative procedures.

- 1. As recognized in § 49-2-512, Title 49 of Montana Code Annotated establishes the exclusive remedy for acts constituting an alleged violation of the Montana Human Rights Act. In the event of a grievance based upon an alleged violation of this Act, the statutory procedures of filing a claim with the Human Rights Bureau shall be the exclusive remedy. The Federation reserves the right to file grievances based on violations of the union contract.
- 2. As recognized in § 2-18-1011, Title 2 of Montana Code Annotated establishes the exclusive remedy for an alleged violation of classification or compensation. In the event of a grievance based upon an alleged violation of this provision, the statutory procedures of filing a claim with the Board of Personnel Appeals shall be the exclusive remedy.

#### **Section 4.** Rules of Arbitration.

<u>Subsection 1.</u> Selection of Arbitrator. The parties shall request a list of seven arbitrators from the Board of Personnel Appeals and shall alternatively strike names from the list. The last remaining name shall serve as the arbitrator.

<u>Subsection 2.</u> Arbitrator's limitations. No grievance which fails to meet the requirements of Section 3, Subsection 3 of this Article shall be determined to be arbitrable. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

<u>Subsection 3.</u> The parties agree either party may file pre-arbitration dispositive motions or request a bench decision from the arbitrator.

<u>Subsection 4.</u> 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 the entire cost. If each party requests a transcript, they shall equally share the cost.

<u>Subsection 5.</u> The arbitration location shall be in Helena, Montana unless otherwise mutually agreed by the parties.

#### ARTICLE 20. EMPLOYEE RIGHTS

<u>Section 1.</u> The probationary period for new hires and rehires shall be six months from the date of hire. 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. The probationary period for an individual employee may be extended up to an additional six months at the Employer's discretion. The separation of a probationary employee is not subject to the grievance procedure.

<u>Section 2.</u> 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.

<u>Section 4.</u> 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.

<u>Section 5.</u> 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.

<u>Section 6.</u> 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.

<u>Section 7.</u> An employee may obtain a copy of any document in their personnel file. An employee may place any relevant document in their personnel file.

<u>Section 8.</u> 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.

<u>Section 9.</u> 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 written response to the performance appraisal, the response shall be submitted within 15 working days of the receipt of the appraisal. Contents of

performance appraisals are not grievable under the terms of this bargaining agreement unless they are tied to pay.

<u>Section 10.</u> 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 they have 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. In order for letters of warning or reprimand to be removed, the employee must request, in writing to Human Resources, to have the letter removed. Letters of suspension shall be removed from the employee's personnel file after 18 months, by written request from the employee to Human Resources, 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 suspension until the expiration of the original 18-month period, whichever is longest.

<u>Subsection 1.</u> 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.

<u>Section 12.</u> 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.

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

<u>Section 14.</u> The Employer shall ensure 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.

<u>Section 15.</u> Any employee desiring that material, other than performance appraisals (unless tied to pay), which they feel is incorrect and should be removed from the personnel file of the employee, shall have the right to appeal it through the grievance procedure.

<u>Section 16.</u> 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.

<u>Section 17.</u> 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.

<u>Section 18.</u> 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 will provide a list of affected members.

## ARTICLE 21. SENIORITY AND LAYOFF

**Section 1.** Seniority means the total uninterrupted length of service within the bargaining unit excluding layoff situations. An employee shall lose seniority rights if they voluntary resign or retire, are discharged, or transfer to a position outside of the bargaining unit.

<u>Subsection 1.</u> With the consolidation of bargaining units effective July 1, 2025, members of the 019-bargaining unit, who are transferring to 061, will have their time spent in 019 counted as if it were in 061 for calculating seniority.

<u>Section 2.</u> Seniority shall continue to accrue during all layoffs and approved leaves of absence not exceeding one year, except for leave for work-related injury during which time an employee may accrue seniority for up to 18 months.

<u>Section 3.</u> Seniority and qualifications shall be the controlling factors in the selection of employees for layoffs, transfers, transfers due to reorganization, or non-disciplinary demotions within each classification series.

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

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

<u>Section 6.</u> 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.

<u>Section 7.</u> 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.

<u>Section 8.</u> 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 their intent to return to work shall be limited to a period of one year following the date of layoff.

## ARTICLE 22. JOB POSTING

<u>Section 1.</u> 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 six months.

<u>Subsection 1.</u> 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.

<u>Subsection 2.</u> 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, they shall be entitled, upon request, to a written statement of the reasons why they were not selected.

<u>Subsection 3.</u> 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.

<u>Subsection 4.</u> 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.

<u>Subsection 5.</u> 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.

#### ARTICLE 23. HEALTH AND SAFETY

<u>Section 1.</u> 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. When an employee presents sufficient evidence of a hazardous work environment, the Employer agrees to take all necessary steps to ensure the safety of the employee.

<u>Section 2.</u> 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.** The Employer and the Federation affirm their joint support for maintaining a courteous, productive, respectful and otherwise acceptable working relationship with fellow workers and the general public under the above policies. The department has a process for reporting violations of the above policies.

<u>Section 4.</u> Any uniform, protective clothing, or other protective device required by the Employer shall be provided by the Employer.

<u>Section 5.</u> 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

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

<u>Section 2.</u> 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.

<u>Section 3.</u> Employees who use their private automobile for state business shall use 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 §§ 19-3-101 through 19-3-1404, MCA.

## 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 the Employer to deduct from their pay checks such amounts that they desire in order to participate in programs approved by the Employer and the Federation.

## ARTICLE 27. NO STRIKE/NO LOCKOUT

<u>Section 1.</u> 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

<u>Section 1.</u> 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 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 2025 and shall remain in full force and effect through the 30th day of June 2027.

<u>Section 2.</u> 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.

<u>Section 3.</u> The Federation shall have the right to engage in concerted activities after December 31, 2026, for matters pertaining to wages and economic benefits in the 2027-2029 biennium.

<u>Section 4.</u> 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

<u>Section 1.</u> 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.

<u>Section 2.</u> 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.

THIS AGREEMENT is signed and dated this 9/3/2025

#### THE STATE OF MONTANA:

—signed by: Charles Breneton

Charles T. Brereton, Director Public Health & Human Services

—signed by: Karol Onne Davis

Karol Anne Davis, Chief Negotiator State Office of Labor Relations THE FEDERATION:

— DocuSigned by:

Geeller our

Jill Cohenour, Local 4573 President

-Signed by:

Trina Filan

Trina Filan, Local 4573
Former Local 7791 President

Signed by:
Miguela Curta

Amanda Curtis, President, MFPE

## 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.** Effective on the first day of the first complete pay period that includes July 1, 2025, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2026, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater.

Further, in accordance with § 2-18-303(4)(a)(i), MCA, 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.

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

<u>Section 3.</u> 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.

<u>Section 4.</u> The supervisor or designee may establish written training assignments in accordance with the State of Montana Broadband Pay Policy. At the completion of the training assignment, the employee's pay will be set no less than the entry of the occupational wage range.

<u>Section 5.</u> When travel is part of the principal activity and within the course and scope of employment such travel time will be compensable time when in the pursuit of conducting business on behalf of the State. If such travel necessitates overnight lodging, compensable time shall end when checked into the lodging for the night's rest period and begin when checking out of the lodging. Travel will be considered to have ended when employees return to the designated point of origination.

<u>Subsection 1.</u> Due to their personal safety, an employee may opt to stay overnight at a location greater than 50 miles away from the designated place of business with prior approval from the immediate supervisor. Such requests will be kept confidential between the employee and management.

<u>Section 6.</u> The Department may consider pay adjustments in accordance with the State of Montana Broadband Pay Policy on a case-by-case basis.

<u>Section 7.</u> The Union will be provided notification of all pay adjustments under the provisions in this addendum.

#### PAY SCHEDULE A.

Working Title	Job Code	Base After 2025 Statutory Increase Minimum	Base After 2026 Statutory Increase Minimum
Accountant 1	B21011	\$26.380000	\$27.380000
Accountant 1 Lead	B21011	\$27.570000	\$28.570000
Accountant 2	B21012	\$28.280000	\$29.280000
Accountant 2 Lead	B21012	\$29.640000	\$30.640000
Accounting Technician 1	Q33021	\$21.550000	\$22.550000
Accounting Technician 2	Q33022	\$24.390000	\$25.390000
Accounting Technician 2 Lead	Q33022	\$24.700000	\$25.700000
Administrative Law Judge 2	G11112	\$46.061859	\$47.213405
Administrative Assistant 1	Q61021	\$19.550000	\$20.550000
Administrative Assistant 2	Q61022	\$22.050000	\$23.050000
Administrative Assistant 3	Q61023	\$22.720000	\$23.720000
Administrative Spec 1 Lead	B1JO51	\$29.360000	\$30.360000
Administrative Specialist 1	B1JO51	\$28.090000	\$29.090000
Administrative Specialist 2	B1JO52	\$31.480000	\$32.480000
Administrative Specialist 3	B1JO53	\$34.050000	\$35.050000
APS Investigator	F12012	\$30.550000	\$31.550000
APS Social Services Worker	F12012	\$30.550000	\$31.550000
Auditor 2	B21022	\$34.080000	\$35.080000
Budget Analyst 1	B23011	\$30.050000	\$31.050000
Budget Analyst 2	B23011	\$34.350000	\$35.350000
Building Const Consultant	S41011	\$34.980000	\$35.980000
Business Analyst 2	B1J102	\$32.050000	\$33.050000
Business Analyst 3	B1J103	\$33.300000	\$34.300000
Career Development Specialist	B1F012	\$30.050000	\$31.050000
Central Intake Specialist	F12011	\$28.300000	\$29.300000
Certification Specialist	Q4J041	\$28.010000	\$29.010000
Chemist 1	E23011	\$30.860000	\$31.860000
Child Care Licensing Tech	Q61022	\$22.050000	\$23.050000
Child Support Investigator 2	B14052	\$30.090000	\$31.090000
Claims Examiner 2	B13012	\$26.450000	\$27.450000
Claims Examiner 3	B13013	\$32.060000	\$33.060000
Claims Technician	F12091	\$23.190000	\$24.190000
Clinical Lab Scientist	J21012	\$31.180000	\$32.180000
Clinical Lab Scientist Lead	J21012	\$32.510000	\$33.510000
Clinical Lab Specialist	J21012	\$32.640000	\$33.640000
Clinical Lab Technician	J21011	\$28.750000	\$29.750000
Collections Agent 1	Q31011	\$22.920000	\$23.920000

Collections Agent 2	Q31012	\$26.480000	\$27.480000
Communications Technician	B1J091	\$25.550000	\$26.550000
Compliance Specialist 2	B14012	\$28.550000	\$29.550000
Compliance Specialist 2 Lead	B14012	\$29.750000	\$30.750000
Compliance Specialist 3	B14013	\$31.050000	\$32.050000
Compliance Specialist 3 Lead	B14013	\$30.910000	\$31.910000
Computer Application Eng Lead	C1C012	\$41.866012	\$42.912663
Computer Application Engineer	C1JJ01	\$25.540000	\$26.540000
Computer Security Engineer	C1JJ01	\$34.670000	\$35.670000
Computer Security Lead	C1JJ01	\$37.090000	\$38.090000
Computer Security Specialist	C1JJ01	\$34.320000	\$35.320000
Contract and Financial Specialist	B1J042	\$31.550000	\$32.550000
Contract Specialist	Q61023	\$25.710000	\$26.710000
Data Control Specialist	C1E021	\$29.260000	\$30.260000
Data Processor 1	Q92011	\$22.150000	\$23.150000
Data Processor 2	Q92012	\$24.330000	\$25.330000
Data Processor 3	Q92013	\$26.760000	\$27.760000
Data Specialist	C1JJ01	\$29.260000	\$30.260000
Database Administrator 1	C1E021	\$29.580000	\$30.580000
Database Administrator 3	C1E023	\$38.550000	\$39.550000
DDP Targeted Case Manager	F11051	\$27.550000	\$28.550000
Dietitian Nutritionist	J13011	\$33.310000	\$34.310000
Dietitian Nutritionist Lead	J13011	\$35.390000	\$36.390000
Disability Claims Examiner	F12093	\$26.300000	\$27.300000
Disability Hearings Officer	G11111	\$31.480000	\$32.480000
Document Processing Tech	Q97021	\$21.490000	\$22.490000
Eligibility Interviewer 3	F12093	\$28.300000	\$29.300000
Emergency Specialist 2	B1J022	\$33.340000	\$34.340000
Emergency Specialist 2 Lead	B1J022	\$34.780000	\$35.780000
Energy & Comm Asst Officer	B1J092	\$29.550000	\$30.550000
Epidemiologist 2	E14012	\$36.240000	\$37.240000
Epidemiologist 2 Lead	E14012	\$37.850000	\$38.850000
Facility Inspector 1	J99021	\$30.550000	\$31.550000
Facility Inspector 1 Lead	J99021	\$32.000000	\$33.000000
Facility Inspector 1 Pro	J99021	\$33.150000	\$34.150000
Facility Inspector 1 Pro Lead	J99021	\$34.600000	\$35.600000
Facility Inspector 2	J99022	\$36.310000	\$37.310000
Facility Inspector Trainer	B1F012	\$37.850000	\$38.850000
Financial Investigator	B1JJ01	\$25.780000	\$26.780000
Financial Transparency Spec	B14013	\$31.250000	\$32.250000
General Ledger Accountant	Q33022	\$24.390000	\$25.390000

GIS Specialist 3	C1J033	\$36.506500	\$37.506500
Grants Contracts Coordinator 1	B1J041	\$27.030000	\$28.030000
Grants Contracts Coordinator 2	B1J042	\$31.550000	\$32.550000
Health Educator 1	F19041	\$28.240000	\$29.240000
Hearings Officer 1	G11111	\$36.980000	\$37.980000
Infection Prevention Specialist	J99022	\$36.310000	\$37.310000
Informatics Specialist	C23012	\$32.480000	\$33.480000
Instructional Coordinator 1	H93011	\$32.260000	\$33.260000
IT Contract & Purchasing Agent	B12012	\$29.550000	\$30.550000
IT Financial Technical Analyst	B1J103	\$41.953250	\$43.002081
IT Security Specialist 3	C1C023	\$36.550000	\$37.550000
IT Systems Administrator 1	C1E011	\$36.040000	\$37.040000
IT Systems Administrator Lead	C1E011	\$37.710000	\$38.710000
IT Systems Administrator Lead	C1E012	\$40.420000	\$41.430500
IT Systems Analyst 1	C1C011	\$34.400000	\$35.400000
IT Systems Architect 1	C1E031	\$44.372250	\$45.481556
IT Systems Support 1	C1F011	\$28.220000	\$29.220000
IT Systems Support 2	C1F012	\$29.550000	\$30.550000
Lab Technician 2	E42012	\$25.000000	\$26.000000
Lab Technician 2	E42012	\$26.200000	\$27.200000
Laboratory Data Specialist 1	C1F011	\$29.260000	\$30.260000
Laboratory Data Specialist 2	C1F012	\$30.500000	\$31.500000
License Permit Technician 1	Q43031	\$19.550000	\$20.550000
Licensed Clinician	B1J012	\$33.765966	\$34.765966
Linux System Administrator	C1E012	\$38.550000	\$39.550000
Logistics Coordinator	Q58011	\$23.090000	\$24.090000
Medical Billing Technician	Q33022	\$24.390000	\$25.390000
Network Systems Engineer	C1E012	\$38.550000	\$39.550000
Orientation & Mobility Spec	F11051	\$27.550000	\$28.550000
Paralegal 1	G21011	\$29.010000	\$30.010000
Pre-ETS Specialist	B1J011	\$28.520000	\$29.520000
Process Improvement Lead	B14013	\$41.000000	\$42.025000
Procurement Officer	B12012	\$29.550000	\$30.550000
Procurement Officer 2	B1J042	\$33.070000	\$34.070000
Procurement Officer Lead	B1J042	\$34.673500	\$35.673500
Program Coordinator	Q58011	\$24.040000	\$25.040000
Program Evaluator	C23013	\$37.550000	\$38.550000
Program Officer 1	B1J091	\$26.780000	\$27.780000
Program Officer 2	B1J092	\$29.550000	\$30.550000
Program Officer 2 Lead	B1J092	\$30.940000	\$31.940000
Program Specialist 1	B1J011	\$28.520000	\$29.520000

Program Specialist 2	B1J012	\$33.090000	\$34.090000
Program Specialist 2 IHS	B1J012	\$40.145600	\$41.149240
Program Specialist 2 Lead	B1J012	\$34.460000	\$35.460000
Project Manager	B1J033	\$39.550000	\$40.550000
Project Manager Lead	B1J033	\$41.467400	\$42.504085
Purchasing Technician 1	Q36011	\$24.605468	\$25.605468
Quality Assurance Analyst	C1F012	\$30.550000	\$31.550000
Quality Improvement Specialist	B14013	\$29.550000	\$30.550000
Records & Lease Custodian	Q9JJ01	\$26.880000	\$27.880000
Regional Program Officer	B1J091	\$26.780000	\$27.780000
Rehabilitation Counselor 1	F11051	\$27.550000	\$28.550000
Rehabilitation Technician	F11051	\$27.550000	\$28.550000
Research Analyst 1	C23011	\$30.330000	\$31.330000
Research Analyst 2	C23012	\$32.190000	\$33.190000
Research Analyst 2 Lead	C23012	\$33.670000	\$34.670000
Research Analyst 3	C23013	\$36.050000	\$37.050000
Research Analyst 3 Lead	C23013	\$39.220000	\$40.220000
Sanitarian 1	J99011	\$33.090000	\$34.090000
Sanitarian 1 Lead	J99011	\$34.460000	\$35.460000
Senior Epidemiologist 2	E14012	\$39.460000	\$40.460000
Senior Software Engineer	C1D023	\$41.094300	\$42.121658
Software Developer 1	C1D021	\$31.550000	\$32.550000
Software Developer 2	C1D022	\$36.040000	\$37.040000
Software Engineer	C1D022	\$38.550000	\$39.550000
Training & Development Spec	B1F012	\$30.050000	\$31.050000
Transportation Planner	B1J091	\$31.650000	\$32.650000
Website Developer	C1D022	\$34.550000	\$35.550000

The Employer may bring employees into positions above the entry rate based on qualifications. Employees will be paid within the ranges above.

#### PAY SCHEDULE B. BLUE COLLAR PAY PLAN

Working Title	Job Code	Base After 2025 statutory Increase Minimum	Base After 2026 statutory Increase Minimum
Warehouse Worker	999203	\$26.900000	\$27.900000
Commodities Driver	999013	\$27.900000	\$28.900000

The following positions of the Human and Community Services Division, Intergovernmental Human Services, Food Distribution Unit, have been factored under the Blue Collar Pay Plan in Schedule as follows:

Warehouse Worker--Grade B8

Tractor-Trailer Driver - Grade B10