

MEMORANDUM OF UNDERSTANDING
by and between
THE STATE OF MONTANA
Department of Public Health and Human Services
Child and Family Services Division
and
Montana Federation of Public Employees, Social Workers Union Local #7789

This Memorandum of Understanding (MOU) between the State of Montana, Department of Public Health and Human Services (DPHHS), Child and Family Services Division (CFSD), hereinafter referred to as “Employer”, and the Montana Federation of Public Employees (MFPE), Social Workers Union, Local #7789, hereinafter referred to as “Union”. This MOU shall be considered as an addendum to and by reference herein, incorporated as part of the Collective Bargaining Agreement (CBA) 052 executed between the Employer and the Union effective through June 30, 2027.

This MOU creates a temporary lump-sum pay incentive to help temporarily cover CFSD offices with ongoing staffing shortages. As described below, eligible Child Protection Specialists in CFSD will receive \$150 for each eligible week they work.

To qualify for the incentive, an eligible employee must meet the following three (3) requirements:

1. Be employed in a position as a Child Protection Specialist, job code F12012, Social Worker 2 within CFSD, Local #7789;
2. Be formally assigned by management to temporarily report to a different CFSD office than their regularly assigned office due to operational need;
3. Provide temporary coverage for a CFSD office identified by management as having staffing shortages for a period of at least three (3) consecutive overnight shifts within a single week, occurring between May 19, 2025, and the expiration of Collective Bargaining Agreement 052, that management has determined has staffing shortages. A work week per the CBA 052 Social Workers Union Local #7789 Article 7, Section 5 is defined as “five consecutive workdays, Saturday through Friday totaling 40 hours.”

Payment Schedule:

- Incentives will be paid at a lump-sum of \$150 per eligible week worked by an eligible employee. Payments will be made once each calendar quarter following standard DPHHS payroll processes.
- Incentives for eligible work performed on or after May 19, 2025, and before the execution date of this MOU will be calculated in a one-time lump sum on the first practicable payroll following approval of the retroactive effective date.

The following disclaimers apply:

- An employee may not earn, nor be paid, multiple or stacked lump sum amounts for the same work week, regardless of how many qualifying activities or criteria were met during that period. Partial weeks, pro-rated weeks, or overlapping assignments do not qualify. An employee may not earn or receive more than one lump-sum payment for the same work week, even if they meet multiple qualifying criteria. Each work week is limited to a single, non-duplicative incentive payment.
- Notwithstanding any calculation made under the terms of this MOU, the total gross lump sum amount earned by any single individual pursuant to this agreement shall not exceed the maximum of \$7,500 per employee for the fiscal year allowed under the State of Montana Broadband Pay Policy.
- Incentive payments are considered wages, and all applicable taxes and withholdings will be made.
- If there is an issue that is not addressed in this MOU that creates ambiguity about the eligibility of this incentive, management has the discretion to make the final binding determination.

This MOU amends CBA 052, as described herein. In all other respects, CBA 052 remains unchanged. The effectiveness of this program and the available funding will be reviewed quarterly. Management may end this program at any time by providing written notice to the Union. This incentive is temporary, nonprecedential, and does not establish a past practice. This MOU will not continue beyond the expiration date of CBA 052. It will not automatically roll into, or be included in, any future collective bargaining agreement unless the Parties expressly agree to that during bargaining.

Dated 6/29/2026.

THE STATE OF MONTANA:

Signed by:



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Charles T. Brereton, Director
DPHHS

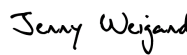
Signed by:



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Sarah Green, Interim Chief Negotiator
Department of Administration

THE FEDERATION:

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Jenny Weigand, Field Consultant
MFPE Local #7789