

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

**ARTICLE 1.  
RECOGNITION**

**Section 1.** The Employer recognizes the Montana Federation of Public Employees as the exclusive collective bargaining representative for positions in the Office of Public Assistance with the following working titles: Administrative Specialist 2, Career Development Specialist, Client Service Coordinator, Client Service Technician, Compliance Specialist 2, Compliance Specialist 3 Lead, Document Processing Tech, Document Processing Tech Lead, IT Systems Analyst 1, IT Systems Support 2, Service Desk Specialist, Specialty Program Coord., Specialty Program Coord. Lead for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment. Employees covered by other collective bargaining agreements are not covered under this Agreement.

**ARTICLE 2.  
USE OF PRIVATE VEHICLE**

**Section 1.** The following provisions shall apply to bargaining unit members regarding the use of personal vehicles:

1. It is the intent that employees will be provided with a state vehicle for business use. If no state vehicle is available, an employee may choose to use their personal vehicle. However, the employee should be familiar with all applicable personal vehicle use policies in advance.
2. If an employee is currently using their personal vehicle for business use but desires to discontinue such use in the future, the Employer and the employee shall make a good faith effort to make alternative arrangements.
3. If an employee is not currently using their personal vehicle for business use, the Employer shall not reassign the employee's duties to make such use necessary without an interactive discussion.
4. The Employer will make a good faith effort to avoid situations where personal vehicle use occurs.

### **ARTICLE 3. MANAGEMENT SUPPORT OF EMPLOYEES**

**Section 1.** When a manager is aware of an employee being accused by a client of improper behavior or a violation of rule or policy, the subject employee shall be notified by Management if an investigation is warranted, within 30 days. 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.

**Section 2.** 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 ensure that justice prevails.

### **ARTICLE 4. GRIEVANCE PROCEDURE**

**Section 1.** 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 Official or Human Resources**

If the grievance is not resolved at Step 1, the grievance may be submitted by the Union in writing within 21 calendar days from the immediate supervisor's or management designee's response to Step 1. The grievance should be submitted to the OPA Field Administrator, management designee, or human resources. The OPA Field Administrator or management designee at the second step shall have 21 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.

**Subsection 1.** 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.

**Subsection 2.** 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.

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

1. 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.

**Subsection 4.** 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.

**Subsection 1.** 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.

**Subsection 2.** 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.

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

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

**Subsection 5.** The arbitration location shall be in Helena, Montana unless otherwise mutually agreed by the parties.

**ARTICLE 5.  
REST BREAKS**

**Section 1.** 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.

## **ARTICLE 6. MOVING AND RELOCATION**

**Section 1.** 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.

## **ARTICLE 7. VACANCIES AND PROMOTIONS**

**Section 1.** All newly vacated or created Client Service Coordinator positions will be filled via consideration of transfer requests. These transfers will be governed under the following procedures:

1. A list of work locations will be developed.
2. Client Service Coordinators (CSC) may place their names on the CSC Transfer Request form.
3. Transfers will be considered in order of the employees' start date in the CSC position and date the request was received.
4. The Employer reserves the right to conduct an informal interview with the employee. The purpose of the interview is to share expectations and job differences with the new assignment.
5. If there are no names on the transfer list, then the Employer can post and recruit, according to this Article.
6. The transfer rights and provisions established in this section shall not apply to employees who are under corrective action.

### **Section 2.** Eligibility.

**Subsection 1.** Client Service Coordinators who have been employed a minimum of six months and completed the probationary period are eligible to transfer to another work location.

**Subsection 2.** CSC must have a passing accuracy rate at time of transfer including passing background check and references.

**Subsection 3.** CSC must not have any current discipline on record.

**Section 3.** The Employer 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.

**Section 4.** When a bargaining unit employee who has applied for a vacant position is not selected, they shall, upon request, be entitled to be advised in writing of the reason they did not receive the assignment. If not satisfied with the reason stated for not receiving the assignment, the employee may invoke the grievance procedure.

**Section 5.** If within six 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.

## **ARTICLE 8. WORKDAY/WORKWEEK**

**Section 1.** For the purposes of calculating overtime, only time worked over 40 hours in a week can create overtime pay or compensatory time at one and one-half regular pay. 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.

**Section 2.** 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 compensatory time by mutual agreement, and the Employer will ensure that the employee(s) shall be allowed to take compensatory time within the 40-hour workweek.

**Section 3.** 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.

## **ARTICLE 9. JOB PROTECTION**

**Section 1.** 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 regular basis.

## **ARTICLE 10. LABOR/MANAGEMENT COMMITTEES**

**Section 1.** Labor/Management Committees (LMC) may be established to attempt to resolve day-to-day problems as the need arises at a time mutually agreed upon.

**Section 2.** Regional Committees 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 or using electronic means.

**Section 3.** A Statewide Labor Management Committee meeting will be held at least annually, and management agrees to authorize payment of per diem for five people each calendar year for attendance at such meetings, if needed. The parties agree that Labor Management Committee members are encouraged to carpool, using a state car, if available, for travel to and from Statewide LMC meetings. MFPE will arrange for MFPE participant travel when a state car is not available. MFPE will be responsible for MFPE participant lodging, when attending an LMC meeting.

## **ARTICLE 11. JOB SHARING**

**Section 1.** 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.

## **ARTICLE 12. LAYOFF AND SENORITY**

**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 most recent performance evaluations will be offered the vacant position. A refusal of an offered position shall constitute a waiver of the benefit granted. Once an employee is laid off, the provisions of Article 13, Section 5 of the Master Agreement shall prevail. The Employer 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 Field Office. 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 Field Office is distinct, and layoffs will be implemented within the Field Office only.

**Section 4.** With the consolidation of bargaining units effective July 1, 2025, members of the 061-bargaining unit, who are transferring to 042, will have their time spent in 061 counted as if it were 042 for calculating seniority.

**ARTICLE 13.  
TRAINING**

**Section 1.** 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. If a request for training is made by a bargaining unit member and is denied, the Employer shall notify the employee for the reason of the denial.

**ARTICLE 14.  
RIGHTS OF THE FEDERATION**

**Section 1.** The Union President, or designee, will be given up to 50 hours of paid release time per year for MFPE activities and sanctioned events. Time spent conducting investigations, processing grievances, including arbitration matters will count against these hours. The Employer will not compensate the aforementioned individuals for the time spent in such activities outside their normal work schedule. Release time must be pre-approved through the President's supervisory chain of command and must be coordinated and reported with the human resource office. Other internal business of the Federation shall be conducted by the employees during their non-duty hours.

**Section 2.** A total of six board members, who are appointed as delegates to the MFPE Annual Conference, shall be allowed four hours of paid leave to attend the MFPE Annual Conference each year.

**Section 3.** For the purposes of negotiations, up to six bargaining team members shall be allowed paid release of up to four eight-hour days of paid time each to negotiate a successor agreement.

**ARTICLE 15.  
ALTERNATE WORK SCHEDULES**

**Section 1.** Alternate work schedules (flex time and staggered shifts) may be arranged by mutual agreement between the employee and the Employer.

**ARTICLE 16.  
JOB SECURITY**

**Section 1.** A probationary period shall be used 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.

**Section 2.** The probationary period shall last for nine 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.

**Section 3.** 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 have prevented ample opportunity for assessment.

## **ARTICLE 17. RATINGS AND WARNINGS**

**Section 1.** Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel file of an employee unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or are applicable to pending legal or quasi-legal proceedings. Employees may request to have letters removed after 12 months by submitting a request to Human Resources.

## **ARTICLE 18. OTHER**

**Section 1.** 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 eight hours to attend the screening in the closest proximity, if not available in their office location.

**Section 2.** 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 seven calendar days. If the employee has not received a response within the seven calendar days, they may contact the Field Manager who will resolve the issue within three calendar days. Reasons for denial of annual leave shall be provided to the employee in writing.

**Subsection 1.** Emergency and other leaves requested with less notice will be handled on a case-by-case basis.

**ARTICLE 19.  
TERM OF AGREEMENT**

This Agreement and the attached Addendum A shall be effective as of July 1, 2025, and shall remain in full force and effect through the 30th day of June 2027.

**THIS AGREEMENT** is signed and dated this 7/10/2025.

**THE STATE OF MONTANA:**

Signed by:  
*Charles T. Breerton*  
61408679876F473  
Charles Breerton, Director  
Public Health & Human Services

Signed by:  
*Karol Anne Davis*  
382B3999E2BE4DB  
Karol Anne Davis, Chief Negotiator  
State Office of Labor Relations

**THE FEDERATION:**

Signed by:  
*Amanda Curtis*  
8011FBCEDE134D8...  
Amanda Curtis, President, MFPE

DocuSigned by:  
*Melissa Kirk*  
8277B433960D469...  
Melissa Kirk, Local President #7793  
MFPE

**PAY SCHEDULE A.**

| <b>Working Title</b>          | <b>Job Code</b> | <b>Current Base pay</b> | <b>Base Minimum After 2025 Statutory Increase</b> | <b>Base Minimum After 2026 Statutory Increase</b> | <b>Union Code</b> |
|-------------------------------|-----------------|-------------------------|---|---|-------------------|
| Administrative Specialist 2   | B1JO52          | \$30.480000             | \$31.480000                                       | \$32.480000                                       | 042               |
| Career Development Specialist | B1F012          | \$29.550000             | \$30.550000                                       | \$31.550000                                       | 042               |
| Client Service Coordinator    | F12093          | \$27.300000             | \$28.300000                                       | \$29.300000                                       | 042               |
| Client Service Technician     | F12091          | \$21.550000             | \$22.550000                                       | \$23.550000                                       | 042               |
| Compliance Specialist 2       | B14012          | \$27.550000             | \$28.550000                                       | \$29.550000                                       | 042               |
| Compliance Specialist 3 Lead  | B14013          | \$29.800000             | \$30.800000                                       | \$31.800000                                       | 042               |
| Document Processing Tech      | Q97021          | \$20.210000             | \$21.210000                                       | \$22.210000                                       | 042               |
| Document Processing Tech Lead | Q97021          | \$21.925000             | \$22.925000                                       | \$23.925000                                       | 042               |
| IT Systems Analyst 1          | C1C011          | \$33.400000             | \$34.400000                                       | \$35.400000                                       | 042               |
| IT Systems Support 2          | C1F012          | \$28.550000             | \$29.550000                                       | \$30.550000                                       | 042               |
| Service Desk Specialist       | C1F012          | \$29.550000             | \$30.550000                                       | \$31.550000                                       | 042               |
| Specialty Program Coord       | F12093          | \$27.300000             | \$28.300000                                       | \$29.300000                                       | 042               |
| Specialty Program Coord Lead  | F12093          | \$28.590000             | \$29.590000                                       | \$30.590000                                       | 042               |

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

**ADDENDUM A.  
BROADBAND PAY PLAN PROVISIONS**

This Agreement represents the parties’ full and complete agreement for all provisions of the Broadband Pay Plan under the term of this contract.

**Section 1.** Across the Board Pay Adjustments. 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.

**Section 2.** State of Montana Benefit Plan Contribution. 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.

| <b>Employee Monthly Contributions Before Wellness Incentive</b> |  |  |
|---|--|--|
| <b>Contribution Type</b>  | <b>2026<br/>Plan Year Contribution</b> | <b>2027<br/>Plan Year Contribution</b> |
| Employee Only   | \$60                                   | \$60                                   |
| Employee and Spouse   | \$318                                  | \$326                                  |
| Employee and Children   | \$134                                  | \$138                                  |
| Employee and Family   | \$397                                  | \$407                                  |

| <b>Employee Monthly Contributions After Wellness Incentive</b> |   |   |
|--|---|---|
| <b>Contribution Type</b>                                       | <b>2026 Plan Year<br/>Contributions</b> | <b>2027 Plan Year<br/>Contributions</b> |
| 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%.

**Section 3.** Training Assignments. The supervisor or designee may establish written 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 minimum of the occupational wage range.

**Section 4.** Pay Adjustments. The Employer may consider pay adjustments in accordance with the State of Montana Broadband Pay Plan Policy on a case-by-base basis.