

2025 – 2027

SUPPLEMENTAL AGREEMENT
between the
STATE OF MONTANA
MONTANA MENTAL HEALTH NURSING CARE CENTER
and the
MONTANA FEDERATION OF PUBLIC EMPLOYEES

ARTICLE 1.
RECOGNITION

Section 1. 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.

Section 2. 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.
LABOR MANAGEMENT MEETINGS

Section 1. It is agreed that up to three employees will be allowed to serve on paid time basis if they are normally scheduled to work, to confer with Management on day-to-day type problems.

Section 2. Meetings will be held on a quarterly basis, or when necessary, on a mutually agreeable date, time, and place. Agendas for said meetings must be submitted by the requesting party no less than 14 calendar days prior to the meeting date.

Section 3. It is understood that this committee does not take the place of the grievance procedure. Any decisions reached by the committee in resolving day-to-day type problems shall not alter the terms of this Agreement and will be advisory only.

Section 4. If Labor-Management Committees are held during committee members' working hours, Union committee members shall be granted paid time to attend.

ARTICLE 3.
REST BREAKS

Section 1. Employees shall be entitled to two, 15-minute rest breaks during their regular shift. Rest breaks shall be scheduled by management and may be interrupted to provide essential patient services. However, Management will make an effort to accommodate the reasonable wishes of an employee in scheduling break times.

Section 2. By mutual agreement, the two, 15-minute rest breaks may be combined into one, 30-minute rest period.

Section 3. Designated break areas shall include indoor and outdoor areas where employees are able to walk and/or visit with one another. The DPHHS complex premises shall be included as a designated break area. Management reserves the right to adjust break time to ensure adequate coverage.

ARTICLE 4. ANNUAL LEAVE REQUESTS

Section 1. Annual vacation leave requests may be submitted according to facility protocol during the month of March for the succeeding year.

Section 2. Leave requests will be granted on the basis of seniority. If seniority is identical, the leave request with the earliest submission date shall be given preference.

Section 3. Leave requests must be submitted at least 20 calendar days in advance of the date requested. Management shall respond to the request at least 10 days prior to the requested date for the leave.

Section 4. If an employee desires to change shifts with another employee an Exchange Form must be completed and submitted into the supervisor at least five calendar days in advance.

Section 5. Employees who change work location may or may not retain their scheduled vacation dates. Such employees must schedule their leave with their new supervisor subject to the requirements of service. When such changes are made, seniority may not be used to disrupt the already scheduled annual leave of a less senior employee.

Section 6. Employees who cancel their leave request shall then be subject to scheduling future dates under the provisions of "3" supra.

Section 7. Leaves for other situations will be considered on an individual basis.

ARTICLE 5. RELOCATION ALLOWANCE

Section 1. Bargaining unit members shall receive relocation allowance per state policy.

ARTICLE 6. 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

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

If the grievance is not resolved at Step 1, a formal 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 appropriate management official. The management official at the second step shall have 21 calendar days from receipt of the grievance to respond in writing.

Step 3

If the grievance is not resolved at Step 2, the Union may submit a Step 3 formal 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 Union reserves the right to file a grievance 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 7. REPLACEMENT OF EQUIPMENT

Section 1. Prescription glasses and watches which are damaged or destroyed by a resident may be replaced or repaired per the following conditions:

1. The incident is reported to the shift supervisor prior to the end of the shift;
2. The incident is verified by the shift supervisor;
3. A written incident report is filed by the employee within three working days of the incident;
4. Watches shall be replaced or repaired up to a maximum of \$50 and only if required in the performance of job duties.
5. Clothing and/or shoes damaged by resident contact may be repaired or reimbursed under the provisions in this Section up to a maximum of 50 dollars based upon a supervisor's determination of the condition of the clothing when damaged.
6. This provision is contingent upon Center budget constraints.

ARTICLE 8. TRIAL PERIOD

Section 1. Employees shall serve a maximum one-month trial period upon being promoted but pay shall in no way be impacted by such trial. If during the trial period, either the employee and/or management determine that the promotion was inappropriate, the employee shall return to their previously held position and be paid at the formerly held rate of pay.

ARTICLE 9. MEAL/MEAL PERIOD

Section 1. All employees will be granted a meal and meal period within their eight-hour shift. It is agreed that the 30-minute meal period is properly calculated as part of the total compensation of an employee. It is further understood that the meal period may be interrupted for service but, when possible, will resume at a later time. It is recognized that workers in non-direct care services are compensated for 40 hours of work per week within which they are provided a 30-minute meal period each day. Actual working hours are thereby reduced to 37 1/2 hours per week. This clause and the employee benefits referenced herein shall not affect the computation of overtime or other benefits as provided within this Agreement.

ARTICLE 10. WORK HOURS

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. This language stands in place of current language in the MFPE Master Agreement, Article 8, Section 6.

Section 2. When a change is made from daylight savings time to standard time, employees on duty when the change is made shall be compensated at time and one-half for the extra hour worked. When a change is made from standard time to daylight savings time, employees on duty when the change is made shall be paid for actual hours worked.

ARTICLE 11. SCHEDULING

Section 1. Rotating schedules will be maintained in all work areas where now utilized, but an individual employee's schedule is subject to change as provided for in the Master Agreement.

Section 2. Management will utilize Food Service Workers currently employed to provide relief and to enable them to gain experience when Cook I relief is needed and provide provisional pay in accordance with contract.

Section 3. Permanent Food Service Workers will be scheduled to work as Cook relief where the Food Service Supervisor has sufficient advance notice (at least two working days) to plan for schedule changes.

Section 4. Cook relief work does not require 10 days' notice as provided in Article 7, Section 8, of the MFPE Master Agreement, but shall be assigned in accordance with Article 7, Section 15, instead.

Section 5. The Center will attempt to fill every shift with bargaining unit employees, and to offer overtime shifts to bargaining unit employees in an effort to maintain licensing requirements. Open shifts shall be offered via posting to bargaining members for four weekdays.

Section 6. All bargaining unit employees will have the opportunity to sign up for additional shifts using the open shift signup.

Section 7. The Union and the Center mutually recognize the need to provide as much stability in wing assignments to ensure consistent care of the patients. The Union recognizes management's prerogative to manage and meet all the needs of the patients and Center programs, while management recognizes the desire of an employee to continue to work on a wing once all patient and program needs of the facility have been met.

Section 8. Transport assignments shall be done on a rotating basis through the use of a list of all eligible employees, unless there is an emergent need. A roster shall be maintained and made available to employees.

ARTICLE 12. CHAIN OF COMMAND

Section 1. The chain of command will be used to communicate both up and down the line.

ARTICLE 13. HOLIDAYS

Section 1. Any eligible full-time employee required to work on a state observed holiday, will be paid at the rate of two and one-half times their regular rate of pay for the entire shift, or at the employee's option, one and one-half times their regular rate of pay for the entire shift worked, and an alternate eight-hours off work, to be taken at a time agreeable to the employee and Employer. Employees working less than 40 hours per week will have their holiday paid hours off prorated based on number of hours worked in the pay-period.

Section 2. Any eligible full-time employee who is scheduled for a day off which is observed as a legal holiday, shall be entitled to receive a day off with pay either on the day preceding the holiday or on an alternate day off. The employee and Employer may mutually agree to utilize an alternate day off at any time during the fiscal year, as long as the alternate day off is agreed to on the employee's first working day following the holiday. The employee is free to approach their supervisor with suggestions on an alternate date off, well in advance of an approaching holiday. In the event that the employee and Employer fail to agree on an alternate day off, the Employer has the option to assign a day off within 28 days if scheduling permits, or if not, to provide eight hours of pay at the straight time rate. Any accumulation of holidays by employees in excess of seven shall automatically be paid. Under no circumstances will alternate days

off thus accumulated be used by the employee beyond the understanding reached herein.

**ARTICLE 14.
TRANSFERS BETWEEN POSITIONS WITHIN THE SAME CLASS**

Section 1. Non-probationary employees desiring to transfer into a vacated position of the same classification, within the same bargaining unit, who do not have any current disciplinary actions in their file, will be permitted to do so based upon seniority.

**ARTICLE 15.
LAYOFFS**

Section 1. Article 13, Section 4 shall be superseded in this supplemental by the following: Layoffs within a class shall be done on the basis of seniority. Employees in positions subject to elimination may assert their seniority to bump the least senior employee(s) within the same class in permanent bargaining unit positions for which they are qualified. These least senior employees may then assert their seniority to bump any temporary employees in positions for which they are qualified.

Section 2. Recall from a layoff shall be in reverse order of layoff by job. For two or more employees who have the same layoff date employees will be recalled based on seniority. When recalling employees, the Employer shall send a certified return receipt letter to the last known address of the employee with a copy to the Union. The letter shall state that failure to notify the Employer within 15 working days of their intent to return to work shall constitute forfeiture of all recall rights. Recall rights shall be limited to a period of two years following the date of the layoff.

**ARTICLE 16.
LETTERS OF DISCIPLINE**

Section 1. Letters of caution, consultation, warning, admonishment, reprimand, or probation shall be considered temporary contents of the personnel file of an employee and shall be destroyed no later than 18 months after they have been placed in the file, by written request from the employee to human resources, unless such items are applicable to pending legal or quasi-legal proceedings.

**ARTICLE 17.
NEW EMPLOYEE ORIENTATION**

Section 1. An MFPE representative will be allowed up to 20 minutes of time during new employee orientation to distribute and explain the contract. The union representative may answer questions pertinent to membership in the Federation and may handout membership applications. The MFPE representative shall not be paid or given paid release time for any time spent in such endeavor if an employee of the state.

**ARTICLE 18.
MAINTENANCE WORKERS**

Section 1. Maintenance Workers (Job Code 499413) are classified under the Blue Collar Pay Plan as a B5. Should the facility determine a Lead Worker is required, that position will be paid a minimum of 5% higher than the base rate.

**ARTICLE 19.
CALL IN**

Section 1. Employees will directly speak to their supervisor of their inability to report for their assigned shift. If the supervisor is not in the facility, they are to directly speak to the charge nurse. Employees are asked to give two hours' notice of not being able to work as assigned.

**ARTICLE 20.
SHIFT DIFFERENTIALS**

Section 1. Certified Nurse Aides (CNAs) and Custodians working the eight-hour night shift from 10 p.m. to 6 a.m. or the 12-hour night shift from 6 p.m. to 6 a.m. will receive an additional \$1.75/hour as shift differential.

Section 2. CNAs working the eight-hour evening shift from 2 p.m. to 10 p.m. will receive an additional \$0.75/hour as shift differential.

**ARTICLE 21.
IMMUNIZATIONS AND VACCINATIONS**

Section 1. The annual influenza vaccination is recommended for all employees and will be provided by the Employer.

Section 2. Staff members may decline receiving influenza vaccination but will be required to follow masking requirements if they are direct-care givers or employees that will come in contact with residents and coworkers.

Section 3. If an individual chooses to decline the influenza vaccination, they will be required to follow masking requirements per CDC recommendation.

Section 4. The relevant dates of influenza season typically are October through April. The local influenza outbreak will be determined by Central Montana Health District, the Medical Director, or the Infection Prevention Nurse.

THIS AGREEMENT is signed and dated this 9/17/2025.

THE STATE OF MONTANA:

Signed by:

Charles Brereton

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Charles T. Brereton, Director
Health & Human Services

Signed by:

Karol Anne Davis

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Karol Anne Davis, Chief Negotiator
State Office of Labor Relations

THE FEDERATION:

DocuSigned by:

Jenny Weigand

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Jenny Weigand, Field Representative
MFPE

Signed by:

Omega Wilder

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Omega Wilder, Local President

PAY TABLE

JOB CODE	WORKING TITLE	MIN + 2025 STAT	MIN + 2026 STAT
Q61021	Administrative Assistant 1	\$19.55	\$20.55
F12011	Case Manager	\$27.05	\$28.05
J26011	Certified Medication Aide	\$26.13	\$27.41
K11042	Certified Nurse Aide	\$25.13	\$26.41
M21021	Cook	\$20.05	\$21.05
N21011	Custodian 1	\$18.55	\$19.55
M21021	Food Preparer 1	\$19.55	\$20.55
M21022	Head Cook	\$20.55	\$21.55
J29J01	Data Control Specialist	\$29.26	\$30.26
998905	Laborer	\$25.40	\$26.40
U61011	Laundry Worker 1	\$18.05	\$19.05
J26012	Licensed Practical Nurse 2	\$32.50	\$36.20
Q61021	Medical Secretary 1	\$20.05	\$21.05
Q36011	Purchasing Technician 1	\$24.82	\$25.82
B1J091	Quality Improvement Coordinator	\$28.50	\$29.50
F12111	Recreation Aide	\$19.55	\$20.55
F12111	Social Service Aide	\$19.55	\$20.55
Q61022	Staffing Coordinator	\$23.50	\$24.50
Q58011	Supply Clerk	\$20.55	\$21.55

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. 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.

Employee Monthly Contributions Before Wellness Incentive		
Contribution Type	2026 Plan Year Contribution	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	2026 Plan Year Contributions	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%.

Section 3. Longevity. All of the calculations are base rates and not inclusive of longevity.

Section 4. 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.

Section 5. Training Assignments. The Supervisor or designee may establish written training assignments to enable an employee to gain the additional experience and training required for the job for a period of time not to exceed two years. At the completion of the training assignment, the employee's pay will be set no less than the entry rate of pay for the occupational pay band.

Section 6. Market-based pay: Pay awarded to employees based on comparisons to how other employers compensate employees in similar jobs. Market-based comparisons consider not only base pay, but also other types of compensation and benefits having a definable dollar value. The Department may consider market-based pay adjustments on a case-by-case basis.

Section 7. Competency-based pay: Pay based on an assessment of an employee's job-related competence. The Department may consider competency-based pay adjustments on a case-by-case basis.

Section 8. Results-based pay: Pay awarded to employees or employee teams based on accomplishments. Results-based pay may be awarded for specific outcomes or outputs. The Department may consider results-based pay adjustments on a case-by-case basis.

Section 9. Strategic pay. Pay awarded to attract and retain key employees with competencies critical or vital to achievement of the Department's mission or strategic goals. The Department may consider strategic pay on a case-by-case basis.

Section 10. Situational pay. Pay based on circumstances that occur that are not encountered in either the majority of jobs in state government or jobs used to make market comparisons. It is intended to address difficulties in recruitment and retention. It may be considered when atypical requirements exist in a position, for example, unusual hours, extreme physical demands, or environmental hazards that are causing recruitment and retention problems. The Department may consider situational-based pay on a case-by-case basis.