

SUPPLEMENTAL TO MASTER  
CONTRACT  
MPERA

and the

Montana Public Employees  
Association

July 1, 2017 - June 30, 2019

**SUPPLEMENT TO MASTER CONTRACT  
PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION**

WORKDAY AND REST BREAKS

The regular work day will be from 8:00 a.m. to 5:00 p.m. One 15-minute rest break will be granted during the first four hours of the eight-hour work day and one 15-minute rest break during the second four hours. Notification prior to leaving the building during a rest break will be required. For any non-approved leave for personal reasons extending over 15 minutes, the employee will be required to take the appropriate leave time. Rest breaks may not be used to extend lunch periods, except with prior approval.

ARTICLE 8. SECTION 1. (Master Agreement)

"Non-exempt" employee means an employee subject to the overtime provisions of the Federal Fair Labor Standards Act and its regulations. "Non-exempt" employees shall be paid at a rate of one and one-half times their regular rate of pay for all authorized time they work over 40 hours per week.

ARTICLE 8, SECTION 7. (Master Agreement)

Management personnel may occasionally assist in performing or perform tasks otherwise considered to be duties of bargaining unit members.

ASSOCIATION/MANAGEMENT COMMITTEE

In order to facilitate communication and resolve issues of mutual interest, an Association/Management Committee will be formed which will consist of no more than three employees who are members of the bargaining unit and three employer representative(s). These six individuals will make up the core committee.

The Committee shall not take the place of bargaining or the grievance procedure, but will consider day-to-day kinds of matters which are not discussed in the staff meetings, unless it is mutually agreed that the subject be considered by the Committee. In no case will this committee modify or abrogate the terms and conditions of this contract or the Master Agreement.

The Executive Director of the Montana Public Employee Retirement Administration (MPERA), the Director's designee or the bargaining unit executive committee may request such a meeting. The meeting will be held on the Employer's time whenever possible, at a time and date mutually agreeable. Typically, meetings will be held the Wednesday prior to scheduled MPERA board meetings. Meetings will be held monthly in the beginning and then at least

quarterly or more often as necessary and as determined by the committee members.

### FLEXIBLE HOURS

Employees may request changes to their regular schedules in the following categories:

*Flex-time – situational requests to adjust an employee’s schedule during a week period. Normally such requests will address short-term scheduling changes to offset time for personal needs.*

*Alternate work schedule – a long-term change to an employee’s schedule with the following conditions documented: schedule, duration, and conditions for repeal of the schedule.*

Management shall consider organizational needs and similar requests for schedule changes when making a decision to approve or deny. Management may designate positions that are not eligible for alternate work scheduling.

### CLASSIFICATIONS

1. An employee or his/her representative affected by the operation of the Classification Act is entitled to file a complaint with the Board of Personnel Appeals provided for by law and to be heard under the provisions of a grievance procedure to be prescribed by the Board.
2. Direct or indirect interference, restraint, or retaliation by an employee’s supervisor or the agency for which the employee works or by any other agency of state government against an employee because the employee has filed, or attempted to file, a complaint with the Board shall also be basis for a complaint and shall entitle the employee to file a complaint with the Board and to be heard under the provisions of the grievance procedure prescribed by the Board.
3. An action attempting to revise the class specifications of or series of class specifications involving an employee exercising the right to appeal their classification, which would adversely affect the employee prior to final resolution or entry of a final order with respect thereto is presumed to be an interference, restraint, coercion, or retaliation prohibited by subsection 2 of this section unless such review was commenced or scheduled prior to filing of the appeal and was not prompted by the grievance appealed from. The presumption is rebuttable.

ARTICLE 10. SECTION 8. (Master Agreement)

An employee awaiting approval on an industrial accident claim must be considered on leave without pay, sick leave or vacation pay status and must provide all required medical information from the attending physician or must provide a valid leave request, specifying the anticipated length of the absence.

ARTICLE 12, SECTION 1. (Master Agreement)

A probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not, in the judgment of the employee's supervisor, meet the required standard of performance.

The probationary period shall last for Twelve 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. The matter of the creation of additional probationary periods may be discussed in the appropriate supplemental(s).

JOB VACANCIES:

Whenever a vacancy or newly-created position occurs within the bargaining unit, the Employer will prepare a job notice and post the position externally with email notice given to association members. Members who apply for the position will be hired over external candidates where qualifications for the position are substantially equal.

BROADBAND PAY PLAN PROVISIONS

Section 1. Statement of broadband pay plan objectives. It is the objective of the Montana Public Employee Retirement Administration to pay employees for their competencies and accomplishments and to consider market factors in establishing pay. The following pay plan provisions represent an initial step toward that goal by progressing employees to target pay for their occupation provided they are not under corrective action.

Section 2. Pay ranges. The following pay ranges are for bargaining unit positions represented by the Association:

<b>Band</b>	<b>Job Title</b>	<b>Working Title</b>	<b>Job Code</b>	<b>Entry</b>	<b>Target</b>
2	Administrative Clerk	Administrative Support	434712	\$24,800	\$31,000
2	Document Imaging Oper	Imaging Clerk	439732	\$22,400	\$28,000
3	Accounting Technician	Payroll/Accounting Tech	433313	\$27,200	\$34,000
3	Data Processor Tech	IS Systems Processor	439233	\$26,000	\$32,500

4	Benefit Technician	Benefit Analyst/DB Assistant	434834	\$35,200	\$44,000
4	Customer Service Asst.	Employer/Employee Call Center Assistant	434514	\$29,600	\$37,000
5	Accountant	Accountant	132115	\$35,200	\$44,000
5	Administrative Specialist	Program Specialist	131915	\$34,800	\$43,500
6	Benefits Specialist	Disability Examiner	131736	\$39,680	\$49,600
6	Management Analyst	Publications Specialist	131816	\$42,800	\$53,500
6	Network Administrator	LAN Administrator	151716	\$46,400	\$58,000
6	Training Development Spc.	Educ. & Training Specialist	131756	\$40,000	\$50,000
6	Comp Systems Analyst	Information Systems Analyst	151516	\$51,840	\$64,800
7	Comp Application Engineer	Software Specialist	151337	\$60,000	\$75,000

**Section 3. Career Ladders.** Career ladders have been developed for bargaining unit positions (see Appendix B). Progression levels have been defined with objective criteria by management with review and input from the Labor Management Committee (LMC). An employee must meet all criteria, as determined by the supervisor, to advance in level and be eligible for the established salary increase (Appendix A).

Ladder progression reviews shall be conducted by management at least semi-annually. Bargaining unit members may request a review from their supervisor if they feel all criteria have been met to advance in level. A request for review must be submitted in writing and provide details supporting the case for advancement in each criteria category. Appeals of placement or advancement in a career ladder will be reviewed by a three-person panel consisting of the association member, his or her supervisor and the Executive Director.

A career ladder may be reviewed and amended under the following conditions:

- Job duties in position description are substantially changed;
- Business functions change significantly; OR
- A review of career ladder criteria shall occur at least annually and be concluded on or before May 31<sup>st</sup> of each year.

Reviews must include all association members covered by the career ladder and the supervisor of the position(s).

**Section 4. Pay Increases.** An employee who has met all criteria established for a level within the occupational career ladder will receive a pay increase. The amount of pay awarded will be determined by the established percentage of target outlined in Appendix A. The pay increase will be effective the first day of

the first full pay period immediately following a conclusive ladder review meeting between a bargaining unit member and his or her supervisor.

Section 5. Hiring rates. Starting pay for employees new to MPERA shall be determined by their placement in the appropriate occupational career ladder. If the new employee cannot be placed at any level in the ladder, starting pay shall be set to 80% of target for the occupations.

Section 6. Training assignments. The Executive Director or designee may establish written training assignments to enable an employee to gain the additional experience and training required for the job. In these cases, the Executive Director or designee may set the employee's base pay rate below the minimum for the occupation as indicated in Section 2 pay ranges, for a period of time not to exceed one year. At the completion of the training assignment, the employee's pay will be set no less than the entry rate of pay for the occupational pay band.

Section 7. Lead workers. Base pay for lead workers, as identified by the Executive Director, will be four percent above target for their occupation. Lead worker responsibilities shall follow the definition of lead worker outlined in the state Broadband Classification Manual dated January 14, 2015.

Section 8. Promotions. Association members who are promoted to a new position shall be paid according to their placement in the new occupation's career ladder. If pay did not increase in the new ladder, the association member's pay will not be changed until outlined conditions are met for an increase. Pay will not be decreased if initial ladder placement in the new occupation establishes a pay rate lower than the current base salary of the association member.

Section 9. Demotions. The Executive Director or designee shall typically set the base pay rate of an employee demoted to a position in a lower pay band to a level that maintains the employee's target pay prior to the demotion. At the director's discretion, the demoted employee's base pay rate may remain the same as it was in the higher pay band. If the maximum base salary of the newly-assigned band is lower than the employee's current base salary, the Executive Director may allow the employee's base pay rate to be pay-protected up to a period of 180 calendar days. At the end of the 180-day period, the employee's base pay rate will be reduced to the maximum pay rate for the new pay band.

Section 10. Reclassifications. Reclassification of a position does not constitute a new position; therefore, the employee maintains their current market ratio based on years of service.

Section 11. 2017-2019 Statutory Compensation

Across the Board Pay Adjustments

Employees will receive a 1% salary increase each year of the biennium. Wage increases will become effective the first full pay period that included February 15<sup>th</sup> of each year of the biennium. The increase shall apply to the employee's base pay. Further, in accordance with Section 2-18-303(4)(a)(i), 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, the adjustment will be paid retroactively.

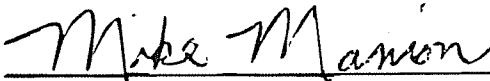
Employer Contributions for Group Health Plan

HCBD is managing the State Employee Group Health Plan to contain costs and minimize member cost impacts. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out of pocket levels will not increase through December 31, 2018 and shall only increase in the 2019 plan year if the actuarially determined Risk Based Capital Level is at or below 250%.

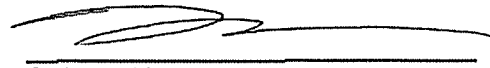
This Agreement is signed and dated this 17<sup>th</sup> day of November, 2017.

FOR: STATE OF MONTANA

FOR: MONTANA PUBLIC  
EMPLOYEES ASSOCIATION



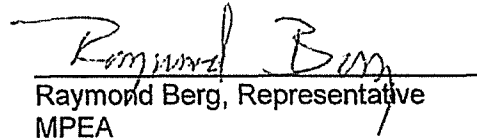
Mike Manion  
Chief Labor Negotiator  
State Office Labor Relations



Quinton Nyman  
Executive Director  
MPEA



Dore Schwinden  
Executive Director  
Public Employee Retirement  
Administration



Raymond Berg, Representative  
MPEA



Maggie Peterson  
Board Vice-President  
~~Public Employee Retirement Administration~~



Kelly Wisterburn  
Chief Steward

**Memorandum of Agreement**  
 between  
**Montana Department of Administration**  
 and  
**Montana Public Employees Association**

The parties agree to amend the Public Employee Retirement Administration Supplement to the MPEA Master Contract by expanding the list of positions represented by the Union. This expansion will accommodate the growing needs of Montana Public Employees Retirement Association (MPERA). More specifically, MPERA will be recruiting for a Financial Specialist position in the near future. Specifics regarding pay and career progression are shown below:

Band	Job Title	Working Title	Job Code	Minimum	Target Pay
6	Financial Specialist	Pension Financial Specialist	132916	\$53,000	\$60,000

In accordance with the three step career ladder already adopted in the supplement referenced above the salary increases for this position are as follows:

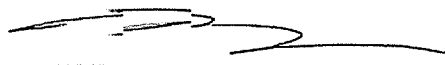
Level 1 - \$55,000      Level 2 - \$57,500      Level 3 - \$60,000

Other than what is stated above this agreement does not add to, subtract from, or otherwise modify the existing contract.

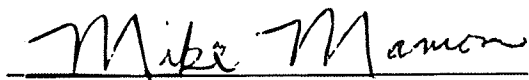
Entered into and executed this 17<sup>th</sup> day of November, 2017.



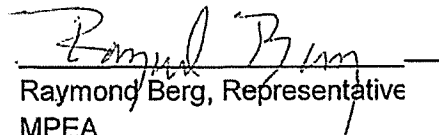
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