

**MFPE SUPPLEMENTAL AGREEMENT  
COMMUNICATIONS OPERATORS, LOCAL #7786  
Department of Justice  
2019-2021**

Each of the provisions listed below are intended to supersede similar provisions contained in the MFPE Master Agreement:

**ARTICLE 2 – ASSOCIATION RIGHTS**

Pre-Negotiations

The Employer will allow one meeting prior to commencement of negotiations to be attended by five representatives (one president, three shift representatives and one alternate) from the Communication Center to prepare contract proposals. The Employer will provide up to eight hours of paid time per employee for the meeting, but no per diem or state vehicles or travel expenses. At least 15 days prior to this meeting, the Association shall notify the Colonel in writing of the meeting date, time, location, and the names of the operators who will be attending. The Association will make every effort to schedule the meeting on the affected employees' non-work time; however, if it is necessary to schedule the meeting during work time, the procedure in this Section will be followed. The Employer agrees to provide a pool of 24 hours of total paid time to be distributed among Association bargaining team members for biannual contract negotiation sessions.

**ARTICLE 7 - PAY AND HOURS**

Hours of Work

The Association recognizes the Employer's right to schedule. Communications operators will be placed on regular work schedules as provided below, and unless specifically provided in this supplemental, an operator's regular work schedule will not be changed unless first being given a minimum of 24 hours' notice of the change, except for emergency situations.

1. Workday and Workweek

The normal work hours and workweek of communications operators shall remain within the discretion of the Employer to establish. It is understood and agreed that the Employer is a 24-hour per day and 7-day per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of employees to suit the needs and requirements of the department as they may change from time to time. It is the exclusive right of the Employer to establish the number and starting time of shifts, work week and workday. The Association

recognizes the Employer's right to schedule. Nothing in this Agreement shall prohibit the Employer from establishing alternative work schedules.

2. Temporary Use of Employee in Vacant Supervisor Position

*Section 15.* If an employee is selected and given written authorization by a supervisor to temporarily fill a vacant supervisor position due to illness, annual leave or other circumstances, he/she shall be paid at the higher grade with the rate of temporary pay to be set according to the Pay Plan Rules. The pay increase shall become effective on the day specified in the written authorization.

3. Call-Out

*Section 9.* An employee called out to work shall receive a minimum of three hours pay at the rate of time and one half. Attendance at meetings does not constitute a call-out, nor does attendance at training.

**ARTICLE 8 - OVERTIME AND COMPENSATORY TIME**

Use of Supervisory Personnel

*Section 7.* The provisions of Article 8, Section 7 of the MFPE Master Agreement will not apply to this bargaining unit.

**ARTICLE 9 - HOLIDAYS**

Holidays

*Section 3.* The Master Agreement provision which binds employees to one of two holiday compensation options for a period of at least one year (Article 9, Section 3, second sentence) does not apply to Communications Operators.

*Section 4.* Alternate days off accrued by December 31<sup>st</sup> must be used no later than March 31 of the following year or they will be paid out by the Employer on the pay period that includes March 31.

**ARTICLE 10 – LEAVES**

Vacation Scheduling

Requests for vacation leave are to be submitted between October 1<sup>st</sup> and November 15<sup>th</sup> each year. Vacation leave bidding during this period will be structured in a series of three rounds. Each round of bidding will trump the following subsequent rounds for purposes of granting annual leave. For the first round (Gold Round) of vacation bidding, a maximum of fifteen (15) days per person may be bid. Bidding will be by seniority. There will follow a second round (Silver Round) of fifteen (15) days. Upon completion of these two bidding rounds, the remainder of accrued vacation time may be bid in an unrestricted fashion (Bronze Round).

The awarding of vacation bids will be by seniority, by shift.

Any vacation leave not bid in this way will be granted on a first come first serve basis after January 2.

Vacation leave requests shall be granted to those persons with accrued annual leave over those without accrued annual leave regardless of seniority. This provision will not apply to situations involving leave covered under the Family Medical Leave Act.

## **ARTICLE 11 – GRIEVANCES AND ARBITRATION**

The Communications Section Chief will serve as the management official designated to hear grievances at Step 2 in the grievance procedure outlined in Addendum B of the MFPE master agreement. The Chief of the Highway Patrol will serve as the management official to receive the grievance at Step 3, and the Director/Attorney General is the management official to receive the grievance at Step 4. Step 5 will be the stage at which the Association may serve notice of intent to arbitrate.

## **ARTICLE 12 - JOB SECURITY**

*Section 1.* The probationary period shall last for one year. 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.

## **ARTICLE 13 – SENIORITY**

### Seniority

*Section 1.* Seniority is defined as the length of continuous service with the Department of Justice since the last date of hire. Seniority will be the controlling factor for shift bidding.

*Section 2.* Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds 60 consecutive working days except when leave without pay is due to active military leave or leave covered by the Family Medical Leave Act (FMLA). Employees who are recalled from a layoff or return from leave without pay that is not active duty or FMLA related will be credited for previously earned seniority. Seniority shall be revoked upon voluntary termination, retirement, or discharge for cause.

*Section 7.* Overtime shall be allocated on a seniority basis when management has at least eight hours' notice of an absence and the need to find a replacement. If less than eight hours' notice, management has the option to assign overtime in a fair and equitable manner to meet the staffing needs.

*Section 8.* Employees will have an opportunity each October to re-bid the work shifts that management has established, if a majority of employees in the Communications Center elect to re-bid. The bidding will be on a seniority basis.

### ARTICLE 14 - VACANCIES AND PROMOTIONS


Section 1. When a vacant or newly created permanent position is to be filled, the Employer shall notify each bargaining unit member individually of the job opportunity via email. The posting requirements contained in Article 14 of the MFPE Master Agreement shall not apply.


### ARTICLE 19 – OTHER


#### F. Labor-Management Committee


Section 5. When requested by the Association and with the approval of the Colonel, up to five members of the bargaining unit (one president, three shift representatives and one alternate) shall meet to discuss day-to-day problems and procedures of the Highway Patrol. The meetings will be scheduled by the Colonel during working hours at a time and place deemed to be in the best interest of the operation of the patrol. Notice of the meetings will be made to the chapter president and Montana Public Employees Association at least 10 days prior to the meetings.


DATED THIS 4/17/2020

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## Addendum A

Addendum A represents the parties' complete pay agreement for the term of their 2019-2021 collective bargaining agreement.

### Section 1. 2019-2021 Compensation

#### SCHEDULE A

Increment	Years of Service	January 1, 2020	January 1, 2021
1-Probationary	0 to 1	\$18.4375	\$18.9375
2	1 to 3	\$19.3594	\$19.8844
3	3 to 6	\$20.3273	\$20.8786
4	More than 6	\$21.3437	\$21.9226

**Section 2. Placement.** When setting new employees' pay on Schedule A, the department may credit them with up to three years' previous related experience in other law enforcement agencies. Thereafter, employees will progress one increment on their anniversary date in the pay progression when they have achieved the required years of service, provided they received a satisfactory performance appraisal in the most recent appraisal period.

**Section 3. Additional compensation for field training officers.** Operators who serve as field training officers (FTOs) will be compensated at \$2.50 an hour for each hour they perform assigned FTO duties.

**Section 4. Shift Differential.**

Shift Differential of \$.50 per hour will be paid for all shifts between the hours of 22:00 and 06:00 except for holidays.

**Section 5. Workload Differential.**

A workload differential of \$0.50 per hour will be paid between the hours of 1400-2000 except for holidays.

### Across the Board Pay Adjustments

The State shall increase each employee's base salary by \$.50 per hour effective the first full pay period that includes January 1, 2020 and \$.50 per hour the first full pay period that includes January 1, 2021.

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**

The Health Care and Benefits Division 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, 2020. The State's share contribution (currently, \$1054 a month) will not change during the same period.

## Addendum B

### **July 1, 2019 – June 30, 2021**

This addendum represents the parties' entire agreement with respect to CSO base pay. The parties share a mutual interest in maintaining a competitive salary schedule for communications professionals at all years of service. To that end the parties will compare relevant survey information in an effort to maintain a competitive compensation package.

For the term of this contract it is agreed that the CSO's years of service will determine placement within Section 1 (below). CSO's years of service will be computed using their date of hire with the Montana Highway Patrol. Career progression or future movement will be a priority for discussion by the Montana Highway Patrol Communications Center Labor-Management Committee.

**Section 1 – Career Ladder Advancement.** This section provides the system for advancing MHP Communication System Operators (CSO's) within the following Career Ladder. CSO's will be promoted when they have met the requirements for advancement. This career progression ladder is separate from and in addition to salary survey base increases. The percentage increases are cumulative over the course of a CSO's career.

The purpose of this career ladder is to provide employees the opportunity to advance in their careers, to increase CSO retention by providing opportunity for periodic professional and economic growth, and to demonstrate MHP's commitment to increasing CSO competency through training.

Promotion within the career ladder is allowed without a vacancy. A CSO will be eligible for promotion with s/he has met the requirements of the career ladder progression. Promotion is not based on race, sex, age, religion, national origin, handicap, marital status, political beliefs, or any other factor that would be in violation of federal or state civil rights laws. The effective date for promotion will be the first pay period after the employee has met all promotion requirements. Promotion cannot be withheld based upon evaluation ratings or disciplinary action.

Training designated as "approved training" for the purposes of accruing hours shall include APCO and POST certified communications trainings, as well as any others reviewed by management and deemed relevant to CSO work duties at the Montana Highway Patrol Communications Center.

Title	Education/Experience	% Increase to Probationary Base

Probationary CSO	Meets minimum qualifications through competitive recruitment	-
CSO I	Successful completion of duties assigned as probationary CSO through end of year 3. Performs at an acceptable level as reflected in performance appraisals	
CSO II	<ul style="list-style-type: none"> <li>• Minimum of 10 years completed MHP service</li> <li>• Minimum of 356 hours completed approved training</li> </ul>	0.5%
CSO III	<ul style="list-style-type: none"> <li>• Minimum of 16 years completed MHP service</li> <li>• Minimum of 548 hours completed approved training</li> </ul>	1.5%
CSO IV	<ul style="list-style-type: none"> <li>• 20 years or more completed MHP service</li> <li>• Minimum of 676 hours completed approved training</li> </ul>	0.5%