

LABOR AGREEMENT
between
STATE OF MONTANA,
DEPARTMENT OF JUSTICE,
and
MONTANA FEDERATION OF PUBLIC EMPLOYEES
for
DRIVER SERVICES BUREAU, DRIVERS EXAMINERS, AIDES,
& CLERKS
and
CLERKS OF THE RECORDS AND DRIVER CONTROL BUREAU

2019-2021

Table of Contents

ARTICLE 1 RECOGNITION..... 1

ARTICLE 2 FEDERATION RIGHTS..... 1

ARTICLE 3 FEDERATION SECURITY 2

ARTICLE 4 MANAGEMENT RIGHTS 2

ARTICLE 5 NO STRIKE/NO LOCK-OUT 3

ARTICLE 6 NON-DISCRIMINATION 3

ARTICLE 7 WORK DAY/WORK WEEK..... 4

ARTICLE 8 COMPENSATION AND OVERTIME 5

ARTICLE 9 HOLIDAYS..... 6

ARTICLE 10 LEAVES 7

ARTICLE 11 GRIEVANCES AND ARBITRATION 8

ARTICLE 12 JOB SECURITY 10

ARTICLE 13 SENIORITY, LAYOFF AND RECALL..... 11

ARTICLE 14 VACANCIES AND PROMOTIONS 12

ARTICLE 15 RATINGS AND WARNINGS 12

ARTICLE 16 PUBLIC EMPLOYEES RETIREMENT SYSTEM 13

ARTICLE 17 OTHER..... 14

ARTICLE 18 LABOR MANAGEMENT COMMITTEE..... 14

ARTICLE 19 SEVERABILITY 15

ARTICLE 20 ENTIRE AGREEMENT 15

ARTICLE 21 TERM OF AGREEMENT 15

ADDENDUM A – BROADBAND PAY PROVISIONS 17

PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of July 2019, between the State of Montana, the Department of Justice, Motor Vehicle Division, hereinafter referred to as the "Employer," and the Montana Federation of Public Employees, hereinafter referred to as the "Federation". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and the employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the State of Montana, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. It is understood that the Employer is engaged in furnishing an essential public service which vitally affects safety and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1 **RECOGNITION**

Section 1. The Employer recognizes the Federation as the sole and exclusive representation for the Department of Justice, Motor Vehicle Division

- Driver License Section Driver Examiners, CDL/VIN Specialists, Examiner Aids;
- Record and Driver Control Section Noncommercial Unit File Clerks and Lead Workers;
- Record and Driver Control Section Medical Desk License Permit Technicians.

Section 2. Either party may petition the Board of Personnel Appeals to resolve a dispute about whether a position is covered or excluded under this Agreement.

The parties exclude all employees not listed, employees normally scheduled to work less than 20 hours per week, temporary employees, supervisory and managerial employees.

ARTICLE 2 **FEDERATION RIGHTS**

Section 1. In the event the Federation designates a member employee to act in the capacity as official spokesperson for the Federation on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2. A written list of the accredited officers and representatives of the bargaining unit shall be furnished to the agency director immediately after their election and the agency director shall be notified of any changes of said representatives within seven calendar days.

Section 3. The internal business of the Federation shall be conducted by the employees during their non-duty hours; provided, however, the employee may be allowed a reasonable amount of paid time to process his/her grievance, including arbitration matters, but the Employer will not compensate individuals for time spent in such activities outside their normal work schedule.

Section 4. The Federation's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations' matters, provided that such visitations shall be coordinated in advance with Management and shall not unduly disrupt work in progress.

Section 5. Accredited Federation representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file, with the exception of medical information, unless the issue involves such matters, and only where justification is advanced for such access by the Federation.

Section 6. The Federation may be allowed to use the employer's facilities for Federation meetings contingent upon availability and management approval. The Federation shall be liable for any damage as a result of such use.

ARTICLE 3 **FEDERATION SECURITY**

Section 1. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Federation by such employee for dues or representation fee. The Employer will remit to the Federation such sums within 30 calendar days. Changes in the Federation membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Federation and shall be at least 30 calendar days in advance of such change.

Section 2. The Federation will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any check-off of Federation dues.

ARTICLE 4 **MANAGEMENT RIGHTS**

(In compliance with State Statute 39-31-303, M.C.A.)

The Union shall recognize the prerogatives of the agency to manage, direct, and control the business in all particulars, in such area as, but not limited to:

1. direct employees;

2. hire, promote, transfer, assign, and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuations of such work would be inefficient and unproductive;
4. maintain the efficiency of government operations;
5. determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and
7. maintain the methods and processes by which work is performed.

Such rights are retained by the Employer unless such rights are specifically relinquished in this Agreement.

ARTICLE 5

NO STRIKE/NO LOCK-OUT

Section 1. During the term of this Agreement, neither the Federation nor its agents or representative will cause, sanction or take part in any strike or any other interference with the operation of the Employer's business, except as provided in Article 21.

Section 2. During the term of this Agreement, there shall be no lockouts by the Employer.

Section 3. The Federation hereby accepts liability for any damage to or loss of state property that is the proximate cause of action taken by striking employees of the bargaining unit, provided however that liability under this section shall be restricted to physical damage to real and personal property, and shall not include any alleged loss of revenue or other incidental or punitive damage sought by the Employer.

ARTICLE 6

NON-DISCRIMINATION

Section 1. No member of the Federation shall be discharged or discriminated against for upholding Federation principles. The Employer and the Federation affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training.

Section 2. In accordance with the provisions of the Governmental Code of Fair Practices, the Employer shall recruit, appoint, assign, train, evaluate and promote its employees on

the basis of merit and qualifications, without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin and ancestry.

ARTICLE 7 **WORKDAY/WORK WEEK**

Section 1. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided for herein or by statute.

Section 2. A regular workday shall consist of eight hours of continuous work. Employees shall be granted a meal period not counted as part of the workday. It is understood that a variable work schedule may be mutually agreed to by an employee and the Employer, as long as such schedule totals 40 hours for a week. Variable work schedules could include four 10-hour days. The Employer reserves the right to discontinue alternate work schedules with 15 working days' written notice. The employee and management may discontinue an alternative schedule sooner, with mutual agreement in writing and signed, waiving the 15-day notice requirement.

Employees will be allowed one 15-minute rest break in each half of the workday. Management will make a concerted effort to provide a.m. and p.m. breaks. Such breaks may only be taken during slack work times and must be interrupted in order to provide services to clients.

Section 3. A regular workweek shall consist of five regular workdays, Monday through Friday inclusive, totaling 40 hours. A regular workweek will normally be assigned; however, the Employer may establish a designated workweek of five consecutive days, Tuesday through Saturday. If a designated workweek, which includes a Saturday, is established, assignments to this designated workweek will be made by mutual agreement. In the event assignments by mutual agreement do not complete the coverage for a designated workweek, assignments will be made on a rotating basis. The rotation shall occur in inverse order of seniority, with least-senior employees starting the rotation.

Holiday benefits for employees who work alternate schedules will be provided in accordance with Article 9.

Section 4. Employees placed on a regular work schedule shall not have their work schedule changed unless given 10 working days' notice of the change, except in emergency situations, relief situations, or unless mutually agreed.

Section 5. Upon mutual agreement, employees may be granted flextime where they may work longer on one day and shorter on another. An employee may only flex time within the same pay week. When flex time is used, an employee will not accrue overtime.

ARTICLE 8

COMPENSATION AND OVERTIME

Section 1. Conditions relative to and governing wages and salaries are contained in Addendum A of this Agreement.

Section 2. The pay schedule and provisions contained in Addendum A will be the total compensation, minus longevity and other benefits. The schedule does not reflect the health insurance benefit for eligible bargaining unit employees as defined by state law.

Section 3. Whenever an employee receives a pay increase due to promotion, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 4. Full-time employees who are called out for work and report outside the regular shift shall be paid for a minimum of two hours at a rate of one and one-half times the regular rate of pay, except for holidays, as enumerated in Article 9, which will be paid at two and one-half times the regular rate of pay. Each hour after two hours shall also be paid at the above rates. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the workday or to assignments given in advance.

Section 5. Overtime shall be paid at a rate of one and one-half times the regular rate of pay for any time worked over eight hours per day, or 40 hours per week. However, it is understood that when a variable work schedule is established by mutual agreement with the employee, then overtime after eight hours would not apply. A non-exempt employee may request and receive compensatory time in lieu of cash at the employee's option with the employer's approval. Compensatory time will be taken at a time mutually agreed to by the employer and the employee.

Subsection 1. Authorized holiday leave, sick leave, annual leave or accrued compensatory time shall constitute time worked when computing overtime credits under this Article.

Subsection 2. Consenting employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour work week, provided such consent is reduced to writing and bears the employee's signature.

Section 6. If job related travel time is scheduled for other than the employee's normal work week, such travel time shall be compensated in accordance with the terms of this Article.

Section 7. The Employer will make a good faith effort to equalize the offer of scheduled overtime among employees in the same workstation and classification where training and ability are sufficient to do the work. Scheduled overtime must be approved in advance by the employer when employees accept offered overtime.

The Employer understands that overtime situations because of vehicle emergency, weather and/or road conditions are not within the control of the Employer or employee. Such unforeseen situations shall not be construed by the Employer as an abuse of overtime.

**ARTICLE 9
HOLIDAYS**

Section 1. For pay purposes the following shall be recognized holidays of bargaining unit employees:

New Year's Day.....	January 1
Martin Luther King, Jr. Day.....	3rd Monday in January
Washington's/Lincoln's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day.....	1st Monday in September
Columbus Day.....	2nd Monday in October
Veteran's Day.....	November 11
Thanksgiving Day.....	4th Thursday in November
Christmas Day.....	December 25
General Election Day.....	In even-numbered years

If any days are added to or removed from the above list by the legislature, such changes shall become immediately effective.

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in 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. Eligible part-time employees shall receive benefits granted in this section on a pro rata basis.

Section 3. When an eligible full-time employee is required by the Employer to work on a holiday listed above, he/she will be paid at the rate of two and one-half times his/her regular rate of pay.

Section 4. Any eligible full-time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and his supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off.

Section 5. Full-time employees who work alternate work schedules such as four 10-hour days are only entitled to the eight-hour holiday benefit, in accordance with 2-18-603, MCA.

Section 6. Banked holidays on the books as of December 31 will carry forward for 90 days into the next calendar year. Employees will have the option of using the banked holiday hours through March 31. Any excess prior year banked holiday on the books as of March 31, will be cashed out by paying the employee's regular rate of pay for each hour banked on the pay period that includes March 31. Banked holiday benefit hours are cashed out as a lump sum payment as supplemental income and taxed accordingly.

ARTICLE 10 LEAVES

Section 1. JURY AND WITNESS DUTY. Employees summoned to serve as jurors or witnesses will be granted leave per 2-18-619, M.C.A.

Section 2. SICK LEAVE. Employees shall be granted sick leave per 2-18-618, M.C.A., and according to the following:

Subsection 1. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, he/she may utilize accrued leave with advance supervisor approval.

Subsection 2. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status and to utilize available sick leave credits upon furnishing Management acceptable medical certification, if required.

Subsection 3. In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

Subsection 4. Notification of absence shall be given to and acknowledged by the immediate supervisor or if the supervisor is not available the individuals designated to receive such calls. Management agrees to take appropriate steps to ensure notification to employees of the names and telephone numbers of designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absence without receipt of proper notification by the Employer from the employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee. In cases where employees are performing functions that will require a replacement, said employees will, if possible, notify Management of their absence at least four hours in advance of the beginning of the employee's shift.

Section 3. ANNUAL LEAVE. It is understood and agreed that an employee within the bargaining unit may choose to take at least two consecutive accrued weeks of annual leave per year. It is also understood that employees may take annual leave with prior Management approval at their individual discretion as long as the execution of this right does not cause an undue burden for the Employer's operation.

Subsection 1. Annual leave for summer months (June - August) may be restricted to the two calendar weeks. When summer leave has been scheduled, a member transferring to a new district or section may not over-ride any approved leave already awarded to a member in the district or section the employee transfers into.

Subsection 2. Leave requests for summer vacations (June - August) shall be submitted by March 1st and seniority shall prevail within each district and central office section. Leave time will be approved on a "first request basis" after March 1st.

Section 4. EMERGENCY LEAVE. Accrued and available sick leave will be allowed for necessary attendance to the illness of a member of the employee's immediate family until other attendance can be reasonably obtained, to attend a funeral in the immediate family, to receive medical, dental or eye examinations, or for other disability related emergencies. Absences without receipt of proper notification by the Employer from the employee shall constitute just cause for immediate discharge, unless the failure to give such notification is due to circumstances beyond the control of the employee.

Section 5. LEAVE WITHOUT PAY. A leave without pay must be requested by the employee in advance, and Management shall then determine, based on MOM's Leave Without Pay Policy, if the employee can be excused for the time requested. The approval or disapproval from Management shall be based on the needs of the agency, the reason for the request, and the employee's work record.

Section 6. MILITARY LEAVE. Military leave shall be granted in accordance with MCA. 2-18-614, 10-1-1009, and Montana Operations Manual Leave of Absence Without Pay Policy.

ARTICLE 11 **GRIEVANCES AND ARBITRATION**

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties herein agree that they will properly attempt to adjust all disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement.

GRIEVANCE PROCEDURE

Step 1. Any dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement shall be taken up with the employee's immediate supervisor within 15 working days of the grievance. The immediate supervisor shall have five working days to respond. All 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 management contact has been given opportunity to attempt resolution.

Step 2. If the grievance is not resolved at Step 1, a formal grievance may be presented in writing within 10 working days from the receipt of the management contact's response of Step 1 to the Bureau Chief. The Bureau Chief at the second step shall have 10 working days from the receipt of the grievance to respond in writing.

Step 3. If the grievance is not resolved at Step 2, it may be presented to the Administrator of the Motor Vehicle Division or his/her designee within 10 working days of the receipt of the Step 2 response. The Administrator shall have 15 working days to respond to the grievance in writing.

Step 4. If the grievance is not resolved at Step 3, it may be presented to the Attorney General or designee within 10 working days of the receipt of the Step 3 response. The Attorney General or designee shall have 15 working days to respond to the grievance in writing.

Step 5. Should the Federation consider the decision of the Attorney General or designee unsatisfactory, the Federation shall, within 15 working days of receipt of such decision, notify the Administrator and the Chief of Labor Relations Bureau of its decision to take the grievance to final and binding arbitration.

RULES OF GRIEVANCE PROCESSING

1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.
2. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the employer's representative to answer within the time limits set forth in any step will entitle the employee to advance the grievance to the next step.
3. An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has full authority to act in the capacity of the person being replaced.
4. When the grievance is presented in writing there shall be set forth all of the following:
 - A. A complete statement of the grievance and facts upon which it is based.
 - B. The rights of the individual claimed to have been violated and the remedy or correction requested.
5. Those employees desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an

employee pursuing a grievance under the provision of this contract may not pursue the same grievance under another procedure.

6. In the event of a classification related grievance the statutory classification appeal route shall be followed wherein the grievance may be submitted to the Board of Personnel Appeals for final resolution. Where a question arises as to whether the matter falls under the jurisdiction of the Board or could possibly be arbitrated, the matter shall be referred to the Board for a decision.

RULES OF ARBITRATION

1. Within 10 working days of receipt of the Federation's notice of the intent to arbitrate a grievance, the parties shall call upon the Bureau Chief of the State Labor Relations Bureau to submit a list of mutually acceptable Arbitrators.
2. If mutual agreement cannot be reached from this list of arbitrators, each party shall be entitled to strike names from the list in alternate order and the name so remaining shall be the arbitrator. The arbitrator shall render a decision within 30 working days of the hearing and that decision shall be final and binding.
3. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts of the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the costs.
4. The arbitrator may not add to, subtract from or modify the terms of this Agreement.
5. In the event the arbitrator charges a fee(s) for canceling an arbitration hearing, the parties are responsible for payment of the fees on a 50/50 basis.

ARTICLE 12 **JOB SECURITY**

Section 1. A probationary period shall be utilized for the most effective adjustment of a new employee, and for the discharge of such 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 one year.

Section 2. The Employer may discharge or suspend any employee with permanent status only for just cause. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such actions and shall in addition notify the Federation of the removal of an employee for cause. An employee with permanent status may appeal his/her dismissal, suspension or other punitive disciplinary action through the grievance procedure.

Section 3. Modified employees shall receive credit towards completing their probation for the continuous time served as a modified employee.

ARTICLE 13
SENIORITY, LAYOFF AND RECALL

Section 1. Seniority means a member's length of continuous service since the last date of hire within the bargaining unit. Seniority shall not be considered lost if service is broken for a period of less than five working days.

Section 2. Seniority shall cease to accrue during a leave without pay or a permanent transfer out of the bargaining unit and shall be revoked upon termination, retirement or discharge for cause.

Section 3. (A) Seniority shall be the controlling factor in selection of employees for layoff within each classification of positions by geographic location. Geographic location is defined as the Helena Central office, and all exam station(s) in each city or town.

(B) It is agreed, in the event a layoff is necessary, the Employer has the discretion to choose the work location and classes which will be affected. If the incumbent of a selected position has more seniority than an employee in the same class, the affected employee may elect to transfer, or bump a lower graded position in the same work station provided the bumping does not displace an employee with more seniority, and the bumping employee has served in the bumped classification prior to the Reduction in Force. If the affected employee elects to transfer, he/she may only bump an employee with less seniority in the same classification the employer is eliminating. In that event, the least senior employee will be laid off. An affected employee must notify the Employer of his/her intention to transfer within 10 working days after receiving the notice of layoff. An employee who transfers to avoid a layoff will be responsible for his/her own moving expenses.

Section 4. Recall from layoff shall be in reverse order of layoff. The Employer shall notify a laid off employee to return to work by sending a certified, return receipt letter to the last known address for the employee with a copy to the Federation and shall therein notify the employee that failure of the employee to notify the Employer of his/her intent to return to work within 10 calendar days of the mailing of said letter shall constitute a forfeiture of his/her right to return to work. Recall rights shall be limited to a period of two years following the date of layoff.

Section 5. The Employer shall give an employee subject to lay off a minimum of 21 calendar days advance notice and shall deliver a copy of such notice to the Federation, which shall be allowed an opportunity to comment.

Section 6. No permanent full-time employee shall be laid off as long as temporary, probationary or short-term employees are employed within the same series of classifications.

ARTICLE 14 **VACANCIES AND PROMOTIONS**

Section 1. All employees will be notified of all permanent new or vacant full-time positions which could be considered to be a lateral transfer or promotion in the Department, seven working days before the closing of applications for such positions. Notice of interest must follow the appropriate human resource procedures by the end of the seventh working day. Modified employees will be given the same consideration as permanent employees. This section shall not apply to vacancies in band 2 Clerks.

Section 2. Seniority, qualifications and capabilities shall be the controlling factors in filling new or vacant permanent positions within the bargaining unit.

Section 3. All permanent and temporary positions and their location will be designated in writing.

Section 4. Transfers.

1. Members are eligible to elect a lateral transfer to another vacant position within the same classification and with comparable duties and responsibilities.
2. Transfers will be approved by the Bureau Chief.
3. Members within a classification are subject to transfer to any station or position, based on Bureau business needs.
4. Requests for transfer, applications for promotion, or out-of-classification positions must follow appropriate human resource practices.
5. Employees on probation or under a corrective action plan may not submit transfer requests for vacant positions unless approved by the Bureau Chief.
6. The determining factor in awarding transfers shall be seniority, qualifications, and capabilities. If two members with equal seniority request a transfer to the same station or position, the transfer shall be made at the discretion of the Bureau Chief.

ARTICLE 15 **RATINGS AND WARNINGS**

Section 1. An employee may request and receive a copy of his/her current position description at any time.

Section 2. Unless otherwise established or modified the statewide performance evaluation system or another system approved by the Personnel Division shall be utilized by the Employer in evaluating employees.

Section 3. Performance appraisals shall follow the appropriate human resource procedures. The standard human resource procedures include:

- a) Discussion of the performance evaluation by the immediate supervisor and the employee;
- b) Ability of the employee to submit a brief written statement in explanation of mitigation of the performance evaluation that is attached to the performance appraisal;
- c) Access to the performance evaluation by the employee;
- d) Reviewed by the next higher supervisor.

Section 4. If an employee disagrees with the performance appraisal evaluation and desires a review by a higher authority, he/she may process his/her objection through the grievance procedure.

Section 5. No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating that he/she has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon requests.

Section 6. An employee desiring that material which he/she feels is incorrect and should be removed from the personnel file of the employee, shall have the right to appeal it through the grievance procedure.

Section 7. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel file of an employee and shall be destroyed no later than 12 months after they have been placed in the file unless such items can be used in support of possible disciplinary action arising from more recent employee actions or behavior patterns or is applicable to pending legal or quasi-legal proceedings.

Section 8. Material placed in the personnel files of an employee without conformity with the provisions of this Section will not be used by the Employer in any subsequent evaluation or disciplinary proceeding involving the employee.

ARTICLE 16

PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1. All employees shall be covered by the Public Employees Retirement System as provided in Section 19-3-101 through 1404, M.C.A.

ARTICLE 17
OTHER

Section 1. If uniforms are required for specific positions, the Employer will provide uniforms or provide an annual allowance of \$500 for employees to purchase uniform items in accordance with specifications set by the Employer. The \$500 uniform allowance will also be provided to CDL Examiners and any employee who regularly performs CDL examinations / VIN inspections in harsh weather conditions. Uniform purchases are subject to approval by the Employer or supervisors designated by the Employer before reimbursement is provided. The uniform allowance will be prorated for part time employees.

Employees who are issued uniforms must present a neat and businesslike appearance, wearing all required uniform items, which must be kept clean and presentable.

Employees who are issued nametags shall, during duty hours, continuously display the nametags furnished by the Bureau.

Section 2. The Federation shall have access to the State Employee Group Benefit Advisory Council at its quarterly meeting and shall through that statutorily established channel have formal input relative to health insurance.

Section 3. When personal car use is necessary, the employee shall be compensated according to State law and policy.

Section 4. The Employer shall ensure reasonable access to the Federation and provide each employee access to an up-to-date policy manual of the rules, regulations and policies on employment related matters. The Federation shall be notified of any proposed changes or additions to personnel rules, regulations and policies issued by the Department of Justice sufficiently in advance to allow discussion and comment by the Federation.

Section 5. In addition to the monthly dues deductions authorized in Article 3 of this Agreement, bargaining unit members shall be allowed to authorize Management to deduct from their pay checks such amounts that they desire in order to participate in programs that have the prior approval of both Management and the Federation.

Section 6. A Bargaining unit member from both Driver License Section and Records and Driver Control Section shall be included on the Motor Vehicle Division safety committee as active and participating members.

NEW ARTICLE 18
LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to the establishment of a Labor-Management Committee. The committee will meet regularly and discuss communication.

Section 1. The purpose of these Committees is to discuss any item of concern to either party and foster good communications between the Employer and the members of the bargaining unit. The Committee will not take the place of the grievance procedure or the collective bargaining process.

Section 2. The Labor-Management Committee will be comprised of up to two representatives from Management and up to two members appointed by the Union.

Section 3. The Committee will meet at a mutually agreeable time, place and date within a reasonable length of time following the request of either party. The meeting will be scheduled during working hours at a time and place deemed to be in the best interest of the operation of the Division. Notice of the meetings will be made to the representatives at least 10 days prior to the meeting.

ARTICLE 19 SEVERABILITY

Section 1. In the event that any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

ARTICLE 20 ENTIRE AGREEMENT

Section 1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Federation for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under Article 21, or under applicable law on any succeeding agreement to take effect upon termination of this Agreement.

ARTICLE 21 TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of the 1st day of July, 2019, and shall remain in full force and effect through the 30th day of June, 2021. If one of the parties

desires to modify this Agreement, it shall give the other written notice of the intent to do so. In such case, the parties agree to give written notice not sooner than 120 and no less than 90 days prior to the expiration date in order to renegotiate this Agreement. It is also agreed that the Federation will meet to reopen negotiations in sufficient time to permit adequate negotiations on economic matters. The Federation shall have the right to engage in concerted activity after December 31, 2020, for matters pertaining to wages and economic benefits in the 2022-2023 biennium.

THIS AGREEMENT is signed and dated this 7/17/2020

FOR: STATE OF MONTANA

FOR: MONTANA FEDERATION OF PUBLIC EMPLOYEES

DocuSigned by:
Mike Milburn
ABD375646EAB427...

Tim Fox
Attorney General
Department of Justice

DocuSigned by:
Eric J
BEB1102FFB0A4DE...

Eric Feaver, President
MFPE

DocuSigned by:
Michael Manion
8E2DE9801B4E4EF...

Mike Manion, Chief
State Office of Labor Relations

DocuSigned by:
Kevin Gasner
AC79253CAFBB4E9...

Kevin Gasner
MFPE

DocuSigned by:
Sarah Garcia
237BEE59327F423...

Sarah Garcia, Administrator
Motor Vehicles Division

ADDENDUM A – BROADBAND PAY PROVISIONS

Field Operators Bureau Drivers Examiners, Aides and Clerks, And Clerks of the Records and Driver Control Bureau, Department of Justice – MFPE July 1, 2019 through June 30, 2021

This addendum represents the parties' complete agreement for the 2019-2021 contract term concerning the placement, adjustment and progression of bargaining unit employees' pay. The provisions of this addendum supersede the Department of Administration's broadband pay plan policy where the two conflict.

Section 1. Statement of broadband pay plan goal. It is the goal of the Motor Vehicle Division to use competitive pay ranges based on market factors and to progress employees to target.

Section 2. Occupational market pay. Except for employees under training assignments, all employees will be paid no less than entry rate for their assigned pay range as shown in Schedule A below. These pay ranges will remain in effect for the life of this agreement.

SCHEDULE A Occupational Pay Ranges – Driver Services Bureau (DSB) Effective the pay period that includes January 1, 2020					
SOC Job Code	SOC Job Title	Working Titles	Band	Entry	Market Rate
434712	File Clerk	Noncommercial Unit Clerk	2	\$14.79	\$15.39
436133	Records Management Assistant	Noncommercial Unit Worker	3	\$14.68	\$17.76
436133	Records Management Assistant	Noncommercial Unit Worker, LEAD	3	\$16.292	\$17.76
434313	License Permit Technician	Medical Desk Technician, Examiner Aide	3	\$15.684 \$15.091	\$15.29
434314	License Permit Technician	Driver License Examiner, Relief Examiner, CDL/VIN Specialist	4	\$16.847	\$18.18

The state shall increase each employee's base salary by \$0.50 per hour effective the first full pay period that includes January 1, 2020 and \$0.50 per hour the first full pay period that includes January 1, 2021.

Health Insurance

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, 2020. The State of Montana will continue the employer's share of the individual health contribution for group benefits in the amount of \$1,054 per month for the term of the agreement.

Subsection 1. Base pay for lead workers in same occupational pay range and band. The pay range for lead workers shall be established at between 5% above the lowest paid and 5% above the highest paid employee in that work unit. For purposes of this section, the medical desk technician shall be treated the same as a lead worker.

Section 3. Hiring rates. Employees new to state government will typically be hired at the entry rate for the occupation as shown in Section 2, Schedule A. At the discretion of the department, exceptions may be made for reasons such as the employee's job-related qualifications and the competitive labor market. Other considerations may include existing salary relationships within the job class, band and work unit and the agency's ability to pay.

Section 4. Training assignments. The Department may establish written training assignments to enable an employee to gain the additional experience and training required for the job. In these cases, the Department may set the employee's base pay rate below the minimum entry rate for a period of time not to exceed one year and may allow for periodic increases as the employee meets training assignment milestones. 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 range.

Section 5. Promotions, transfers and demotions. The following provisions apply unless the Department makes an exception under special circumstances with notice to the union.

- (a) **Promotions into positions in a higher pay band.** A promotion is the advancement of an individual to a higher-level job in a higher-level pay band or pay range within a band for the same job class based on qualifications and a significant change in work content. A promoted employee will receive a pay increase when moving to the higher pay band for the new position unless the employee is promoted into a training assignment as described in Section 5 above.
- (b) **Transfers into positions in the same pay band.** An employee who is temporarily or permanently transferred to a position in the same pay band but different job class will be treated as a lateral transfer with no change in pay unless:
 - (i) the employee's current base salary is below the entry rate for the occupational pay range,

- (ii) the duties of the new position are specialized, and the employee possesses relevant special skills and/or experience.

At the discretion of the Department, the employee's salary may be increased up to the target rate for the new position.

- (c) **Demotions.** The Department will typically set the base wage of an employee demoted to the position in a lower pay band anywhere between entry and target for the occupational pay range, or the Department may, at its discretion, maintain the employee's current salary.

Driver Licensing Section – Employees of the Driver Licensing Section will receive an additional \$0.25 per hour base pay effective July 1, 2019.