

Contents

A. IRREGULAR WORKDAY/WORKWEEK	2
B. ALTERNATE WORK SCHEDULES	2
C. SCHEDULING	2
D. DIFFERENTIAL PAY.....	2
E. EDUCATIONAL LEAVE.....	3
F. JOB SECURITY	3
G. SENIORITY AND LONGEVITY.....	3
H. INTERNAL POSTINGS.....	5
I. HOLIDAYS WORKED	5
J. REST BREAKS	5
K. ASSOCIATION/MANAGEMENT COMMITTEE	5
L. COMPENSATORY TIME.....	6
M. LEAVE WITHOUT PAY	6
N. RATINGS, WARNINGS AND SUSPENSIONS.....	6
O. DISTRICT CONSTRUCTION PROVISIONS.....	7
P. FIELD CONSTRUCTION SAFETY ALLOWANCE	8
Q. RELOCATION AND MOVING ALLOWANCE	9
R. FIELD INVESTIGATION UNIT SAFETY ALLOWANCE.....	9
S. TOOL ALLOWANCE	9
T. SHIFT DIFFERENTIAL.....	9
U. PAY ADJUSTMENTS.....	10
V. HEALTH INSURANCE	10

Extended thru June 30, 2023 with MOU

**SUPPLEMENTAL TO MASTER CONTRACT
FOR
DEPARTMENT OF TRANSPORTATION NON-MAINTENANCE UNIT
July 1, 2019 – June 30, 2023
Extended Thru June 30, 2023 with MOU**

A. IRREGULAR WORKDAY/WORKWEEK

1. In work areas where a regular workweek, a designated workweek, or a regular workday is not feasible, employees may be assigned to an irregular workweek or irregular workday by mutual agreement.
2. In the event mutual agreement is reached, the Employer will be liable only for overtime accrued under the Federal Fair Labor Standards Act.
3. In case mutual agreement cannot be reached with any employee, the employee with the least seniority within a class will be assigned the duty.

B. ALTERNATE WORK SCHEDULES

Alternate work schedules may be approved by the appropriate Division Administrator when dictated by the efficiency of operations. For purpose of this section, an alternate work schedule is defined as a work schedule consisting of other than five consecutive eight hour days.

If an alternate schedule is mutually agreed upon, the employer is liable only for overtime/compensatory after 40 hours per week. This includes employees working more than 8 hours per day, who have mutually agreed to less than a 40 hour workweek and / or alternate schedule.

C. SCHEDULING

Employees shall normally be given 10 working days advance notice of work schedule changes or field assignment changes, with the following exceptions. In these instances, the Department shall make every effort to provide as much advance notice as is possible.

1. Emergencies.
2. Employees in assignments that are normally on an irregular basis.
3. Employees in Construction shall be given as much advance notice of work schedule change as possible with the clear understanding that changes required to match contractors' schedules must be made on a timely basis.

D. DIFFERENTIAL PAY

If an employee is required to perform duties normally assigned to a higher level, occupation

band or pay band for an entire shift, the employee shall be paid at the appropriate higher level, occupation band or pay band according to MDT's promotion policy for all such hours worked. For purposes of administering this provision, "entire shift" does not include anticipated overtime hours.

In order to be eligible for differential pay, the following shall apply:

1. The employee must be selected and authorized by a management designee to fill the higher graded job and formal written records of such full time and temporary reassignments must be kept.
2. The authorization must be for the employee to fill a vacancy or to assume the duties and responsibilities of a higher graded position.
3. The employee must assume the duties and responsibilities of the higher graded position.
4. The eligibility for the differential shall not be based on activities but rather on the assumption of the duties and responsibilities of the higher position.

E. EDUCATIONAL LEAVE

The Employer may grant leaves with pay for attendance at a college, university, business school, or vocational school for the purpose of training in subjects related to the work of the employee and which will benefit the employee and the Employer.

F. JOB SECURITY

1. The probationary period shall be six months and may be extended for up to 180 days under the following circumstances:
 - a. to correct identified performance deficiencies;
 - b. additional training is required of the employee;
 - c. emergency situation has required the employee to be absent from the position;
 - d. changes in supervisory status has prevented an opportunity for assessment.
2. A temporary employee or probationary employee may be separated at any time during the temporary or probationary employment period upon written notice from the Employer. Probationary periods begin on the date of hire with the State of Montana in a competitively bid position.

G. SENIORITY AND LONGEVITY

1. Seniority means the length of continuous service with the Department of Transportation or its predecessor agency since the employee's last date of hire. Length of service from the last date of hire in a temporary position shall be recognized as seniority after the employee has been assigned to a permanent position.

2. Positions defined as "temporary" in the Department will not be covered by Sections 4 and 5 of Article 13, or Article 17, Section 1, as it pertains to Layoffs (Master Contract reference)
3. For the purpose of Section 4 of Article 13, the five construction districts presently defined by the Department of Transportation and Helena Headquarters are the geographical areas identified for purposes of layoff.
4. In accordance with the Master Agreement, employees shall be recalled by classification within geographic location. If a vacancy is not filled by recall as defined above recall rights shall be extended according to the following:
 - a. First, to laid-off employees in a higher graded classification in the same class series within the same geographic location.
 - b. Second, to laid-off employees in the same classification in any geographic location.
 - c. Third, to laid-off employees in a higher graded classification in the same class series in any geographic location.

Recall rights in all cases shall be for a period of two years from the date of layoff.

5. In addition to recall, a laid-off employee will receive a preference for reemployment with the bargaining unit for a period of up to two years following the date of layoff. Any bargaining unit member in RIF status who applies for a position within the bargaining unit will have five percentage points added to their final score on a scored selection procedure provided, however, they meet minimum qualifications and receive passing scores on each step of the selection process.
6. In addition to recall, a laid-off employee shall receive a preference for reemployment with the Transportation Department Non-Maintenance bargaining unit for a period of up to two years following the date of layoff. A laid-off employee who is subsequently reemployed by the Transportation Department shall retain their seniority and employment benefits including, but not limited to longevity.
7. A laid-off employee who is rehired, pursuant to Section 4 above, in a position at a lower grade than the position held by the employee at the time of layoff, shall still be entitled to his recall rights as set forth in Article 13, Section 5, of the Master Agreement and the Transportation Department Supplemental contract, Paragraph G, Section 4.
8. When filling temporary district construction positions, Management will first offer the temporary positions to qualified employees that are in "layoff" status within the same

district. Laid-off employees appointed to a temporary position will be paid at the authorized grade of the temporary position they occupied at the time of layoff.

Employees appointed to fill temporary positions will receive the state contribution for group insurance if they meet the eligibility criteria contained in 2-18-701(8), MCA.

H. INTERNAL POSTINGS

1. Whenever a vacant or newly created position occurs within the bargaining unit, the employer will prepare a vacancy announcement. Vacancy announcements will be posted for a minimum of seven calendar days. Temporary employees, as defined in 2-18-101 (28) MCA, may submit applications during the internal posting period but will not be considered for the vacancy if any permanent bargaining unit members apply and successfully complete the selection process. If the position is not filled with a bargaining unit applicant, the non-bargaining unit applicants may be considered. However, bargaining unit applicants will have preference.
2. When a position becomes available within MDT, that has the same job qualifications and pay, a lateral transfer may be considered.

Before a transfer can approved to the like position, all employees within that classification will be given notice the position is vacant and solicit interest. If more than one employee is interested in the position, then a competitive selection process according to MDT policy must take place.

I. HOLIDAYS WORKED

1. Employees who are required to work on recognized holidays will be paid two and one-half times their regular rate of pay for all hours worked. Employees who request to work on a holiday will flex their hours during the week with management approval.
2. Employees in travel status may trade a state recognized holiday if the holiday falls on a Tuesday, Wednesday, or Thursday for a Monday or Friday of the same week, with written pre-approval from the supervisor and it benefits the Department.

J. REST BREAKS

Where feasible, Transportation Department employees will be granted one rest break in the first four hours and one rest break in the second four hours of the scheduled workday. Duration of rest breaks will not exceed 15 minutes. Rest breaks will not be allowed to extend lunch periods or allow for early departure or late arrival. Rest breaks will be taken on the job location.

K. ASSOCIATION/MANAGEMENT COMMITTEE

It is agreed that no more than three bargaining unit members 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.

Meetings will be held when necessary on a mutually agreeable date, time, and place. Agendas for said meetings must be submitted by the requesting party no less than 10 working days prior to the meeting date.

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.

Effective July 1, 2016, it is agreed that no more than eight bargaining unit members will be allowed to serve as part of the association/management committee.

L. COMPENSATORY TIME

Employees will have the right to choose whether they to receive compensatory time or overtime pay as provided for in Article 8, Section 2 of the Master Contract. Selection for either option can only be made in April and October, upon initial hire, or when an employee changes positions.

M. LEAVE WITHOUT PAY

All accrued annual leave and compensatory time will be taken before a request for leave without pay will be considered. Exhaustion of annual leave is not a prerequisite for consideration of leave without pay requests for bona-fide union activities.

N. RATINGS, WARNINGS AND SUSPENSIONS

1. 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 24 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 action or behavior patterns or is applicable to pending legal or quasi-legal proceedings.
2. The Employer may place an employee on administrative leave with or without pay for the purpose of investigating.
 - a. For the purpose of investigating, administrative leave with/without pay will be administered which will be determined by the severity of the allegations.
 - b. Administrative leave with pay pending an investigation shall be used in most cases. However, when the outcome of the investigation would result in a recommendation of termination, administrative leave without pay pending an investigation may be administered.
 - c. Administrative leave with pay for investigatory purposes should not exceed five (5) working days. Employer may utilize an investigatory administrative leave without pay for investigation for a maximum of twenty (20) days.

- d. This section does not constitute a waiver of the Employer's right to impose discipline, including disciplinary suspension. The administrative leave without pay is not subject to the grievance procedure.

O. DISTRICT CONSTRUCTION PROVISIONS

MDT places no restrictions on where an employee establishes his or her permanent, legal residence. District construction personnel, in the normal course of work, or traveling to and from a project site (the middle of the project located 15 or more miles from their headquarters, are entitled to statutory per diem and lodging as provided in Sections 2-18-501 through 512, MCA, as defined in Volume 1, Chapter 0300, Montana Operations Manual.

LIMITATIONS

1. The headquarters location for calculating statutory allowance will be the MDT office identified in Table 1 below that is nearest the employee’s permanent, legal residence, except if the employee voluntarily relocates their permanent residence or voluntarily promotes or transfers to another headquarters location.

TABLE 1

BILLINGS	BUTTE	GLENDIVE	GREAT FALLS	MISSOULA
HARDIN	BOZEMAN	GLASGOW	CONRAD	VICTOR
LEWISTOWN	WHITEHALL	MILES CITY	CUT BANK	KALISPELL
		WOLF POINT	HELENA	ST. REGIS
			HAVRE	
			SHELBY	

These offices are considered permanent or are expected to remain open indefinitely as a service to the public. They are not project specific, although they may double as a project office. In the event that MDT closes one of these locations, it will remain a location for per diem purposes for the duration of this agreement. If additional such sites are established (other than project offices), they will be added to this list. If the new site is nearer the employee’s permanent residence, the employee may elect to use that as headquarters for statutory allowances.

2. Eligibility for lodging and meals will be calculated from the MDT office nearest the employee’s permanent residence in the community identified in Table 1 to the project site, measured by the most direct, maintained route.
3. State transportation may be provided from the office listed in Table 1 to the project site. If state transportation is available, the District Construction Engineer must approve use of personal vehicles. The mileage rate for personal vehicle use when a state vehicle is available will be the rate established by law and state policy for that circumstance. When state transportation is not available, personal car mileage will be paid at the rate(s) established by law and state policy for that situation.

Mileage for personal vehicle use will be calculated from the Table 1 location to the job site by the most direct, maintained route. When employees are approved to use personal transportation, or there is no state transportation available, employees choosing alternate routes to the project from their permanent residence will be paid actual mileage, not to exceed to mileage, not to exceed the mileage from the Table 1 site to the project.

Mileage reimbursement is available only to the driver. In the case of carpooling, coworkers traveling together will receive paid time.

4. Travel time will be paid at the employee's regular rate of pay based on the time required to travel from the Table 1 location to the project site, and return, by the most direct, maintained route, based on posted speeds under safe driving conditions, rounded to the nearest half-hour. This calculation is both the maximum and minimum travel time that will be allowed, and will be considered time worked for the purposes of calculating overtime.

5. Project location, contractor work schedules, or other conditions may require overnight stays. Overnight stays may not be required or approved for projects less than 90 minutes' travel time from the Table 1 location. For projects more than 90 minutes away from the Table 1 location, and when the District Construction Engineer requires overnight stays, the following applies:

- If the employee chooses not to stay overnight, travel time and mileage will not be approved for that night, or for returning to the project the following morning. Un-receipted lodging will not be approved.
- With mutual agreement between the employee and the District Administrator, employees have the option to stay at an RV site, with personal RV. Employees will be reimbursed \$12.00 per night (no receipts required) for overnight stay and will also be reimbursed (receipts required) for rental of the RV site.

6. Regardless of actual permanent, legal residence, new hires will be presumed to live in the community identified in the employment offer.

7. These provisions replace and are in lieu of any other compensation for commuting or travel incurred by field construction employees."

P. FIELD CONSTRUCTION SAFETY ALLOWANCE

District field personnel assigned to a project manager, district lab personnel, Helena lab Personnel in the geo-technical section, and materials testing section, surveyors, photogrameters, utility agents, planning traffic counter technicians, electronic equipment technicians and telecommunication technicians may elect to purchase protective clothing, CDL licenses, and safety equipment not provided by the State. Permanent, employees will be given \$225 for the term of the agreement provided such items are safety related and preapproved by the District or Division Administrator or designee.

For permanent employees employed at the time, the allowances will be included in the paycheck for the first full pay period of the contract term. If a permanent employee is hired after the first full pay period of the contract term, and they have not received the allowance for the contract term, the allowance will be included in their first paycheck.

Telecommunication technicians will be given \$300 for the term of the agreement provided such items are safety related and preapproved by the District or Division Administrator or designee.

Seasonal and temporary employees hired for a season that crosses contract terms will only receive \$112.50 safety allowance each calendar year. The allowance will be included in their first paycheck.

Motor Carrier Safety Assistant Program (MCSAP) employees shall purchase a pair of safety boots and be reimbursed up to \$200 with receipt.

Employees covered by this field safety construction allowance, and are required to possess a commercial driver's license, may use a portion of this allowance to cover their Department of Transportation physical examination.

Q. RELOCATION AND MOVING ALLOWANCE

The Employer and the Union agree that all matters relating to relocation and moving will be addressed according to departmental policy.

R. FIELD INVESTIGATION UNIT SAFETY ALLOWANCE

Field Investigation Unit employees may elect to purchase protective clothing and safety equipment not provided by the State. Employees will be reimbursed, (with current receipts) for purchasing such items in an amount not to exceed \$800 for the term of the agreement provided such items are safety related and preapproved by the District or Division Administrator or designee. Employees may also be reimbursed, for the cost of a CDL-required physical, to be included in the \$800 allowance.

S. TOOL ALLOWANCE

Telecommunication technicians will receive a \$40 per month (un-receipted) tool allowance.

T. SHIFT DIFFERENTIAL

Construction employees, employees in the lab, and road reporters, and other employees assigned to Road Reporting who work an assigned shift that falls between the hours of 3:00 pm and the first assigned shift of the next work day will receive a shift differential of \$1.00 per hour for all hours worked. Shift differential will not be paid for partial shifts that overlap into the hours of 3:00 pm and the first assigned shift of the next working day. Shift differential as outlined above will be paid at the rate of one and one-half times the contractual rate of one dollar (\$1.00) per hour for all hours worked in overtime status.

U. 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.

V. HEALTH INSURANCE

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.

W. UNION LEAVE

The Union President, or designees, will be given up to 40 hours per year total release time to work on issues of mutual benefit to the Union and the Employer and to promote collaborative work efforts and problem solving. Release time must be preapproved through the President or designee’s District or Division Administrator and must be coordinated through the Human Resources and Occupational Safety (HROS) Division Administrator.

Elected officers or designees, not to exceed five (5) who have been appointed as delegates to the MFPE Annual Conference shall be allowed four (4) hours of regular paid time to attend the MFPE Annual Conference each year, so long as no overtime is accrued. No other expenses will be compensated, and employees may not use a state-owned vehicle. The President of Local 3511 shall submit the list of authorized delegates as far in advance as possible.

For the purposes of negotiations, up to five (5) bargaining team members shall be allowed paid release of up to three (3) eight-hour days of paid time each to negotiate a successor agreement.

DATED this 11/13/2019

FOR: STATE OF MONTANA

FOR: MONTANA FEDERATION OF PUBLIC EMPLOYEES

DocuSigned by:
Michael Manion

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Michael P. Manion, Chief
State Office of Labor Relations

DocuSigned by:
Eric Feaver

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Eric Feaver,
President, MFPE

DocuSigned by:
Mike Tooley

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Mike Tooley, Director
Department of Transportation

DocuSigned by:
David Krause

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David Krause
Bargaining Unit President

MEMORANDUM OF UNDERSTANDING

TO CONTRACT EFFECTIVE

July 1,2019 THROUGH June 30, 2021

by and between

State of Montana

Department of Transportation

And

Montana Federation of Public Employees

This Memorandum of Understanding (MOU) is entered into this 1/23/2020, by and between the State of Montana, Department of Transportation (“Employer”), and Montana Federation of Public Employees (“Union”).

It is understood by the above parties that the following positions will be included in the Montana Department of Transportation, Non-Maintenance Unit, represented by the Montana Federation of Public Employees:

Paralegal Assistant – job number 12002

Legal Assistant - job number 12003

Chief Data Governance and Knowledge Management Officer – job number 22052

This MOU amends Labor Agreement No. 035, as described herein. In all other respects, Labor Agreement 035 remains unchanged.

Dated this 1/23/2020.

For: THE STATE OF MONTANA

For: MONTANA FEDERATION OF
PUBLIC EMPLOYEES

DocuSigned by:

Mike Tooley

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Mike Tooley, Director
Montana Department of Transportation

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Quint Nyman
Executive Director

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Mike Manion

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Michael P. Manion, Chief
State Office of Labor relations

Memorandum of Understanding
Between
State of Montana
Department of Transportation
And
Non Maintenance Unit Employees
Montana Federation of Public Employees

This Memorandum of Understanding is between the State of Montana, Department of Transportation, (the “State”) and the Non Maintenance Unit Employees of the Montana Federation of Public Employees (the “Federation”).

Under the Term of Agreement section, the parties agree to extend the expiration date of their collective bargaining agreement through June 30, 2023. The remainder of the Term of Agreement section remains the same except that the Federation’s right to engage in concerted activity will occur after December 31 of even years.

The parties agree that all working conditions and terms of the collective bargaining agreement shall be final and shall not be opened or re-bargained for the duration of the agreement with the singular exception of wages or remunerations.

The State and the Federation shall retain the right to bargain and negotiate wages or other remunerations during the term of the collective bargaining agreement. Any agreement between the parties regarding wages or remunerations shall be memorialized in a document separate from the collective bargaining agreement.

Signed and dated this 12/29/2020.

FOR THE STATE:

FOR THE FEDERATION:

DocuSigned by:
Mike Tooley
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Mike Tooley, Director

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David Krause, President

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Mike Manion, Chief of Labor Relations

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Amanda Curtis, MFPE President