

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE STATE OF MONTANA

AND

MONTANA FEDERATION OF PUBLIC EMPLOYEES  
MONTANA HIGHWAY PATROL COMMUNICATIONS CENTER

July 1, 2023 – June 30, 2025

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## **PREAMBLE**

THIS AGREEMENT is made and entered into this July 1, 2023, between the State of Montana, (the "Employer," and the Montana Federation of Public Employees), the "Federation." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its 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 health, safety, comfort, 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 representative of all Montana Highway Patrol Communication Center Operators as defined and certified by the Board of Personnel Appeals.

Section 2. The bargaining unit represented by the Federation shall be defined by the classifications provided by the Broadband Pay Plan, and where necessary by individual positions within classifications. Any disagreement may be resolved through the Board of Personnel Appeals.

Section 3. It is understood that the Employer's recognition of the Federation as exclusive representative for a bargaining unit shall be withdrawn if the Federation is decertified through the procedure established by the Board of Personnel Appeals.

## **ARTICLE 2 - FEDERATION RIGHTS**

Section 1. If 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 individual bargaining units 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, that selected and designated Federation officers or appointees shall be allowed a reasonable amount of paid time to investigate and process grievances, including arbitration matters, but the Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule, nor may an individual create any overtime liability as a direct or indirect result of such activities.

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. The Federation may utilize a reasonable amount of space on bulletin boards as determined by local management on bulletin boards currently used for employee notices. No derogatory information concerning the Employer shall be posted by the Federation. The union shall have the right to utilize the State's email system for the purpose of posting and communicating electronic notices. The union will comply with all State policies and practices

regarding the appropriate use of electronic communications. Under no conditions shall the email system be used to promote or oppose political candidates, ballot issues or referenda.

Section 6. 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 7. 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 damages as a result of such use.

Section 8. Designated Federation representatives and their local affiliates and chapters shall receive ample opportunity to provide membership information to Federation-represented positions during the employee onboarding process.

Section 9. The Employer shall grant up to 60 hours of paid release time per biennium to selected and designated Federation officers or representatives for contract negotiations.

Section 10. The Employer will allow one meeting prior to commencement of negotiations to be attended by three representatives from the Communication Center to prepare contract proposals. The Employer will provide up to eight hours of paid time per employee for the meeting. The meeting will not take place on DOJ property, no state vehicles will be used and no per diem or travel expenses will be paid. At least 15 days prior to this meeting, the Federation shall notify the Colonel in writing of the meeting date, time, location, and the names of the operators who will be attending. The Federation 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 Federation bargaining team members for biannual contract negotiation sessions.

### **ARTICLE 3 - FEDERATION SECURITY**

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Federation.

Section 2. Upon receipt of the MFPE Continuing Membership form signed and dated 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. 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 done at least 30 calendar days in advance of such change.

Section 3. The Employer, within 30 days of the signing of this Agreement, shall present the Federation with a list of names and addresses of all current employees covered by this Agreement, and shall update such list each month for all new hires.

Section 4. 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 provision of this Article.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

(In compliance with State Statute 39-31-303, MCA)

The Union shall recognize the prerogatives of the agency to manage, direct, and control its business in all particulars, in such areas 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 continuation of such work would be inefficient and non-productive;
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. establish 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 - MANAGEMENT SECURITY**

Section 1. 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 any 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, remembering that the public interest requires the full utilization of the employees' skills and ability without regard to race, color, creed, national origin, age or sex.

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 handicap, national origin and ancestry.

### **ARTICLE 7 - PAY AND HOURS**

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

Section 2. Nothing in this Agreement will preclude any employee from exercising the right to file a classification appeal with the Board of Personnel Appeals.

Section 3. 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 supplemental agreements and by statute.

Section 4. 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 that retains the right to schedule and reschedule employees to suit the needs and requirements of the department. It is the exclusive right of the Employer to establish the number and starting time of shifts, work week and workday. The Federation recognizes the Employer's right to schedule. Nothing in this

Agreement shall prohibit the Employer from establishing alternative work schedules.

Section 5. Employees placed on a regular or designated work schedule shall not have their work schedule changed unless given 10 days' notice of the change, except in emergency situations.

Section 6. 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.

Section 7. As per the statute regarding state employee pay, bargaining units must ratify a completely integrated collective bargaining agreement prior to receiving a negotiated increase in pay. Any retroactivity will be negotiable.

Section 8. The Pay Plan Rules as promulgated by the Department of Administration or each specific agency shall be in effect for all members of the bargaining units covered by this Agreement for the term of this Agreement.

Section 9. The Employer may schedule staggered working hours within the eight-hour workday by mutual agreement.

Section 10. If an employee is selected and given written authorization by a Management designee to temporarily fill a vacancy in a higher graded job, s/he shall be paid at the higher grade with the exact rate of temporary pay to be set by the Pay Plan rules. Management will not adopt a policy of refusing to authorize such assignments.

Section 11. Whenever an employee receives a pay increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 12. Relocation allowances, allowances for living in high-cost areas, shift differential, and other pay additives will be negotiated on a bargaining unit basis.

Section 13. 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.

## **ARTICLE 8 - OVERTIME AND COMPENSATORY TIME**

Section 1. Communication Center Operators shall be paid at a rate of one and one-half times their regular rate of pay for all authorized time they work over their regularly scheduled shift (8-, 10- or 12-hour shifts).

Section 2. Upon mutual agreement between the employee and Management, operators may be allowed to accrue and use non-exempt compensatory time in lieu of cash overtime compensation.

Subsection 1. Compensatory time for operators will accrue at the rate of one and one-half hours for each hour of overtime worked.

Subsection 2. Non-exempt compensatory time may not be accrued beyond 240 hours, which represents not more than 160 hours of actual overtime worked.

Subsection 3. Operators must have the appropriate supervisor's prior approval to accrue or use compensatory time.

Subsection 4. Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final regular rate of pay, or the average regular rate

received by such employee during the last three years of employment, whichever is higher.

This section shall be administered in accordance with Federal Fair Labor Standards Act, Federal regulations, and Montana Operations Manual-Overtime and Nonexempt Compensatory Time Policy.

Section 3. The Employer will make a good faith effort to equalize the offer of scheduled overtime and compensatory time among employees in the same work unit and classification where training and ability are sufficient to do the work.

Section 4. If the job-related travel time is scheduled for other than the employee's normal workweek, such travel time shall be compensated in accordance with the terms of this Article.

Section 5. Authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing overtime or compensatory time credits under this Article.

Section 6. Overtime shall be allocated on a "first come, first serve" basis when emergent, or unexpected staffing is needed. Management shall allot overtime in a fair and equitable manner, when reasonable, to meet staffing needs. When preplanned or expected staffing is needed, seniority shall take priority when assigning the shifts.

Section 7. Overtime or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

Section 8. Consenting employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour workweek.

Section 9. The Employer agrees not to block out periods of time during which by policy employees will not be allowed to use accrued compensatory time so long as it is understood that the Employer may approve or disapprove compensatory time usage dependent upon the needs of the agency.

**ARTICLE 9 - HOLIDAYS**

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

New Year's Day .....	January 1
Martin Luther King Jr. Day .....	3rd Monday in January
Lincoln's & Washington'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

Each full-time employee is entitled to one floating holiday each calendar year. Each part-time employee is entitled to one floating holiday each calendar year that must be calculated proportionately to the floating holiday allowed to a full-time employee. An unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to employees on termination of employment. Short-term workers or student interns may not receive a floating holiday.

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible fulltime employees except as provided for in Section 3. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rata basis. To be eligible for holiday pay an employee must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday. Operators scheduled to work 10-hour shifts shall be allowed to bank 10 Holiday hours. Operators scheduled to work 8-hour shifts shall be allowed to bank 8 Holiday hours.

Section 3. When a non-exempt full-time employee is required by the Employer to work on a holiday listed above, s/he will be paid at the rate of two and one-half times his/her regular rate of pay, or at the employee's option, one and one-half times his/her regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and Employer. Eligible non-exempt part-time employees shall receive benefits granted in this section on a pro rata basis.

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. Eligible non-exempt part-time employees shall receive benefits granted in this section on a pro rata basis. 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**

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

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

Subsection 1. Notification of absence because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to ensure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absence in excess of one shift 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 employee will, if possible, notify Management of their absence at least four hours in advance of the beginning of the employee's shift.

Subsection 2. 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, s/he may utilize his/her accrued annual leave. If an employee has exhausted all accrued sick leave, the Employer may permit the employee to be placed on a leave without pay status for one year, renewable thereafter at the Employer's option on an annual basis.

Subsection 3. 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 4. The Employer may not require a doctor's certificate to substantiate sick



leave usage from an employee in the bargaining unit unless the employee has been away from work in excess of three days on sick leave or unless the Employer has good reason to suspect sick leave abuse.

Subsection 5. 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.

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 work 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.

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 reasonable obtained, to attend a funeral in the immediate family, to receive medical, dental or eye examinations, or for other disability related emergencies. Absence in excess of one shift 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.

Section 5. LEAVE WITHOUT PAY. A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. 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.

Section 7. EDUCATIONAL LEAVE. Educational leaves are to be handled on a supplemental basis.

Section 8. INDUSTRIAL ACCIDENT LEAVE. A permanent employee injured on the job and eligible for Industrial Accident benefits shall retain all rights to his/her previously held position and shall be entitled to leave without pay for a period of up to nine months following the date of injury.

Section 9. 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**

Section 1. This article relates to grievances defined as: a complaint or dispute initiated by an operator regarding the application or interpretation of this agreement or the application or interpretation of a law, rule, personnel policy, or procedure that adversely affects the operator and cannot be resolved at the communication center level. Operators must first communicate their grievance, and attempt to resolve the grievance, with their chain of command (shift supervisor, communication center manager, communication and security captain and operations major).

Steps to the grievance procedure. "Days" or "working days" as used in this Article are defined as Monday through Friday excluding holidays.

Step 1: The aggrieved operator shall present the written grievances to the Lieutenant Colonel or designee and the Lieutenant Colonel or designee shall investigate the facts concerning the alleged grievance. The Lieutenant Colonel or designee may, within ten days following receipt of the written grievance, conduct a meeting between him/herself, and his/her representatives and the aggrieved operator if needed. If the Lieutenant Colonel or designee deems a meeting is not necessary, he/she shall respond to the grievance in writing. If a meeting is held, the Lieutenant Colonel or designee shall forward his/her recommendation to the Colonel. The Colonel will notify the aggrieved operator of his/her decision no later than ten days following the meeting date.

Step 2: If the aggrieved operator is still dissatisfied, the operator may request binding arbitration in accordance with the State Master Agreement Addendum B.

## **ARTICLE 12 - JOB SECURITY**

Section 1. 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 one year. The probationary period can be extended for extenuating circumstances or performance-based concerns. Probationary period extensions will not exceed six months. The employee will be notified of their probationary period extension, the reason for the extension and the extension length, in writing. 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.

Section 2. The Employer may discharge 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. This in no way limits management's prerogative to lay off employees in accordance with Article 13.

## **ARTICLE 13 - SENIORITY**

Section 1. Seniority means the length of continuous service with the Montana Highway Patrol since the last date of hire. Seniority will be controlling factor for shift bidding.

Section 2. Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds 60 working days or after a permanent transfer out of the bargaining unit 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.

Seniority shall be revoked upon termination, retirement, or discharge for cause.

Section 3. Seniority, qualifications and capabilities shall be the controlling factors in filling new or vacant permanent positions.

Section 4. When employee's skills, qualifications, capabilities, and documented performance are substantially equal, seniority shall be the deciding factor when making reduction-in-workforce or layoff decisions.

Section 5. 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 6. No permanent employee shall be laid off while temporary or probationary employees in the same skill are retained.

Section 7. Employees will have an opportunity to bid work shifts each September for the upcoming calendar year. Employees may re-bid work shifts outside the month of September if the majority of employees in the Communications Center elect to re-bid or management deems it necessary based on changes to staffing levels and/or vacancies. 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 the bargaining unit members of the job opportunity via email.

#### **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 in the individual supplemental agreements, the statewide performance evaluation system or another system approved by the State Human Resources Division shall be utilized by the Employer in the evaluation of employees covered by this Agreement.

Supervisors shall receive training in the operation of the performance appraisal system before evaluating employees.

Section 3. When performance appraisals are prepared by the employee's immediate supervisor and the next higher supervisor, the results of the combined evaluation shall be transmitted to the employee in the form of a copy of his/her performance appraisal. The immediate supervisor shall discuss the evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. If the employee desires to submit a brief written statement in explanation or mitigation of any remark on the performance appraisal form, the statement shall be attached to the performance appraisal form in the personnel file.

Section 4. 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 s/he 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 request.

Section 5. An employee desiring that material which s/he 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 6. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel file of an employee and shall be destroyed, at the request of the employee, no sooner than one year 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.

Section 7. 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' AND TEACHERS' RETIREMENT SYSTEMS**

Section 1. The existing programs shall continue in full force and effect in accordance with state law.

## **ARTICLE 17 - NOTIFICATIONS**

Section 1. The Employer shall give permanent employees subject to layoff a minimum of 21 calendar days advance notice and shall deliver a copy of such to the Federation, which shall be allowed an opportunity to comment.

Section 2. The Employer shall ensure reasonable access to the Federation and each employee an up-to- date policy of its 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.

## **ARTICLE 18 - OTHER**

Section 1. If an employee is required to wear a uniform, protective clothing, or any type of protective clothing or protective device, the Employer shall furnish said items.

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. The Employer shall use actual odometer mileage within reason in computing travel reimbursements so long as actual odometer mileage reflects travel for state business and except where prohibited by state regulation or authorized federal authority.

Section 4. Department of Justice and Local # 7786 will continue to support the Labor Management Committee (LMC) according to the conditions established by the LMC Committee. The LMC will provide a means for mutual communication and input between labor and management within the Department to foster transparency and communication. Meetings will be held during traditional working hours and employees will be compensated regular pay for hours spent in 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 understandings 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 1, or under applicable law on any succeeding agreement to take effect upon termination of this Agreement.

Section 2. The parties recognize the right, obligation and duty of the Department of Administration and its duly designated officials to promulgate rules, regulations, directives and orders from time-to-time as deemed necessary insofar as such rules, regulations, directives and orders that effect the members of the bargaining units covered by this Agreement are not inconsistent with the terms of this Agreement or any supplemental agreements to this Agreement and are not inconsistent with the laws of the State of Montana and federal laws.

## **ARTICLE 21 - PAYROLL DEDUCTIONS**

Section 1. 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.

## **ARTICLE 22 - TERM OF AGREEMENT**

Section 1. This Agreement shall be effective as of the 1st day of July 2023 and shall remain in full force and effect through the 30th day of June 2025. If one of the parties desires to modify this Agreement, it shall give the other written notice of its intent to do so. In such case, the parties agree to give written notice not sooner than 120 and no less than 60 days prior to the expiration date.


## **ARTICLE 23 - NO STRIKE/NO LOCKOUT**


Section 1. During the term of this Agreement, neither the Federation nor its agents or representatives 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 23.

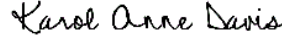
Section 2. During the term of this Agreement, there shall be no lockouts by the Employer.

THIS AGREEMENT is signed and dated this September , 2023.


FOR: STATE OF MONTANA

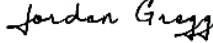
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State Office of Labor Relations

FOR: MONTANA FEDERATION  
OF PUBLIC EMPLOYEES

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Amanda Curtis, President  
Montana Federation of Public Employees

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Jordan Gregg, Communication Operator  
Montana Highway Patrol

## ADDENDUM A - BROADBAND PAY

Addendum A represents the parties' complete pay agreement for the term of their 2023-2025 collective bargaining agreement.

### Section 1. 2023-2025 Compensation

#### Career Ladder/Pay Schedule

Title	Education/Experience	Base Rate July 1, 2023	Base Rate July 1, 2024
Probationary CSO	0 to 1 year experience	\$22.55	\$23.05
CSO I	1 year experience Successful completion of probationary period	\$23.05	\$24.55
CSO II	3 years experience Minimum of 75 hours of approved training	\$24.05	\$25.55
CSO III	6 years experience Minimum of 150 hours of approved training	\$25.05	\$26.55
CSO IV	10 years experience Minimum of 300 hours of approved training	\$26.05	\$27.55
CSO V	20 years experience Minimum of 550 hours of approved training	\$27.05	\$28.55

**Section 2. Vacant Position Incentive.** Incentive pay will be triggered by the number of vacant full-time operator positions. The number of vacant positions will be determined on the first day of each pay period. The number of vacant positions, and correlated pay, will remain fixed for the remainder of that pay period regardless of any changes to the vacancy count. The incentive pay will be incurred for each hour worked in that pay period. The incentive will not be applied to leave hours.

Vacant Position Incentives	
Variable Trigger	Hourly Increase to Base Rate
5-8 Vacant Positions	\$2.50
9-11 Vacant Positions	\$4.00
12 or more Vacant Positions	\$5.00

**Section 3. 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 4. CTO Pay.** Additional compensation for Communication Training Officers (CTOs). Operators assigned and certified as CTOs will receive a pay increase of \$2.00 an hour to their base rate of pay. When and if an operator is no longer assigned or certified as a CTO, they will no longer be compensated the additional \$2.00 per hour. The Communication Center shall have up to six (6) CTOs in the bargaining unit.

**Section 5. Shift Differential.** Shift Differential of \$.50 per hour will be paid for all shifts between the hours of 1400-0600 except for holidays.

#### **Employer Contributions for Group Health Plan**

Member-paid employee health benefit coverage costs for single member will not increase through plan year 2025. The cost of single-member health benefit coverage will be covered by the state share contribution, after the health incentive is applied. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out-of-pocket levels for employee-only coverage will not increase through plan year 2025.

### **ADDENDUM B – CAREER LADDER**

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 (above). 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.



## ADDENDUM C - GRIEVANCE

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 5 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 immediate supervisor has been given opportunity to attempt resolution.

Step 2. If the grievance is not resolved informally, a formal grievance may be presented in writing within 10 working days from the receipt of the immediate supervisor's response of Step 1 to the appropriate management official as defined in the supplemental agreement. The management representative at the second step shall have 10 working days from 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 department director or his/her designee within 10 working days of the receipt of the Step 2 response. The director shall have 15 working days to respond to the grievance in writing.

Step 4. Should the Federation consider the decision of the director unsatisfactory, the Federation shall, within 15 working days of receipt of such decision, notify the director and the Chief of State Office of Labor Relations 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 limit set forth in any step will entitle the employee 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 provisions 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 its intent to arbitrate a

grievance, the parties shall call upon the Federal Mediation and Conciliation Service or the Montana Board of Personnel Appeals for a list of 5 potential arbitrators.

2. 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 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 from 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 cost.

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 party requesting the cancellation is responsible for payment.

### ADDENDUM D - GRIEVANCE FORM

The following form shall be used to process grievances in accordance with Addendum B, Grievance Procedure, of the MPEA Master Agreement. The employee(s) shall fill out the following form if they are not satisfied with the Step 1 answer of the immediate supervisor within 10 working days of receipt of said response:

EXPLANATION OF THE GRIEVANCE (to include identification of Articles and Sections of the contract that were violated, and when the grievance occurred. Also attach documents, if any, to support your claim):

YOUR PROPOSED SOLUTION TO THE GRIEVANCE:

\_\_\_\_\_  
Employee(s)' Signature

\_\_\_\_\_  
Date

STEP 2 RESPONSE (The Management Representative or his/her designee shall answer within 10 working days of receipt of this form, the grievance described by the employee(s) on page 1):

\_\_\_\_\_  
Signature of Management Representative  
(or his/her designee)

\_\_\_\_\_  
Date

Step 3. If no settlement is reached at Step 2, forward on this form to the Department Director or his/her designee within 10 working days of the receipt of the written Step 2 response. The Director, or his/her designee, shall have 15 working days in which to respond to the grievance in writing.

REASONS (The employee(s) shall state the reason(s) for not accepting Management's answer at Step 2):

\_\_\_\_\_  
Employee(s)' Signature

\_\_\_\_\_  
Date

STEP 3 RESPONSE (The Director of the Department or his/her designee shall respond to the employee(s)' grievance below within 15 working days of receipt of the grievance at Step 3):

\_\_\_\_\_  
Director's or his/her designee's signature

\_\_\_\_\_  
Date