MPEA SUPPLEMENTAL AGREEMENT

Between

DEPARTMENT OF JUSTICE
MONTANA HIGHWAY PATROL
DISTRICT ADMINISTRATIVE SUPPORT

BARGAINING UNIT 098

2015-2017

MPEA SUPPLEMENTAL AGREEMENT
MONTANA HIGHWAY PATROL DISTRICT ADMINISTRATIVE SUPPORT
DEPARTMENT OF JUSTICE

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

ARTICLE 7 - PAY AND HOURS

Hours of Work

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

1. Work Day and Workweek

   The normal work hours and workweek of Administrative Support shall remain within the discretion of the Employer to establish. It is understood and agreed that the Employer is an 8 hour per day and 5-day per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of employees to suit the needs and requirements of the department as they may change from time to time. It is the exclusive right of the Employer to establish the number and starting time of a shift, work day and work week. The Association recognizes the Employer's right to schedule. Nothing in this Agreement shall prohibit the Employer from establishing alternative work schedules.

ARTICLE 9 – HOLIDAYS

Section 1. The holidays and dates listed in the Master Agreement, Article 9, Section 1, shall be recognized as holidays for pay purposes.

Section 2. Eligible non-exempt part-time employees shall receive benefits granted in this section on a pro-rated basis.

Section 4. Banked holiday on the books as of December 31 will carry forward for 90 days into the next calendar year. Administrative Support 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 11 – GRIEVANCES AND ARBITRATION

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

ARTICLE 14 - VACANCIES AND PROMOTIONS

The posting requirements contained in Article 14 of the MPEA Master Agreement shall not apply. Vacancy notices will be distributed electronically.

DATED this 29th day of December 2015

FOR THE STATE OF MONTANA:

Tim Fox, Attorney General
Department of Justice

Colonel Tom Butler, Chief
Montana Highway Patrol

Michael Manion, Chief
State Office of Labor Relations

FOR THE MONTANA PUBLIC EMPLOYEES ASSOCIATION:

Quinton E. Nyman, Executive Director
Montana Public Employees Association

Bargaining Unit Representative

Addendum A

Addendum A represents the parties' complete pay agreement for the term of their 2015-2017 collective bargaining agreement.

Section 1. **2015-2017 Compensation**

SHRD Market Ranges 2012							
Note: CPZ = Competitive Pay Zone		HOURLY			ANNUAL		
Job Code	Montana Title	Minimum Competitive Pay Zone	2012 Market	Maximum Competitive Pay Zone	Minimum Competitive Pay Zone	2012 Market	Maximum Competitive Pay Zone
436113	Administrative Assistant	13.257515	15.915385	18.573254	$ 27,576	$ 33,104	$ 38,632

Section 2. **Additional compensation for trainers.** Administrative Support serving as trainers for newly hired district administrative support will be compensated an additional $2 per hour for each hour they serve in a training capacity.

Should Section 2-18-303, MCA, be amended to permit wage increases the parties agree to negotiate the application of that amendment.

Section 3. **Across the Board Pay Adjustments**

All employees covered by this collective bargaining agreement shall receive a $.50 per hour pay increase effective the first full pay period that includes January 15, 2016 and a $.50 per hour pay increase effective the first full pay period that includes January 15, 2017. The increases shall apply to the employee's base pay.

Further, in accordance with Section 2-18-303(4)(a)(i), these adjustments will not be provided to employees until the State receives written notice that the employee's collective bargaining unit has ratified the agreement. If that notice is received after the effective date of the pay adjustment, the adjustment will be paid retroactively.

Health Insurance

The State of Montana agrees to increase the employer's share of the individual health insurance contribution by 10% ($976) effective January 1, 2016 and an 8% ($1054) effective January 1, 2017.