COLLECTIVE BARGAINING AGREEMENT
BETWEEN
The STATE OF MONTANA
AND
MONTANA PUBLIC EMPLOYEES ASSOCIATION

JULY 1, 2013 through June 30, 2015

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

STATE OF MONTANA
AND
MONTANA PUBLIC EMPLOYEES ASSOCIATION

THIS AGREEMENT is made and entered into this 18 day of April, 2014, between the State of Montana, by and through the Department of Justice, Highway Patrol Division, hereinafter referred to as the "Employer", and the Montana Public Employees Association, Inc., hereinafter referred to as the "Association." 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 Highway Patrol Division, 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.
TERM

1.1 This Agreement runs through June 30, 2015. If either party wishes to renegotiate this Agreement, it shall give written notice to the other party, at least 60 days and no more than 90 days before its expiration date, of its intention to terminate, amend, or modify the Agreement. If the Association gives such notice, it agrees to notify the Chief, State Office of Labor Relations, in writing of such requested negotiations at the same time such notice is given to the agency.

1.2 It is agreed that the State and Association will reopen negotiations on applicable economic issues sufficiently in advance of the executive budget submittal to insure time for negotiations to take place. Such budgetary negotiations will be deemed completed in good faith when the negotiated results are submitted to the next legislature in the executive budget, by bill or resolution.

Both parties hereby agree to support unequivocally at the legislative level, all of those items agreed to in such budgetary negotiations.

1.3 Pre-budget meeting – Management will meet and confer with MPEA during the upcoming pre-budget phase to discuss economic matters.

ARTICLE 2.
RECOGNITION

2.1 The Highway Patrol Division recognizes the Montana Public Employees Association, Inc., as the exclusive collective bargaining representative for those highway patrol officers that the Association is authorized to represent for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment. Use of the word "Highway Patrol Officers" includes all sworn personnel employed by the Highway Patrol Division up to, but not including the rank of Sergeant.

2.2 It is further understood and agreed that the Executive Director or an alternate of the Montana Public Employees Association, Inc., will be the official spokesperson for said Association in any matter between the Association and the Employer. The alternate shall be selected from one of the Association's representatives.

2.3 Any alternate designated by the Executive Director shall be designated in writing within seven calendar days of his/her designation and the period of time covered by such designation shall be included in such written notification.

2.4 A written list of the accredited officers and representatives of the Association, Highway Patrol Chapter, shall be furnished to the Administrator immediately after their designation and the Administrator shall be notified of any changes of said representatives within seven calendar days. A copy of the published personnel roster of the Montana Highway Patrol Division (HQ-276) will be furnished to the Association whenever such roster is updated.

2.5 Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee's pay the amount owed to the Association by such employee for dues, or representation fee. It is understood that this provision will provide for 24 deductions per year. The Employer will remit to the Association such sums within 30 calendar days. Changes in the Association membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be done at least 30 calendar days in advance of the effective date of such change. The Employer's remittance will be deemed correct if the Association does not give written notice to the Employer within two calendar weeks after a remittance is received, of its belief with reason(s) stated thereof, that the remittance is incorrect.

2.6 The Association will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorneys' fees and costs of defense thereof, on account of any provision of this Article.

2.7 Employees may revoke in writing at any time their authorization for dues deduction. Said revocation shall be effective as of the beginning of the next pay period.

2.8 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

2.9 All employees covered by the terms of this Agreement shall within 30 days of the signing of this Agreement, or within 30 days of employment, whichever is later, pay dues or a representation fee to the Association. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after the 30 day period specified above. The Employer shall initiate appropriate discharge actions under this Section to insure discharge of the affected employee(s) on the 30th day from receipt by the Employer of the Association's written notice of default and demand for discharge which must include evidence that the Association has given adequate prior notice to the affected employee of all of their options under the agency shop provisions of the contract as well as the consequences of such default.

2.10 Bargaining unit employees subject to punitive disciplinary actions may request the presence of an Association representative during investigatory meetings and interviews.

ARTICLE 3.
MANAGEMENT RIGHTS

3.1 The Employer retains all rights, powers, functions and authority it had prior to the signing of this contract except as such rights are specifically relinquished in this contract.

3.2 It is the right of the Employer in order to maintain efficient government operations solely and exclusively to set standards of service and to exercise control and discretion over its operations. It is also the exclusive right of the Employer to direct its employees, to hire, promote, demote, assign work, transfer employees, relieve its employees from duty because of lack of work, or for other legitimate reasons, to discipline, suspend, discharge for cause, to establish the number and starting time of shifts, work week, work day, and to control and regulate the use of all equipment and other property of the Employer and to require employees to observe the Employer's rules and regulations except as such rights are specifically relinquished in this contract.

3.3 If in the sole discretion of the Attorney General, it is determined that civil emergency conditions exist, including riots, civil disorders, natural catastrophes, insurrection or

war, et cetera, wherein federal, state or local authorities have requested assistance, the provisions of this agreement may be suspended by the Attorney General during the time of the declared emergency. The Employer may take whatever actions may be necessary to carry out the missions of the Employer in said situations of emergency.

3.4 It is the exclusive right of management to formulate policy. Management agrees, however, to administer policies equitably to all members of the bargaining unit.

ARTICLE 4.
MANAGEMENT - ASSOCIATION SECURITY

4.1 Neither the Association, any of its officers, agents, nor any employee covered by this Agreement will instigate, promote, engage in and/or condone any strike, picketing, boycott, sit down or slow down strike, or any other concerted refusal to render services during the term of this Agreement. In the event of any such concerted activity as defined above, a responsible official of the Association, after determining that members of the Association are participating in such activity, will order such members to return to work and attempt to resolve the problems which led to the concerted activity. Officers who refuse such an order may be subject to discipline.

The Employer agrees not to lockout any employee or group of employees covered by this Agreement during the term of this Agreement.

The Association shall have the right to engage in concerted activities over economic matters while the Legislature is in session.

ARTICLE 5.
NON-DISCRIMINATION CLAUSE

5.1 No member of the Association shall be discharged or discriminated against for upholding Association principles, insofar as any such actions are protected by the Public Employees Collective Bargaining Act. Employer and the Association 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' skill and ability without regard to race, color, creed, national origin or sex.

5.2 In accordance with the provisions of Montana Code Annotated, 1979, "Governmental Code of Fair Practices", the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualification, without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin or ancestry.

5.3 All references to employees in this Agreement designate both sexes, and whenever one gender is used it shall be construed to include both, where appropriate.

ARTICLE 6.
ASSOCIATION ACTIVITIES

6.1 The internal business of the Association shall be conducted by the patrol officers during their non-duty hours.

In cases of arbitration, a limited number of patrol officers, on paid time, as agreed to by the Association and the Colonel, shall be allowed to be present and assist or be witnesses. The number of officers and days shall be on an individual case basis. Travel expenses to and from the hearing are not reimbursable by the Employer.

6.2 It is recognized that patrol officers representing the Association for purposes of negotiations or other activities relating to the administration of this Agreement, are acting on behalf of the Association and its members and not in their capacity as employees of the Employer.

Employer's equipment shall not be used for Association purposes, except that:

1. It is understood by the parties of this Agreement that Association meetings of reasonable duration may be held in conjunction with regularly scheduled detachment or district meetings and that any time so used will not be considered part of a regular work shift.

2. It is understood by both parties of this Agreement that special meetings will be called during the three-month period immediately following the conclusion of negotiations and signing of the Agreement. At such meetings the Executive Director or his/her assistant and the District Chairman of the District in conjunction with Management shall explain the provisions of the contract.

6.3 The Employer shall allow one meeting prior to commencement of negotiations to be attended by one representative from each district, to settle contract proposals. District chairmen shall be allowed to "patrol" to and from such meetings. No per diem or salary will be paid during such meeting time. At least 15 days prior to this meeting, the Association shall notify the Colonel in writing of the meeting date, time, location, and the names of the officers who will be attending. Hours in a pay status shall not exceed one work shift on the day of the meeting.

6.4 The Employer and the Union agree to the establishment of a Labor-Management Committee.

Subsection 1. The purpose of this Committee 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, however, take the place of the grievance procedure or contract negotiations.

Subsection 2. The Committee will be comprised of one MPEA representative and three MHP Troopers and four MHP Managers. LMC meetings shall constitute paid time worked for Troopers and Troopers may patrol to and from the location of the LMC meeting.

Subsection 3. The Committee will meet at a mutually agreeable time, place, and date as stipulated in the LMC charter. All members shall receive LMC training conducted by the Federal Mediation and Conciliation Service or Montana Department of Labor and Industry through the Department of Administration, State Human Resources Division, Office of Labor Relations prior to the commencement of the first meeting.

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

6.6 The Employer agrees to fund a pool of up to 64 hours of paid release time (combined total) to compensate Association bargaining team members for actual hours spent in biannual contract negotiation sessions.

ARTICLE 7.
PAY AND HOURS OF WORK

7.1 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 herein.

7.2 The normal work hours and work week of patrol officers 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 seven-day per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of manpower to suit the needs and requirements of the department as they may change from time-to-time.

7.3 Pay for patrol officers covered by this agreement will be in accordance with Addendum A.

Officers who serve as Field Training Officers (FTO's) will be compensated an additional $2.00 per hour in addition to their base salary for each hour that they perform assigned FTO duties.

For long form truck inspections, employees shall receive $50 for performing at least 40 inspections in a year, and an additional $50 for performing at least 50 inspections in a year. Inspections counting toward these totals must be verified by and meet quality standards established by MCSAP. Management will review totals and issue payments due under this provision twice per year (in early June and early December).

7.4 The Association recognizes the Employer's right to schedule. Nothing in this Agreement shall prohibit the Employer from establishing alternative work schedules. Patrol officers shall be placed on a regular work schedule and unless otherwise specifically provided in this contract, a patrol officer's work schedule shall not be changed unless first being given a minimum of 24 hours notice of the change. No patrol officers will be required to work any hours into scheduled days off if the schedule is based on five consecutive eight-hour workdays. No patrol officers will have their schedule changed on less than 24 hours notice, except in cases of manpower shortage due to illnesses or vacation, cases of emergency, or when required to finish an assigned task begun on a previous shift. Additionally, the 24-hour notice provision will apply to patrol officers who request a change in scheduled days off.

7.5 Pay rules promulgated by the Department of Justice and approved by the Department of Administration shall be in effect for all members of the bargaining unit.

7.6 The Division shall pay overtime compensation as follows:

Highway Patrol Officers are in a position for which hours of duty cannot be controlled administratively and which requires a certain amount of irregular, scheduled and unscheduled overtime duty, with the Patrol Officer generally being responsible for recognizing circumstances which require them to remain on duty or be called back to duty during a work day or work week, however, it will be the Highway Patrol officer's responsibility to notify a supervisor, when any overtime is expected to extend beyond two hours. If no supervisor is available, notification of the dispatcher will satisfy this notification requirement. Highway Patrol Officers shall receive overtime compensation for this duty.

1. Basis for determining periods of work for which overtime compensation is authorized.

a. An uncontrollable job situation which is required in the normal performance of duty that requires the Patrol Officer to remain on duty or be called back to duty.

b. The Patrol Officer must remain on duty or be called back to duty not merely because it is desirable, but because of compelling reasons inherently related to continuation of duty and of such a nature that failure to carry out such duty would constitute negligence.

c. Such remaining on duty, call out, or assignment must be validated by the Patrol Officer's immediate supervisor before such time can be claimed for the purpose of overtime compensation. The immediate supervisor shall notify the employee immediately if any overtime is not validated.

2. Rates of overtime compensation.

a. Employees shall be paid at the rate of one and one half times their regular rate of pay for all authorized time they work in excess of the regular scheduled shift as designated by management or over 160 hours per 28-day work period. 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.

b. Upon mutual agreement between the officer and the Employer, compensatory time at one and one-half hours for each hour worked may be substituted for overtime pay in this Section.

3. It is understood that the Division has a limited amount of money to spend for overtime purposes per fiscal year, and that the money in this fund will only be spent for overtime purposes. Should this money be spent prior to the end of the fiscal year for which it was allocated, it is agreed that the employees will continue to perform all duties of their jobs as required, including necessary overtime. It is further understood that overtime earned after the fund is exhausted in any fiscal year will not be paid by the Division or absorbed by funds from other programs.

4. Upon exhaustion of the monies available for overtime, compensatory time shall be granted at the rate of one and one-half hours for each hour worked in excess of the regular scheduled shift as designated by management or over 160 hours during the officer's 28-day work period.

7.7 Compensation for mandatory education and training sessions ordered by the Division shall be in accordance with policy P-14, Training Hours in the MHP, Regulations, Policies and Procedures Manual.

Compensation for voluntary education and training sessions shall be uniform for all Patrol Officers, but shall be subject to requirements posted at the time of application.

7.8 It is understood the job requires officers to respond to calls outside scheduled work hours consistent with the officer position description and Highway Patrol General Regulations. A call out of an officer while the officer is in "off-duty" status shall be paid for a minimum of three hours at one and one-half time. No more than one three-hour claim in a 24-hour period will be accepted unless prompted by distinct and separate events and the original three-hour paid time has elapsed.

Management and Troopers will gather data on off-duty phone call frequency and duration. The data will be used in future compensation negotiations.

Officers who are required by their job to appear in court outside their regular work shift will be compensated for a minimum of three hours at time and one-half pay.

ARTICLE 8.
GRIEVANCE PROCEDURE

8.1 Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or applications of terms and provisions of the Agreement.

8.2 Steps to the grievance procedure. "Days" or "working days" as used in this article will be defined as Monday through Friday excluding holidays.

Step 1. Any grievance, controversy or dispute relative to this Agreement shall first be taken up with the employee or employees and his/her immediate supervisor, within 10 days of such grievance.

Step 2. If the grievance is not settled at the first step, the aggrieved employee, within ten days thereafter, shall present the signed grievance in writing to the District Commander. The District Commander shall investigate the facts concerning the alleged grievance and shall within ten days of receipt of the written grievance conduct a meeting between him/herself, his/her representatives if needed, and the aggrieved employee. The District Commander shall notify the aggrieved employee of his/her decision not later than ten days following the meeting date.

Step 3. If the grievance is not settled at the second step, the aggrieved employee, within ten days thereafter shall present the written grievance to the Lieutenant Colonel, the Lieutenant Colonel shall investigate the facts concerning the alleged grievance and may within ten days following receipt of the written grievance

conduct a meeting between him/herself, his/her representatives if needed, and the aggrieved employee, or shall in the alternative respond to the grievance in writing. If a meeting is held, the Lieutenant Colonel shall notify the aggrieved employee of his/her decision not later than ten days following the meeting date.

Step 4. If the grievance is not settled at the third step, it shall be presented to the Division Administrator in writing within ten days. The Division Administrator shall have ten days to respond to the grievance.

Step 5. If the aggrieved employee is still dissatisfied, he/she may request binding arbitration.

8.3 Rules of Grievance Processing

1. The employee must submit a grievance to his/her immediate supervisor (Step 1) within 10 working days after the grievance occurred.

2. The time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step.

3. A grievance presented at Step 2 and above shall be dated and signed by the aggrieved employee presenting it. A decision rendered shall be written to the aggrieved employee and shall be dated and signed by the Employer's representative at that Step.

4. A grievance not advanced to the next higher step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given. 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.

5. 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 section or sections of this Agreement claimed to have been violated; and the remedy or correction requested.

8.4 Rules of Arbitration

1. Should the aggrieved employee or employees and the Association consider the decision of the Division Administrator to be unsatisfactory, the Association shall, within 10 working days of receipt of such decision, notify the Division

Administrator in writing, of its intention to have such grievance referred to arbitration.

2. Within 10 working days after receipt of the Association's intent to arbitrate has been delivered to the Division Administrator, the parties shall select a fair and impartial arbitrator from a panel that has been predetermined as mutually acceptable by the Association and the Chief Negotiator, State Office of Labor Relations.

3. If mutual agreement cannot be reached from this list, 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 consider the grievance within 15 working days of selection and shall render a decision within 15 working days of the hearing and that decision shall be final and binding.

4. Each party shall share equally the cost of the impartial arbitrator. In the event one of the parties wants a transcript from the proceedings of the arbitration, the party requesting the transcript shall pay all costs. If each party requests transcripts, they shall equally share the cost.

5. During the processing of any matter under this or the preceding steps, the Association agrees not to strike, render unfair reports, or cause slow down, and the Employer agrees not to lock out employees represented by the Association.

6. The employee may request the Association to act as his/her representative or to assist in any way desired in following the recourse of the grievance procedure and shall so notify the Employer.

7. The arbitrator's authority shall be limited to the interpretation and application of the express terms and provisions of this agreement. No arbitrator shall have the power to add to, detract from, or modify the terms of this Agreement.

ARTICLE 9.
SENIORITY AND LONGEVITY

9.1 Seniority means an employee's length of continuous service, as a Highway Patrol Officer, with the Highway Patrol Division since his/her last date of hire.

When more than one patrol officer is hired on the same date, seniority shall be determined by graduation order from patrol school.

9.2 Seniority shall be computed from the date the patrol officer began regular uninterrupted service, as a Highway Patrol Officer, within the Division:

1. To be absent from the job due to layoffs will be considered lost time for the purpose of longevity and seniority, however, previous employment shall count toward seniority and longevity.

2. To be absent from the job due to an approved leave of absence without pay that exceeds 30 calendar days, excepting leave for active military duty or authorized leave under the Family and Medical Leave Act or the Montana Maternity Leave Act, will be considered lost time for the purposes of longevity and seniority; however, previous service upon reemployment shall count toward seniority and longevity.

3. If an employee terminates state service due to being drafted into the military, and returns to state service within 90 days following separation from the military, he/she will receive credit toward longevity for both the state service prior to entering the military and for time in the military. Military service of more than five years will not be counted for computing longevity. After completion of military service, the Employer shall rehire such patrol officers at the same or a similar position.

4. A patrol officer's continuous service for purposes of longevity and seniority shall be broken by voluntary resignation, including voluntary military service, discharge and retirement.

5. Time spent in a job with the Division outside the bargaining unit shall be considered lost time for purposes of seniority, however, upon an employee's return to the bargaining unit, previous time spent in the bargaining unit shall count toward the employee's seniority.

9.3 Layoffs caused by reduction in force shall be in order of seniority within the bargaining unit; that is, the patrol officer last hired shall be the first released. Permanent and probationary patrol officers who are scheduled to be released shall be given at least 10 working days notice. All recalls to employment shall likewise be in order of seniority within the bargaining unit; that is, the last patrol officer released as a result of a reduction in force shall be the first rehired when the Employer needs additional patrol officers. The Employer shall notify such patrol officers who meet the minimum qualifications in Section 44-1-401. M.C.A., to return to work; and if the patrol officers fail to notify the Employer within 10 calendar days of his/her intention to return to work, or does not meet the qualifications provided in Section 44-1-402, M.C.A., the patrol officer shall be considered as having forfeited his/her right to reemployment.

1. No permanent patrol officer shall be laid off while there are probationary patrol officers serving in the bargaining unit.

2. After a general layoff, any patrol officer whose position is to be abolished and who has more seniority than a patrol officer of equal rank, may replace that patrol officer provided he/she meets the minimum occupational qualifications referred to in 9.3. Such transfer shall be considered a voluntary transfer for the purposes of Article 17.

If the Employer determines that it is necessary to reduce the hours of officers or initiate a layoff, the Employer agrees to meet and confer with the Association prior to implementing the reduction in hours of layoff. The seven district chairmen shall be allowed to "patrol" to and from the meeting, which shall be held during work time. No other expenses shall be borne by the Employer.

9.4 Longevity means a patrol officer's length of continuous service with the Employer, irrespective of classification and/or assignment.

9.5 Longevity shall be counted from the date a patrol officer joined the service of the Employer. Longevity raises shall be computed from a patrol officer's anniversary date as provided by the State Personnel Classification and Pay Plan.

ARTICLE 10.
UNIFORMS AND EQUIPMENT

10.1 The Employer shall furnish all patrol officers with uniforms and equipment necessary for the performance of their respective duties, with the approval of the captain of their respective districts, provided that any such equipment and uniforms shall remain the property of the State of Montana, and provided that the Employer shall have authority to destroy, sell, or dispose of any and all obsolete equipment or uniforms in whatever manner it deems appropriate.

10.2 Uniforms and equipment furnished all patrol officers as stated above will be replaced at no charge to the patrol officer unless lost or destroyed through the carelessness or neglect of such employee. The Employer shall take all precautions necessary to insure all uniforms are properly fitted to each individual patrol officer at the time of delivery. For the purpose of this Article, equipment does not include vehicles.

Subsection 1. Equipment allowance- Troopers will be allowed a maximum of $300 under this contract for authorized and receipted purchases.

Subsection 2. Under belts will be added to the approved equipment allowance list.

10.3 Montana Highway Patrol Officers covered by this agreement are eligible for the statutory meal allowance (per diem) provided in 2-18-501 MCA when traveling

within the state of Montana. Officers must also meet the eligibility requirements provided in 2-18-502 MCA regarding travel time, including being in a travel status for more than three continuous hours during specific time periods in order to claim the allowed meal allowances. Meal allowances and time periods include:

Morning meal	$5.00 - between the hours of 12:01 a.m. and 10:00 a.m.
Midday meal	$6.00 - between the hours of 10:01 a.m. and 3:00 p.m.
Evening meal	$12.00 - between the hours of 3:01 p.m. and 12 midnight

State employee travel rules (Chapter 1-0300, MOM V. I, Employee Travel) have been written to reflect the type of travel circumstances most office-based state employees encounter. Application of these rules to Highway Patrol Officer duties and work situations is difficult. Due to the unique nature and type of duties Highway Patrol Officers perform, including being at their work station when they enter their patrol cars, and working or performing job duties while in a travel status, Highway Patrol Officers will be deemed in a travel status when the officer, during a work shift, is away from the officer's home for more than three consecutive hours in one of the time periods specified above. In addition, an officer's home shall be deemed to mean headquarters for per diem purposes.

Highway Patrol Officers who are called out or work overtime will be eligible for additional meal allowances, as established in statute, if they begin work more than one hour before or terminate work more than one hour after their normally assigned work shift. Officers, who travel on overnight assignments, away from their duty stations, will be eligible for meals and lodging as provided in statute.

ARTICLE 11.
HOLIDAYS

11.1 For pay purposes the following shall be recognized holidays for Highway Patrol Officers:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
Lincoln/Washington Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th
State General Election Day	On Even Numbered Years

11.2 This section shall in no way interfere or infringe upon the Employer's right to schedule patrol officer's hours and work days. When a patrol officer is scheduled to work and works a recognized holiday as part of his/her regular work week, as stated above, the Employer shall allow the patrol officer to take a day and one-half off at another date as holiday leave to compensate for working the holiday. Officers who are required to work Memorial Day, the Fourth of July holiday, Labor Day and Thanksgiving will be compensated at the rate of two and one-half times their regular rate of pay for all hours worked on the holiday.

11.3 Whenever a patrol officer's scheduled day off falls on a recognized holiday, the Employer shall allow the patrol officer to take a day off at another date as holiday leave to equalize the recognized legal holiday. Should any holiday not be used due to scheduling or other reasons, then that patrol officer shall be allowed to accrue holiday leave. Banked holiday hours on the books as of December 31 will carry forward into the next calendar year. Patrol officers will have the option of using the banked holiday hours through May 31. Any excess prior year banked holiday hours on the books as of May 31 will be cashed out by paying the employee's regular rate of pay for each hour banked on the pay period that includes May 31. Banked holiday benefit hours are cashed out as a lump sum payment as supplemental income and taxed accordingly.

ARTICLE 12.
SICK LEAVE

12.1 Employees of the bargaining unit are entitled to sick leave benefits as set forth for state employees in the Montana Code Annotated 2-18-618 and the Montana Operations Manual, Volume III, Policy 3-0310.

ARTICLE 13.
ANNUAL LEAVE

13.1 Employees of the bargaining unit are entitled to annual leave benefits as set forth for state employees in the Montana Code Annotated 2-18-611 through 2-18-617, and the Montana Operations Manual, Volume III, Policy 3-0305.

13.2 Patrol officers shall not be scheduled to work a holiday during their scheduled vacation except in case of an emergency.

13.3 Vacation requests must be made in writing 30 days in advance except such 30 day requirement may be waived by mutual agreement or in case of family emergency.

13.4 The Employer shall keep records of vacation leave allowances, and shall schedule vacation leave with particular regard to the seniority of patrol officers, but seniority

will be a consideration only when leave requests are submitted in writing prior to February 1st of each calendar year. When an officer transfers into a different detachment, he/she does not take approved vacation request with him/her. The transferred officer must compete for available leave openings. All vacation requests are conditioned upon the Agency's operating requirements. The employee may make written inquiry at any time regarding his/her status regarding annual leave.

13.5 Leave without pay: A leave of absence without pay may be granted by the Highway Patrol Division Administrator upon written request of the patrol officer. The request shall state the reason for the leave and the approximate length of time off the patrol officer desires. Accrued vacation leave may be retained by the patrol officer.

ARTICLE 14.
RIGHTS ON PROMOTION

14.1 A patrol officer shall have the right to turn down a promotion and maintain his/her present rank and station without fear of reprisal.

ARTICLE 15.
DUTIES AND RESPONSIBILITIES

15.1 The Employer's rules and regulations shall outline the duties and responsibilities for which the patrol officer is held accountable.

15.2 The Division will notify the Association by certified mail of personnel policy changes and allow the Association to comment.

15.3 Bargaining unit employees are covered by general liability and automobile liability insurance as outlined in Management Memo 1-75, and all updates thereto. Questions which may arise as to personal or state liability may be addressed to the:

Risk Management and Tort Defense Division
1500 Sixth Avenue
Helena, Montana 59620
Phone 406/444-2421

Whenever a request for information is made to the Insurance Division, the patrol headquarters will be notified of such request in writing.

ARTICLE 16.
MOVING AND RELOCATION

16.1 The Employer's Moving and Relocation Policy shall be governed by the Highway Patrol policy on moving and relocation.

ARTICLE 17.
VOLUNTARY TRANSFER

17.1 All voluntary transfers shall be in accordance with Policy P13 of the Highway Patrol Regulations, Policies and Procedures Manual and shall be mutually agreed upon by the employer and the patrol officer.

17.2 When a request for voluntary transfer has been made, in accordance with general order P13, and approved by the employer, that employee will not be eligible for any further transfer requests for a period 90 calendar days. The 90-day limitation will begin on the date the officer assumes his/her duties in the new station assignment. This date is specified in the Officer's transfer orders as signed by Division Administrator.

ARTICLE 18.
COMMITTEE MEMBERSHIP

18.1 The Employer shall grant membership on all committees governing the administration of rules and regulations, accident review board and disciplinary board.

The Employer agrees that said members shall have full voting status on said committees. The Association agrees to appoint members of the bargaining unit to such committees as required and further agrees that the Employer has the sole right to convene such committees.

ARTICLE 19.
PERSONNEL RECORDS

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

19.2 No information reflecting critically upon a patrol officer shall be placed in the permanent personnel file that does not bear either the signature or initials of the patrol officer indicating that he/she has been shown the material, or a statement by the supervisor that the patrol officer has been shown or mailed the material and refused to affix his/her signature or initials. Upon written request by the officer, a copy of the material shall be furnished to the patrol officer, or with said officer's written permission, the original will be shown to a designated union representative.

19.3 A patrol officer desiring that material which he/she feels is incorrect towards him/her and should be removed from the permanent personnel record shall make such request in writing to the personnel office, Central Services Division, and describe the reason for the request. If such request is refused, the officer has the right to pursue his/her complaint through the Employer's grievance procedure.

ARTICLE 20.
SAFETY AND HEALTH

20.1 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the Employer in accordance with practices now prevailing by the Employer. Such practices may be improved from time-to-time by the Employer upon recommendation from the Administrator and the Association. Such protective devices, apparel and equipment, when provided, must be used and the Association agrees that willful neglect and failure by an employee to obey safety regulations and to use safety devices shall be just cause for disciplinary actions.

20.2 Protective devices, wearing apparel and other equipment necessary to protect employees from injury as provided for in this article shall be and remain the property of the Employer. Such articles shall be kept in a state of cleanliness and repair at all times and, if upon inspection it is determined that any such article is not maintained as required, cost of such article shall be charged to the member to whom it was issued.

20.3 If the Division requires annual medical exams, the Division shall pay the full cost over and above what is paid by the State Employee Benefits Program.

ARTICLE 21.
JOB SECURITY

21.1 The employer may suspend, demote, or discharge any employee with permanent status pursuant with applicable statute. In the event such actions are taken, the employer shall furnish the affected employee with written reasons for that action. An employee with permanent status may appeal his/her dismissal, suspension, or demotion through the grievance procedure.

ARTICLE 22.
SEVERABILITY

22.1 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 23.
ENTIRE AGREEMENT

23.1 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 Association 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 in this Agreement, or not specifically referred to or covered in this Agreement, even though such subjects or matters may, or may not, have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement

IN WITNESS WHEREOF, the parties hereby affix their signatures as of this 18 day of April, 2014.

FOR: STATE OF MONTANA

Tim Fox, Attorney General
Department of Justice

Colonel Thomas Butler
Chief, Highway Patrol

Sheila Hogan, Director, DOA
State Human Resources Division

FOR: MPEA

Quinton E. Nyman, Executive Director
MPEA

Darcy Dahle, Field Representative
MPEA

Trooper

Trooper

Trooper

Trooper

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Trooper

Trooper

ADDENDUM A

MPEA-Montana Highway Patrol
2013-2015

This addendum represents the parties' entire agreement with respect to Troopers' base pay in accordance with 2-18-303(5), Montana Code Annotated (MCA). The parties share a mutual interest in maintaining a competitive salary schedule for officers at all years of service. To that end the parties will compare relevant survey information every two years in an effort to maintain a competitive compensation package.

For the term of this contract, it is agreed that the Troopers' years of service will determine placement within Section 1 (below). Troopers' years of service will be computed using their swearing-in date and July 1, 2013. Career progression or future movement will be a priority for discussion by the Montana Highway Patrol Labor-Management Committee.

Section 1- Pay Schedules
Troopers base pay shall increase to the following levels effective July 1, 2013.
Entry (Probationary) - $21.63
Troopers with 1 Year of Service - $22.68* (no years of law enforcement credit)
- $23.21* (up to 3 years of law enforcement credit)
Troopers with 2 Years of Service and above - 1.9% increase
Troopers with 2 to 6 Years of Service - an additional .1% (one tenth of one percent)
*Includes additional Base Pay Raise of .1% (one tenth of one percent) for Troopers who have completed the Probationary Trooper level through the end of 6 years completed MHP service.

Section 2 – New hires. New highway patrol officers with no previous related experience will be paid at the Entry rate of $21.63 and progress to $22.68 upon successful completion of probation. The department may credit new employees who have prior related law enforcement experience with up to three years' experience for base pay purposes.

Section 3-Trooper Career Ladder
Career Ladder Advancement. This section provides the system for advancing MHP Troopers within the following Career Ladder. Troopers 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 Trooper's career.

The purpose of this Career Ladder is to provide employees the opportunity to advance in their careers, to increase Trooper retention by providing opportunity for periodic professional and economic growth, and to demonstrate MHP's commitment to

increasing Trooper competency through training. Sergeants may approve Trooper's training requests. Trooper's training requests that are denied, may appeal the determination to their respective Majors or the HR Business Partner.

Promotion within the Career Ladder is allowed without a vacancy. A Trooper will be eligible for promotion when 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.

Title	Education/Experience	% Increase to Base
Probationary Trooper	Meets minimum qualifications through competitive recruitment	--
Trooper I	Successful completion of duties assigned as Probationary Trooper through the end of year 6. Performs at an acceptable level as reflected in performance appraisals	--
Trooper II	• Minimum of 6 years completed MHP service • POST Intermediate Certificate	0.5%
Trooper III	• Minimum of 10 years completed MHP Service • Technical Crash Certificate–or- First Line Supervisor Certificate –or- • Certified POST Instructor –or – Field Training Officer Certification	0.5%
Trooper IV	• Minimum of 16 years completed MHP Service • POST Advanced Certificate	1.5%
Trooper V	• 20 years or more completed MHP Service • Provides formal and informal mentoring and leadership within the District	0.5%

ADDENDUM B

Lead Crash Investigator MOU. This memorandum of agreement will be extended for the term of this contract.

MEMORANDUM OF AGREEMENT

Between the State of Montana
Dept. of Justice
And
Montana Public Employees Association,
Highway Patrol Officers

This memorandum of agreement is entered into between the Montana Department of Justice and the Montana Public Employees Association, Highway Patrol Officers.

Troopers classified as Lead Crash Investigators will be compensated at an additional $1.00 per hour on their base rate of pay.

When and if a Trooper is no longer classified as a Lead Crash Investigator, he or she will no longer be compensated the additional $1.00 per hour.

IN WITNESS WHEREOF, the parties hereby affix their signatures as of this 18 day of April, 2014.

FOR: STATE OF MONTANA

Tim Fox, Attorney General
Department of Justice

Colonel Thomas Butler
Chief, Highway Patrol

Sheila Hogan, Director DOA
State Human Resources Division

FOR: MPEA

Quinton E. Nyman, Executive Director
MPEA

Darcy Dahle, Field Representative
MPEA

Memorandum of Agreement

Montana Department of Justice, Highway Patrol Division

and

Montana Public Employees Association

The parties hereby agree to the following terms for the **Dignitary Protection Trooper** position:

- Trooper must reside within 30 miles of their duty station, the Capitol, 118 North Roberts.
- This positions serves at the pleasure of the Governor, First Family, Lt. Governor, Chief of Staff, Attorney General, Colonel, and /or Detail Commander and is on call and must be available for call-out and travel on very short notice.
- In the event a Trooper is removed from this position, for other than disciplinary reason, it will be consider a re-assignment and the trooper will be allowed to bid any available station, moving in a timely manner.
- Must be willing and able to work long/varied shifts, sometimes with no breaks or down time. Call out time may be required and be paid on an hour-for-hour basis.
- Must be able to travel anywhere that is required, and must maintain a current passport and certification to fly armed, both of which will be obtained at the expense of the agency.
- The cost and time of any required training will be at the expense of the agency.
- Troopers assigned to this position shall accrue seniority at the normal rate per state guidelines.

IN WITNESS WHEREOF, the parties hereby affix their signatures as of this 18 day of April, 2014

FOR: STATE OF MONTANA

Tim Fox, Attorney General
Montana Department of Justice

Colonel Thomas Butler, Chief
Montana Highway Patrol

Shelia Hogan, DOA Administrator
State Office of Labor Relations

FOR: MPEA

Quinton E. Nyman, Executive Director
MPEA

Darcy Dahle, Field Representative
MPEA

Memorandum of Understanding Between
the Montana Public Employees Association
Highway Patrol Troopers unit
and
the State of Montana Department of Justice
Highway Patrol Division

The memorandum of understanding is an addendum to the collective bargaining agreement. The purpose of this MOU is to memorialize compensation for canine handlers.

Troopers assigned as canine handlers will be compensated as follows:

- a flat fee of $300 per month for the care of his/her assigned canine during off-duty hours, and
- during each regular shift, the Trooper will be granted ½ (one half) hour time off with pay for the care of his/her assigned canine.

If the Trooper goes on leave and kennels the canine, the Trooper will bear the cost of such kenneling out of the $300 off-duty care compensation. Any kenneling arrangements must be approved by the canine program supervisor in advance.

The ½ hour paid time off may be taken at the beginning or end of the Trooper's shift.

The Highway Patrol will furnish the Trooper with all the necessary uniforms, gear, equipment, and transportation for the canine and canine handler position.

SIGNED this 18 day of April, 2014.

FOR: STATE OF MONTANA

Tim Fox, Attorney General
Department of Justice

Colonel Thomas Butler
Chief, Highway Patrol

Sheila Hogan, Director, DOA
State Human Resources Division

FOR: MPEA

Quinton E. Nyman, Executive Director
MPEA

Darcy Dahle, Field Representative
MPEA

Memorandum of Understanding

Between

MPEA & Montana Highway Patrol

July 1, 2013
Effective until revoked

MPEA agrees with the Department of Justice Highway Patrol Division to implement and continue a voluntary physical fitness program. Both parties agree to the following:

The physical abilities test agreed to for this MOU is the Montana Physical Abilities Test (MPAT). MPAT is a hybrid physical ability/job sample physical abilities assessment which evaluates law enforcement officer's essential physical capacities that can be require to perform job duties. The MPAT is designed to measure a participant's strength, flexibility, and endurance.

The test will be conducted annually every September beginning in 2012.

Incentive matrix for voluntarily completing MPAT:

Completion Time	Incentive Award
4 minutes 30 seconds or less	40 Hours Comp Time
5 minutes 30 seconds or less	30 Hours Comp Time
6 minutes 30 seconds or less	20 Hours Comp Time
7 minutes 30 seconds or less	10 Hours Comp Time

Any comp time not utilized by the end of the state fiscal year (June 30) will be paid out. In the event budget restrictions do not allow for a payout the Troop will be allowed to carry over the time earned.

Probationary Troops are not allowed to obtain incentives until they complete their probationary year.

IN WITNESS WHEREOF, the parties hereby affix their signatures as of this 18 day of April, 2014.

Tim Fox, Attorney General
Department of Justice

Quinton Nyman, Executive Director
MPEA

Colonel Tom Butler, Chief
Highway Patrol

Darcy Dahle, Field Representative
MPEA

Sheila Hogan, Director
Department of Administration