AGREEMENT BETWEEN
STATE OF MONTANA,
DIVISION OF CRIMINAL INVESTIGATION
AND
MONTANA PUBLIC EMPLOYEES ASSOCIATION

2015-2017

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AND
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AGREEMENT BETWEEN

STATE OF MONTANA, DIVISION OF CRIMINAL INVESTIGATION
AND
MONTANA PUBLIC EMPLOYEES ASSOCIATION

PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of July, 2015, between the Montana Department of Justice, Division of Criminal Investigation, hereinafter referred to as the "Employer," and the Montana Public Employees Association, 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 Investigators, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the Division of Criminal Investigation, 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 Association as the sole and exclusive representative of all Investigators in the Division of Criminal Investigation, Department of Justice, excluding supervisors and managers.

Section 2. The bargaining unit represented by the Association shall be defined by the classifications provided by the State 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that the Employer's recognition of the Association as exclusive representative for the bargaining unit shall be withdrawn if the Association is decertified through the procedure established by the Board of Personnel Appeals.

ARTICLE 2 - ASSOCIATION RIGHTS

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

Section 2. A written list of the accredited officers and representatives of the bargaining unit shall be furnished to the agency director immediately after their election and the

agency director shall be notified of any changes of said representatives within seven calendar days.

Section 3. The internal business of the Association shall be conducted by the Investigators during their non-duty hours; provided, however, that selected and designated Association 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 Association's staff will be allowed to visit work areas of the Investigators during work hours and confer on employment relation's matters, provided that such visitations shall be coordinated in advance with the Division Administrator, and shall not unduly disrupt work in progress.

Section 5. The Association may utilize a reasonable amount of space on bulletin boards as determined by local Management on bulletin boards currently used for Investigator notices. No derogatory information concerning the Employer shall be posted by the Association.

Section 6. Accredited Association representatives shall, with the written approval of the Investigator, have the right to inspect an Investigator'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 Association.

Section 7. The Association may be allowed to use the Employer's facilities for Association meetings contingent upon availability and Management approval. The Association shall be liable for any damages as a result of such use.

Section 8. The Employer shall grant a reasonable amount of paid release time per biennium to a designated Association representative for master contract negotiations.

ARTICLE 3 - ASSOCIATION SECURITY

Section 1. Investigators covered by the terms of this Agreement shall not be required to become members of the Association but must, as a term and condition of employment, pay a representation fee to the Association.

Section 2. Upon receipt of a written authorization from an Investigator covered by this Agreement, the Employer shall deduct from the Investigator's pay the amount owed to the Association by such Investigator for dues or a representation fee. 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 such change.

Section 3. All Investigators covered by the terms of this Agreement shall within 30 days of the signing of this Agreement, or within 30 days of employment, whichever are later, pay dues or the representation fee to the Association. Investigators 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 Investigator(s) on the 30th day from receipt by the Employer of the Association's written notice of default and demand for discharge.

Section 4. The Employer, within 30 days of the signing of this Agreement, shall present the Association with a list of names and addresses of all current Investigators covered by this Agreement, and shall notify the Association within 30 days when a new hire is completed.

Section 5. The Association 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, M.C.A.)

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 Investigators;
2. hire, promote, transfer, assign, and retain Investigators;
3. relieve Investigators 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 Association hereby accepts liability for any damage to or loss of State property that is the proximate cause of action taken by striking Investigators 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 Association shall be discharged or discriminated against for upholding Association principles. The 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 Investigators' 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 Investigators 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. Pay for Investigators covered by this Agreement shall be in accordance with the Department of Justice's broadband pay policies and Addendum C. Investigator positions are in pay band seven in the broadband pay system.

Section 2. Nothing in this Agreement will preclude any Investigator 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.

Section 4. A regular work period shall consist of 80 hours in 14 days according to schedules established by the Division of Criminal Investigation and outlined in department and division policy. Investigators shall be placed on a regular 80-hour work schedule unless otherwise specifically provided.

Section 5. An Investigator's work schedule shall not be changed unless first being given a minimum of 24-hours' notice of the change. Investigators will not be required to work any hours into scheduled days off or have their schedule changed with less than 24-hour notice except in cases of personnel shortages due to illnesses or vacation, cases of emergency, or when required to finish an assigned task begun on a previous shift. Investigators who request a change in scheduled days off shall provide at least 24-hour notice.

Section 6. Investigators who are called out for work and report outside their regular shift shall receive a minimum of three hours compensation at one and one-half times the regular rate of pay. 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. In no case shall time and one-half carry over into the regularly scheduled shift.

Subsection 1. A "call-out" is an unscheduled, unplanned provision of direct services to respond to an incident occurring during regularly scheduled time off. If an Investigator is called out from the status of pre-approved time off (comp time or annual leave), he/she will be paid cash at a rate of one and one-half hours for each hour worked until the next regularly scheduled shift following the approved time off.

Subsection 2. The following are not considered call-outs and compensatory time or overtime will be credited only for the actual time involved:

a. meetings and appointments scheduled outside the regular workday,
b. extension of the work day, and
c. telephone calls.

Section 7. If an Investigator is selected and given written authorization by a Management designee to temporarily fill a vacancy in a higher level job, he/she shall be paid at the higher level 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.

Section8. Whenever an Investigator receives a pay increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 9. No full-time investigator position will be permanently replaced while temporary or probationary investigators are retained.

Section 10. Meal Allowance:
Due to the unique nature and type of duties Criminal Investigators perform, they are required to work for long periods, during irregular hours, even while in the area of their assigned office. Criminal Investigators who, with supervisor approval, are called out or are conducting investigations for more than 3 consecutive hours within the community of their assigned office will be eligible for meal per diem, as allowed by statute and in accordance with the following guidelines:

12:01 a.m. to 10 a.m. – morning meal
10:01 a.m. to 3 p.m. – midday meal
3:01 p.m. to midnight – evening meal

ARTICLE 8 - OVERTIME AND COMPENSATORY TIME

Section 1. It is recognized that the Investigators' work requires a certain amount of irregular, scheduled and unscheduled overtime duty, and as public safety officers, Investigators are partially exempt from certain provisions of the Fair Labor Standards Act, in accordance with Section 7(k) of that Act.

Section 2. Overtime funds appropriated by the Legislature will be used for personal services expenditures in the Division of Criminal Investigation. Whenever overtime funds are available or whenever the department can identify other available funds without jeopardizing services, Investigators will have the option of receiving overtime compensation at the rate of one and one-half times their regular rate of pay, or receiving compensatory time off at time and a half, for all authorized hours worked above 80 in a 14-day work period. If overtime funds are exhausted or not available, Investigators shall receive compensatory time at one and one-half hours for each hour worked above 80 in a 14-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 Section. Non-exempt compensatory time may not be accrued beyond 240 hours, which represents not more than 160 hours of actual overtime worked.

Section 3. Compensatory time and overtime as provided for in this Agreement shall not be pyramided under any circumstances.

This section shall be administered in accordance with Federal Fair Labor Standards Act, Federal regulations, and State Policy #3-0210.

Section 4. The Employer will make a good faith effort to equalize the offer of scheduled overtime and compensatory time among Investigators in the same work unit and classification where training and ability are sufficient to do the work.

Section 5. The Employer agrees not to block out periods of time during which by policy Investigators 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 Investigators:

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
General Election Day	In even-numbered years

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time Investigators except as provided for in Section 3. To be eligible for holiday pay an Investigator 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.

Section 3. Investigators who are required to work on a holiday shall be compensated at the rate of one and one-half times their regular rate of pay for all hours worked and be given eight hours banked holiday time which may be taken at another date. As an alternative, an Investigator may elect to receive compensation at the rate of two and one-half times the regular rate of pay for all actual hours worked on a holiday, up to a maximum of eight hours, with no banked holiday time.

Section 4. Any eligible full-time Investigator 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 Investigator and his/her supervisor, whichever allows a day off in addition to the Investigator's regularly scheduled days off.

Section 5. Banked holiday on the books as of December 31 will carry forward for 90 days into the next calendar year. Investigators will have the option of using the banked holiday hours through March 31. Any excess prior year banked holiday on the books as of March 31, will be cashed out by paying the employee's regular rate of pay for each hour banked on the pay period that includes March 31. Banked holiday benefit hours are cashed out as a lump sum payment as supplemental income and taxed accordingly.

ARTICLE 10 - LEAVES

Section 1. JURY AND WITNESS DUTY. Investigators summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, MCA. Investigators answering subpoenas for a civil or criminal cause in connection with their official duties will be compensated as provided in 2-18-626, MCA.

Section 2. SICK LEAVE. Investigators 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 insure notification to

Investigators of the names and telephone numbers of the designated individuals. If the Investigator 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 Investigator shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the Investigator. In cases where Investigators are performing functions that will require a replacement, said Investigators will, if possible, notify Management of their absence at least four hours in advance of the beginning of the Investigator's shift.

Subsection 2. Sick leave utilized must not exceed the amount accrued by the Investigator. If an Investigator is ill and has exhausted his/her sick leave credits, he/she may utilize his/her other accrued leave. If an Investigator has exhausted all accrued leave, the Employer may permit the Investigator 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 Investigator on annual leave becomes ill, the Investigator 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 Investigator in the bargaining unit unless the Investigator 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 Investigator is on sick leave, the Investigator shall be changed from sick leave status to holiday status.

Section 3. ANNUAL LEAVE. It is understood and agreed that an Investigator within the bargaining units may choose to take at least two consecutive accrued work weeks of annual leave per year. It is also understood that Investigators 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 Investigator'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 Investigator shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the Investigator.

Section 5. LEAVE WITHOUT PAY. A leave without pay must be requested by the Investigator in advance, and Management shall then determine if the Investigator can be excused for the time requested. The Investigator 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 Investigator's work record.

Section 6. MILITARY LEAVE. Military leave shall be granted per 10-1-604, MCA.

Section 7. INDUSTRIAL ACCIDENT LEAVE. A permanent Investigator injured on the job and eligible for Industrial Accident benefits shall retain all rights to his previously held position and shall be entitled to leave without pay for a period of up to nine months following the date of injury.

ARTICLE 11 - GRIEVANCES AND ARBITRATION

Section 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 disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement. Addendum A, attached hereto, shall be utilized to resolve grievances.

Section 2. During the processing of any matter under this Article, the Association agrees not to strike, render unfair reports or cause slowdowns, and the Employer agrees not to lock out Investigators represented by the Association.

ARTICLE 12 - JOB SECURITY

Section 1. A probationary period shall be utilized for the most effective adjustment of a new Investigator. The probationary period shall last for one year. If the Employer determines at any time during the probationary period that the services of the probationary Investigator are unsatisfactory, the Investigator may be separated upon written notice from the Employer.

Section 2. The Employer may discharge any Investigator with permanent status only for just cause. The Employer shall furnish an Investigator 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 Association of the removal of an Investigator for cause. An Investigator 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 Investigators in accordance with Article 13.

ARTICLE 13 - SENIORITY

Section 1. For personnel actions involving Investigators, seniority shall be defined as length of service with the Justice Department as an Investigator whether in the Narcotics or in the Criminal Investigations Bureau. Seniority shall be recognized as the original

date of hire into a permanent position, upon a successful completion of a probationary period

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. Previously credited service, however, will not be lost and an Investigator who is recalled or transfers back into the bargaining unit will retain all prior seniority.

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. Seniority shall be the controlling factor in selection of Investigators for layoff among positions of the same class title.

Section 5. Recall from layoff shall be in reverse order of layoff. The Employer shall notify a laid off Investigator to return to work by sending a certified, return receipt letter to the last known address for the Investigator with a copy to the Association and shall therein notify the Investigator that failure of the Investigator 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 Investigator shall be laid off while temporary or probationary Investigators are retained.

ARTICLE 14 - VACANCIES AND PROMOTIONS

Section 1. The following procedures will be followed in the posting and filling of vacant or newly created permanent positions. The purpose of this system is to inform Investigators of vacancies and newly created positions and to afford Investigators, who are interested and who feel they qualify, an equal opportunity to apply for the vacant or newly created position. It is understood that newly hired Investigators and Investigators on a leave of absence for any reason may not have the same period of notice as other Investigators concerning position vacancies.

Subsection 1. All newly vacated or created Investigator positions will first be filled through the consideration of internal lateral transfers among bargaining unit members who are in a permanent status. Bargaining unit members who are temporary (2-18-101(26) (a, b, c, d, e), MCA, probationary, under a training assignment, or a corrective action plan are not eligible for transfer. Bargaining unit members are eligible to request transfers if they have completed their probationary periods and/or training assignments and are not under a corrective action plan.

Subsection 2. When a vacant or newly created permanent position is to be filled, the Employer shall provide notice to all bargaining unit members. The notice shall state whether the position is open for transfer or selection, where interested Investigators must submit application/transfer requests, the closing date for submittals, and the minimum qualifications. If no eligible permanent status employees are interested in the vacancy, then at management's discretion, other sources of applications may be considered for the vacancy.

Subsection 3. The Employer will ensure that all such applications be considered in the selection process. Members in the bargaining units who are unsuccessful applicants shall be so notified upon completion of the selection process.

Subsection 4. All positions in the bargaining unit, and those positions that immediately follow in a logical ladder shall be posted per the provisions of this Article for at least seven calendar days. However, Article 13 will not apply to positions not included in the unit.

ARTICLE 15 - RATINGS AND WARNINGS

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

Section 2. The statewide performance evaluation system or another system approved by the Personnel Division shall be utilized by the Employer in the evaluation of Investigators covered by this Agreement. Supervisors shall receive training in the operation of the performance appraisal system before evaluating Investigators.

Section 3. When performance appraisals are prepared by the Investigator's immediate supervisor and the next higher supervisor, the results of the combined evaluation shall be transmitted to the Investigator in the form of a copy of his/her performance appraisal. The immediate supervisor shall discuss the evaluation with the Investigator and note by signature retained in the personnel file that the evaluation has been discussed with the Investigator. If the Investigator 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. Information reflecting critically on an Investigator may not be placed in a personnel file unless the document has been sent to the Investigator, initialed by the Investigator, or a supervisor has noted in the file that the Investigator has refused to initial or accept the document in question.

Section 5. An Investigator desiring that material which he/she feels is incorrect and should be removed from the personnel file of the Investigator shall have the right to appeal it through the grievance procedure.

Section 6. Formal letters of caution, consultation, warning, admonishment, and reprimand shall remain in an Investigator's personnel file and shall be destroyed no later 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 Investigator action or behavior patterns or is applicable to pending legal or quasi-legal proceedings.

Section 7. Material placed in the personnel files of an Investigator without conformity with the provisions of this Section will not be used by the Employer in any subsequent evaluation or disciplinary proceeding involving the Investigator.

Section 8. With the Investigator's written permission, the Employer will provide the Association with copies of any employer-initiated material relating to the performance, discipline, or termination for cause of the Investigator.

ARTICLE 16 - PUBLIC EMPLOYEES RETIREMENT SYSTEMS

Section 1. The existing programs shall continue in full force and effect in accordance with the relevant provisions of Montana Code Annotated.

ARTICLE 17 - NOTIFICATIONS

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

Section 2. The Employer will allow Investigators reasonable access to the Association and provide each Investigator with an up-to-date copy of its rules, regulations, and policies in employment related matters. Division or bureau policy pertaining to general administration will be provided to the Association upon request as long as the material contained in the policy does not jeopardize the Employer's ability to conduct confidential and secure investigations.

ARTICLE 18 - OTHER

Section 1. If an Investigator 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 Association 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 State shall print the required number of copies of this Agreement and shall charge the Association only that fee that would normally be charged to a State agency. The Employer will present to current Investigators and to each new Investigator upon hire a copy of this Agreement.

Section 4. 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 5. The Employer and the Association agree to the establishment of a Labor-Management Relations Committee.

Subsection 1. The purpose of this Committee is to discuss any item of concern to either party and to improve communications between the Employer and the members of the bargaining unit. The Committee will not, however, take the place of the grievance procedure outlined in Addendum A or the collective bargaining process.

Subsection 2. The Labor-Management Relations Committee will be comprised of representatives from management to include the Division of Criminal Investigation Administrator, the Narcotics and General Investigation Bureau Chiefs, an Investigations Supervisor, and three Criminal Investigators representing the statewide bargaining unit. The Employer shall provide clerical support.

Subsection 3. When requested by the Association and approved by the Division Administrator, the three union representatives shall meet to discuss day-to-day problems and concerns. The meeting shall be scheduled by the Division Administrator, during working hours, at a time and place deemed to be in the best interest of the operation of the Division. Notice of the meetings shall be made to the representatives at least 10 days prior to the meeting.

Subsection 4. Bargaining unit members will receive paid release time to attend Labor-Management Committee meetings when scheduled during normal work hours. Travel expenses to and from the meeting will be paid by the Employer for each of the three bargaining unit members.

Subsection 5. Prior to the scheduled Labor-Management Committee meetings, each party must submit to the other its agenda items. The agenda shall be limited to items which are of a group rather than individual concern that cannot easily be solved through established supervisory channels.

Subsection 6. The Division of Criminal Investigation Administrator or a designee shall organize the meetings and designate the person responsible for taking minutes. Copies of the minutes will be reviewed and signed jointly before distribution.

Subsection 7. Labor-Management Committee meetings may be canceled upon mutual agreement.

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 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 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 Association.

ARTICLE 22 - TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of the 1st day of July, 2015, and shall remain in full force and effect through the 30th day of June, 2017. 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 90 days prior to the expiration date, and agree to meet no later than 90 days prior to the expiration date in order to renegotiate this Agreement. It is also agreed that the Employer and the Association will meet to reopen negotiations in sufficient time to permit adequate negotiations on economic matters. The Association shall have the right to engage in concerted activity after December 31, 2016, for matters pertaining to wages and economic benefits in the Fiscal Years 2018-19 biennium.

ARTICLE 23 - NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement, neither the Association 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 22.

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

THIS AGREEMENT is signed and dated this 30th day of March, 2016

FOR: STATE OF MONTANA

Tim Fox, Attorney General
Department of Justice

Michael Manion, Chief
State Office of Labor Relations

Bryan Lockerby, Administrator
Division of Criminal Investigation

FOR: MONTANA PUBLIC EMPLOYEES ASSOCIATION

Quinton E. Nyman, Executive Director
MPEA

MPEA Unit Representative

ADDENDUM A - GRIEVANCE PROCEDURE

Step 1. Any dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement shall be taken up with the Investigator's immediate supervisor within 15 working days of the grievance. The immediate supervisor shall have five working days to respond. All grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the 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 Division Administrator. The Division Administrator 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 Attorney General or Department Deputy Director within 10 working days of the receipt of the Step 2 response. The Attorney General or Department Deputy Director shall have 15 working days to respond to the grievance in writing.

Step 4. Should the Association consider the decision of the director unsatisfactory, the Association shall, within 15 working days of receipt of such decision, notify the Attorney General and the Chief of the Labor Relations Bureau of its decision to take the grievance to final and binding arbitration.

RULES OF GRIEVANCE PROCESSING

1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

2. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the Investigator 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 Investigators desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an Investigator 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 Association's notice of the intent to arbitrate a grievance, the parties shall call upon the Chief of the State Office of Labor Relations to submit a list of mutually acceptable 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 within 20 working days of the hearing and that decision shall be final and binding.

3. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts 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 B - GRIEVANCE FORM

The following form shall be used to process grievances in accordance with Addendum A, Grievance Procedure. The Investigator(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:

_____

_____

_____

_____

_____ _____

Investigator's Signature Date

STEP 2 RESPONSE (The Division Administrator or his/her designee shall answer within 10 working days of receipt of this form the grievance described by the Investigator.):

_____

_____

_____

_____

_____ _____

Signature, Division Administrator Date
(or his/her designee)

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

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

_____

_____

_____

_____

_____

_____ _____

Investigator's Signature Date

STEP 3 RESPONSE (The Attorney General or Department Deputy Director shall respond to the Investigator's grievance below within 15 working days of receipt of the grievance at Step 3.):

_____

_____

_____

_____

_____

_____ _____

Signature of Attorney General or Department Deputy Director (or his/her designee)

Date

ADDENDUM C
BROADBAND PAY PROVISIONS

Montana Department of Justice, Division of Criminal Investigations – Montana Public Employees Association

This addendum represents the parties' complete agreement for the 2009-2011 contract term concerning the placement, adjustment and progression of bargaining unit employees' pay under the broadband pay plan authority prescribed by Section 2-18-303, MCA. The provisions of this addendum supersede the provisions contained in Department of Administration's broadband pay plan policy where any two conflict.

Section 1 – Statement of broadband pay plan goal. The Department's goal is to offer competitive base pay rates based on the labor market.

Section 2 – Schedule A - Occupational pay ranges. Schedule A contains the occupational pay ranges for all bargaining unit employees using the 2010 market rates set by the Department of Administration. These pay ranges will remain in effect for the life of this agreement. In order to stay within the competitive pay zone for Band 7 crime investigators, all current investigators will receive a $2.06/hour increase to their base wages. All new investigators who meet minimum qualifications and start on or after July 1, 2013 will be paid $26.1208/hour and investigators who meet minimum qualifications and start on or after November 15, 2014 will be paid $27.42684/hour.

SCHEDULE A
2015-2017Occupational Pay Ranges

SOC Job Code	SOC Job Title	Working Title	Band	Entry Rate	Market Rate
333217	Crime Investigator	Criminal Investigator	7	$54,320	$69,551

Section 3 – Hiring rates. Applicants for criminal investigator openings who do not meet the minimum qualifications for a pay band 7 may be hired in a training assignment at a rate lower than entry. Criminal investigators who are hired in a training assignment will have the opportunity to move to the entry level pay rate upon successful completion of the terms of the training assignment.

Criminal investigator job applicants who meet the minimum qualifications for job code 333217 will be hired in a pay band 7 as detailed in Schedule A. An applicant for a criminal investigator position who has prior relevant law enforcement experience that exceeds the minimum qualifications may be hired above the entry rate as long as their pay rate does not put them ahead of currently employed criminal investigators with the same or more relevant law enforcement experience.

Section 4 - Pay adjustments. The department may, upon written notice to the union, increase the pay of criminal investigators for reasons detailed in the Department of Justice's Broadband Pay Rules.

Across the Board Pay Adjustments

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

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Employer Contributions for Group Health Plan

The State of Montana agrees to increase the employer's share of the individual health contributions for group benefits by 10% ($976 a month) from January 2016 through December 2016 and by 8% ($1054 a month) from January 2017 through December 2017.