

**MPEA SUPPLEMENTAL AGREEMENT
COMMUNICATIONS OPERATORS
Department of Justice
2015-2017**

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

ARTICLE 2 – ASSOCIATION RIGHTS

Pre-Negotiations

The Employer will allow one meeting prior to commencement of negotiations to be attended by five representatives (one president, three shift representatives and one alternate) from the Communication Center to prepare contract proposals. The Employer will provide up to eight hours of paid time per employee for the meeting, but no per diem or state vehicles or travel expenses. 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 operators who will be attending. The Association will make every effort to schedule the meeting on the affected employees' non-work time; however, if it is necessary to schedule the meeting during work time, the procedure in this Section will be followed. The Employer agrees to provide a pool of 24 hours of total paid time to be distributed among Association bargaining team members for biannual contract negotiation sessions.

ARTICLE 7 - PAY AND HOURS

Hours of Work

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

1. Work Day and Workweek

The normal work hours and workweek of communications operators shall remain within the discretion of the Employer to establish. It is understood and agreed that the Employer is a 24-hour per day and 7-day per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of employees to suit the needs and requirements of the department as they may change from time to time. It is the exclusive right of the Employer to establish the number and starting time of shifts, work week and work day. The Association recognizes the Employer's right to schedule. Nothing in this Agreement shall prohibit the Employer from establishing alternative work schedules.

2. Temporary Use of Employee In Vacant Supervisor Position

Section 15. If an employee is selected and given written authorization by a supervisor to temporarily fill a vacant supervisor position due to illness, annual leave or other circumstances, he/she shall be paid at the higher grade with the rate of temporary pay to be set according to the Pay Plan Rules. The pay increase shall become effective on the day specified in the written authorization.

3. Call-Out

Section 9. An employee called out to work shall receive a minimum of three hours pay at the rate of time and one half. Attendance at meetings does not constitute a call-out, nor does attendance at training.

ARTICLE 8 - OVERTIME AND COMPENSATORY TIME

Use of Supervisory Personnel

Section 7. The provisions of Article 8, Section 7 of the MPEA Master Agreement will not apply to this bargaining unit.

ARTICLE 9 - HOLIDAYS

Holidays

Section 3. The Master Agreement provision which binds employees to one of two holiday compensation options for a period of at least one year (Article 9, Section 3, second sentence) does not apply to Communications Operators.

Section 4. Alternate days off accrued by December 31st must be used no later than March 31 of the following year or they will be paid out by the Employer on the pay period that includes March 31.

ARTICLE 10 – LEAVES

Vacation Scheduling

Requests for vacation leave are to be submitted between October 1st and November 15th each year. Vacation leave bidding during this period will be structured in a series of three rounds. Each round of bidding will trump the following subsequent rounds for purposes of granting annual leave. For the first round (Gold Round) of vacation bidding, a maximum of fifteen (15) days per person may be bid. Bidding will be by seniority. There will follow a second round (Silver Round) of fifteen (15) days. Upon completion of these two bidding rounds, the remainder of accrued vacation time may be bid in an unrestricted fashion (Bronze Round).

The awarding of vacation bids will be by seniority, by shift.

Any vacation leave not bid in this way will be granted on a first come first serve basis after January 2.

Vacation leave requests shall be granted to those persons with accrued annual leave over those without accrued annual leave regardless of seniority. This provision will not apply to situations involving leave covered under the Family Medical Leave Act.

ARTICLE 11 – GRIEVANCES AND ARBITRATION

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

ARTICLE 12 - JOB SECURITY

Section 1. 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 employee are unsatisfactory, the employee may be separated upon written notice from the Employer.

ARTICLE 13 – SENIORITY

Seniority

Section 1. Seniority is defined as the length of continuous service with the Department of Justice since the last date of hire. Seniority will be the controlling factor for shift bidding.

Section 2. Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds 60 consecutive working days except when leave without pay is due to active military leave or leave covered by the Family Medical Leave Act (FMLA). Employees who are recalled from a layoff or return from leave without pay that is not active duty or FMLA related will be credited for previously earned seniority. Seniority shall be revoked upon voluntary termination, retirement, or discharge for cause.

Section 7. Overtime shall be allocated on a seniority basis when management has at least eight hours' notice of an absence and the need to find a replacement. If less than eight hours' notice, management has the option to assign overtime in a fair and equitable manner to meet the staffing needs.

Section 8. Employees will have an opportunity each October to re-bid the work shifts that management has established, if a majority of employees in the Communications Center elect to re-bid. The bidding will be on a seniority basis.

ARTICLE 14 - VACANCIES AND PROMOTIONS

Section 1. When a vacant or newly created permanent position is to be filled, the Employer shall notify each bargaining unit member individually of the job opportunity in a notice accompanying the employee's biweekly payroll advice. The posting requirements contained in Article 14 of the MPEA Master Agreement shall not apply.

ARTICLE 19 – OTHER

F. Labor-Management Committee

Section 5. When requested by the Association and with the approval of the Colonel, up to five members of the bargaining unit (one president, three shift representatives and one alternate) shall meet to discuss day-to-day problems and procedures of the Highway Patrol. The meetings will be scheduled by the Colonel during working hours at a time and place deemed to be in the best interest of the operation of the patrol. Notice of the meetings will be made to the chapter president and Montana Public Employees Association at least 10 days prior to the meetings.

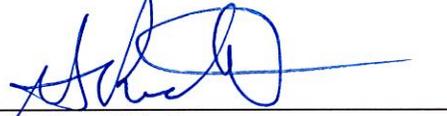
DATED THIS 11th day of March 2018~~6~~



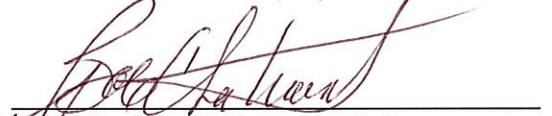
Tim Fox, Attorney General
Department of Justice



Quinton E. Nyman, Executive Director
Montana Public Employees Association



Tom Butler, Chief
Highway Patrol Division
Department of Justice



Bob Chatriand, Representative
Montana Public Employees Association



Michael P. Manion
State Office of Labor Relations

Addendum A

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

Section 1. 2015-2017 Compensation

SCHEDULE A

Increment	Years of Service	January 15, 2016	January 15, 2017
1-Probationary	0 to 1	\$17.0081	\$17.5081
2	1 to 3	\$17.8335	\$18.3335
3	3 to 6	\$18.7002	\$19.2002
4	More than 6	\$19.6102	\$20.1102

Section 2. Placement. When setting new employees' pay on Schedule A, the department may credit them with up to three years' previous related experience in other law enforcement agencies. Thereafter, employees will progress one increment on their anniversary date in the pay progression when they have achieved the required years of service, provided they received a satisfactory performance appraisal in the most recent appraisal period.

Section 3. Additional compensation for field training officers. Operators who serve as field training officers (FTOs) will be compensated at \$2.50 an hour for each hour they perform assigned FTO duties.

Section 4. Shift Differential.

Shift Differential of \$.50 per hour will be paid for all shifts except for the following:

1. Any holiday
2. Any shift Monday thru Friday that begins at 0600, 0700, or 0800

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.

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.

Career Ladder

A career ladder, similar to the MHP Troopers program, will be developed and implemented for the Communications Operators. The career ladder will be created via the authority of the LMC.