

MPEA SUPPLEMENTAL AGREEMENT

Between

DEPARTMENT OF JUSTICE

MONTANA HIGHWAY PATROL

DISTRICT ADMINISTRATIVE SUPPORT

BARGAINING UNIT 098

2017-2019

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

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

ARTICLE 7 - PAY AND HOURS

Hours of Work

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

1. Work Day and Workweek

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

ARTICLE 9 – HOLIDAYS

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

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

Section 4. Banked holiday on the books as of December 31 will carry forward for 90 days into the next calendar year. Administrative Support will have the option of using the banked holiday hours through March 31. Any excess prior year banked holiday on the books as of March 31 will be cashed out by paying the employee's regular rate of pay for each hour banked on the pay period that includes March 31. Banked holiday benefit hours are cashed out as a lump sum payment as supplemental income and taxed accordingly.

ARTICLE 11 – GRIEVANCES AND ARBITRATION

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

ARTICLE 14 - VACANCIES AND PROMOTIONS

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

DATED this 9th day of January 2017⁸

FOR THE STATE OF MONTANA:

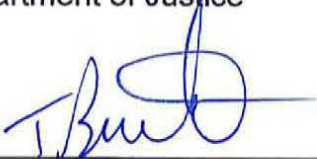
FOR THE MONTANA PUBLIC
EMPLOYEES ASSOCIATION:



Tim Fox, Attorney General
Department of Justice



Quinton E. Nyman, Executive Director
Montana Public Employees Association



Colonel Tom Butler, Chief
Montana Highway Patrol



Bargaining Unit Representative



State Office of Labor Relations

Addendum A

Addendum A represents the parties' complete pay agreement for the term of their 2017-2019 collective bargaining agreement.

Section 1. 2017-2019 Compensation

Employees will receive a 1% salary increase each year of the biennium. Wage increases will become effective the first full pay period that included February 15th of each year of the biennium.

| Current Pay July 1, 2017 | Pay Period that includes February 15, 2018 1% Increase | Pay Period that includes February 15, 2019 1% Increase |
|-------------------------------------|---|---|
| \$ 17.44 | \$ 17.62 | \$ 17.79 |

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

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

Health Insurance

HCBD is managing the State Employee Group Health Plan to contain costs and minimize member cost impacts. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out of pocket levels will not increase through December 31, 2018 and shall only increase in the 2019 plan year if the actuarially determined Risk Based Capital Level is at or below 250%.