# Montana Public Employees Association
# Master Agreement

## 2015-2017

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# PREAMBLE

**THIS AGREEMENT** is made and entered into this 28 day of October, 2015, between the State of Montana, 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 employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the State of Montana, 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 employees within the bargaining units as defined and certified by the Board of Personnel Appeals.

Section 2. The bargaining units represented by the Association shall be defined by the classifications provided by the Broadband Pay Plan, and where necessary by individual positions within classifications. Any disagreement may be resolved through the Board of Personnel Appeals.

Section 3. For purposes of this Agreement, the Employer extends its recognition of the Association as exclusive representative for the following collective bargaining units:

- -- Department of Administration: Montana Public Employees Retirement Administration; Montana Lottery
- -- Department of Agriculture
- -- Department of Public Health & Human Services: Montana Mental Health Nursing Care Center (as certified by the Board of Personnel Appeals), Social Workers, and certain employees of the Quality Assurance Division, the Health Resources Division, and the Public Health and Safety Division.
- -- Department of Transportation Non-Maintenance Unit
- -- Department of Corrections: Pine Hills School Cottage Life and Professional Unit
- -- Department of Justice: Communications, Records and Drivers Control, and Field Operations Bureau
- -- Department of Labor & Industry: Centralized Services Division; Employment Relations Division; Unemployment Insurance Division; Job Service Division

Section 4. It is understood that the Employer's recognition of the Association as exclusive representative for a 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 employee 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 individual bargaining units 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 employees 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 employees during work hours and confer on employment relations matters, provided that such visitations shall be coordinated in advance with Management, 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 employee 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 employee, have the right to inspect an employee'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 up to 60 hours of paid release time per biennium to selected and designated Association officers or representatives for master contract negotiations.

## ARTICLE 3 - ASSOCIATION SECURITY

Section 1. Employees 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 employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Association by such employee 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 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 the 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.

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 employees covered by this Agreement, and shall update such list each month for all new hires.

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, MCA)

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 employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees 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 employees 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 employees' 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 employees 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. Conditions relative to and governing wages and salaries are contained in Addendum A of this Agreement.

Section 2. Nothing in this Agreement will preclude any employee 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, except as may be specifically provided for herein or by supplemental agreements and by statute.

Section 4. A regular workday shall consist of eight hours of continuous work, including two duty free rest breaks as determined by individual supplemental agreement. Employees shall also be granted a duty-free meal break, the length and scheduling of which is to be determined by the individual supplemental agreement. The meal break shall normally be without pay unless established otherwise by the individual supplemental agreement.

Section 5. A regular workweek shall consist of five regular workdays, Monday through Friday inclusive, totaling 40 hours.

Section 6. A designated workweek shall consist of 40 hours composed of any five consecutive workdays, immediately followed by two days off.

Section 7. In work areas where a regular workweek is not feasible, employees may be assigned to a designated workweek by mutual agreement. In the event that mutual agreement cannot be reached with any employee, the employee with the least seniority within a classification will be assigned to the duty.

Section 8. Employees placed on a regular or designated work schedule shall not have their work schedule changed unless given 10 days notice of the change, except in emergency situations.

Section 9. Full-time employees who are called out for work and report outside the regular shift shall be paid for a minimum of two hours at a rate of one and one-half times the regular rate of pay, except for holidays, as enumerated in Article 9, which will be paid at two and one-half times the regular rate of pay. Each hour after two hours shall also be paid at the overtime rates. It is understood that this provision does not apply to overtime work, which is contiguous with the regular or designated workday.

Section 10. No full-time or permanent part-time employee will be permanently replaced by a work study JTPA program employee.

Section 11. The pay matrix attached (Addendum A) include the entry salary and market salary rates for each pay band for fiscal years 2014 and 2015 exclusive of longevity pay and contribution toward health insurance as provided in statute.

Section 12. As per the statute regarding state employee pay, bargaining units must ratify a completely integrated collective bargaining agreement prior to receiving a negotiated increase in pay. Any retroactivity will be negotiable.

Section 13. The Pay Plan Rules as promulgated by the Department of Administration shall be in effect for all members of the bargaining units covered by this Agreement for the term of this Agreement.

Section 14. The Employer may schedule staggered working hours within the eight-hour workday by mutual agreement.

Section 15. If an employee is selected and given written authorization by a Management designee to temporarily fill a vacancy in a higher graded job, s/he shall be paid at the higher grade 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.

Section 16. Whenever an employee receives a pay increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 17. Relocation allowances, allowances for living in high-cost areas, shift differential, and other pay additives will be negotiated on a bargaining unit basis.

## ARTICLE 8 - OVERTIME AND COMPENSATORY TIME

Section 1. "Non-exempt" employee means an employee subject to the overtime provisions of the Federal Fair Labor Standards Act and its regulations. "Non-exempt" employees shall be paid at a rate of one and one-half times their regular rate of pay for all authorized time they work over eight hours per day, or 40 hours per week. The over eight-hours per day overtime provisions of this Article shall not be in effect in those instances where employees are on a work schedule that anticipates an employee working 40 hours per week in other than five eight-hour days.

Section 2. Upon mutual agreement between the employee and Management, a "non-exempt" employee may be allowed to accrue and use non-exempt compensatory time in lieu of cash overtime compensation.

Subsection 1. Compensatory time for "non-exempt" employees will accrue at the rate of one and one-half hours for each hour of overtime worked.

Subsection 2. "Non-exempt" compensatory time may not be accrued beyond 240 hours, which represents not more than 160 hours of actual overtime worked.

Subsection 3. A "non-exempt" employee must have the appropriate supervisor's prior approval to accrue or use compensatory time.

Subsection 4. Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final regular rate of pay, or the average regular rate received by such employee during the last three years of employment, whichever is higher.

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

Section 3. "Exempt" employee means an employee in a position designated as executive, administrative, or professional, which is not subject to the overtime pay of the Federal Fair Labor Standards Act and its regulations. "Exempt" employees shall be given compensatory time, under the following provisions:

Subsection 1. Compensatory time will be credited on an hour-for-hour basis, for all authorized time worked in excess of eight hours per day or 40 hours per week.

Subsection 2. Compensatory time will be recorded in increments of no less than half hour, but all time earned or taken in fractions of one hour will accumulate until the half-hour minimum is attained, at which point the time will be recorded.

Subsection 3. Compensatory time may be accumulated to a maximum of 120 hours. Compensatory time in excess of 120 hours will be forfeited if not taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

Subsection 4. Compensatory time shall be earned as approved by the Employer and shall be taken at a time agreeable to the employee and the Employer.

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

Section 5. If the job-related travel time is scheduled for other than the employee's normal workweek, such travel time shall be compensated in accordance with the terms of this Article.

Section 6. 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.

Section 7. The Employer agrees that no supervisor or administrator will regularly perform the duties of an employee covered by this Agreement who is ready, willing and able to perform such duties and who would normally be entitled to overtime for such performance.

Section 8. Overtime or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

Section 9. Consenting employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour workweek.

Section 10. The Employer agrees not to block out periods of time during which by policy employees 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 employees:

| | |
|---|---|
| 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 employees except as provided for in Section 3. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rata basis. To be eligible for holiday pay an employee 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. When a non-exempt full-time employee is required by the Employer to work on a holiday listed above, s/he will be paid at the rate of two and one-half times his/her regular rate of pay, or at the employee's option, one and one-half times his/her regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and Employer. Non-exempt full-time employees shall be given the opportunity to select their option at the commencement of their employment and shall be bound by their choice for at least a one year period unless otherwise agreed to by the Employer. Full-time exempt employees and employees who request and are authorized to work on a holiday shall receive their regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and the Employer. Eligible non-exempt part-time employees shall receive benefits granted in this section on a pro rata basis.

Section 4. Any eligible full-time employee 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 employee and his supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. Eligible non-exempt part-time employees shall receive benefits granted in this section on a pro rata basis.

## ARTICLE 10 - LEAVES

Section 1. JURY AND WITNESS DUTY. Employees summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, MCA.

Section 2. SICK LEAVE. Employees 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 ensure notification to employees of the names and telephone numbers of the designated individuals. If the employee 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 employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee. In cases where employees are performing functions that will require a replacement, said employees will, if possible, notify Management of their absence at least four hours in advance of the beginning of the employee's shift.

Subsection 2. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, s/he may utilize his/her accrued annual

leave. If an employee has exhausted all accrued sick leave, the Employer may permit the employee 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 employee on annual leave becomes ill, the employee 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 employee in the bargaining unit unless the employee 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 employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

Section 3. ANNUAL LEAVE. It is understood and agreed that an employee 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 employees 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 employee'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 employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee.

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

Section 6. MILITARY LEAVE. Military leave shall be granted per 10-1-1009, MCA.

Section 7. EDUCATIONAL LEAVE. Educational leaves are to be handled on a supplemental basis.

Section 8. INDUSTRIAL ACCIDENT LEAVE. A permanent employee injured on the job and eligible for Industrial Accident benefits shall retain all rights to his/her 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 B, 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 employees represented by the Association.

## ARTICLE 12 - JOB SECURITY

Section 1. A probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not, in the judgment of the employee's supervisor, meet the required standard of performance.

The probationary period shall last for six months. 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. The matter of the creation of additional probationary periods may be discussed in the appropriate supplemental(s).

Section 2. The Employer may discharge any employee with permanent status only for just cause. The Employer shall furnish an employee 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 employee for cause. An employee 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 employees in accordance with Article 13.

## ARTICLE 13 - SENIORITY

Section 1. Seniority means the length of continuous service with the agency since the last date of hire.

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 employee who is recalled or transfers back into the bargaining unit will retain all prior seniority. If leave without pay is for active duty military service, seniority shall continue to accrue as if the employee were continuously employed during the leave.

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. Qualifications, seniority and capabilities shall be the controlling factors in selection of employees for layoff among positions of the same grade and class by geographic location, as identified in the supplemental agreements.

Section 5. Recall from layoff shall be in reverse order of layoff. The Employer shall notify a laid off employee to return to work by sending a certified, return receipt letter to the last known address for

the employee with a copy to the Association and shall therein notify the employee that failure of the employee 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 employee shall be laid off while temporary or probationary employees in the same skill 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 employees of vacancies and newly created positions and to afford employees 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 employees and employees on a leave of absence for any reason may not have the same period of notice as other employees concerning position vacancies.

Subsection 1. When a vacant or newly created permanent position is to be filled, the Employer shall prepare a Job Posting Notice and send it to each respective bureau level area to be posted. The notice will be posted in a specific place designated for job opening notices, and shall state where interested employees are to make application, and the cutoff date for application submittals, and the minimum qualifications.

Subsection 2. 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 3. 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 employee may request and receive a copy of his/her current position description at any time.

Section 2. Unless otherwise established or modified in the individual supplemental agreements, the statewide performance evaluation system or another system approved by the State Human Resources Division shall be utilized by the Employer in the evaluation of employees covered by this Agreement. Supervisors shall receive training in the operation of the performance appraisal system before evaluating employees.

Section 3. When performance appraisals are prepared by the employee's immediate supervisor and the next higher supervisor, the results of the combined evaluation shall be transmitted to the employee in the form of a copy of his/her performance appraisal. The immediate supervisor shall discuss the

evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. If the employee 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. No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating that s/he has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request.

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

Section 6. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel file of an employee 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 employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings.

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

## ARTICLE 16 -
## PUBLIC EMPLOYEES' AND TEACHERS' RETIREMENT SYSTEMS

Section 1. The existing programs shall continue in full force and effect in accordance with state law.

## ARTICLE 17 - NOTIFICATIONS

Section 1. The Employer shall give permanent employees 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 shall ensure reasonable access to the Association and each employee an up-to-date policy of its rules, regulations and policies on employment related matters. The Association shall be notified of any proposed changes or additions to personnel rules, regulations and policies issued by the Department of Administration and the individual departments, sufficiently in advance to allow discussion and comment by the Association.

## ARTICLE 18 - SUPPLEMENTAL AGREEMENTS

Section 1. It is hereby agreed that this contract will allow for supplemental agreements to be entered into for specific and unique requirements in the affected agencies. In all cases, specific provisions shall prevail over general provisions.

Section 2. In all units where supplemental agreements are to be entered into, this Master Contract shall not be effective in its particulars until the specific provisions of the supplemental agreements are completed.

## ARTICLE 19 - OTHER

Section 1. If an employee 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 each supplemental agreement and shall charge the Association only that fee that would normally be charged to a state agency. The Employer will present to current employees and to each new employee upon hire a copy of this Agreement and the appropriate supplemental 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.

## ARTICLE 20 - 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 21 - 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 22 - 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 23 - 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 2017 biennium.

## ARTICLE 24 - 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 23.

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

**THIS AGREEMENT** is signed and dated this 28th day of October, 2015

FOR: STATE OF MONTANA

Michael P. Manion, Chief
State Office of Labor Relations

FOR: MONTANA PUBLIC EMPLOYEES ASSOCIATION

Quinton E. Nyman
Executive Director

## ADDENDUM A - BROADBAND PAY SCHEDULE

**Broadband Pay Schedule:**

**Effective July 1, 2015 - June 30, 2017***

| | HOURLY | | ANNUAL | |
|---|---|---|---|---|
| Pay Band | Minimum Base Salary | Maximum Base Salary | Minimum Base Salary | Maximum Base Salary |
| 01 | $8.050000 | $14.755288 | $16,744 | $30,691 |
| 02 | $8.240385 | $19.800481 | $17,140 | $41,185 |
| 03 | $8.870673 | $27.853365 | $18,451 | $57,935 |
| 04 | $10.202404 | $34.686058 | $21,221 | $72,147 |
| 05 | $10.888942 | $49.220673 | $22,649 | $102,379 |
| 06 | $13.251923 | $57.578365 | $27,564 | $119,763 |
| 07 | $19.588462 | $63.719231 | $40,744 | $132,536 |
| 08 | $26.817788 | $84.741827 | $55,781 | $176,263 |
| 09 | $44.853365 | $139.730288 | $93,295 | $290,639 |

## ADDENDUM B - 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 employee's immediate supervisor within 15 working days of the grievance. The immediate supervisor shall have 5 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 appropriate management official as defined in the supplemental agreement. The management representative at the second step 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 department director or his/her designee within 10 working days of the receipt of the Step 2 response. The 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 director and the Chief of State Office of Labor Relations 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 employee 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 employees desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee 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 its intent to arbitrate a grievance, the parties shall call upon the Federal Mediation and Conciliation Service for a list of 5 potential 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 C - GRIEVANCE FORM

The following form shall be used to process grievances in accordance with Addendum B, Grievance Procedure, of the MPEA Master Agreement. The employee(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:**

_____

_____

_____

_____

_____ ..... _____

Employee(s)' Signature Date

**STEP 2 RESPONSE** (The Management Representative or his/her designee shall answer within 10 working days of receipt of this form, the grievance described by the employee(s) on page 1):

_____

_____

_____

_____

_____ _____

Signature of Management Representative Date
(or his/her designee)

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

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

_____

_____

_____

_____

_____

_____ _____

Employee(s)' Signature Date

**STEP 3 RESPONSE** (The Director of the Department or his/her designee shall respond to the employee(s)' grievance below within 15 working days of receipt of the grievance at Step 3):

_____

_____

_____

_____

_____

_____ _____

Director's or his/her designee's signature Date