

**SUPPLEMENTAL TO MASTER CONTRACT  
FOR  
DEPARTMENT OF TRANSPORTATION NON-MAINTENANCE UNIT**

**July 1, 2009 – June 30, 2011**

**A. IRREGULAR WORKDAY/WORKWEEK**

1. In work areas where a regular workweek, a designated workweek, or a regular workday are not feasible, employees may be assigned to an irregular workweek or irregular workday by mutual agreement.
2. In the event mutual agreement is reached, the Employer will be liable only for overtime accrued under the Federal Fair Labor Standards Act.
3. In case mutual agreement cannot be reached with any employee, the employee with the least seniority within a class will be assigned the duty.

**B. ALTERNATE WORK SCHEDULES**

Alternate work schedules may be approved by the appropriate Division Administrator when dictated by the efficiency of operations. For purpose of this section, an alternate work schedule is defined as a work schedule consisting of other than five consecutive eight hour days.

If an alternate schedule is mutually agreed upon, the employer is liable only for overtime/compensatory after 40 hours per week. This includes employees working more than 8 hours per day, who have mutually agreed to less than a 40 hour workweek and / or alternate schedule.

**C. SCHEDULING**

Employees shall normally be given 10 working days advance notice of work schedule changes or field assignment changes, with the following exceptions. In these instances, the Department shall make every effort to provide as much advance notice as is possible.

1. Emergencies.

2. Employees in assignments that are normally on an irregular basis.
3. Employees in the Construction Bureau shall be given as much advance notice of work schedule change as possible with the clear understanding that changes required to match contractors schedules must be made on a timely basis.

#### **D. DIFFERENTIAL PAY**

If an employee is required to perform duties normally assigned to a higher level, occupation band or pay band for an entire shift, the employee shall be paid at the appropriate higher level, occupation band or pay band according to MDT's promotion policy for all such hours worked. For purposes of administering this provision, "entire shift" does not include anticipated overtime hours.

In order to be eligible for differential pay, the following shall apply:

1. The employee must be selected and authorized by a management designee to fill the higher graded job and formal written records of such full time and temporary reassignments must be kept.
2. The authorization must be for the employee to fill a vacancy or to assume the duties and responsibilities of a higher graded position.
3. The employee must assume the duties and responsibilities of the higher graded position.
4. The eligibility for the differential shall not be based on activities but rather on the assumption of the duties and responsibilities of the higher position.

#### **E. EDUCATIONAL LEAVE**

The Employer may grant leaves with pay for attendance at a college, university, business school, or vocational school for the purpose of training in subjects related to the work of the employee and which will benefit the employee and the Employer.

#### **F. JOB SECURITY**

1. The probationary period shall be six months and may be extended for up to 180 days under the following circumstances:
  - a. to correct identified performance deficiencies;
  - b. additional training is required of the employee;

- c. emergency situation has required the employee to be absent from the position;
  - d. changes in supervisory status has prevented an opportunity for assessment.
2. A temporary employee or probationary employee may be separated at any time during the temporary or probationary employment period upon written notice from the Employer. Probationary periods begin on the date of hire with the State of Montana in a competitively bid position.

## **G. SENIORITY AND LONGEVITY**

1. Seniority means the length of continuous service with the Department of Transportation or its predecessor agency since the employee's last date of hire. Length of service from the last date of hire in a temporary position shall be recognized as seniority after the employee has been assigned to a permanent position.
2. Positions defined as "temporary" in the Department will not be covered by Sections 4 and 5 of Article 13, or Article 17, Section 1, as it pertains to Layoffs (Master Contract reference)
3. For the purpose of Section 4 of Article 13, the five construction districts presently defined by the Department of Transportation and Helena Headquarters are the geographical areas identified for purposes of layoff.
4. In accordance with the Master Agreement, employees shall be recalled by classification within geographic location. If a vacancy is not filled by recall as defined above recall rights shall be extended according to the following:
  - a. First, to laid-off employees in a higher graded classification in the same class series within the same geographic location.
  - b. Second, to laid-off employees in the same classification in any geographic location.
  - c. Third, to laid-off employees in a higher graded classification in the same class series in any geographic location.

Recall rights in all cases shall be for a period of two years from the date of layoff.

5. In addition to recall, a laid-off employee will receive a preference for reemployment with the bargaining unit for a period of up to two years following the date of layoff. Any bargaining unit member in RIF status who applies for a position within the bargaining unit will have five percentage points added to their final score on a scored selection procedure provided, however, they meet

minimum qualifications and receive passing scores on each step of the selection process.

6. In addition to recall, a laid-off employee shall receive a preference for reemployment with the Transportation Department Non-Maintenance bargaining unit for a period of up to two years following the date of layoff. A laid-off employee who is subsequently reemployed by the Transportation Department shall retain their seniority and employment benefits including, but not limited to longevity.
7. A laid-off employee who is rehired, pursuant to Section 4 above, in a position at a lower grade than the position held by the employee at the time of layoff, shall still be entitled to his recall rights as set forth in Article 13, Section 5, of the Master Agreement and the Transportation Department Supplemental contract, Paragraph G, Section 4.
8. When filling temporary district construction positions, Management will first offer the temporary positions to qualified employees that are in "layoff" status within the same district. Laid-off employees appointed to a temporary position will be paid at the authorized grade of the temporary position they occupied at the time of layoff.

Employees appointed to fill temporary positions will receive the state contribution for group insurance if they meet the eligibility criteria contained in 2-18-701(8), MCA.

## **H. INTERNAL POSTINGS**

Whenever a vacant or newly created position occurs within the bargaining unit, the employer will prepare a vacancy announcement. Vacancy announcements will be posted internally for a minimum of seven calendar days and will occur prior to any public advertisement. Temporary employees, as defined under Section A.4 of this supplemental, may submit applications during the internal posting period but will not be considered for the vacancy if any permanent bargaining unit members apply and successfully complete the selection process.

## **I. HOLIDAYS WORKED**

Employees who work on recognized holidays will be paid two and one-half times their regular rate of pay for all hours worked.

## **J. REST BREAKS**

Where feasible, Transportation Department employees will be granted one rest break in the first four hours and one rest break in the second four hours of the scheduled workday. Duration of rest breaks will not exceed 15 minutes. Rest breaks will not be allowed to extend lunch periods or allow for early departure or late arrival. Rest breaks will be taken on the job location.

## **K. ASSOCIATION/MANAGEMENT COMMITTEE**

It is agreed that no more than three bargaining unit members will be allowed to serve on paid time basis if they are normally scheduled to work, to confer with Management on day-to-day type problems.

Meetings will be held when necessary on a mutually agreeable date, time, and place. Agendas for said meetings must be submitted by the requesting party no less than 10 working days prior to the meeting date.

It is understood that this committee does not take the place of the grievance procedure. Any decisions reached by the committee in resolving day-to-day type problems shall not alter the terms of this agreement and will be advisory only.

## **L. COMPENSATORY TIME**

Employees will have the right to choose whether they to receive compensatory time or overtime pay as provided for in Article 8, Section 2 of the Master Contract. Selection for either option can only be made at the beginning of each calendar year or upon initial hire, or when an employee changes positions.

## **M. LEAVE WITHOUT PAY**

All accrued annual leave and compensatory time will be taken before a request for leave without pay will be considered. Exhaustion of annual leave is not a prerequisite for consideration of leave without pay requests for bona-fide union activities.

## **N. RATINGS, WARNINGS AND SUSPENSIONS**

1. 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 24 months 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.
2. The Employer may suspend without pay for investigatory purposes. The normal investigatory suspension should not exceed five working days. However, the Employer may utilize an investigatory suspension without pay for a maximum of 20 working days. If the Employer is unable to develop evidence of wrongdoing, it shall compensate the employee by providing back pay for the period of time the employee was suspended without pay. This section does not constitute a waiver of the Employer's right to impose discipline, including disciplinary suspension. The suspension is subject to the grievance procedure.

## **O. THE FOLLOWING PROVISIONS WILL APPLY TO MCS OFFICERS ONLY**

1. The normal work hours and workweek of officers shall remain within the discretion of the Employer to establish. It is understood and agreed that the Employer is a 24-hour per day and 7-day per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of manpower to suit the needs and requirements of the department as they may change from time-to-time.
  - a. All hours worked between midnight and 6:00 a.m. shall be compensated at an additional \$1.00 per hour.
2. The workweek for MCS Officers will begin on Saturday a.m. and end on Friday midnight.
3. MCS Officers will receive overtime pay in accordance with Article 8, Section 1 of the MPEA Master Agreement.
4. Schedules will be posted for periods covering one month.
5. Officers may be assigned away from their normal work site on a temporary basis by giving at least 24 hours prior notice.
6. Article 12, Section 1 of the MPEA Master Agreement, and 2.21.3807, ARM does not apply to MCS Officers. All new MCS 1 Officers, including those who have

attained permanent status in an agency and who transfer to the Department of Transportation, MCS, must serve a probationary period of at least six months from the date of appointment. An additional probationary period of three months will be served upon successful completion of the Law Enforcement Academy.

7. The Employer may utilize an irregular workweek for scheduling MCS Officers. An irregular work week is defined as five consecutive days of work followed by at least two days off, which rotate on a regular basis by the addition of a sixth consecutive day of work. An alternate work schedule may be mutually agreed upon.

If the majority of employees in a station agree to an irregular workweek, the Employer will be liable only for overtime accrued under the Montana Minimum Wage and Hour Act, 1971.

Through mutual agreement, officers stationed at the following MCS facilities may work a 4day 10 hour work shift: Armington Junction, Bozeman, Broadus, Butte, Coutts, Haugan, Lima, Mossmain, Wibaux.

8. Prior to establishing the initial rotation schedule or changing the existing rotation schedule, the Employer will allow affected employees to comment on the proposed schedule of days off.
9. When placing an employee on special assignment, an employee's scheduled days off shall not be temporarily changed solely for the purpose of avoiding the overtime provisions of this Agreement.
10. Each enforcement officer of MCS will be allowed \$60.50 per month for expenses incurred through banking, court appearances and other travel costs. This allowance will also cover costs related to uniform maintenance and repair. In addition to the \$60.50, authorized officers will be reimbursed for all receipts for money orders.
11. The three-region configuration of the MCS Division will be used to determine layoffs under Section G of this supplemental.
12. No employee shall be scheduled to work a shift without at least a 14-hour duty free break except in unexpected or unusual circumstances.
13. For personnel actions involving MCS Officer or MCS Officer positions, seniority shall be defined as length of service as a MCS Officer. Seniority accrued as a MCS Officer will not apply to other bargaining unit positions or actions where seniority is a consideration.

## 14. Transfers

- a. Purpose: The purpose of this policy is to provide a procedure for the lateral transfer of MCS officers before newly vacated or created MCS positions are posted in accordance with Article 14 of the Master Agreement.
- b. Application: These transfer procedures will apply to 1) all lateral transfers of MCS officers except transfers from stationary scale to mobile patrol positions; and 2) all transfers of MCS training officers to stationary scale positions. Such excepted transfers shall be posted and filled in accordance with the provisions outlined in Article 14 of the Master Agreement.
- c. A list of work locations will be developed.
- d. Each MCS officer will be given the opportunity at least once annually to place their name on a transfer list for any work location except where the Department is paying strategic pay for retention purposes. In these situations, the employee is only allowed to laterally transfer to another location once every three years unless otherwise authorized by the Department. Strategic pay under these circumstances will be a minimum of \$1.00 per hour, at the Department's discretion.
- e. If the Department determines it is necessary to fill MCS officer positions, the hiring authority must first choose to fill those positions from names on the transfer list.
- f. If more than one worker is on the transfer list, then the hiring authority must hire the most senior employee from the list.
- g. MCS officers will not be allowed to transfer from one location to another more than one time per year unless approved by Management.
- h. If there are no names on the transfer list, Management can post and recruit for that position, as per the MPEA Master and this supplemental agreement.
- i. MCS officers will be paid relocation and moving allowances in accordance with Section R of the supplemental and under the following circumstances:
  1. When the work location is changed as a result of promotion;
  2. When the work location change is management-initiated; and
  3. In addition to the two circumstances stated above, one time during an officer's career including breaks-in-service, as a result of a lateral transfer.

Movement from a scale operator to rover position will be considered a promotion for purposes of applying this provision.

15. MCS officers will have the right to choose whether they receive compensatory time or overtime pay up to a maximum of 20 hours. These hours can only be used to offset loss of pay for the holidays.

**P. DISTRICT CONSTRUCTION PROVISIONS**

MDT places no restrictions on where an employee establishes his or her permanent, legal residence. District construction personnel, in the normal course of work, or traveling to and from a project site (the middle of the project located 15 or more miles from their headquarters, are entitled to statutory per diem and lodging as provided in Sections 2-18-501 through 512, MCA, as defined in Volume 1, Chapter 0300, Montana Operations Manual.

**LIMITATIONS**

1. The headquarters location for calculating statutory allowance will be the MDT office identified in Table 1 below that is nearest the employee’s permanent, legal residence, except if the employee voluntarily relocates their permanent residence or voluntarily promotes or transfers to another headquarter location.

**TABLE 1**

| <b>BILLINGS</b> | <b>BUTTE</b> | <b>GLENDIVE</b> | <b>GREAT FALLS</b> | <b>MISSOULA</b> |
|-----------------|--------------|-----------------|--------------------|-----------------|
| HARDIN          | ANACONDA     | CULBERTSON      | CONRAD             | VICTOR          |
| LEWISTOWN       | BOZEMAN      | GLASGOW         | CUT BANK           | KALISPELL       |
| RED LODGE       | DILLON       | MILES CITY      | HELENA             | POLSON          |
| ROUNDUP         | LIVINGSTON   | WOLF POINT      | HAVRE              | ST. REGIS       |
|                 | THREE FORKS  |                 | SHELBY             |                 |
|                 | WHITEHALL    |                 |                    |                 |

These offices are considered permanent or are expected to remain open indefinitely as a service to the public. They are not project specific, although they may double as a project office. In the event that MDT closes one of these locations, it will remain a location for per diem purposes for the duration of this agreement. If additional such sites are established (other than project offices), they will be added to this list. If the new site is nearer the employee’s permanent residence, the employee may elect to use that as headquarters for statutory allowances.

2. Eligibility for lodging and meals will be calculated from the MDT office nearest the employee’s permanent residence in the community identified in Table 1 to the project site, measured by the most direct, maintained route.

3. State transportation may be provided from the office listed in Table 1 to the project site. If state transportation is available, the District Construction Engineer must approve use of personal vehicles. The mileage rate for personal vehicle use when a state vehicle is available will be the rate established by law and state policy for that circumstance. When state transportation is not available, personal car mileage will be paid at the rate(s) established by law and state policy for that situation.

Mileage for personal vehicle use will be calculated from the Table 1 location to the job site by the most direct, maintained route. When employees are approved to use personal transportation, or there is no state transportation available, employees choosing alternate routes to the project from their permanent residence will be paid actual mileage, not to exceed the mileage from the Table 1 site to the project.

Mileage reimbursement is available only to the driver. In the case of carpooling, coworkers traveling together will receive paid time.

4. Travel time will be paid at the employee's regular rate of pay based on the time required to travel from the Table 1 location to the project site, and return, by the most direct, maintained route, based on posted speeds under safe driving conditions, rounded to the nearest half-hour. This calculation is both the maximum and minimum travel time that will be allowed, and will be considered time worked for the purposes of calculating overtime.

5. Project location, contractor work schedules, or other conditions may require overnight stays. Overnight stays may not be required or approved for projects less than 90 minutes' travel time from the Table 1 location. For projects more than 90 minutes away from the Table 1 location, and when the District Construction Engineer requires overnight stays, the following applies:

- If the employee chooses not to stay overnight, travel time and mileage will not be approved for that night, or for returning to the project the following morning. Unreceipted lodging will not be approved.
- Employees may have the option to stay at an RV site, with personal RV. Employees will be reimbursed up to \$600/month (receipts required) for rental of RV site.

The district administrator or his/her designee, with mutual agreement with the employee, may waive this provision under special circumstances.

6. Regardless of actual permanent, legal residence, new hires will be presumed to live in the community identified in the employment offer.

7. These provisions replace and are in lieu of any other compensation for commuting or travel incurred by field construction employees."

8. The following 17 employees who were covered by the Memorandum of Agreement dated December 12, 2007 shall have the following provisions which will sunset on June 30, 2010.

Missoula District

Brian Eisenzimer, Lincoln  
Eric Greenburg, Big Fork  
Dennis Hart, St. Ignatius  
Rod Johnson, Troy  
James Mielke, Trego

Great Falls District

Dan Betts, Sockett  
Reise Fisher, Browning  
Russ Roberts, Belt  
Jim Vinson, Cascade  
John Yeoman, Harlem

Glendive District

Joe Fischer, Sidney  
Adrian Goroski, Baker

Billings District

Lewis Griffith, Grass Range  
Joe Leligdowicz, Custer  
Misty Howard, Columbus  
Rose Smith, Columbus  
Dan Lang, Melstone

- 9.. These employees may be required to travel to the nearest reporting station listed in Table 1, or a temporary site as established by the Department. Employees who travel in their own vehicles, shall travel the first 20 miles to, and the first 20 miles on the return trip at their own expense. Any mileage in excess of the 20 mile coming and 20 mile return shall be paid at \$.35 per mile not to exceed 80 compensable miles per day worked. Travel time under this provision is not compensable. It is understood that any time spent in a state vehicle is compensable time. Questions regarding mileage shall be resolved by using the shortest most direct maintained route from the employee's residency to the closest reporting station in Table 1, or a temporary site as established by the Department. Employees receiving mileage for commuting under the provision are not eligible to receive non overnight per diem meals. If the employee/s chooses to waive the mileage reimbursement under this provision, they are then eligible to receive non overnight per diem meals in accordance with provision 2 of this contract. Upon ratification of this contract employees will make a one-time election of mileage or per diem reimbursement. In the case of car pooling, only the driver shall receive mileage under this provision. Provision 9 will sunset on June 30, 2010.
10. The Department shall pay for all relocation and real estate expenses covered by the Department' Relocation Expense Policy for any of the 17 employees who wish to relocate their residency to within less than 20 miles of the nearest reporting station in Table 1. Provision 10 will sunset on June 30, 2010.
11. It is understood that the Department management and the employee/s covered by provision 9 may work out mutually agreeable alternations.

## **Q. FIELD CONSTRUCTION SAFETY ALLOWANCE**

District field personnel assigned to a project manager, district lab personnel, Helena lab Personnel in the geo-technical section, and materials testing section, surveyors, photogrameters, utility agents, Planning traffic counter technicians, electronic equipment technicians and telecommunication technicians may elect to purchase protective clothing, CDL licenses, and safety equipment not provided by the State. Permanent, seasonal and temporary employees will be given \$225 for the term of the agreement provided such items are included on a product list approved by the employer. For permanent, seasonal and temporary employees employed at the time, the allowances will be included in the paycheck for the first full pay period of the contract term. If a permanent, seasonal or temporary employee is hired after the first full pay period of the contract term, and they have not received the allowance for the contract term, the allowance will be included in their first paycheck. Telecommunication technicians will be given \$300 for the term of the agreement provided such items are included on a product list approved by the employer.

Employees covered by this field safety construction allowance, and are required to possess a commercial driver's license, may use a portion of this allowance to cover their Department of Transportation physical examination.

## **R. RELOCATION AND MOVING ALLOWANCE**

The Employer and the Union agree that all matters relating to relocation and moving will be addressed according to departmental policy.

## **S. CORE DRILLERS' SAFETY ALLOWANCE**

Core drillers may elect to purchase protective clothing and safety equipment not provided by the State. Employees will be reimbursed, (with current receipts) for purchasing such items in an amount not to exceed \$800 for the term of the agreement provided such items are included on a product list approved by the Employer. Employees may also be reimbursed, for the cost of a CDL-required physical, to be included in the \$800 allowance.

## **T. TOOL ALLOWANCE**

Telecommunication technicians will receive a \$35 per month (unreceipted) tool allowance.

## **U. MCSAP OFFICERS**

**T. TOOL ALLOWANCE**

Telecommunication technicians will receive a \$35 per month (unreceipted) tool allowance.

**U. MCSAP OFFICERS**

MCSAP officers shall purchase a pair of safety boots, once each contract term, and be reimbursed up to \$200 with receipt.

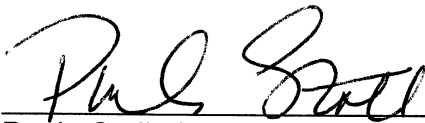
**V. SHIFT DIFFERENTIAL**

Construction employees, employees in the lab, and road reporters, and other employees assigned to Road Reporting who work an assigned shift that falls between the hours of 3:00 pm and the first assigned shift of the next work day will receive a shift differential of \$1.00 per hour for all hours worked. Shift differential will not be paid for partial shifts that overlap into the hours of 3:00 pm and the first assigned shift of the next working day. Shift differential as outlined above will be paid at the rate of one and one-half times the contractual rate of one dollar (\$1.00) per hour for all hours worked in overtime status.

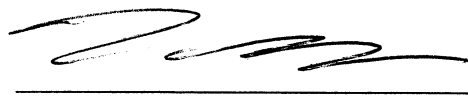
DATED this 4th day of NOVEMBER, 2009

FOR: STATE OF MONTANA

FOR: MONTANA PUBLIC  
EMPLOYEES ASSOCIATION



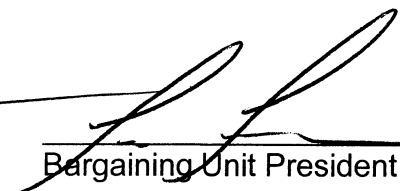
Paula Stoll, Chief  
State Office of Labor Relations



Quinton Nyman  
Executive Director



Jim Lynch, Director  
Department of Transportation



Bargaining Unit President

## TABLE OF CONTENTS

| TITLE   | PAGE |
|---|------|
| A. IRREGULAR WORKDAY/WORKWEEK.....                                | 1    |
| B. ALTERNATE WORK SCHEDULES.....                                  | 1    |
| C. SCHEDULING .....   | 1    |
| D. DIFFERENTIAL PAY .....   | 2    |
| E. EDUCATIONAL LEAVE.....   | 2    |
| F. JOB SECURITY.....  | 2    |
| G. SENIORITY AND LONGEVITY.....                                   | 3    |
| H. INTERNAL POSTINGS.....   | 4    |
| I. HOLIDAYS WORKED.....   | 4    |
| J. REST BREAKS.....   | 5    |
| K. ASSOCIATION/MANAGEMENT COMMITTEE .....                         | 5    |
| L. COMPENSATORY TIME.....   | 5    |
| M. LEAVE WITHOUT PAY .....  | 5    |
| N. RATINGS, WARNINGS AND SUSPENSIONS.....                         | 6    |
| O. THE FOLLOWING PROVISIONS WILL APPLY TO MCS OFFICERS ONLY ..... | 6    |
| P. DISTRICT CONSTRUCTION PROVISIONS .....                         | 9    |
| Q. FIELD CONSTRUCTION SAFETY ALLOWANCE.....                       | 12   |
| R. RELOCATION AND MOVING ALLOWANCE .....                          | 12   |
| S. CORE DRILLERS' SAFETY ALLOWANCE.....                           | 12   |
| T. SHIFT DIFFERENTIAL .....                                       | 12   |
| U. REOPENER.....  | 13   |