

**MPEA SUPPLEMENTAL AGREEMENT
COMMUNICATIONS OPERATORS
DEPARTMENT OF JUSTICE**

2009 - 2011

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

A. 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. Use of Supervisory Personnel

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

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.

B. Holidays

When a full-time employee is required by the Employer to work on a holiday, he/she 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 alternative day off, to be taken at a time agreeable to the employee and Employer. The alternate day off must be used, however, by the end of the fiscal year. 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.

1. The holidays and dates listed in the Master Agreement, Article 9, Section 1, shall be recognized as holidays for pay purposes.
2. Eligible non-exempt part-time employees shall receive benefits granted in this section on a pro-rated basis.

C. Vacation Scheduling

Requests for vacation leave shall be submitted annually in November and December, no later than January 1. In cases where requests for annual leave conflict, seniority shall prevail.

Any other requests for vacation leave on or after March 2 will be considered on a first-come, first-served basis.

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.

D. Seniority

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.
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.
3. 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.

E. Vacancies

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.

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

F. Grievances

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.

G. Training

Training operators will be compensated an additional \$1 per hour for each hour they serve in a training capacity.

H. Labor-Management Committee


When requested by the Association, and with the approval of the Colonel, up to three members of the bargaining unit 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.

I. Pre-negotiations


The employer will allow one meeting prior to commencement of negotiations to be attended by one representative from each Communications 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.


DATED THIS 31st day of December 2009



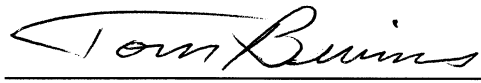
Steve Bullock
Attorney General
Department of Justice



Quinton E. Nyman
Executive Director
Montana Public Employees Association



Colonel Mike Tooley
Chief, Highway Patrol Division



Tom Bivins
M.P.E.A. Field Representative



Paula Stoll, Administrator
State Human Resources Division

M.P.E.A. Unit Representative