

**2019-2021**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**STATE OF MONTANA**

**DEPARTMENT OF REVENUE**

**AND**

**Montana Federation of Public Employees (MFPE)**

**LOCAL #4993**

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**AGREEMENT  
Between  
STATE OF MONTANA  
DEPARTMENT OF REVENUE  
And  
MFPE  
LOCAL #4993**

**PREAMBLE**

**THIS AGREEMENT** is made and entered into this 3/13/2020 day of 3/13/2020, 2020, between the State of Montana, Department of Revenue, referred to as the "Employer," and the Montana Federation of Public Employees, referred to as the "Union". The above parties agree that the purposes of this Agreement are: to promote sound working relationships between the Employer, the employees, and the Union; to provide an orderly means for resolving grievances under the Agreement; and to ensure efficient operation of state government and the continuous provision of vital public services.

With respect to all the parts of this Agreement which have been designed through good faith negotiations, the Employer and the Union hereby agree to be bound as follows:

**ARTICLE 1 - RECOGNITION**

**Section 1. Recognition.** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit as defined and certified by the board of Personnel Appeals, except management officials, supervisory employees, confidential employees, temporary or seasonal employees, short-term employees, and part-time employees who work less than 20 hours per week or other non-union employees not listed or in another bargaining unit.

**ARTICLE 2 - EMPLOYEE RIGHTS**

**Section 1. Probationary employees.** The Employer shall have six months, with the option of an additional six months, if the supervisor deems it necessary and after written notice to the union, after an employee's first official work day during which to assess the employee's fitness to hold any position covered by this Agreement. This time period shall be designated as the probationary period. At any time during the probationary period, the employee may be terminated from employment with no recourse to the grievance procedure. 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. In instances where Leave without Pay is taken during the probationary period, the time taken during Leave without Pay will not count toward the six-month probationary period.

**Section 2. Employee.** When an employee successfully completes the probationary period, they are designated a "permanent" employee. An employee referred to in this Agreement is a permanent employee. A permanent employee of the State of Montana does not have to repeat a probationary period.

**Section 3. Right to representation.** An employee has a right to representation during an investigatory meeting with the understanding the Union representative is not to disrupt the proceeding. Coaching, along with verbal warnings, do not constitute formal discipline and requires no written acknowledgement by an employee.

**Section 4. Just cause.** The Employer may not discipline or discharge any employee without just cause.

**Section 5. Discipline Notification.** Formal discipline is to be conducted in face to face meetings. Formal discipline shall not be conducted using state email. It is appropriate to use email to follow-up on disciplinary conversations and to schedule meetings. Discipline meetings are required to be marked private if the state's electronic calendar system is used.

**Section 6. Due process.** In case of suspension, demotion, or discharge, the Employer will ensure that the employee is afforded due process. Due process requires that an employee be informed, in writing, of the reason(s) for the suspension or discharge and provided with an opportunity to respond to the charges prior to implementation of discipline. Employees and their selected union representatives will be given a minimum of 5 working days written notice from the Office of Human Resources of any due process hearing. In a case of discharge, the Employer will notify the Union of the action taken.

**Section 7. Appeals.** An employee may appeal formal discipline through the grievance procedure.

**Section 8. Personnel files.** No formal disciplinary information shall be placed in an employee's personnel file that does not bear either the signature or initials of the subject employee to indicate that he or she has been shown the material. An employee may attach a written response to any formal disciplinary materials which are to be placed in their personnel file and must be submitted no later than 20 working days after being presented with such disciplinary material. An employee may obtain a copy of any document in their personnel file upon written request.

**Section 9. Performance reviews.** Whenever performance reviews are prepared, a copy of the review shall be provided to the employee. Only the immediate supervisor and/or appropriate management shall attend and discuss the performance review with the employee. The employee shall acknowledge receiving the review. If the employee desires to submit a written response to the performance review, they must do so within 10 working days from when the review was received. The contents and results of

performance reviews are not subject to the grievance and arbitration procedure detailed in Article 3 of this agreement.

**Section 10. Letter upon termination.** Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.

**Section 11. Job sharing.** Positions which are currently filled by bargaining unit members shall not be made into a job-sharing position except by mutual agreement or until the position becomes vacant.

**Section 12. Job documents.** Employees may request and receive a copy of their current job profile, classification information, and any other classification documents at any time.

**Section 13. Personnel file compliance.** Disciplinary documents or formal performance reviews which are placed in an employee's personnel file, but which are not in conformance with the requirements of Section 8 and/or Section 9 of this Article, may not be used to support formal disciplinary action. An employee who believes material is incorrect and should be removed from their personnel file shall have the right to appeal it through the grievance procedure.

**Section 14. Personnel file maintenance.** Letters of caution, consultation, warning, admonishment, and reprimand shall be considered temporary contents of the personnel file of an employee and shall be removed from the employee's personnel file, upon written request from the employee, 18 months after they have been placed in the file. Temporary contents may remain in the personnel file if the items are 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 15. Written warnings.** Written warnings shall clearly define the performance issue(s) or professional deficiencies and are supported by specific examples. Warning shall also clearly define performance expectations.

**Section 16. Employee Release Time.** Union members will be given release time up to 150 hours for attendance at negotiations. Release time for negotiations may include one meeting for negotiation preparation.

## **ARTICLE 3 - GRIEVANCE AND ARBITRATION PROCEDURES**

**Section 1. Purpose.** Having a desire to create and maintain harmonious labor relations, the parties to this Agreement agree they will promptly attempt to settle or adjust disputes (termed grievances) which arise during the term of this Agreement and involve questions of interpretation, application or alleged violation of terms and provisions of this Agreement, but which have not been specifically exempted from the grievance procedure. The creation and formulation of a grievance shall be conducted during non-duty hours.

**Section 2. Procedure.** In order to ensure that grievances are resolved as quickly as possible, the following procedure shall be used:

**Step 1.** It is strongly encouraged that all grievances are 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 an opportunity to attempt resolution. Any grievance shall be taken up with the employee's immediate supervisor in writing within 15 working days of the initial occurrence of the grievable event. The immediate supervisor shall respond in writing to the employee and the Union within 15 working days of receipt of the grievance.

**Step 2.** If the grievance is not resolved at Step 1, then the grievance shall be presented in writing to the Division Administrator or their designee within 15 working days of receipt of the Step 1 response. The Division Administrator or their designee shall respond in writing to the Union within 15 working days of receipt of the grievance.

**Step 3.** If the grievance is not resolved at Step 2, the grievance shall be submitted to the Director of the Department of Revenue or their designee within 15 working days of receipt of the Step 2 response. The Director or designee shall respond in writing to the Union within 15 working days of receipt of the grievance.

**Step 4.** Should the Union consider the decision of the Director to be unsatisfactory, the Union shall, within 20 working days of receipt of the decision, notify the Director and the Chief of the State Office of Labor Relations of its decision to take the grievance to final and binding arbitration.

**Step 5.** After notification of arbitration; the Employer and State Office of Labor Relations will meet with the Union and attempt to find a solution which is mutually acceptable to avoid final and binding arbitration.

### **Section 3. Rules governing the grievance procedure.**

**Subsection 1. Waiving time limits.** Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

**Subsection 2. Timeliness.** A grievance not filed or advanced by the grievant within the time limits provided in Article 3, Section 2 shall be considered withdrawn. 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.

**Subsection 3. Delegation.** An appointed authority, "designee", may replace any titled position in the grievance procedure, provided that such designee has full authority to act in the capacity of the person being replaced.

**Subsection 4. Elements of the written grievance.** When the grievance is presented in writing, there shall be all of the following:

- A. The name of the grievant(s).
- B. A complete statement of the grievance, the Agreement language alleged to have been violated, any facts upon which the grievance is based and a complete but concise explanation of the relationship between those facts and the alleged Agreement violation.
- C. The remedy or correction requested.

**Subsection 5. Alternative procedures.** If the Union or the grievant chooses to use alternative grievance procedures, to include administrative or judicial procedures, they may not pursue the same complaint under the provisions of this Agreement grievance procedure. Similarly, an employee who pursues a grievance under the provisions of this Agreement may not pursue the same grievance under another procedure.

**Subsection 6. Classification grievances.** In the event of a classification related grievance, the statutory classification appeal route shall be followed, and 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, the matter shall be referred to the Board for a decision.

**Subsection 7. Representation.** Representatives of the Union may enter into the grievance at any step of the procedure.

#### **Section 4. Rules governing arbitration.**

**Subsection 1. Selection of arbitrator.** The parties shall request a list of seven arbitrators from the Board of Personnel Appeals and shall alternately strike names from the list. The last remaining name shall serve as the arbitrator.

**Subsection 2. Arbitrator's limitations.** No grievance which fails to meet the requirements of Subsection 4 of Section 3 of this Article shall be determined to be arbitrable. The arbitrator may not add to, subtract from, or modify the terms of the Agreement.

**Subsection 3. Cost allocation.** 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 costs.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

In recognition of §39-31-303, MCA, the parties to this Agreement recognize the right and duty of the Employer to manage, direct, and control its business in all particulars, except where such right is expressly and specifically modified by the terms of this Agreement, in such areas as, but not limited to:

- A. Directing employees;
- B. Hiring, promoting, transferring, assigning, and retaining employees;
- C. Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
- D. Maintaining the efficiency of government operations;
- E. Determining the methods, means, job classifications, and personnel by which the Employer operations are to be conducted;
- F. Taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency; and
- G. Establishing the methods and processes by which work is to be conducted.

It is further agreed and understood that the Employer has the right and duty to formulate, modify, and enforce rules, regulations, and procedures in support of the above management rights. All rules regulations and policies of the Employer in existence as of the ratification of this Agreement shall remain in full force and effect, provided that such rules, regulations, and policies are not in conflict with the express terms of this Agreement.

## **ARTICLE 5 - UNION RIGHTS**

**Section 1. Requests for information.** Upon written request, the Employer shall provide one copy of any public information relevant to Agreement negotiations, or necessary to the proper enforcement of this Agreement, to the Union, providing such information is normally available and accessible. The Employer may charge reasonable and customary fees for such services.

**Section 2. Representation.** A written list of the accredited officers and representatives of the Union shall be furnished to the agency HR Director immediately after their election and shall be notified of any changes of said representatives. The internal business of the Union shall normally be conducted by employees during their non-duty hours. Any business which must be done during work time must be approved by Employer in advance. Whenever possible, Union staff will conduct their business during lunch hours, regular breaks, and/or after regular work hours, which includes preparing for an investigation or discipline.

**Section 3. Union president leave time.** The Union President will be given up to 50 hours per year release time to work on issues of mutual benefit to the Union and the

Employer and to promote collaborative work efforts and problem solving. Release time must be pre-approved through the President's supervisory chain of command and must be coordinated through the human resource office.

**Section 4. Staff visitation.** Union staff will be allowed to visit the work site of the employees during work hours and confer on employment relations matters, provided that such visitations are coordinated in advance with the Employer and shall not unduly disrupt work in progress.

**Section 5. Records inspection/authorization.** Union representatives may be allowed to inspect an employee's personnel and/or payroll file upon presentation of the authorization from the subject employee. Such representatives may also obtain copies of such materials subject to the same requirement for specific written authorization apart from medical information unless the issue involves such matters.

**Section 6. Policies.** The Employer shall post all current policies on the department intranet website; ensuring the policies are accessible to all employees. The Union will be advised whenever changes in policy are being considered, leaving 10 working days for comment and discussion prior to changes being implemented.

**Section 7. Union postings.** In work units where bulletin boards are available, the Union shall be allowed space of not less than 10 inches x 12 inches. Any posting of materials are to be informative in nature to Union business and are neither derogatory toward management nor inflammatory in nature. Agency email and/or intranet may also be used with prior Employer approval.

**Section 8. Use of facilities.** The Union may be allowed to use the Employer's facilities for Union meetings contingent upon availability and Employer approval. The Union shall be liable for any damages as a result of such use.

## **ARTICLE 6 - EMPLOYER-UNION RELATIONS**

**Section 1. Labor Management Relations Committee.** The Employer and the Union agree to the establishment of a Labor Management Relations Committee (Committee). The purpose of this Committee is to discuss any item of concern to either party and to improve communications between the Employer and Union members. This Committee shall not take the place of the grievance procedure or the collective bargaining process but shall be a forum to facilitate communication and the sharing of ideas.

1. The Union shall appoint up to seven member employees.
2. The Employer shall appoint up to seven members.
3. For special circumstances the Union and the Employer may request that additional employees and management staff attend.

**Section 2. Release time.** The bargaining unit members will receive paid release time to attend meetings and applicable training when scheduled during normal work hours.

Travel expenses will be reimbursed as per department policy for the seven bargaining unit members.

## **ARTICLE 7 - HOURS AND COMPENSATION**

**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, except as may be specifically provided for in this agreement.

**Section 4.** A regular work week shall consist of five regular workdays, Monday through Friday inclusive, totaling 40 hours.

**Section 5.** The Employer agrees to give equal consideration to telework arrangements, alternate work schedules, inclusive of four 10-hour day and/or other flex hour arrangements, in accordance with agency policy when such schedules benefit the operational needs of the Employer.

**Section 6.** In work areas where a regular work week is not feasible, employees may be assigned to a designated work week by mutual agreement. If mutual agreement cannot be reached with any employee, the employee with the least seniority within a classification will be assigned to the duty.

**Section 7.** Employees on a regular or alternative work schedule shall not have their work schedule changed unless given 5 working days' notice of change, except in emergency situations or as the result of discipline.

**Section 8.** No full-time or permanent part-time employee will be replaced by a work-study WIOA (Workforce Innovation and Opportunity Act) program employee.

**Section 9.** As directed by §2-18-303(4)(a)(i), MCA, bargaining units must ratify a completely integrated collective bargaining agreement prior to receiving a negotiated increase in pay.

**Section 10.** The Pay Plan Rules as modified by the Department of Revenue shall be in effect for all members of the bargaining units covered by this Agreement for the term of this Agreement.

**Section 11.** If an employee is selected and given written authorization by an Employer designee to temporarily fill a vacancy in a higher classified position, they shall be paid at the higher classified position with the exact rate of temporary pay to be set by the Pay

Plan rules. The Employer will not adopt a policy of refusing to authorize such assignments.

**Subsection 1.** Employees performing the duties of another position while maintaining job duties of their original position for a minimum of three months will be cause to review the position for possible temporary pay adjustment.

**Section 12.** 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 13.** Relocation allowances will be handled in accordance with Employer policy.

**Section 14.** Employees who are called out for unscheduled work and report outside their regular shift shall be paid for a minimum of four hours at a rate of one and one-half times their regular rate of pay. Each hour after four hours shall be paid at the above rate. In computing work time on a call-out, travel time to and from work shall be counted and all travel shall be compensated in accordance with state law. It is understood that the four-hour minimum does not apply to work performed contiguous to the start or end of a regular work shift.

**Section 15.** When an employee is temporarily required to work on a weekend under a flex-time arrangement, the flextime off will be scheduled within the work week with mutual agreement.

**Section 16. Breaks.** Employees shall be allowed one 20-minute paid break for every 4 hours worked with the understanding that the needs of the Employer supersede the break time. In accordance with department flex-time policy, variations of this may occur, with prior approval of Employer. The specific time for breaks is at the discretion of the supervisor. No employee shall start an established workday late or end the workday early to compensate for not taking breaks. Employer may require an employee to work through a previously approved break to meet business necessities, but every effort will be made to reschedule the missed break whenever feasible.

## **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 40 hours per week.

**Section 2.** Upon mutual agreement between the employee and Employer, 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.

This Section shall be administered in accordance with Federal Fair Labor Standards Act, Federal regulations, and the state's Overtime and Non-Exempt Compensatory Time policy.

**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 40 hours per week.

**Subsection 2.** Compensatory time will be recorded in increments of no less than one-half hour, but all time earned or taken in fractions of one hour will accumulate until the one-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.** Authorized holiday leave, sick leave, or annual leave time off shall constitute time worked when computing overtime or compensatory time credits under this Article. Employer may adjust an employee's work schedule in a work week or require the employee to take time off without pay so that the employee does not become eligible for the payment of overtime or accrual of nonexempt compensatory time.

**Section 5.** Overtime or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

**Section 6.** The Employer agrees not to block out periods of time during which 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 Employer. In situations where the employee requests time off for annual leave or sick leave, the Employer may not require employees to utilize compensatory time in lieu of annual leave or sick leave.

## **ARTICLE 9 - INSURANCE**

**Section 1. Health insurance.**

The Health Care and Benefits Division 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, 2020. The State's share contribution (currently, \$1054 a month) will not change during the same period.

## **ARTICLE 10 - HOLIDAYS**

**Section 1. List of holidays.** For pay purposes, bargaining unit employees will be granted the following recognized holidays per state law:

New Year's Day .....	January 1
Martin Luther King, Jr. Day .....	Third Monday in January
Presidents' Day.....	Third Monday in February
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day .....	First Monday in September
Columbus Day .....	Second Monday in October
Veteran's Day .....	November 11
Thanksgiving Day .....	Fourth Thursday in November
Christmas Day .....	December 25
General Election Day .....	1st Tues. in Nov. - alternate 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.** Full-time exempt employees and nonexempt 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, within the same workweek or banked for later.

Non-Exempt Employees Timecard examples:

1. Required to work. 8 HOL + 8 CTE or OVT
2. Not required to work. 8 HOL + 8 REG flexed within the same workweek
3. Banked for later. 8 HBK + 8 REG, banked for use later, no need for flex time

Exempt Employee Timecard examples:

1. Required to work. 8 HOL + 8 ECE
2. Not required to work. 8 HOL + 8 ECE

**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 their 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 11 - LEAVES

**Section 1. Leaves in general.** Employees covered by this Agreement are entitled to all the leave provisions provided to public employees by Montana statute. In addition, the Employer acknowledges that bargaining unit employees are entitled to leave under the federal Family and Medical Leave Act pursuant to policy found in MOM.

**Subsection 1.** Leave time must be requested and approved by the immediate Supervisor. If Supervisor is unavailable, the request needs to be approved by another Supervisor designated by the immediate Supervisor.

**Section 2. Annual leave.** Employees shall request the use of annual leave in advance. Such requests will be considered in accordance with State law, MOM and Employer policy. It is understood and agreed that an employee 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 Employer approval, at their individual discretion if the execution of this right does not cause an undue burden for the Employer's operation. In accordance with §2-18-617, MCA, the Employer must provide reasonable opportunity for an employee to use, rather than forfeit, accumulated annual leave. Employees shall make a reasonable effort to submit requested annual leave to Employer in advance. Employer shall make a reasonable effort to provide employees advance notice of approval or denial of requested annual leave.

**Section 3. Military leave.** Military leave will be granted per §10-1-604, MCA.

**Section 4. Leave without pay.** Any leave without pay must be requested by the employee in advance, and Employer shall then determine if the employee can be excused for the time requested. The approval or disapproval from Employer shall be

based on the needs of the Employer, the reason for the request, and the employee's work record.

### **Section 5. Education leave.**

**Subsection 1. Requests.** The Employer and Union view training and education as important to agency and employee success. Employees may request a leave of absence for educational purposes. The Employer may grant leave, with or without pay, for training which is related to the employee's job duties. The Employer will consider potential benefit to the Employer, and the program clients, as well as budget and staffing requirements, when evaluating such requests.

**Subsection 2. Certification.** Employees who are required to be certified by the Employer as part of their work responsibilities will be granted work time in order to meet this requirement.

### **Section 6. Worker's compensation.**

**Subsection 1. Purpose.** Worker's compensation is to be offsetting the loss of income suffered by an employee who is injured on the job. Where an employee's pay continues while on sick leave, they are not entitled to both the paid sick leave and to worker's compensation payments.

**Subsection 2. Reporting.** Any employee who suffers an actual or a suspected injury as the result of a work-related accident must report such incident to their immediate supervisor and/or to the Office of Human Resources as soon as physically possible.

**Section 7. Maternity leave.** In addition to state law found at §49-2-310 & 311, MCA, unit members are entitled to the protections found in the federal Family and Medical Leave Act.

**Section 8. Parental leave.** Parental Leave will be granted per §2-18-606, MCA.

**Section 9. Sick leave.** Sick leave shall be granted in accordance with State law, MOM and Agency policy.

**Subsection 1. Notification.** Notification of absence because of illness shall be given as soon as possible to the immediate supervisor, or in the event they are unavailable, to the individual designated to receive such notification. If the employee fails to give such notification, the absence may be charged to leave without pay; this will be considered a no-call/no-show. Absence in excess of one shift without receipt of proper notification to the Employer from the employee shall constitute just cause for discharge, in accordance with Article 2, Section 4 of this Agreement, unless the failure to give such notification was due to circumstances beyond the control of the employee.

**Subsection 2.** If an employee on annual leave becomes ill, the employee shall be afforded the right to change their annual leave status to sick leave status and to utilize available sick leave credits upon furnishing Employer acceptable medical certification, if required.

**Subsection 3.** 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 and has documentation to support their decision.

**Section 10. Jury and witness duty.** Employees summoned to serve as jurors or witnesses shall be granted leave per §2-18-619, MCA.

## **ARTICLE 12 - SENIORITY AND LAYOFF**

**Section 1. Seniority defined.** Seniority means the total length of service in any position in the Department of Revenue plus total time within the bargaining unit. Seniority is statewide and is applicable only after an employee has completed a probationary period and become permanent. Employees who voluntarily terminate their position with the Employer, upon returning to the bargaining unit, will not have previous time with the Employer and Union retained and calculated into the formula for the purposes of this Agreement.

**Section 2. Terms of accrual.** Seniority shall continue to accrue during all layoffs and approved leaves of absence not exceeding one year, except for industrial accident leave during which time an employee may accrue seniority for up to 18 months.

**Section 3. Selection for layoff.** If qualifications and capabilities are substantially equal, then seniority shall be the determining factor in the selection of employees for layoff within the same job classification. No employee shall be laid off while temporary, seasonal, or probationary employees in the same job classification are retained.

**Section 4. Notification.** The Employer shall give employees subject to lay off a minimum of 30 calendar days advance notice and shall deliver a copy of such to the Union, which shall be allowed an opportunity to comment.

**Section 5. Recall.** Recall from a layoff shall be in reverse order of layoff by job. When recalling employees, the Employer shall send a certified return receipt letter to the last known address of the employee with a copy to the Union. The letter shall state that failure to notify the Employer within 10 working days of the employees' intent to return to work shall constitute forfeiture of all recall rights. Recall rights shall be limited to a period of two years following the date of the layoff.

**Section 6. Salary and benefits protections.** Any employee whose position is eliminated as a result of privatization, reorganization of an agency, closure of, or a reduction in force, or other actions by the legislature and who is subsequently transferred to a different position in a state agency is entitled to the salary and benefits protection(s) contained in the State Employee Protection Act. (§2-18-1201 through 1206, MCA)

## **ARTICLE 13 - PUBLIC EMPLOYEES RETIREMENT SYSTEM**

The existing programs shall continue in full force and effect in accordance with §19-3-101 through 1404, MCA.

## **ARTICLE 14 - JOB POSTING, SELECTION AND PROMOTION**

**Section 1. Notice and posting.** Any vacancy which occurs, or new position which is created, which is covered by this bargaining Agreement will be noticed throughout the state so that interested bargaining unit members may apply for said position. The purpose of such notice is to inform employees of vacancies and newly created positions, and to afford employees who are interested and who qualify an equal opportunity to apply for the vacant or newly created position. In circumstances where there are more viable candidates than the number of positions posted, the department may hire from the same pool of applicants when vacancies exist for the same position, location, and unit being hired, up to 6-months.

**Subsection 1. Recruitment.** When recruiting internally or externally, Employer will post notice of available positions for at least seven calendar days. Such notices shall state where interested employees are to make application.

If only one Department of Revenue employee applies for a position and the employee is successfully performing the duties of the same position in a different location, the employee will be awarded a lateral transfer into the position.

Nothing in this provision concedes Employer's right to initiate either internal or external recruitment, providing that available positions are noticed throughout the bargaining unit per the terms of this provision.

**Subsection 2. Selection.** The Employer will ensure that all applications of qualified Union members are considered in the selection process. When two bargaining unit applicants are determined to be substantially equal in qualifications and capabilities, then seniority will be the determining factor in selecting the successful applicant, providing, however, that this requirement may not act to negate statutory requirements regarding Veteran's or Disability or other statutory preferences, which must take precedence. Unsuccessful applicants will be notified in writing upon completion of the selection process. Upon request, unsuccessful applicants will be provided with an explanation of the results of the selection process. An alleged violation of the minimum notice and posting

requirements of this Article may be grieved under the rules of Article 3. Grievance and Arbitration Procedures. An alleged violation of this Article other than notice and posting may be grieved through Step 3 and may not be submitted to final and binding arbitration.

**Subsection 3. Exceptions.** The requirements of this Article will be waived in cases of career ladder advancements and situations where a bargaining unit employee is transferred or demoted for disciplinary reasons, for poor work performance, or in situations where the assignment is the result of a grievance settlement between the Employer and the Union. Any employee, who is under a formal corrective action plan, may not be promoted until the issues are complete.

**Subsection 4. Training Assignments.** Successful internal applicants may be placed on a 6-month training assignment in the new position. In the event the Employer determines the employee is not satisfactorily meeting the requirements of the new position during or at the conclusion of the 6-month training period, the employee may be returned to their former position or to a similar position with no loss of seniority.

The employee will be given notice of below standard performance 30 days before the end of the trial period. If the performance does not improve by the end of the 30 day period, the department may: extend the length of the trial period for a maximum of six additional consecutive calendar months, or return the employee their former position if vacant, or offer the employee an available position for which they are qualified (salary will be adjusted per pay plan rules), or opt to take disciplinary action if sufficient cause exists, instead of returning the employee to a former or equivalent position.

**Section 2. Career Ladder.** The purpose and intent of the career ladder process is to provide opportunities to all employees for advancement. This includes educational training, on the job training, cross training, and other resources that come available. The requirements outlined in the Career Ladder Process must be met before an employee can move along the division's established career ladder path.

## **ARTICLE 15 - UNION SECURITY**

### **Section 1. Employee list.**

The Employer will provide the Association with a list of newly hired and terminated employees at least monthly. The list may include mutually agreed upon pertinent member information and will be sent 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 Union by such employee for dues. The Employer will remit to the Union such sums within 30 calendar days. Changes in the Union membership dues rate will be certified

to the Employer in writing over the signature of the authorized officer or officers of the Union and shall be done at least 30-calendar days in advance of such change.

**Section 3.** The Union 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, on account of any provision of this Article.

**Section 4. - Grandfather clause.** Employees covered by this collective bargaining Agreement and hired by the department before September 29, 1999, who were not in a collective bargaining unit prior to that date shall not be subject to the Union security provision as long as they remain in the positions they held on September 29, 1999. If any employee transfers into a different bargaining unit position after September 29, 1999, the employee shall be subject to the Union security provision. Any employees exempted from dues or representation fees by this "grandfather clause" may voluntarily pay dues or representation fees at the employee's choice.

## **ARTICLE 16 - HEALTH AND SAFETY**

**Section 1. Safe environment.** Both the Employer and the Union affirm their commitment to cooperate in the maintenance of a safe and healthy work environment. To that end, any employee complaint concerning a health or safety problem shall be immediately referred to the employee's Supervisor and the Safety Officer.

**Section 2. Safety equipment.** Any uniform, protective clothing, or equipment which is required by the Employer shall be provided by the Employer at the Employer's expense except in cases where negligence or misuse leads to the need for replacement of said uniform or equipment, whereupon the cost of replacement shall be borne by the employee.

## **ARTICLE 17 - NO STRIKE-NO LOCKOUT**

**Section 1. No strikes.** During the term of this Agreement, neither the Union nor its agents or representatives will cause, sanction, or take part in any strike, sympathy strike, walkout, slowdown, or any other interference with the operation of the Employer's business, except as provided for in the Article covering the term of this Agreement.

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

## **ARTICLE 18 - SEVERABILITY**

In the event 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 express intention of the parties that all other provisions not declared invalid or unenforceable shall remain in full force and effect.

## **ARTICLE 19 - ENTIRE AGREEMENT**

Both parties acknowledge that during the 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 through the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, 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 issue, whether or not such subject or issue has been specifically discussed in negotiations, or referred to, or covered by this Agreement. This Article shall not be construed to in any way restrict the parties from commencing negotiations as specified under the Article addressing the "Term" of this Agreement to negotiating a successor Agreement to take effect upon expiration of this Agreement or under the Article on "Severability" to replace invalidated language.

## **ARTICLE 20 - TERM**

**Section 1. Term and re-opener.** This Agreement shall be effective July 1, 2019 and shall remain in full force and effect through the 30th day of June 2021. The parties may mutually agree to reopen a specific section or article of the Agreement when they agree that a clear and compelling need exists. Either party may notify the other, in writing, at least 90 days prior to the expiration date should they desire to renegotiate this Agreement, however, negotiations cannot begin before January 1 of the year in which the Agreement expires. If the Union gives such notice, it agrees to notify the Chief of the State Office of Labor Relations, in writing, of such request at the same time said notice is given to the Employer.

**Section 2. No-strike waiver.** The Union shall have the right to engage in concerted activities after December 31, 2020 for matters pertaining to wages and economic benefits in the FY 2021-2022 biennium.

**Section 3. Pre-budget negotiations.** The language contained in Section 1 does not preclude the Employer and the Union from engaging in pre-budget negotiations on economic matters. All terms relative to competency-based pay shall be subject to bargaining in accordance with requirements of Montana Code Annotated.

**THIS AGREEMENT** is signed and dated this \_\_\_\_\_ day of

3/13/2020

DocuSigned by:

*Mike Manion*

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**FOR: STATE OF MONTANA**

DocuSigned by:

*Mike Manion*

8E2DE9861B4E4EF...

Michael P. Manion, Chief  
State Office of Labor Relations

DocuSigned by:

*Gene Walborn*

BAC6F139A27245A

Gene Walborn, Director  
Department of Revenue

**FOR: MONTANA FEDERATION OF  
PUBLIC EMPLOYEES (MFPE)**

DocuSigned by:

*Eric Feaver*

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Eric Feaver, President  
MFPE

DocuSigned by:

*Zeth Stone*

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Zeth Stone, President  
MFPE Local 4993

DocuSigned by:

*Kimberly Mills*

AA341B890423461...

Kimberley Mills, Vice President  
MFPE Local 4993

**Department of Revenue  
MFPE Local 4993**

**ADDENDUM A  
2017-2019-PAY AGREEMENT**

**Section 1.** The Department of Revenue will implement a “Standard” pay rate for all employees. This will replace the Individual Band Placement (IBP).

**Subsection 1.** There will be two potential pay rates for newly hired employees. Training pay and Standard pay. Both rates are defined in Schedule A. For definition purposes: Training pay will be set at the prior IBP 2 rate and Standard pay will be set at the prior IBP 3 rate.

**Subsection 2.** The Department will work to move current employees not yet at Standard Pay and not on a training assignment to Standard Pay.

**Subsection 3.** There will be a “Strategic Pay Range” from Standard Pay to Market for key employee retention and recruitment.

**Section 2. Schedule A.** Schedule A includes the occupational pay ranges and base pay amounts according to each employee's pay rate.

**Section 5. Training assignments.** The department may establish written training assignments to enable an employee to gain the additional experience and training required for the job. In these cases, the Employer may set the employee's base pay rate below the minimum entry rate for a period not to exceed one year. This period may be extended upon mutual agreement of the parties. Upon completion of the training assignment the employee will advance to the entry rate listed on Schedule A – Occupational Pay Ranges listed in Addendum A.

**Section 6. Location pay.** The Employer, at its discretion, may set base pay rates above those shown in Schedule A for employees working in high-cost cities and counties. If the Employer elects to set base pay rates above those shown in Schedule A under these conditions, it will apply those pay adjustments uniformly and consistently to all employees in the affected occupation within the specific location.

**Section 7. Across the Board Pay Adjustments.** The State shall increase each employee's base salary by \$.50 per hour effective the first full pay period that includes January 1, 2020 and \$.50 per hour the first full pay period that includes January 1, 2021.

**SCHEDULE A - 2020**

Job Code	Working Title	Band	Hourly Base Rates				
			Training Assignment (84%)	STANDARD Pay (88%)	Strategic Pay Level 1 (92%)	Strategic Pay Level 2 (96%)	Strategic Pay Level 3 (100%) Market Mid-point
439113	Account Maintenance Technician - CSRM	3	14.540255	15.160263	15.780271	16.400279	17.020286
439114	Account Maintenance Technician (Lead) - CSRM	4	16.563004	17.303620	18.044236	18.784854	19.525471
439114	Account Maintenance Technician (Senior Lead) - CSRM	4	17.144287	17.888296	18.632305	19.376314	20.120323
436114	Administrative Assistants (All Divisions)	4	16.768400	17.494511	18.220621	18.946730	19.672840
132214	Appraiser - I (Residential) - PAD	4	17.652481	18.227794	18.987234	19.746674	20.506114
132214	Appraiser - II (Residential/AG/Forest) - PAD	4	19.063178	19.898562	20.733947	21.569332	22.404716
132215	Appraiser - III (Commercial) - PAD	5	20.985373	21.569332	22.480661	23.391989	24.303318
132216	Appraiser - IV (Lead) - PAD	6	22.571794	23.513049	24.576716	25.579178	26.581639
436114	Audit Research Technician - II - BIT	4	16.768400	17.494511	18.220621	18.946730	19.672840
131915	Audit Research Technician - III (Lead) - BIT	5	21.278650	22.219534	23.160417	24.101301	25.042184
433334	Auditing Technician - II - BIT	4	17.930753	18.479377	19.028002	19.789214	20.550428
151914	Cartographer	4	17.570805	18.383700	19.196596	20.009491	20.822387
131915	Citizen Services Office Specialist - CSRM	5	21.278650	22.219534	23.160417	24.101301	25.042184
433334	Collections Research Technician - CSRM	4	17.930753	18.479377	19.028002	19.789214	20.550428
433115	Collections Specialist - CSRM	5	20.767362	21.683900	22.600435	23.516971	24.433507
433115	Collections Specialist (Lead) - CSRM	5	22.692089	23.700279	24.708469	25.716659	26.724848
433114	Collections Technician - CSRM	4	17.468351	18.227793	18.987233	19.746673	20.506114
433114	Collections Technician (Lead) - CSRM	4	19.140241	20.003583	20.866925	21.730267	22.593610
434514	Customer Service Representative - CSRM	4	16.991533	17.728267	18.465001	19.201736	19.938563
434514	Customer Service Representative (Lead) - CSRM	4	18.499911	19.332762	20.165612	20.998463	21.831313
131816	E-Business Analyst - II - CSRM	6	24.294038	25.378511	26.462984	27.547457	28.631930
151915	GIS Analyst - PAD	5	21.050334	22.221088	22.910356	23.840368	24.770379

131857	Income Tax Specialist - BIT	7	28.848824	30.150193	31.451561	32.752928	34.054296
439113	Information Capture Technician - CSRM	3	14.540255	15.160263	15.780271	16.400279	17.020286
439114	Information Capture Technician (Lead) - CSRM	4	16.563004	17.303620	18.044236	18.784854	19.525471
439114	Information Capture Technician (Senior Lead) - CSRM	4	17.144287	17.888296	18.632305	19.376314	20.120323
132136	Liquor Auditor - ABCD	6	23.719855	24.776986	25.961382	26.891248	27.948379
131415	Liquor Licensing & Compliance Specialist - I - ABCD	5	20.227113	21.400344	22.040787	22.976761	23.825196
131416	Liquor Licensing & Compliance Specialist - II - ABCD	6	24.003636	25.350422	26.144925	27.215571	28.286214
436154	Liquor Licensing & Compliance Technician - ABCD	4	19.452813	20.355327	21.257841	22.160357	23.062872
131215	Liquor Purchasing Agent - ABCD	5	20.225287	21.140298	22.055310	22.970321	23.885332
131815	Management Analyst - (All Divisions)	5	20.498381	21.402110	22.305836	23.209564	24.113292
131817	Management Analyst - (All Divisions)	7	28.848824	30.150193	31.451561	32.752928	34.054296
152316	Modeler - PAD	6	24.445866	25.841316	26.629273	27.720976	28.812680
152317	Operations Research Analyst-BIT	7	26.498614	27.736644	28.974673	30.212702	31.450732
433114	Other Agency Bad Debts - CSRM	4	17.468351	18.227793	18.987233	19.746673	20.506114
131915	Program Support Specialist - PAD	5	21.278650	22.219534	23.160417	24.101301	25.042184
273416	Publications Editor - I - DO	6	22.961663	24.006977	25.052292	26.097607	27.142922
434923	PVS - II - PAD	3	15.292697	15.711539	16.166777	16.803589	17.440401
434924	PVS - III - PAD	4	17.333901	17.974362	18.355090	19.087046	19.819001
434924	PVS - IV (Lead) - PAD	4	17.659731	18.793097	19.196839	19.965393	20.733947
131816	Quality Assurance Business Analyst - DO	6	24.294038	25.378511	26.462984	27.547457	28.631930
439113	Records and Imaging Services Technician - CSRM	3	14.540255	15.160263	15.780271	16.400279	17.020286
439114	Records and Imaging Services Technician (Lead) - CSRM	4	16.563004	17.303620	18.044236	18.784854	19.525471
439114	Records and Imaging Services Technician (Senior Lead) - CSRM	4	17.144287	17.888296	18.632305	19.376314	20.120323
132815	Tax Examiner - I - BIT	5	21.453957	22.180891	22.846789	23.774036	24.701284
132816	Tax Examiner - II - BIT	6	25.066427	26.156349	26.588307	27.678228	28.768151
132817	Tax Examiner - III (Senior) - BIT	7	28.986135	31.122363	31.601948	32.909855	34.217761
132216	Utility / Industrial Appraiser - BIT	6	25.548857	26.666887	27.226171	28.343825	29.461480

Job Code	Working Title	Band	Hourly Base Rates				
			Training Assignment (84%)	STANDARD Pay (88%)	Strategic Pay Level 1 (92%)	Strategic Pay Level 2 (96%)	Strategic Pay Level 3 (100%) Market Mid-point
439113	Account Maintenance Technician - CSRM	3	15.040255	15.660263	16.280271	16.900279	17.520286
439114	Account Maintenance Technician (Lead) - CSRM	4	17.063004	17.803620	18.544236	19.284854	20.025471
439114	Account Maintenance Technician (Senior Lead) - CSRM	4	17.644287	18.388296	19.132305	19.876314	20.620323
436114	Administrative Assistants (All Divisions)	4	17.268400	17.994511	18.720621	19.446730	20.172840
132214	Appraiser - I (Residential) - PAD	4	18.152481	18.727794	19.487234	20.246674	21.006114
132214	Appraiser - II (Residential/AG/Forest) - PAD	4	19.563178	20.398562	21.233947	22.069332	22.904716
132215	Appraiser - III (Commercial) - PAD	5	21.485373	22.069332	22.980661	23.891989	24.803318
132216	Appraiser - IV (Lead) - PAD	6	23.071794	24.013049	25.076716	26.079178	27.081639
436114	Audit Research Technician - II - BIT	4	17.268400	17.994511	18.720621	19.446730	20.172840
131915	Audit Research Technician - III (Lead) - BIT	5	21.778650	22.719534	23.660417	24.601301	25.542184
433334	Auditing Technician - II - BIT	4	18.430753	18.979377	19.528002	20.289214	21.050428
151914	Cartographer	4	18.070805	18.883700	19.696596	20.509491	21.322387
131915	Citizen Services Office Specialist - CSRM	5	21.778650	22.719534	23.660417	24.601301	25.542184
433334	Collections Research Technician - CSRM	4	18.430753	18.979377	19.528002	20.289214	21.050428
433115	Collections Specialist - CSRM	5	21.267362	22.183900	23.100435	24.016971	24.933507
433115	Collections Specialist (Lead) - CSRM	5	23.192089	24.200279	25.208469	26.216659	27.224848
433114	Collections Technician - CSRM	4	17.968351	18.727793	19.487233	20.246673	21.006114
433114	Collections Technician (Lead) - CSRM	4	19.640241	20.503583	21.366925	22.230267	23.093610
434514	Customer Service Representative - CSRM	4	17.491533	18.228267	18.965001	19.701736	20.438563
434514	Customer Service Representative (Lead) - CSRM	4	18.999911	19.832762	20.665612	21.498463	22.331313
131816	E-Business Analyst - II - CSRM	6	24.794038	25.878511	26.962984	28.047457	29.131930
151915	GIS Analyst - PAD	5	21.550334	22.721088	23.410356	24.340368	25.270379
131857	Income Tax Specialist - BIT	7	29.348824	30.650193	31.951561	33.252928	34.554296
439113	Information Capture Technician - CSRM	3	15.040255	15.660263	16.280271	16.900279	17.520286
439114	Information Capture Technician (Lead) - CSRM	4	17.063004	17.803620	18.544236	19.284854	20.025471
439114	Information Capture Technician	4	17.644287	18.388296	19.132305	19.876314	20.620323

	(Senior Lead) - CSRM						
132136	Liquor Auditor - ABCD	6	24.219855	25.276986	26.461382	27.391248	28.448379
131415	Liquor Licensing & Compliance Specialist - I - ABCD	5	20.727113	21.900344	22.540787	23.476761	24.325196
131416	Liquor Licensing & Compliance Specialist - II - ABCD	6	24.503636	25.850422	26.644925	27.715571	28.786214
131215	Liquor Purchasing Agent - ABCD	5	20.725287	21.640298	22.555310	23.470321	24.385332
131815	Management Analyst - (All Divisions)	5	20.998381	21.902110	22.805836	23.709564	24.613292
131817	Management Analyst - (All Divisions)	7	29.348824	30.650193	31.951561	33.252928	34.554296
152316	Modeler - PAD	6	24.945866	26.341316	27.129273	28.220976	29.312680
152317	Operations Research Analyst-BIT	7	26.998614	28.236644	29.474673	30.712702	31.950732
433114	Other Agency Bad Debts - CSRM	4	17.968351	18.727793	19.487233	20.246673	21.006114
131915	Program Support Specialist - PAD	5	21.778650	22.719534	23.660417	24.601301	25.542184
273416	Publications Editor - I - DO	6	23.461663	24.506977	25.552292	26.597607	27.642922
434923	PVS - II - PAD	3	15.792697	16.211539	16.666777	17.303589	17.940401
434924	PVS - III - PAD	4	17.833901	18.474362	18.855090	19.587046	20.319001
434924	PVS - IV (Lead) - PAD	4	18.159731	19.293097	19.696839	20.465393	21.233947
131816	Quality Assurance Business Analyst - DO	6	24.794038	25.878511	26.962984	28.047457	29.131930
439113	Records and Imaging Services Technician - CSRM	3	15.040255	15.660263	16.280271	16.900279	17.520286
439114	Records and Imaging Services Technician (Lead) - CSRM	4	17.063004	17.803620	18.544236	19.284854	20.025471
439114	Records and Imaging Services Technician (Senior Lead) - CSRM	4	17.644287	18.388296	19.132305	19.876314	20.620323
132815	Tax Examiner - I - BIT	5	21.953957	22.680891	23.346789	24.274036	25.201284
132816	Tax Examiner - II - BIT	6	25.566427	26.656349	27.088307	28.178228	29.268151
132817	Tax Examiner - III (Senior) - BIT	7	29.486135	31.622363	32.101948	33.409855	34.717761
132216	Utility / Industrial Appraiser - BIT	6	26.048857	27.166887	27.726171	28.843825	29.961480