

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MONTANA FEDERATION OF STATE  
AUDITOR EMPLOYEES LOCAL 7905**

**AND**

**MONTANA STATE AUDITOR**

**2020-2022**

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## **Article I - Preamble**

This Agreement is made and entered into this 7/21/2020, between the State of Montana, State Auditor's Office, hereinafter referred to as the "Employer," and the Montana Federation of State Auditor Employees Local 7905, Montana Federation of Public Employees, hereinafter referred to as the "Federation."

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the State of Montana, and to set forth herein a complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. It is understood that the Employer is engaged in furnishing an essential public service which vitally affects health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

## **Article II - Recognition**

Section 1. The Employer recognizes the Federation as the sole and exclusive representative of all employees within the bargaining unit.

Section 2. The bargaining unit shall be defined as stated in Addendum A. Any disagreement over inclusion in the bargaining unit may be resolved through the Board of Personnel Appeals.

Section 3. It is understood that the Employer's recognition of the Federation as exclusive representative for a bargaining unit shall be withdrawn, and this contract terminated, if the Federation is decertified through the procedure established by the Board of Personnel Appeals.

## **Article III - Federation Rights**

Section 1. In the event the Federation designates a member employee to act in the capacity as official spokesperson for the Federation on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2. A written list of the accredited officers and representatives of the individual bargaining units shall be furnished to the Employer immediately after their election and the Employer shall be notified of any changes of said representatives within seven calendar days.

Section 3. The internal business of the Federation shall be conducted by the employees during their non-duty hours.

Section 4. Selected and designated Federation officers or appointees shall be allowed six hours cumulative paid time to participate in the grievance process on behalf of a member employee who has filed a grievance, including arbitration matters provided the employer is notified in advance and the release time is arranged through normal leave request procedures. The Employer will not compensate the aforementioned employees for time spent in such activities outside of their normal work schedule, nor may an employee create any overtime liability as a direct or indirect result of such activities. The Federation retains the right to designate which employees will participate. An employee must be pre-approved by their supervisor for the timing of participation. An employee shall document time spent on Federation business in the comment section of the Employer's time reporting system. A grieving employee shall not use paid working time to prepare and pursue a grievance.

Section 5. The Federation's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations matters, provided that such visitations shall be coordinated in advance with the employer and shall not unduly disrupt work in progress.

Section 6. The Federation may utilize a reasonable amount of space on bulletin boards currently used for employee notices. No derogatory information concerning the Employer shall be posted by the Federation.

Section 7. The Federation and employees within the bargaining unit shall not utilize the State's email system for Federation business.

Section 8. Federation representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file and any separately held medical file.

Section 9. The Employer shall grant actual time spent at negotiations, up to 20 hours per representative, of paid release time per negotiation year to up to three selected and designated Federation officers or representatives for negotiations related to this Agreement or related to any subsequent collective bargaining negotiations between Employer and the Federation. The Federation retains the right to designate which employees will participate in negotiations. The employee shall track all time spent on Federation matters and submit any tracked time in the comment section of the time reporting system utilized by the Employer.

#### **Article IV - Federation Security**

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Federation,

Section 2. Upon receipt of a written authorization from an employee who chooses to become a member of the federation covered by this Agreement, the Employer shall deduct from the member's pay the amount owed to the Federation by such member for dues. The Employer will remit to the Federation such sums in within 30 calendar days. Changes in the Federation membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Federation and shall be done at least 30 calendar days in advance of such change.

Section 3. The Employer, within 30 days of the signing of this Agreement, shall present the Federation with a list of names and addresses of all current employees covered by this Agreement, and shall update such list each month for all new hires into bargaining unit positions.

Section 4. The Federation will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

Section 5. Designated Federation representatives shall receive opportunity to provide membership information to union-represented positions during the employee onboarding process. The Federation and the Employer agree that the employer shall direct all newly hired bargaining unit members and current bargaining unit members who have questions and concerns regarding union membership to contact the Federation designated representatives.

### **Article V - Management Rights**

The Federation, in compliance with section 39-31-303, MCA, shall recognize the prerogatives of the agency to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;
4. maintain the efficiency of government operations;
5. determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and
7. establish the methods and processes by which work is performed.

### **Article VI - Management Security**

The Federation hereby accepts liability for any damage to or loss of state property that is the proximate cause of action taken by any striking bargaining unit member, provided however, that liability under this Section shall be restricted to physical damage to real and

personal property, and shall not include any alleged loss of revenue or other incidental or punitive damage sought by the Employer. Management retains the right to refer charges to law enforcement for criminal conduct. The Employer shall follow the principles of *Garrity*.

## **Article VII - Non-Discrimination**

No employee shall be disciplined, discharged or discriminated against by the Employer for upholding lawful Federation principles or Federation activities in a lawful manner, as long as such activity does not interfere with the efficient operation of the institution. The Employer and the Federation affirm their joint opposition to any discriminatory practices in connection with employment in accordance with the Montana Human Rights Act, the Governmental Code of Fair Practices, or other applicable law.

## **Article VIII - 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 Management, a "non-exempt" employee may be allowed to accrue and use non-exempt compensatory time in lieu of cash overtime compensation.

Subsection 1. Compensatory time for "non-exempt" employees will accrue at the rate of one and one-half hours for each hour of overtime worked. Employees will earn, record, and use non-exempt compensatory time in one-half hour increments.

Subsection 2. "Non-exempt" compensatory time may not be accrued beyond 120 hours, which represents not more than 80 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.

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 forty hours per week. Employees will earn, record, and use exempt compensatory time in one-half hour increments

Subsection 2. 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 3. Compensatory time shall be earned as approved by the Employer and shall be taken at a time agreeable to the employee and the Employer.

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

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

Section 6. Authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing overtime or compensatory time credits under this Article.

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

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

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

Section 10. The Employer agrees not to block out periods of time during which by policy employees will not be allowed to use accrued compensatory time so long as it is understood that the Employer may approve or disapprove compensatory time usage dependent upon the needs of the agency.

Administration shall be undertaken in accordance with Federal Fair Labor Standards Act, Federal regulations, and Montana Operations Manual-Overtime and Nonexempt and Exempt Compensatory Time Policy.

**Article IX - Holidays**

Section 1. For pay purposes the following shall be recognized holidays for bargaining unit members:

|                                  |                          |
|----------------------------------|--------------------------|
| New Year's Day .....             | January 1                |
| Martin Luther King Jr. Day ..... | 3rd Monday in January    |
| President's Day .....            | 3rd Monday in February   |
| Memorial Day .....               | Last Monday in May       |
| Independence Day.....            | July 4                   |
| Labor Day .....                  | 1st Monday in September  |
| Columbus Day .....               | 2nd Monday in October    |
| Veteran's Day.....               | November 11              |
| Thanksgiving Day.....            | 4th Thursday in November |
| Christmas Day.....               | December 25              |
| General Election Day.....        | In even-numbered years   |

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Section 3. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rata basis. To be eligible for holiday pay an employee must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

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

Section 4. Any eligible full-time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and his supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. Eligible non-exempt



part-time employees shall receive benefits granted in this section on a pro rata basis.

## **Article X - Leave**

Section 1. Jury and Witness Duty. Employees summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, MCA.

Section 2. Sick Leave. Employees shall be granted sick leave per 2-18-618, MCA, and according to the following:

Subsection 1. Notification of absence because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such notification. Management agrees to take appropriate steps to ensure notification to employees of the names and contact information of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absence in excess of one shift without receipt of proper notification by the Employer from the employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee. In cases where employees are performing functions that will require a replacement, said employees will, if possible, notify Management of their absence at least four hours in advance of the beginning of the employee's shift.

Subsection 2. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, s/he may utilize his/her accrued annual leave. If an employee has exhausted all accrued sick leave, the Employer may permit the employee to be placed on a leave without pay status as provided in law, rule, or policy.

Subsection 3. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status and to utilize available sick leave credits upon furnishing Management acceptable medical certification, if required.

Subsection 4. The Employer may not require a doctor's certificate to substantiate sick leave usage from bargaining unit members unless the employee has been away from work three days on sick leave or unless the Employer has good reason to suspect sick leave abuse.

Subsection 5. If a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

Subsection 6. Accrued and available sick leave will be allowed for necessary

attendance to the illness of a member of the employee's immediate family until other attendance can be reasonably obtained, to attend a funeral in the immediate family, to receive medical, dental or eye examinations, or for other disability related emergencies. Absence in excess of one shift without receipt of proper notification by the Employer from the employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee.

Immediate family shall be defined as current spouse, domestic partner, child, step-child, mother, step-mother, father, step-father, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, son-in-law, and daughter-in-law. The Employer shall have discretion to add additional parties into this definition on a case-by-case basis.

Section 3. Annual/Vacation Leave. Annual leave will be accrued and used by employees within the unit in accordance with state annual leave law. It is understood and agreed that bargaining unit members may choose to take at least two consecutive accrued work weeks of annual leave per year. It is also understood that employees may take annual leave, with prior Management approval, at their individual discretion if the execution of this right does not cause an undue burden for the Employer's operation.

Section 4. Leave Without Pay. A leave without pay must be requested by the employee in advance, and management shall then determine if the employee will be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from management shall be based on the needs of the agency, the reason for the request, and the employee's work record.

Section 5. Military Leave. Military leave shall be granted in accordance with 2-18-614, MCA, 10-1-1009, MCA, and Montana Operations Manual Leave of Absence Without Pay Policy.

Section 6. Educational Leave. Leave granted or expenses paid for education not required by the agency should be in proportion to the anticipated benefits to the agency and may range from no leave and no expenses paid to paid leave and full expenses. At the discretion of the agency, an employee may be allowed leave with pay, leave without pay, or use of accumulated compensatory time or annual leave to attend courses. With supervisor approval, employees may be allowed to flex their normal work hours to make up lost work time due to attendance of approved courses.

Section 7. Workplace Injury or Accident Leave. A permanent employee injured on the job is eligible for Workers Compensation benefits in accordance with state law.

Section 8. Union Leave. The Federation shall be granted 24 hours cumulative paid release time each year to attend to Federation business. The Federation may choose to divide the total release time among more than one designated member of the bargaining unit, provided the employer is notified in advance and the release time is arranged through normal leave request

procedures. The Federation retains the right to designate which employees will participate. An employee must be pre-approved by their supervisor for the timing of participation. An employee shall document time spent on Federation business in the comment section of the Employer's time reporting system.

## **Article XI - Grievance**

### Section 1. Steps of Grievance Process.

Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement, in accordance with the following steps:

Step 1. Any dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement shall be taken up with the employee's immediate supervisor within fifteen working days of the purported grievable act. The immediate supervisor shall have five working days to respond. All grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given opportunity to attempt resolution.

Step 2. If the grievance is not resolved informally, a formal grievance may be presented in writing within ten working days from the receipt of the immediate supervisor's response of Step 1 to the appropriate management official. The management representative at the second step shall have ten working days from receipt of the grievance to respond in writing.

Step 3. If the grievance is not resolved at Step 2, it may be presented to the State Auditor or his/her designee within ten working days of the receipt of the Step 2 response. The Auditor shall have fifteen working days to respond to the grievance in writing.

Step 4. Should the Federation consider the decision of the Auditor unsatisfactory, the Federation shall, within fifteen working days of receipt of such decision, notify the Auditor and the Chief of State Office of Labor Relations of its decision to take the grievance to final and binding arbitration.

### Section 2. Rules of Grievance Processing

Subsection 1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step and should not be unreasonably withheld.

Subsection 2. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on

the basis of the decision most recently received. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to the next step.

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

Subsection 4. When the grievance is presented in writing there shall be set forth all of the following: (1) the Article(s) and section(s) of the collective bargaining agreement alleged to have been violated; (2) a complete statement of the grievance and facts upon which it is based; and (3) the remedy or corrective action requested.

Subsection 5. Those employees desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing a grievance under the provisions of this contract may not pursue the same grievance under another procedure.

Subsection 6. In the event of a classification related grievance, the statutory classification appeal route shall be followed wherein the grievance may be submitted to the Board of Personnel Appeals for final resolution. Where a question arises as to whether the matter falls under the jurisdiction of the Board or could possibly be arbitrated, the matter shall be referred to the Board for a decision.

### Section 3. Rules of Arbitration

Subsection 1. Within ten working days of receipt of the Federation's notice of its intent to arbitrate a grievance, the parties shall call upon the Board of Personnel Appeals for a list of five potential arbitrators. Each party may also submit a potential arbitrator of their choice.

Subsection 2. Each party shall be entitled to strike names from the list in alternate order and the name so remaining shall be the arbitrator. The arbitrator shall render a decision within twenty working days of the hearing and that decision shall be final and binding.

Subsection 3. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs.

Subsection 4. The arbitrator may not add to, subtract from or modify the terms of this Agreement.

Subsection 5. In the event the arbitrator charges a fee for canceling an arbitration hearing, the party requesting the cancellation is responsible for payment.

## **Article XII - Employment Security**

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

The initial probationary period is six months. The Employer must set and inform the new employee in writing of the length of the probationary period at the time of hire. The Employer may also establish in writing, conditions of probation or set performance evaluation criteria for new employees eligible for permanent status. If the Employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the Employer.

The Employer may extend the length of a probationary period for a maximum of six additional months. When a probationary period is extended, the Employer must notify the employee and the Federation of the extension in writing on or before the end of the original probationary period. The notice must include the length of and reason for the extension. Employer may also extend or amend any written conditions of probation or performance evaluation criteria and may include these changes in the written notice. An employee will not attain permanent status until the employee successfully completes the extended probationary period.

Section 2. The Employer may discharge any employee with permanent status only for good cause. The Employer shall furnish an employee subject to discharge with a written statement of the grounds and specific reason(s) for such actions and shall in addition notify the Federation of the removal of an employee for cause. An employee with permanent status may appeal his/her discharge through the grievance procedure. This in no way limits management's prerogative to lay off employees in accordance with the layoff and recall procedure in this collective bargaining agreement.

## **Article XIII - Seniority**

Section 1. Seniority means the accrued length of service of bargaining unit members in a unit position.

Section 2. Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds sixty working days or after a permanent transfer out of the bargaining unit. Previously credited service, however, will not be lost and an employee who is recalled or transfers back into the bargaining unit will retain all prior seniority. If leave without pay is for active duty military service, seniority shall continue to accrue as if the employee were continuously employed during the leave. Seniority is relinquished upon termination, retirement, or discharge for cause.

Section 3. Recall from layoff shall be in reverse order of layoff. The Employer shall notify a laid off employee to return to work by sending a certified, return receipt letter to the last known address for the employee with a copy to the Federation and shall therein notify the employee that failure of the employee to notify the Employer of his/her intent to return to work within ten calendar days of the mailing of said letter shall constitute a forfeiture of his/her right to return to work. Recall rights shall be limited to a period of two years following the date of layoff.

Section 4. No permanent employee shall be laid off while temporary or probationary employees in the same skill are retained.

Section 5. The Employer shall give permanent employees subject to lay off a minimum of twenty-one calendar days advance notice and shall deliver a copy of such to the Federation, which shall be allowed an opportunity to comment.

Section 6. The Employer shall consider employees' skills, qualifications, capabilities, performance, and seniority when making reduction-in-workforce or layoff decisions. The Employer shall first assess the skills, qualifications, capabilities, and performance. If that assessment does not adequately distinguish between, or among, employees, Employer shall then consider the employees' seniority to make the decision.

## **Article XIV – Vacancies and Promotions**

The following procedures will be followed in the posting and filling of vacant or newly created permanent positions. The purpose of this system is to inform employees of vacancies and newly created positions and to afford employees who are interested and who feel they qualify an equal opportunity to apply for the vacant or newly created position. It is understood that newly hired employees and employees on a leave of absence for any reason may not have the same period of notice as other employees concerning position vacancies.

Section 1. When a vacant or newly created permanent position is to be filled, the Employer shall prepare a Job Posting Notice and send it agency-wide via email. The job posting shall state where interested employees are to make application, the cutoff date for application submittals, and the minimum qualifications.

Section 2. The Employer will ensure that all applications be reviewed in the selection process. Bargaining unit members who are unsuccessful applicants shall be so notified upon completion of the selection process.

Section 3. All positions in the bargaining unit shall be posted per the provisions of this Article for at least five calendar days.

Section 4. Nothing in this agreement will preclude any employee from exercising the right to file a classification appeal with the Board of Personnel Appeals.

## **Article XV - Pay and Hours**

Section 1. Conditions relative to and governing wages and salaries for unit members, for the duration of this agreement, exclusive of longevity pay and contribution toward health insurance as provided in statute, are contained in the pay matrix attached as Addendum B of this Agreement.

Section 2. A regular workweek shall be Monday through Friday. A regular workday is from 8:00 a.m. to 5:00 p.m.

Section 3. A regular workday shall consist of eight hours of work, allowing for and including two 15-minute, paid, duty-free rest breaks; and not including an unpaid duty-free meal break. Employees and supervisors will establish a consistent rest and meal break schedule. Supervisors may approve occasional deviations on a case-by-case basis. If a rest break is not used, it is lost.

Section 4. The Employer may approve an individual alternative work schedule that deviates from the regular workday provided a minimum 30-minute lunch break is taken during the workday. Lunch breaks shall not be used to come in later or leave earlier in the regular course of business. Alternative work schedules must be approved in advance by a supervisor. Based on the needs of the agency or bureau, alternative work schedules may be changed by a supervisor by giving a ten-day working notice to the employee.

Section 5. On an occasional basis, and with the approval of the Employer, employees may flex their regular daily work schedule. On approved flex days, rest breaks and meal breaks may be combined or taken at the beginning or end of the regular workday.

Section 6. Substantial personal business will not be conducted during office hours. The Employer recognizes, however, that some personal business must be conducted during business hours. If time is spent taking care of personal affairs, an employee must notify the supervisor that the employee is working on personal business and take appropriate leave. Working hours will not be extended past 5:30 p.m. to make up this time.

Section 7. Full-time employees who are called out for work and report outside the regular shift shall be paid for a minimum of two hours at a rate of one and one-half times the regular rate of pay, except for holidays, as enumerated in the Holiday Article, which will be paid at two and one-half times the regular rate of pay. Each hour after two hours shall also be paid at the overtime rates. It is understood that this provision does not apply to overtime work, which is contiguous with the regular or designated workday.

Section 8. If an employee is selected and given written authorization by a Management

designee to temporarily fill a vacancy in a higher graded job, employee shall be paid at the higher grade with the exact rate of temporary pay to be set by the Pay Plan rules. The temporary assignment must be filled for a minimum of one pay period before any pay adjustments are made. Management will not adopt a policy of refusing to authorize such assignments.

Section 9. Bargaining units must ratify a completely integrated collective bargaining agreement prior to receiving a negotiated increase in pay. There will be no retroactive payments for agreements that are not ratified. Subject to the foregoing, employees shall receive a \$.50 increase in their base wage on the first full pay period which includes January 1, 2020, and January 1, 2021.

Section 10. The employer shall, in writing, notify the Federation of the wages of all incoming new hires and any wage adjustments or bonuses provided to existing employees. The notification shall be within ten business days of the new employee's first workday or ten business days after the pay period in which the existing employee's wage adjustment or bonus was applied.

Section 11. Remote work is not telework. Remote work is temporary and occurs off site because of a contingency outside the normal course of business. Remote work may be authorized by a supervisor on occasions where the supervisor believes it is in the best interest of the agency and the employee. Remote work will not be granted excessively.

## **Article XVI – Evaluations and Warnings**

Section 1. An employee may request and receive a copy of his/her current position description at any time.

Section 2. Employer shall use a performance evaluation process, and may adopt the statewide performance evaluation process, in the evaluation of employees covered by this Agreement. Agency supervisors will evaluate employees covered by this agreement on their work performance. Supervisors may also evaluate employees on competencies required for the position or work unit and shall consider employee behaviors. Supervisors shall receive training in the performance appraisal process before evaluating employees.

Section 3. When performance appraisals are prepared by the employee's immediate supervisor and the next higher supervisor, the results of the combined evaluation shall be transmitted to the employee in the form of a copy of his/her performance appraisal. The immediate supervisor shall discuss the evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. If the employee desires to submit a brief written statement in explanation or mitigation of any remark on the performance appraisal form, the statement shall be attached to the performance appraisal form in the personnel file. The employee has five working days to submit a statement.



Section 4. No adverse information shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating that s/he has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request.

Section 5. Material placed in the personnel files of an employee without conformity with the provisions of this section must first be conformed before the Employer may use the information in any subsequent evaluation or disciplinary proceeding involving the employee.

Section 6. The Employer will afford employees their *Weingarten* rights.

Section 7. Employees will be provided relevant documentation prior to or during their due process meeting. Employer shall afford employees a due process hearing before the employer makes a decision regarding disciplinary demotion, discharge, or suspension without pay of more than ten days.

### **Article XVII - Retirement**

All employees shall be covered by the Public Employees' Retirement System as provided in state law.

### **Article XVIII - Notification of Policy Changes**

The Employer shall ensure reasonable access to the Federation and each employee an up-to-date policy of its rules, regulations and policies on employment related matters. The Federation shall be notified of any proposed changes or additions to personnel rules, regulations and policies issued by the Employer, and those issued by the Department of Administration of which the Employer is aware, sufficiently in advance to allow discussion and comment by the Federation.

### **Article XIX - Payroll Deductions**

In addition to the monthly dues' deductions authorized in this Agreement, bargaining unit members shall be allowed to authorize Management to deduct from their paychecks such amounts that they desire in order to participate in programs that have the prior approval of both Management and the Federation.

### **Article XX - Labor/Management Relations Committee**

Section 1. The Employer and the Federation agree to the establishment of a Labor/Management Relations Committee (LMRC) which shall meet to discuss concerns of both parties and to foster improved communications between the Employer and the members of the bargaining unit. The Committee shall meet at the request of either party, but not more than quarterly unless exigent circumstances exist. The topic(s) of the meeting must be disclosed at the time of the request. Additional items may be discussed at the meeting if agreed to by both parties. Labor/Management Relations Committee meetings are not negotiations and cannot add to, subtract from, or otherwise modify the terms of the Collective Bargaining Agreement.

Section 2. The Committee shall be composed of no more than three members appointed by the Employer, and no more than three members appointed by the Federation.

Section 3. The Committee shall meet at a mutually agreed time and date.

Section 4. Employees shall be granted one hour of paid release time per quarter to attend Labor/Management Relations Committee meetings if the meetings are scheduled during normal working hours, provided the employer is notified in advance and the release time is arranged through normal leave request procedures. The Federation retains the right to designate which employees will participate. An employee shall document time spent on Federation business in the comment section of the Employer's time reporting system.

## **Article XXI - Terms, Amendments and Modifications**

Section 1. This Agreement shall be effective upon signature of both parties and ratification by the Federation, and shall remain in full force and effect through June 30, 2022. Either party shall notify the other in writing at least sixty days prior to the expiration date that they desire to renegotiate this Agreement. If the Federation gives such notice, it agrees to notify the Chief of the State Office of Labor Relations in writing of such requested negotiations at the same time such notice is given to the agency. In the event such notice is given, negotiations shall begin no later than thirty days prior to the expiration date.

Section 2. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Federation for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under Section 4, or under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.

Section 3. The Federation and the Employer agree that there will be no stoppage of work or lockout during the term of this Agreement except that the Federation shall have the right to engage in concerted activity after December 31, 2020, for matters pertaining to wages and benefits in the FY 2022-2023 biennium, and the Employer may lock out as allowed by law.

Section 4. By execution of this agreement, the Federation agrees that negotiations on pay are concluded for the term of this contract. Any further agreements on pay covering the 2022-2023 biennium for the term of this contract will be negotiated through the master negotiations of the state employee pay plan (traditionally HB 13).

**Article XXII - Severability**

In the event that any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto acting by and through their respective and duly authorized officers or representatives have hereunto set their hands and seals the day and year first above written.

Dated this 7/21/2020

FOR: THE STATE OF MONTANA  
MONTANA STATE AUDITOR’S OFFICE

FOR: MONTANA FEDERATION OF  
PUBLIC EMPLOYEES

DocuSigned by:  
Michael Manion  
8E2DE9861B4E4EF...  
Michael Manion, Chief  
Office of Labor Relations

DocuSigned by:  
Shanni Barry  
3B5Q87D6C95049A...  
Shanni Barry  
MFPE Local 7095

DocuSigned by:  
Kristin Hansen  
71C3EC62DD284FF...  
Kristin Hansen  
Deputy State Auditor

**Addendum A**

| <b>Classification</b>                              | <b>Grade</b> | <b>Job Code</b> | <b>Bureau</b>         |
|--|--------------|-----------------|-----------------------|
| <b>Compliance Specialist / Examiner Specialist</b> | <b>5</b>     | <b>131415</b>   | <b>Exams</b>          |
| <b>Compliance Specialist / Examiner Specialist</b> | <b>5</b>     | <b>131415</b>   | <b>Exams</b>          |
| <b>Financial Examiner</b>                          | <b>6</b>     | <b>132616</b>   | <b>Exams</b>          |
| <b>Financial Examiner</b>                          | <b>6</b>     | <b>132616</b>   | <b>Exams</b>          |
| <b>Financial Examiner</b>                          | <b>6</b>     | <b>132616</b>   | <b>Exams</b>          |
| <b>License Examiner Specialist</b>                 | <b>5</b>     | <b>131455</b>   | <b>Forms</b>          |
| <b>License Examiner Specialist</b>                 | <b>5</b>     | <b>131455</b>   | <b>Forms</b>          |
| <b>License Examiner Specialist</b>                 | <b>5</b>     | <b>131455</b>   | <b>Forms</b>          |
| <b>License Examiner Specialist</b>                 | <b>5</b>     | <b>131455</b>   | <b>Forms</b>          |
| <b>Crime Investigator</b>                          | <b>6</b>     | <b>333216</b>   | <b>Investigators</b>  |
| <b>Crime Investigator</b>                          | <b>6</b>     | <b>333216</b>   | <b>Investigators</b>  |
| <b>Crime Investigator</b>                          | <b>6</b>     | <b>333216</b>   | <b>Investigators</b>  |
| <b>Crime Investigator</b>                          | <b>6</b>     | <b>333216</b>   | <b>Investigators</b>  |
| <b>Computer Systems Analyst</b>                    | <b>7</b>     | <b>151517</b>   | <b>IT</b>             |
| <b>Information Systems Analyst/Help Desk</b>       | <b>4</b>     | <b>151414</b>   | <b>IT</b>             |
| <b>License Examiner Specialist</b>                 | <b>5</b>     | <b>131455</b>   | <b>Licensing</b>      |
| <b>License Permit Technician</b>                   | <b>3</b>     | <b>434313</b>   | <b>Licensing</b>      |
| <b>License Permit Technician</b>                   | <b>3</b>     | <b>434313</b>   | <b>Licensing</b>      |
| <b>Insurance Claims Examiner</b>                   | <b>6</b>     | <b>131316</b>   | <b>Market Conduct</b> |
| <b>Insurance Claims Examiner</b>                   | <b>6</b>     | <b>131316</b>   | <b>Market Conduct</b> |
| <b>Compliance Specialist</b>                       | <b>6</b>     | <b>131416</b>   | <b>PHS</b>            |
| <b>Compliance Specialist</b>                       | <b>6</b>     | <b>131416</b>   | <b>PHS</b>            |
| <b>Compliance Specialist</b>                       | <b>6</b>     | <b>131416</b>   | <b>PHS</b>            |
| <b>Compliance Specialist</b>                       | <b>6</b>     | <b>131416</b>   | <b>PHS</b>            |
| <b>Compliance Specialist</b>                       | <b>6</b>     | <b>131416</b>   | <b>PHS</b>            |
| <b>Compliance Specialist</b>                       | <b>6</b>     | <b>131416</b>   | <b>PHS</b>            |

**Addendum B****Bargaining Unit Pay Matrix**

| <b>Job Code</b> | <b>Grade/Band</b> | <b>Job Code Title</b>       | <b>New Minimum</b> | <b>New Maximum</b>     |
|-----------------|-------------------|-----------------------------|--------------------|------------------------|
| 131415          | 5                 | Compliance Specialist       | \$41,800           | <b><u>\$57,222</u></b> |
| 131416          | 6                 | Compliance Specialist       | \$46,702           | <b><u>\$68,918</u></b> |
| 151517          | 7                 | Computer Systems Analyst    | \$64,177           | <b><u>\$94,525</u></b> |
| 151414          | 4                 | Computer Support Tech       | \$34,781           | <b><u>\$38,893</u></b> |
| 333216          | 6                 | Crime Investigator          | \$55,753           | <b><u>\$70,908</u></b> |
| 132616          | 6                 | Financial Examiner          | \$47,025           | <b><u>\$85,410</u></b> |
| 131316          | 6                 | Insurance Claims Examiner   | \$44,880           | <b><u>\$80,692</u></b> |
| 131455          | 5                 | License Examiner Specialist | \$39,502           | <b><u>\$47,839</u></b> |
| 434313          | 3                 | License Permit Technician   | \$26,787           | <b><u>\$35,340</u></b> |

**\*Note: Should a statutory or longevity increase bring an individual's wages above the maximum, that increase will be accepted.**