

**MEMORANDUM OF UNDERSTANDING  
TO CONTRACT EFFECTIVE  
July 1, 2021 THROUGH June 30, 2023**

**by and between**

**State of Montana  
Department of Transportation  
And**

**American Federation of State County and Municipal Employees, Council #9**

This Memorandum of Understanding (MOU) is entered into by and between the State of Montana, Department of Transportation ("Employer"), and the American Federation of State, County, and Municipal Employees, Council #9. ("Union").

This MOU amends Labor Agreement No. 001, as described herein. In all other respects, Labor Agreement 002 remains unchanged.

It has been mutually agreed to that the collective bargaining agreement between the Employer and the Union is amended to read:

**Article 7 – Career Ladder, Vacancies and Requirements**

**Section 3 – General Conditions for All Maintenance Positions**

C. Qualifications for job openings will include a requirement that the successful applicant establish their permanent residence within ~~30~~ 45 road miles from the section house within 30 calendar days of the effective date of the appointment, and that the applicant must have a telephone or reasonable access to the section house. This does not include mechanics/machinists.

D. Qualifications for Section Person openings will include a requirement that the successful applicant establish their permanent residence within 30 road miles from the section house within 30 calendar days of the effective date of appointment and that the applicant have a telephone or reasonable access to the section headquarters.

Article 8 – Pay and Hours

Section 5 - For employees that establish their permanent residence within 30 road miles of the section house, the Employer will attempt to equalize overtime between permanent employees including section supervisors in each field maintenance section. Overtime for each permanent employee will be posted in the section headquarters. The Employer will attempt to equalize mechanic/machinist out of shop assignments except when special skills are required

The period for equalization of overtime shall be from October 1 through September 30, with all employees being considered equal each October 1.

Employees may request an extension of time to move in accordance with MDT policy.

**Addendum A**

**Section 4.** Employees may elect to purchase safety equipment not provided by the State (coveralls, specialized safety glasses, gloves, safety shoes/boots, CDL-required physicals and licensures, etc.). Employees will receive ~~\$375~~ \$400 at the end of the first year of the contract term to purchase required safety equipment items. If an employee is hired any time after the end of the first year of the contract, the safety allowance will be ~~prorated up to \$188~~ \$200 based on the number of months left in the current contract. Non-permanent employees are not eligible for the safety allowance. Permanent seasonal employees ~~who work full time are eligible for an allowance of up to \$75 per year based on the number of months worked, divided by 12~~ will receive \$50 per year.


The Employer shall continue to provide and pay for safety equipment currently provided.

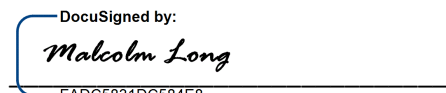
Mechanics/machinists may utilize the ~~\$375~~ \$400 for the purchase of coveralls, safety glasses, safety shoes/boots, etc.

Employees will wear required safety equipment. Failure to do so will be grounds for disciplinary action.

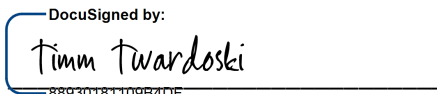
DATED: This 8/27/2021

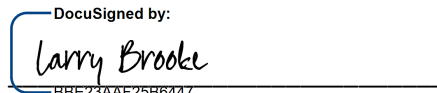
FOR THE EMPLOYER:

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Michael P. Manion, Chief  
State Office of Labor Relations

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Malcolm Long, Director  
Department of Transportation

FOR THE UNION:

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Timm Twardoski, Executive Director  
AFSCME Council 9

DocuSigned by:  
  
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Lawrence Brooke, Policy Chair  
AFSCME Council 9