

2023-2025

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 date of 7/21/2023, 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 workday 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 or, where situations dictate such as when an employee is a fully remote worker or under an Americans With Disabilities Act accommodation, formal discipline may be conducted via real-time video communication software, such as Microsoft Teams. 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 allegations prior to implementation of discipline. Employees and their selected Union representatives will be given a minimum of five working days written notice from the Office of Human Resources of any due process hearing. In the 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. If the employee refuses to sign or initial, Employer shall make note of that fact. 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 must be supported by specific examples. Written warnings 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. 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 of 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 outside of 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 Office of Human Resources.

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 State and 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 Employer 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, 2025. 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
Floating Holiday	Each calendar year

The Election Day holiday for state employees that occurs in even years will be replaced with an annual floating holiday, effective July 1, 2023. Each full-time employee is entitled to one floating holiday each calendar year. Each part-time employee is entitled to one floating holiday each calendar year that must be calculated proportionately to the floating holiday allowed to a full-time employee. Unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to employees on termination of employment.

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 and 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 the Montana Operations Manual (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 intended to offset 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 possible.

Section 7. Maternity leave. In addition to state law found at §§ 49-2-310 and 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. For two or more employees who have the same layoff date, employees will be recalled based on seniority. 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 of the employee's intent to return to work within 10 working days of receipt of the letter 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 an agency, or a reduction in force, or other actions by the Montana 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 19-3-2143, 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 six-months. For entry level positions, where the applicant pool typically consists of external applicants and the vacancy occurs within the six-month period set forth above, the Employer may forego reposting said positions and draw from the current applicant pool.

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.

Subsection 4. Training Assignments. Successful internal applicants may be placed on a six 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 six-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 become 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 Union 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 Union.

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.

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 manager.

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, 2023 and shall remain in full force and effect through the 30th day of June 2025. 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, 2024 for matters pertaining to wages and economic benefits in the FY 2025-2027 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.

7/21/2023

THIS AGREEMENT is signed and dated this _____

FOR: STATE OF MONTANA

DocuSigned by:

Anjenette Schafer

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Anjenette Schafer, Chief
State Office of Labor Relations

DocuSigned by:

Brendan Beatty

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Brendan Beatty, Director
Department of Revenue

FOR: MONTANA FEDERATION OF PUBLIC EMPLOYEES (MFPE)

DocuSigned by:

Amanda Curtis

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Amanda Curtis, President
MFPE

DocuSigned by:

Mark Stiffler

83CE962AA6794B8...

Mark Stiffler, President
MFPE Local 4993

**Department of Revenue
MFPE Local 4993**

**ADDENDUM A
2023-2025-PAY AGREEMENT**

Section1. Schedule A. Schedule A includes the occupational pay ranges and base pay amounts according to each employee's pay rate.

Section2. 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.

Section3. 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 4. Across the Board Pay Adjustments.** Effective on the first day of the first complete pay period that includes July 1, 2023, the base salary of each employee must be increased \$1.50 an hour or by 4%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2024, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater.

SCHEDULE A - 2024-2025									
Job Cod	Working Title	Hourly Base Rates				Annual Salary Rates			
		2024 Training Assignment	2024 Standard Pay	2025 Training Assignment	2025 Standard Pay	2024 Training Assignment	2024 Standard Pay	2025 Training Assignment	2025 Standard Pay
Q92011	Account Maintenance Technician I - IMCD	17.249391	17.861866	18.749391	19.361866	\$ 35,879	\$ 37,153	\$ 38,999	\$ 40,273
Q92012	Account Maintenance Technician II - IMCD	19.659819	20.372729	21.159819	21.872729	\$ 40,892	\$ 42,375	\$ 44,012	\$ 45,495
Q92012	Account Maintenance Technician III (Lead) - IMCD	20.066219	20.796062	21.566219	22.296062	\$ 41,738	\$ 43,256	\$ 44,858	\$ 46,376
Q16023	Administrative Assistants (All Divisions)	19.848572	20.569346	21.348572	22.069346	\$ 41,285	\$ 42,784	\$ 44,405	\$ 45,904
B1J052	Administrative Specialist - PAD	24.307368	25.213925	25.807368	26.713925	\$ 50,559	\$ 52,445	\$ 53,679	\$ 55,565
Q61023	Audit Research Technician - BIT	19.848572	20.569346	21.348572	22.069346	\$ 41,285	\$ 42,784	\$ 44,405	\$ 45,904
Q33032	Auditing Technician - BIT	20.645006	21.398965	22.145006	22.898965	\$ 42,942	\$ 44,510	\$ 46,062	\$ 47,630
B1J101	Business Analyst I - IMCD	25.672410	26.617307	27.172410	28.117307	\$ 53,399	\$ 55,364	\$ 56,519	\$ 58,484
C1J31	Cartographer - PAD	20.904286	21.669048	22.404286	23.169048	\$ 43,481	\$ 45,072	\$ 46,601	\$ 48,192
Q33032	Collections Research Technician - IMCD	20.645006	21.398965	22.145006	22.898965	\$ 42,942	\$ 44,510	\$ 46,062	\$ 47,630
Q31012	Collections Specialist - IMCD	23.782875	24.667578	25.282875	26.167578	\$ 49,468	\$ 51,309	\$ 52,588	\$ 54,429
Q31012	Collections Specialist Lead - IMCD	25.757313	26.724285	27.257313	28.224285	\$ 53,575	\$ 55,587	\$ 56,695	\$ 58,707
Q31011	Collections Technician - IMCD	20.398655	21.142349	21.898655	22.642349	\$ 42,429	\$ 43,976	\$ 45,549	\$ 47,096
B14013	Compliance Resolution Officer - ABCD	29.331590	30.447490	30.831590	31.947490	\$ 61,010	\$ 63,331	\$ 64,130	\$ 66,451
Q45012	Customer Service Assistant 2 - DO	20.399119	21.142832	21.899119	22.642832	\$ 42,430	\$ 43,977	\$ 45,550	\$ 47,097
Q45013	Customer Service Assistant 3	21.532800	21.142832	23.032800	22.642832	\$ 44,788	\$ 43,977	\$ 47,908	\$ 47,097
Q45013	Customer Service Assistant 3 Lead - DO	23.539200	24.520000	25.039200	26.020000	\$ 48,962	\$ 51,002	\$ 52,082	\$ 54,122
B1J102	E-Business Analyst - II - IMCD	27.644277	28.689871	29.144277	30.189871	\$ 57,500	\$ 59,675	\$ 60,620	\$ 62,795
B1J101	E-Business Analyst - II - TSD	27.644277	28.689871	29.144277	30.189871	\$ 57,500	\$ 59,675	\$ 60,620	\$ 62,795
B1J101	e-Services Business Analyst - IMCD	27.644277	28.689871	29.144277	30.189871	\$ 57,500	\$ 59,675	\$ 60,620	\$ 62,795
C1J032	GIS Specialist - PAD	24.522212	25.437721	26.022212	26.937721	\$ 51,006	\$ 52,910	\$ 54,126	\$ 56,030
B14013	Income Tax Specialist - BIT	32.155769	33.360000	33.655769	34.860000	\$ 66,884	\$ 69,389	\$ 70,004	\$ 72,509
B14013	Income Tax Specialist - BIT	33.323793	34.610000	34.823793	36.110000	\$ 69,313	\$ 71,989	\$ 72,433	\$ 75,109
B14013	Income Tax Specialist - BIT	35.848076	37.200000	37.348076	38.700000	\$ 74,564	\$ 77,376	\$ 77,684	\$ 80,496
Q29012	Information Capture Technician - II - IMCD	19.659819	20.372729	21.159819	21.872729	\$ 40,892	\$ 42,375	\$ 44,012	\$ 45,495
Q29013	Information Capture Technician Lead - III - IMCD	20.066219	20.796062	21.566219	22.296062	\$ 41,738	\$ 43,256	\$ 44,858	\$ 46,376
Q29011	Information Capture Technician - I - IMCD	17.249391	17.861866	18.749391	19.361866	\$ 35,879	\$ 37,153	\$ 38,999	\$ 40,273
B14013	Inspector - CCD	29.331590	30.447490	30.831590	31.947490	\$ 61,010	\$ 63,331	\$ 64,130	\$ 66,451
B14013	Internal Auditor - CCD	29.331590	30.447490	30.831590	31.947490	\$ 61,010	\$ 63,331	\$ 64,130	\$ 66,451
B14022	Liquor Distribution Compliance Specialist - ABCD	29.316951	30.432241	30.816951	31.932241	\$ 60,979	\$ 63,299	\$ 64,099	\$ 66,419
B14022	Liquor Licensing Specialist - ABCD	25.463280	26.418000	26.963280	27.918000	\$ 52,964	\$ 54,949	\$ 56,084	\$ 58,069
B14022	Liquor Licensing Specialist Senior - ABCD	27.754608	28.804800	29.254608	30.304800	\$ 57,730	\$ 59,914	\$ 60,850	\$ 63,034
B1421	Liquor Licensing Technician - ABCD	24.372163	25.281420	25.872163	26.781420	\$ 50,694	\$ 52,585	\$ 53,814	\$ 55,705
B14021	License Permit Technician - CCD	24.372163	25.281420	25.872163	26.781420	\$ 50,694	\$ 52,585	\$ 53,814	\$ 55,705
B14021	Licensing Technician Lead - CCD	26.621692	27.604560	28.121692	29.104560	\$ 55,373	\$ 57,417	\$ 58,493	\$ 60,537
C23012	Management Analyst-II - IMCD	23.506946	24.380152	25.006946	25.880152	\$ 48,894	\$ 50,711	\$ 52,014	\$ 53,831
C23012	Management Analyst-II - IMCD	27.644277	28.689871	29.144277	30.189871	\$ 57,500	\$ 59,675	\$ 60,620	\$ 62,795
B1J103	Management Analyst-III - PAD	32.362511	33.604699	33.862511	35.104699	\$ 67,314	\$ 69,898	\$ 70,434	\$ 73,018
C23013	Modeler - PAD	27.853817	28.908142	29.353817	30.408142	\$ 57,936	\$ 60,129	\$ 61,056	\$ 63,249
B1J103	Operations Research Analyst - BIT	32.362511	33.604699	33.862511	35.104699	\$ 67,314	\$ 69,898	\$ 70,434	\$ 73,018
B1J103	Operations Research Analyst - BIT	34.606034	36.200000	36.106034	37.648000	\$ 71,981	\$ 75,296	\$ 75,101	\$ 78,308
B1J103	Operations Research analyst Lead - BIT	37.499621	38.976727	38.999621	40.535796	\$ 77,999	\$ 81,072	\$ 81,119	\$ 84,314
B28011	Personal Property Auditor-I - PAD	24.482465	25.396318	25.982465	26.896318	\$ 50,924	\$ 52,824	\$ 54,044	\$ 55,944
B28011	Personal Property Auditor-II - PAD	28.413398	29.491039	29.913398	30.991039	\$ 59,100	\$ 61,341	\$ 62,220	\$ 64,461
B1J102	Program Support Analyst - PAD	27.644277	28.689871	29.144277	30.189871	\$ 57,500	\$ 59,675	\$ 60,620	\$ 62,795
B1J011	Program Support Specialist - PAD	25.672410	26.617307	27.172410	28.117307	\$ 53,399	\$ 55,364	\$ 56,519	\$ 58,484
B1J033	Project Management Specialist - CCD	34.231332	36.209703	35.731332	37.709703	\$ 71,201	\$ 75,316	\$ 74,321	\$ 78,436
B22011	Property Appraiser 1 (Residential) - PAD	21.367307	22.142350	22.867307	23.642350	\$ 44,444	\$ 46,056	\$ 47,564	\$ 49,176
B22012	Property Appraiser 2 (Residential/AG) - PAD	22.771154	23.596533	24.271154	25.096533	\$ 47,364	\$ 49,081	\$ 50,484	\$ 52,201
B22013	Property Appraiser 3 (Commercial) - PAD	24.453846	25.350719	25.953846	26.850719	\$ 50,864	\$ 52,729	\$ 53,984	\$ 55,849
B22013	Property Appraiser 3 Lead - PAD	26.588461	27.570000	28.088461	29.070000	\$ 55,304	\$ 57,346	\$ 58,424	\$ 60,466
Q4J021	Property Valuation Specialist 1 (PVS-II) - PAD	18.322768	18.979967	19.822768	20.479967	\$ 38,111	\$ 39,478	\$ 41,231	\$ 42,598
Q4J022	Property Valuation Specialist 2 (PVS-III) - PAD	20.495603	21.243336	21.995603	22.743336	\$ 42,631	\$ 44,186	\$ 45,751	\$ 47,306
Q4J023	Property Valuation Specialist 3 (Lead) - PAD	21.313028	22.094821	22.813028	23.594821	\$ 44,331	\$ 45,957	\$ 47,451	\$ 49,077
Q92012	Records and Imaging Services Technician-II - IMCD	19.659819	20.372729	21.159819	21.872729	\$ 40,892	\$ 42,375	\$ 44,012	\$ 45,495
Q92012	Records and Imaging Services Technician Lead-III - IMCD	20.066219	20.796062	21.566219	22.296062	\$ 41,738	\$ 43,256	\$ 44,858	\$ 46,376
Q92011	Records and Imaging Service Technician-I - IMCD	17.249391	17.861866	18.749391	19.361866	\$ 35,879	\$ 37,153	\$ 38,999	\$ 40,273
C23012	Research Analyst - IMCD	27.644277	28.689871	29.144277	30.189871	\$ 57,500	\$ 59,675	\$ 60,620	\$ 62,795
B1J103	Systems & Program Development/Management - PAD	29.983331	31.147200	31.483331	32.647200	\$ 62,365	\$ 64,786	\$ 65,485	\$ 67,906
B1J103	Systems & Program Development/Management - PAD	32.362511	33.604699	33.862511	35.104699	\$ 67,314	\$ 69,898	\$ 70,434	\$ 73,018
B1J103	Systems & Program Development/Management - PAD	34.886538	36.200000	36.386538	37.700000	\$ 72,564	\$ 75,296	\$ 75,684	\$ 78,416
B28011	Tax Examiner-I - BIT	24.482465	25.396318	25.982465	26.896318	\$ 50,924	\$ 52,824	\$ 54,044	\$ 55,944
B28012	Tax Examiner-II - BIT	28.413398	29.491039	29.913398	30.991039	\$ 59,100	\$ 61,341	\$ 62,220	\$ 64,461
B28013	Tax Examiner-III - BIT	33.323793	34.606034	34.823793	36.106034	\$ 69,313	\$ 71,981	\$ 72,433	\$ 75,101
B22013	Utility/Industrial Appraiser - BIT	28.662216	29.750225	30.162216	31.250225	\$ 59,617	\$ 61,880	\$ 62,737	\$ 65,000
B22013	Utility/Industrial Appraiser - PAD	29.453846	30.550000	30.953846	32.050000	\$ 61,264	\$ 63,544	\$ 64,384	\$ 66,664
B28013	Utility/Industrial Appraiser Lead - PAD	33.323793	34.606034	34.823793	36.106034	\$ 69,313	\$ 71,981	\$ 72,433	\$ 75,101