

Memorandum of Understanding
between
Montana Department of Transportation
Motor Carrier Service
and
Montana Federation Public Employees
Motor Carrier Services Unit

This Memorandum of Understanding (MOU) is between the Montana Department of Transportation, Motor Carrier Service, hereafter referred to as the “employer” and the Montana Federation of Public Employees, Motor Carrier Service Unit hereafter referred to as the “union”.

Whereas, the parties agree to employee self-scheduling, the Supplemental to Master Contract for Department of Transportation Motor Carrier Services Division Enforcement Officers shall be amended as follows:

1. Section A **IRREGULAR WORKDAY/WORKWEEK** Employees may work an irregular workweek or irregular workday. For the purposes of this section, irregular workdays and irregular workweeks are hours and days other than 8:00 am to 5:00 pm Monday to Friday.
2. Section B **ALTERNATE WORK SCHEDULES** removed.
3. Section C, changed to Section B **SCHEDULING** It is agreed to implement a self-scheduling process. Self-scheduling is the mechanism by which employees create their own work schedules for each workweek.

Employees shall submit their proposed monthly base schedule to management a minimum of 35 days in advance of a new month. Base schedules will be posted by management 30 days in advance for a period covering one month.

Employees may change posted shifts by giving notice to management at least 24 hours prior to the beginning of the employees work shift. All changes to assigned shifts should be posted on the schedule prior to the beginning of the employees work shift.

For the purposes of this section, a workweek is defined as Saturday 12:01 a.m. to Friday at midnight and a workday is defined as 12:01 a.m. to midnight for each day of the week. Employees shall not have more than 40 regular hours in a workweek, nor schedule more than 14 hours of regular time in a workday. In special circumstances, if an employee works more than 14 hours in a workday the employee must notify management of the schedule change and the employer is not liable for overtime/compensatory time during that workday.

Officers may be assigned away from their normal work site on a temporary emergency basis by giving at least 24 hours prior notice.

When placing an employee on special assignment, an employee’s scheduled days off shall not be temporarily changed solely for the purpose of avoiding the overtime provisions of

this Agreement, unless mutually agreed upon.

No employee shall be scheduled to work a shift by the employer without at least a 10-hour duty free break, unless mutually agreed upon.

Employees in a Performance Improvement Plan (PIP) may have their schedule created by the supervisor as part of the PIP.

Scheduled workdays and hours for training shall be determined by the supervisor. Scheduled workdays and hours for Concentrated Enforcement Activities (CEA) shall be determined by the CEA coordinator or supervisor. Scheduling for trainees during the Field Training Officer (FTO) phases shall be determined by management in collaboration with the FTO.

Employees may opt out of self-scheduling at their discretion and choose to have their supervisor create a schedule on their behalf.

4. Section H, changed to Section G **HOLIDAYS WORKED** Employees will receive eight hours of holiday pay. Employees who work on recognized holidays will be paid two and one-half times their regular rate of pay for all hours worked.

Recognized holidays for the purposes of pay and scheduling on New Year's Day, July 4th, Veterans Day, and Christmas shall be observed on the calendar day of the holiday (January 1st, July 4th, November 11th, and December 25th).

5. Section K, Changed to new Section H **OVERTIME/COMPENSATORY TIME** Non-exempt employees shall be paid a rate of one and one-half times their regular rate of pay only for time worked exceeding 40 regular hours, which also includes sick leave, vacation, compensatory leave, in a workweek. Overtime/compensatory time will not be paid for exceeding any scheduled hours worked during the workday.

Overtime and vacation time shall not be scheduled in advance during the same week unless mutually agreed upon by the employee and the supervisor.

Employees will have the right to choose whether they receive compensatory time or overtime pay for all hours after 40 hours and will identify their choice utilizing the correct payroll code. MCS Officers will receive overtime pay in accordance with Article 8, Section 1 of the MPEA Master Agreement.

MCS Officers may accrue compensatory time up to a maximum of 100 hours.

This MOU shall be effective 30 days after signature of both parties.

This MOU shall have a quarterly review by both parties 30 days after signature of both parties.

This MOU will sunset on June 30th, 2025.

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective and duly authorized officers and representatives, have hereto set their hands and seals.

Signed and dated this 1/10/2024

FOR: STATE OF MONTANA

FOR: MONTANA FEDERATION OF PUBLIC EMPLOYEES

DocuSigned by:
Malcolm D. Long
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Malcolm Long, Director
Montana Department of Transportation

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