

**LABOR AGREEMENT  
BETWEEN  
STATE OF MONTANA  
DEPARTMENT OF JUSTICE  
MOTOR VEHICLE DIVISION,  
VEHICLE SERVICES BUREAU  
and  
MONTANA FEDERATION OF PUBLIC  
EMPLOYEES  
2023-2025**

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MONTANA FEDERATION OF PUBLIC EMPLOYEES**

**PREAMBLE**

**THIS AGREEMENT** is made and entered into this 1st day of July 2023, between the State of Montana, the Department of Justice, Motor Vehicle Division, Vehicle Services Bureau (VSB), hereinafter referred to as the "Employer," and the Montana Federation of Public Employees, hereinafter referred to as the "Federation." It is the beneficial working relationship 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 basic and 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 safety and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

**ARTICLE 1. RECOGNITION**

Section 1. The Employer recognizes the Federation as the sole bargaining agent for all employees working at VSB, excluding all supervisory, management, Customer Support Assistants (CSA) and confidential employees.

Should a dispute arise concerning whether an employee is supervisory, management, CSA or confidential, either party to this Agreement may petition the Board of Personnel Appeals for a unit clarification.

Section 2. Employees covered by the terms of this Agreement shall not be required to become members of the Federation.

Section 3. A written list of the accredited officers and representatives of the bargaining unit shall be furnished to the division administrator immediately after their election and the division administrator shall be notified of any changes of said representatives within seven calendar days.

**ARTICLE 2. EMPLOYEE RIGHTS**

Section 1. Probationary Period. The Employer shall have one year after hiring employees new to state government to determine the employee's competence in any position covered by this Agreement.

During the probationary period, the VSB Bureau Chief, or designee, through the employee's immediate supervisor, will conduct counseling sessions to inform the employee of his or her strengths, weaknesses, and methods of improvement.

Section 2. Employees who attain permanent status will be evaluated annually by their immediate supervisor. The purpose of the evaluation is to inform the employee of his/her strengths, weaknesses, methods of improvement, and progress. The pertinent comments regarding the evaluation will be written and the employee will acknowledge.

Completed evaluations with attachments will be placed in the employee's personnel file as part of the employee's permanent record. Access to the evaluation will be given to the employee at the time the evaluation is completed.

Section 3. At any time during the probationary period an employee may be separated from the service without recourse to the grievance procedure.

Section 4. Discharge or Suspension. The Employer may discharge any employee with permanent status for just cause only. The Employer shall furnish an employee subject to discharge or suspension 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 dismissal or suspension, or other formal disciplinary action through the grievance procedure. This in no way limits Management's prerogative to lay off employees in accordance with Articles 10 and 16.

Section 5. An employee who feels that a letter of caution, consultation, warning, admonishment, or reprimand has been placed in the employee's personnel file without just cause shall have the right to appeal it through the grievance procedure.

Section 6. There shall be equal pay for equal work in all categories of employment.

### **ARTICLE 3. NON-DISCRIMINATION**

Section 1. No member of the Federation shall be discharged or discriminated against for upholding Federation principles. The Employer and the Federation affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training.

### **ARTICLE 4. MANAGEMENT RIGHTS**

Employer retains all rights to manage, direct, and control its businesses in all particulars except as such rights are modified or waived by the terms of this Agreement. The Union and its members recognize the prerogatives of the Employer to operate and manage its affairs in such areas as but not limited to:

- A. direct employees;
- B. hire, promote, demote, transfer, assign work, and retain;

- C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
- D. maintain the efficiency of government operations;
- E. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- F. take whatever actions may be necessary to carry out the agency in situations of emergency;
- G. establish the methods and processes by which work is performed.
- H. discipline, suspend, discharge for cause.
- I. establish the number and starting time of shifts, work week and workday.
- J. control and regulate the use of all equipment and other property of the Employer and to require employees to observe the Employer's rules and regulations.

It is the exclusive right of management to formulate policy. Management agrees, however, to administer policies equitably to all members of the bargaining unit. The Federation will be given the opportunity to comment on and respond to proposed policy changes.

Such rights are retained by the Employer unless such rights are specifically relinquished in this Agreement.

Scheduling is the exclusive right of the Employer based on business needs.

## **ARTICLE 5. WORK DAY - WORK WEEK**

Section 1. The regular workday shall consist of eight continuous hours, except for an additional hour or half-hour allowed for midday meal. Schedule changes and variable work schedules, when necessary, shall be done on a voluntary basis per mutual agreement. If there are no volunteers, employees will be given ten (10) days' notice of mandatory change.

Section 2. The work week shall be 40 hours, consisting of five days of eight working hours each, with two consecutive days off in each seven days. It is understood that a variable work schedule may be mutually agreed to by the Employer and employee, with ten (10) days' notice, as long as such schedule totals 40 hours for one week. Variable work schedules are at the discretion of the Employer.

Section 3. The working day of employees shall be on a regular non-rotating basis except by mutual agreement. However, in case of any emergency condition or for a special occasion, the shift of any employee may be temporarily altered.

Section 4. The Employer, as a matter of policy, shall endeavor to equalize the workload of all employees in all sections of the Vehicle Services Bureau.

Section 5. Rest Period: All employees shall be granted a 15-minute rest break during the first four hours of the shift and another 15-minute rest period during the second four hours of the shift. If the employee does not use said rest breaks, they may not include them as additional paid time to their timesheet.

Section 6. Upon mutual agreement, employees may be granted flextime where they may work longer on one day and shorter on another. An employee may only flex time within the same pay week. When flex time is used, an employee will not accrue overtime.

**ARTICLE 6. OVERTIME COMPENSATION**

Section 1. Non-exempt employees required to work in excess of 40 regular or holiday hours in any week shall earn compensatory time at the rate of one and one-half times their regular rate of pay. Compensatory time will be taken at a time mutually agreed to by the Employer and the employee. In order to provide for a flexible work week, the provisions for overtime and compensatory time and one-half after eight hours a day, as set forth in Sections 1, 4, and 7 of this Article, may be waived by mutual agreement between the Employer and the employee.

Section 2. No overtime shall be worked without direction and prior approval of the Bureau Chief or their designee.

Section 3. Overtime and nonexempt compensatory time.

- 1). Overtime and nonexempt compensatory time will be earned and recorded in no smaller than one-tenth hour increments.  
Example: 1 = 6 minutes; 2 = 12 minutes, etc.
- 2). Employees will take nonexempt compensatory time off in no less than one-half hour increments.

Section 4. Management shall, insofar as possible, distribute overtime work equally to employees.

Section 5. Authorized sick leave, annual leave or compensatory time off shall not constitute time worked when computing overtime or compensatory time. An employee must earn 40 hours of regular or holiday time worked in order to claim overtime or compensatory time.

**ARTICLE 7. HOLIDAYS**

Section 1. Employees shall be granted the following holidays without loss of pay:

- January 1..... New Year's Day
- Third Monday in January ..... Martin Luther King, Jr. Day
- Third Monday in February ..... Lincoln/Washington Birthday
- Last Monday in May ..... Memorial Day
- July 4 ..... Independence Day
- First Monday in September ..... Labor Day
- Second Monday in October ..... Columbus Day
- November 11 ..... Veterans Day
- Fourth Thursday in November ..... Thanksgiving Day
- December 25 ..... Christmas Day

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. An 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. Short-term workers or student interns may not receive a floating holiday.

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rate 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. Employees required to work on a holiday will be paid at one and one-half times the regular rate for the hours actually worked on the holiday and receive holiday benefit hours paid at the regular rate.

Section 4. Banked holidays on the books as of December 31 will carry forward for 90 days into the next calendar year. Employees will have the option of using the banked holiday hours through March 31. Any excess prior year banked holiday on the books as of March 31 will be cashed out by paying the employee’s regular rate of pay for each hour banked on the pay period that includes March 31. Banked holiday benefit hours are cashed out as a lump sum payment as supplemental income and taxed accordingly.

**ARTICLE 8. LEAVE**

Section 1. Annual leave (Vacation)

Subsection 1. Each employee who is in continuous employment and service is entitled to and shall earn annual vacation leave credit from the first full pay period of employment. However, employees are not entitled to any leave with full pay until they have worked continuously for a period of six months. In accordance with 2-18-612, M.C.A., vacation leave credits are earned in accordance with the following schedule.

<u>Years of Employment</u>	<u>Per Year</u>
1 day through 10 years.....	15
10 years through 15 years.....	18
15 years through 20 years.....	21
20 years on.....	24

Annual leave benefits for permanent part-time employees who have served the qualifying period shall be prorated.

Subsection 2. Accumulation of leave - Annual leave may be accumulated at a total not to exceed two times the number of days earned yearly.

Subsection 3. Vacation leave shall not accrue during a leave of absence without pay.

Subsection 4. Unused earned vacation time shall be paid to the employee at his regular rate of pay at the time of separation from service

Subsection 5. The dates when employee's vacations shall be granted shall be determined by agreement between each employee and the Employer, with regards to seniority and the best interests of the State.

Subsection 6. If a holiday(s) occurs during the period in which vacation is taken by an employee, the holiday(s) shall not be charged against the employee's annual leave.

Subsection 7. Vacation may not be taken in increments of less than one-half hour.

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

Subsection 1. 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, he/she may utilize his/her accrued annual leave.

Subsection 2. 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 3. In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

Subsection 4. 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 calls. Management agrees to take appropriate steps to insure notification to employees of the names and telephone numbers of designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absence without receipt of proper notification to the Employer from the employee shall constitute just cause for discipline up to termination, 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 as soon as possible.

Subsection 5. Approved sick leave may be used to attend a funeral.

Section 3. Jury and Witness Duty. Employees summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, M.C.A.:



2-18-619 M.C.A., Jury duty -- service as witness.

1. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowance paid him by the court.
2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid to him by the court.
3. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

Section 4. Maternity Leave. Maternity leave shall be granted in accordance with 49-2-310, 311, M.C.A.

49-2-310 M.C.A. Maternity leave unlawful acts of Employers. It shall be unlawful for an Employer or his agent to:

1. Terminate a woman's employment because of her pregnancy;
2. Refuse to grant to the employee a reasonable leave of absence for such pregnancy;
3. Deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the employer, may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
4. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

49-2-311 M.C.A. Reinstatement of job following pregnancy-related leave of absence. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits unless,

in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so.

The employee should check with the agency's payroll/personnel clerk if the employee wishes to continue health insurance benefits during the leave in order not to lose any continuity of coverage.

## Section 5. Leave Without Pay

Subsection 1. Employees may take a leave of absence without pay at the discretion of the employer.

Subsection 2. Leaves of absence are approved at the discretion of the Division Administrator. Requests for leaves of absence must be submitted in writing for approval. Written approval or denial will be given to the employee within 10 working days.,

Subsection 3. The Employer shall grant reasonable leave of absence to employees whenever required in the performance of duties as "duly authorized representative of the Federation." "Duly authorized representative" means a member of a regularly constituted committee and/or officers of the Federation.

Subsection 4. If an employee holding a permanent position is on an approved leave of absence without pay that is scheduled to last more than 90 days but less than 180 days, the Employer may, at its discretion, post, and fill the position on a temporary basis according to Article 9.

An employee who is on such leave of absence without pay must provide at least 30 calendar days' notice of an intention to return to work. If the employee provides such notice and returns to work, the person temporarily filling the position shall be returned to his/her former position.

If the employee fails to provide 30 days' notice of intention to work, or notifies the Employer of an intention not to return, the Employer has the option to post the job as a permanent position according to Article 9. This in no way obligates the Employer to fill any job vacancy.

## **ARTICLE 9. JOB POSTING**

Section 1. All employees will be notified of all permanent new or vacant positions which could be considered a lateral transfer or promotion within the bargaining unit. This process is handled through normal Human Resources procedures.

### Section 2.

A. The Employer shall designate no less than 72 hours, weekends excluded in which positions shall be posted for bid and advertised. It is also agreed that

when an employee has been accepted for any posted bid position, such employee will be placed in the job with the salary as posted on the bid in conformity with State Pay Plan Rules. Employees who are accepted into a new position who do not possess the minimum qualifications may be placed in a training assignment.

- B. The Employer shall recognize, experience, qualifications and performance in awarding promotions when filling newly created or vacant positions.
- C. Bargaining unit members who applied for a posted position and are not selected shall, upon request, be advised of the reason(s) they did not receive the assignment.

## **ARTICLE 10. SENIORITY**

Section 1. There shall be one seniority date. Seniority shall be based on the number of hours of uninterrupted service with the bargaining unit, except that a leave of absence without pay exceeding 60 calendar days shall not be included in the computation of time for seniority. Seniority shall cease to accrue after 60 days of a leave of absence without pay or a permanent transfer out of the bargaining unit, and shall be revoked upon termination, retirement or discharge for cause.

Section 2. The Employer shall maintain a seniority roster of all employees so that the Federation may distribute them to its members. Such roster shall be revised as of January 1st and July 1st of each year this Agreement is in effect.

Section 3. Employees shall have the right to protest their seniority designation. Such protests shall be in writing and be filed within 30 days after the seniority roster is made available.

Section 4. When employee's skills, qualifications, capabilities, and documented performance are substantially equal, seniority shall be the deciding factor when making reduction-in-workforce or layoff decisions. If the Employer determines that it is necessary to reduce the hours of the employees or initiate layoff, the Employer agrees to notify the Federation prior to implementing the reduction in hours or layoff.

Section 5. Seniority shall be forfeited upon termination for any cause. Bargaining unit seniority shall be retained by the employee who transfers to a position not covered by this Agreement for a period of no more than six months from the date of transfer.

Section 6. Seniority for permanent employees shall be based on actual hours worked. 2,080 hours shall equal one year.

## **ARTICLE 11. GRIEVANCE AND ARBITRATION**

Section 1. Having a desire to promote and maintain a harmonious working environment, 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. A grievance shall be defined as any dispute involving the interpretation, application or alleged violation of a specific provision of the Agreement.

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 and follow DOJ grievance timelines.

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 as per DOJ timelines from the receipt of the immediate supervisor's response - Step 1 to the Chief of Vehicle Services Bureau. The Management representative at the second step shall have 15 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 Administrator of the Motor Vehicle Division or a designee within 15 working days of the receipt of the Step 2 response. The Administrator shall have 15 working days to respond to the grievance in writing.

Step 4.

If the grievance is not resolved at Step 3, it may be presented to the Attorney General or designee within 15 working days of the receipt of the Step 3 response. The Attorney General or designee shall have 15 working days to respond to the grievance in writing. Should the Federation consider the decision of the Attorney General or designee unsatisfactory, the Federation shall, within 15 working days of receipt of such decision, notify the Administrator and the Chief of the State Office of Labor Relations of its decision to take the grievance to final and binding arbitration.

RULES OF GRIEVANCE PROCESSING

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

4. When the grievance is presented in writing there shall be set forth all of the following:
  - (a) A complete statement of the grievance and facts upon which it is based.
  - (b) The rights of the individual claimed to have been violated and the remedy or correction requested.
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 the same grievance under another procedure.
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.

#### RULES OF ARBITRATION

1. Within 10 working days of receipt of the Federation's notice of its intent to arbitrate a grievance, the parties shall select a fair and impartial arbitrator from a panel that has been predetermined as mutually acceptable by the Federation and the Chief Negotiator, State Office of Labor Relations.
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 20 working days of the hearing and that decision shall be final and binding.
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. If each party requests a transcript, they shall equally share the costs.
4. The arbitrator may not add to, subtract from or modify the terms of this Agreement.

#### **ARTICLE 12. WAGES AND SALARY**

Section 1. Addendum A provides for the parties' complete agreement relative to the base pay of bargaining unit members. Insurance contributions shall be provided according to 2-18-703, MCA. The rules of the pay plan for promotion, demotion, transfer, etc., shall be followed unless otherwise stated in this Agreement.

Section 2. Longevity allowance. In addition to the compensation determined in 2-18-303, MCA, a longevity allowance shall be provided according to 2-18-304, MCA.

### **ARTICLE 13. TEMPORARY ASSIGNMENT**

Section 1. A permanent employee may be temporarily assigned to another job for a period not to exceed two years. The employee shall be notified in writing at the start of the temporary assignment as to the reason for the assignment and its expected duration. The agency may either adjust the base pay of the temporarily assigned employee or provide lump-sum payments. The agency shall establish the employee's temporary base pay considering the pay of similarly situated employees.

Section 2. At the end of the temporary assignment, the employee's temporarily adjusted base pay reverts to the pay rate shown in Addendum A.

### **ARTICLE 14. HEALTH AND SAFETY**

Section 1. All employees shall be covered by the Worker Compensation per M.C.A chapter 71. Employees are directed to report all personal injuries received during the course of employment.

### **ARTICLE 15. CONSOLIDATION OR ELIMINATION OF JOB**

Section 1. When reducing the workforce, the Employer shall follow the Reduction in Force MOM Policy.

Section 2. When positions are consolidated, the Employer shall furnish to the Union, a copy of the Position Description Form which outlines the duties of the consolidated position.

Section 3. In assigning employees to a consolidated position, employees who are displaced as a result of consolidation will be given preferential consideration provided they are qualified and capable of filling the position. Should two or more employees have equal qualifications and capabilities, seniority will be the determining factor.

Section 4. When positions are consolidated or eliminated, employees presently assigned to these positions will be given their choice of any vacancies that exist provided they have the necessary skill and ability to perform the work available.

Section 5. If such action causes a reduction in work force, then Article 10, Seniority, of this Agreement will be applied.

Section 6. In no case will any job or jobs be consolidated, eliminated, or created without prior notification of intention to do so to the Federation.

### **ARTICLE 16. FEDERATION RIGHTS**

Section 1. The Employer agrees that accredited representatives of the Montana Federation of Public Employees shall have full and free access to the premises of the Employer provided prior notification of not less than four hours is given to the Chief or

designee of the impending visit. Such visits shall take place whenever possible during non-working times, i.e., lunch breaks and rest breaks, and shall in no case impede the employees in performing their duties.

Section 2. The Employer agrees to furnish a suitable bulletin board in a convenient place in each building to be used by the Federation. The Federation shall limit its posting of notices and bulletins to such bulletin board.

Section 3. It is understood and agreed that no employee shall suffer a reduction in wages, working conditions, or other benefits previously enjoyed because of the adoption of this Agreement.

## **ARTICLE 17. LABOR-MANAGEMENT RELATIONS COMMITTEE**

Department of Justice and Local #030 will continue to support the Labor Management Committee (LMC) according to the conditions established by the LMC Committee. The LMC will provide a means for mutual communication and input between labor and management within the Department to foster transparency and communication. Meetings will be held during traditional working hours and employees will be compensated regular pay for hours spent in the meeting.

## **ARTICLE 18. SEVERABILITY**

If any section subdivision, paragraph, sentence, clause, phrase, or other party of this Agreement is determined or declared to be contrary to or in violation of any State or Federal law, the remainder of this Agreement shall not hereby be affected or invalidated.

## **ARTICLE 19. MANAGEMENT-FEDERATION SECURITY**

The Federation and Employer agree that there will be no strike or lockout during the term of this Agreement. It is understood that the Federation has the right to engage in concerted activity concerning economic matters during the legislative session.

## **ARTICLE 20. TERMINATION AND RENEWAL**

Section 1. This Agreement shall be effective as of the 1st day of July 2023 and shall remain in full force and effect through the 30th day of June 2025. Either party shall notify the other in writing at least 60 days prior to the expiration date that they desire to terminate or modify this Agreement. If the Federation gives such notice, it agrees to notify the Division Administrator, 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 30 days prior to the expiration date.

Section 2. Neither party to this Agreement shall make unilateral changes in the terms of this Agreement pending the settlement of the outstanding differences through mutually agreeable procedures.

**IN WITNESS WHEREOF** the parties hereby affix their signatures as of this September 11, 2023.

FOR: STATE OF MONTANA

FOR: MONTANA FEDERATION OF PUBLIC EMPLOYEES

DocuSigned by:  
*Austin Knudsen*  
858E901192A1400...

Austin Knudsen, Attorney General  
Department of Justice

DocuSigned by:  
*Amanda Curtis*  
GD581BE6F37043A...

Amanda Curtis, President  
Montana Federation of Public  
Employees

DocuSigned by:  
*Karol Anne Davis*  
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Karol Anne Davis  
State Office of Labor Relations

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*Catherine Wood*  
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Cathy Wood  
Montana Federation of Public  
Employees

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*Laurie Bakri*  
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Laurie Bakri, Administrator  
Motor Vehicle Division



**ADDENDUM A**  
**BROADBAND PAY PROVISIONS**  
**Title & Registration Bureau, Department of Justice – MFPE**

This addendum represents the parties' complete Agreement for the 2023-2025 contract term concerning the placement, adjustment and progression of bargaining unit employees' pay under the broadband pay plan authority prescribed by Section 2-18-303, MCA. The provisions of this addendum supersede the Department of Administration's broadband pay plan policy where the two conflict.

**Section 1 – Statement of broadband pay plan goal.** It is the goal of the Motor Vehicle Division, Vehicle Services Bureau, to use competitive pay ranges based on market factors and to progress employees to target.

**Section 2 – Occupational market pay.** Except for employees under training assignments and employees in positions identified in Subsections 1 and 2 below, all employees will be paid at no less than entry rate for their assigned pay range as shown in Schedule A below. These pay ranges will remain in effect for the life of this Agreement.

<b>SCHEDULE A</b>				
<b>Vehicle Services Bureau</b>				
<b>Effective July 1, 2023</b>				
<b>Job Title</b>	<b>Job Title</b>	<b>Working Title</b>	<b>Pay Rate July 1, 2023</b>	<b>Pay Rate July 1, 2024</b>
License Permit Technician 2	License Permit Technician 2	LPT2 VSB	\$18.01	\$19.51
License Permit Technician 2	License Permit Technician 2	LEAD LPT VSB	\$20.26	\$21.76
Compliance Specialist 2	Compliance Specialist 2	Compliance Specialist	\$28.75	\$30.25

**Section 3 – Compensation rates.** Employees will typically be compensated at the entry rate for the occupation as shown in Section 2. At the discretion of the department, exceptions may be made for reasons such as the employee's job-related qualifications and the competitive labor market. Other considerations may include existing salary relationships within the job class, level and work unit and the agency's ability to pay. No employee will be paid less than the rates shown in Section 2.

**Section 4 – Promotions, transfers and demotions.** The following provisions apply unless the Department makes an exception under special circumstances with notice to the union.

- A. **Promotions into positions in a higher pay band.** A promotion is the advancement of an individual to a higher-level job in a higher-level pay band or pay range within a level for the same Occupational Standard based on qualifications and a significant change in work content. A promoted employee

will receive up to a 10 percent pay increase or move to the entry of the higher pay band for the new position if the 10 percent increase is below entry, unless the employee is promoted into a training assignment as described in Section 5 above.

At the discretion of the Department, an employee's salary may be increased above the 10 percent for promotions.

**B. Transfers into positions in the same level.** An employee who is temporarily or permanently transferred to a position in the same level but different job class will be treated as a lateral transfer with no change in pay unless:

- (i) the employee's current base salary is below the entry rate for the occupational pay range,
- (ii) the duties of the new position are specialized, and the employee possesses relevant special skills and/or experience.

At the discretion of the Department, the employee's salary may be increased up to the target rate for the new position.

**C. Demotions.** The Department will typically set the base wage of an employee demoted to the position in a lower pay band anywhere between entry and target for the occupational pay range, or the Department may, at its discretion, maintain the employee's current salary.

**Section 5 -** Should Section 2-18-303 MCA be amended to permit wage increases the parties agree to negotiate the application of that amendment.

### **Employer Contributions for Group Health Plan**

Member-paid employee health benefit coverage costs for single member will not increase through plan year 2025. The cost of single-member health benefit coverage will be covered by the state share contribution, after the health incentive is applied. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out-of-pocket levels for employee-only coverage will not increase through plan year 2025.