

**AGREEMENT BETWEEN  
STATE OF MONTANA,  
DIVISION OF CRIMINAL INVESTIGATION  
AND  
MONTANA FEDERATION OF PUBLIC EMPLOYEES  
2023-2025**

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***PREAMBLE***

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2023, between the Montana Department of Justice, Division of Criminal Investigation, hereinafter referred to as the "Employer," and the Montana Federation of Public Employees, hereinafter referred to as the "Federation". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its Investigators, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the Division of Criminal Investigation, 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 health, safety, comfort, and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

**ARTICLE 1 - RECOGNITION**

Section 1. The Employer recognizes the Federation as the sole and exclusive representative of all Investigators in the Division of Criminal Investigation, Department of Justice, excluding supervisors and managers.

Section 2. The bargaining unit represented by the Federation shall be defined by the classifications provided by the State Broadband 25 Pay Plan, and where necessary by individual positions within classifications. Any disagreement may be resolved through the Board of Personnel Appeals.

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that the Employer's recognition of the Federation as exclusive representative for the bargaining unit shall be withdrawn if the Federation is decertified through the procedure established by the Board of Personnel Appeals.

**ARTICLE 2 - FEDERATION RIGHTS**

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

Section 2. A written list of the accredited officers and representatives of the 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.

Section 3. The internal business of the Federation shall be conducted by the Investigators during their non-duty hours; provided, however, that selected and designated Federation officers or appointees shall be allowed a reasonable amount of paid time to investigate and process grievances, including arbitration matters, but the Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule, nor may an individual create any overtime liability as a direct or indirect result of such activities.

Section 4. The Federation's staff will be allowed to visit work areas of the Investigators during work hours and confer on employment relations matters, provided that such visitations shall be coordinated in advance with the Division Administrator and shall not unduly disrupt work in progress.

Section 5. The Federation may utilize a reasonable amount of space on bulletin boards as determined by local Management on bulletin boards currently used for Investigator notices. No derogatory information concerning the Employer shall be posted by the Federation.

Section 6. Accredited Federation representatives shall, with the written approval of the Investigator, have the right to inspect an Investigator's personnel file, with the exception of medical information unless the issue involves such matters, and only where justification is advanced for such access by the Federation.

Section 7. The Employer shall grant a reasonable amount of paid release time per biennium to a designated Federation representative for master contract negotiations.

### **ARTICLE 3 - FEDERATION SECURITY**

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

Section 2. Upon receipt of a written authorization from an Investigator covered by this Agreement, the Employer shall deduct from the Investigator's pay the amount owed to the Federation by such Investigator for dues. The Employer will remit to the Federation such sums within 30 calendar days. Changes in the Federation membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Federation and shall be done at least 30 calendar days in advance of the effective date of such change. The Employer's remittance will be deemed correct if the Federation does not give written notice to the employer within two calendar weeks after a remittance is received, of its belief within reason(s) stated thereof, that the remittance is incorrect.

Section 3. The Employer, within 30 days of the signing of this Agreement, shall present the Federation with a list of names and addresses of all current Investigators covered by this Agreement, and shall notify the Federation within 30 days when a new hire is completed.

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

Section 5. No deduction shall be made from the pay of any investigator for any payroll period in which the investigator's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

(In compliance with State Statute 39-31-303, M.C.A.)

The Federation shall recognize the prerogatives of the Employer to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

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

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

#### **ARTICLE 5 - MANAGEMENT SECURITY**

Section 1. The Federation hereby accepts liability for any damage to or loss of State property that is the proximate cause of action taken by striking Investigators of any bargaining unit, provided however, that liability under this Section shall be restricted to physical damage to real and personal property and shall not include any alleged loss of revenue or other incidental or punitive damage sought by the Employer.

## ARTICLE 6 - PAY AND HOURS

Section 1. Pay for Investigators covered by this Agreement shall be in accordance with the Department of Justice's broadband pay policies and Addendum C. Investigator positions are in Crime Investigator 2 job code in the Broadband 25 state classification system.

Section 2. Nothing in this Agreement will preclude any Investigator 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 of time.

Section 4. A regular work period shall consist of 80 hours in 14 days according to schedules established by the Division of Criminal Investigation and outlined in department and division policy. Investigators shall be placed on a regular 80-hour work schedule unless otherwise specifically provided.

Section 5. An Investigator's work schedule shall not be changed unless first being given a minimum of 24-hours' notice of the change. Investigators will not be required to work any hours into scheduled days off or have their schedule changed with less than 24-hour notice except in cases of personnel shortages due to illnesses or vacation, cases of emergency, or when required to finish an assigned task begun on a previous shift. Investigators who request a change in scheduled days off shall provide at least 24-hour notice.

Section 6. Investigators who are called out for work and report outside their regular shift shall receive a minimum of three hours compensation at one and one-half times the regular rate of pay. No more than one three-hour claim in a 24-hour period will be accepted unless prompted by distinct and separate events and the original three-hour paid time has elapsed. In no case shall time and one-half carry over into the regularly scheduled shift.

Subsection 1. A "call-out" is an unscheduled, unplanned provision of direct services to respond to an incident occurring during regularly scheduled time off. If an Investigator is called out from the status of pre-approved time off (comp time or annual leave), he/she will be paid cash at a rate of one and one-half hours for each hour worked until the next regularly scheduled shift following the approved time off.

Subsection 2. The following are not considered callouts and compensatory time or overtime will be credited only for the actual time involved:

- a. meetings and appointments scheduled outside the regular workday,
- b. extension of the workday, and
- c. telephone calls.

Section 7. If an Investigator is selected and given written authorization by a Management designee to temporarily fill a vacancy in a higher level job for thirty calendar days or more, he/she shall be paid at the higher level with the exact rate of temporary pay to be set by the pay plan rules. Management will not adopt a policy of refusing to authorize such assignments.

Section 8. Whenever an Investigator receives a pay increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 9. No full-time investigator position will be permanently replaced while temporary or probationary investigators are retained.

## **ARTICLE 7 - OVERTIME AND COMPENSATORY TIME**

Section 1. It is recognized that the Investigators' work requires a certain amount of irregular, scheduled and unscheduled overtime duty, and as public safety officers, Investigators are partially exempt from certain provisions of the Fair Labor Standards Act, in accordance with Section 7(k) of that Act.

Section 2. Overtime funds appropriated by the Legislature will be used for personal services expenditures in the Division of Criminal Investigation. Whenever overtime funds are available or whenever the department can identify other available funds without jeopardizing services, Investigators will have the option of receiving overtime compensation at the rate of one and one-half times their regular rate of pay or receiving compensatory time off at time and a half, for all authorized hours worked above 80 in a 14-day work period. If overtime funds are exhausted or not available, Investigators shall receive compensatory time at one and one-half hours for each hour worked above 80 in a 14-day work period. Leave approved prior to being taken, including holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing overtime or compensatory time credits under this Section. Non-exempt compensatory time may not be accrued beyond 240 hours, which represents not more than 160 hours of actual overtime worked. Agents can flex hours during the 14-day work period with approval of their supervisor.

Section 3. Employees shall not submit unapproved or unauthorized hours beyond 80 in a 14-day work period, including: holiday leave, sick leave, annual leave, or compensatory time off, in order to earn overtime or compensatory time at a rate of one and one-half times the regular rate. This section shall be administered in accordance with Federal Fair Labor Standards Act, Federal regulations, and MOM Annual Vacation Leave Policy, and Overtime and Nonexempt Compensatory Time Policy.

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

Section 5. The Employer agrees not to block out periods of time during which by policy Investigators will not be allowed to use accrued compensatory time so long as it is understood that the Employer may approve or disapprove compensatory time usage dependent upon the needs of the agency.

Section 6. 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.

**ARTICLE 8 - HOLIDAYS**

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

New Year's Day .....	January 1
Martin Luther King Jr. Day .....	3rd Monday in January
Lincoln's & Washington's Birthday .....	3rd Monday in February
Memorial Day .....	Last Monday in May
Independence Day .....	July 4
Labor Day .....	1st Monday in September
Columbus Day .....	2nd Monday in October
Veteran's Day .....	November 11
Thanksgiving Day .....	4th Thursday in November
Christmas Day .....	December 25
Floating Holiday	

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time Investigators except as provided for in Section 3. To be eligible for holiday pay an Investigator must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

Section 3. 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 4. Investigators who are required to work on a holiday shall be compensated at the rate of one and one-half times their regular rate of pay for all hours worked and be given eight hours banked holiday time which may be taken at another date. As an alternative, an Investigator may elect to receive compensation at the rate of two and one-



half times the regular rate of pay for all actual hours worked on a holiday, up to a maximum of eight hours, with no banked holiday time.

Section 5. Any eligible full-time Investigator 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 Investigator and his/her supervisor, whichever allows a day off in addition to the Investigator's regularly scheduled days off.

Section 6. Banked holiday on the books as of December 31 will carry forward for 90 days into the next calendar year. Investigators 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 9 - LEAVES**

Section 1. JURY AND WITNESS DUTY. Investigators summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, MCA. Investigators answering subpoenas for a civil or criminal cause in connection with their official duties will be compensated as provided in 2-18-626, MCA.

Section 2. SICK LEAVE. Investigators shall be granted sick leave per 2-18-618, MCA.

Section 3. ANNUAL LEAVE. It is understood and agreed that an Investigator within the bargaining units may choose to take at least two consecutive accrued work weeks of annual leave per year. It is also understood that Investigators may take annual leave, with prior Management approval, at their individual discretion as long as the execution of this right does not cause an undue burden for the Employer's operation.

Section 4. EMERGENCY LEAVE. Accrued and available sick leave will be allowed for necessary attendance to the illness of a member of the Investigator's immediate family until other attendance can be reasonable obtained, to attend a funeral in the immediate family, to receive medical, dental or eye examinations, or for other disability related emergencies. Absence in excess of one shift without receipt of proper notification by the Employer from the Investigator shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the Investigator.

Section 5. LEAVE WITHOUT PAY. A leave without pay must be requested by the Investigator in advance, and Management shall then determine if the Investigator can be excused for the time requested. The Investigator shall use the standard leave request form. The approval or disapproval from Management shall be based on the needs of the agency, the reason for the request, and the Investigator's work record.

Section 6. MILITARY LEAVE. Military leave shall be granted per 10-1-1009, MCA.

Section 7. INDUSTRIAL ACCIDENT LEAVE. A permanent Investigator injured on the job and eligible for Industrial Accident benefits shall retain all rights to his previously held position and shall be entitled to leave without pay for a period of up to nine months following the date of injury.

## **ARTICLE 10 - GRIEVANCES AND ARBITRATION**

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement. Addendum A, attached hereto, shall be utilized to resolve grievances.

Section 2. During the processing of any matter under this Article, the Federation agrees not to strike, render unfair reports or cause slowdowns, and the Employer agrees not to lock out Investigators represented by the Federation.

## **ARTICLE 11 - JOB SECURITY**

Section 1. A probationary period shall be utilized for the most effective adjustment of a new Investigator. The probationary period shall last for one year. If the Employer determines at any time during the probationary period that the services of the probationary Investigator are unsatisfactory, the Investigator may be separated upon written notice from the Employer.

Section 2. The Employer may discharge any Investigator with permanent status only for just cause. The Employer shall furnish an Investigator 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 Investigator for cause. An Investigator with permanent status may appeal his/her dismissal, suspension or other disciplinary action through the grievance procedure. This in no way limits management's prerogative to lay off Investigators in accordance with Article 13.

## **ARTICLE 12 - SENIORITY**

Section 1. For personnel actions involving Investigators, seniority shall be defined as length of service with the Division of Criminal Investigation as an Investigator. Seniority shall be recognized as the original date of hire into a permanent position, upon a successful completion of a probationary period.

Section 2. Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds 60 working days or after a permanent transfer out of the bargaining unit. Previously credited service, however, will not be lost and an Investigator who is recalled or transfers back into the bargaining unit will retain all prior seniority.

Seniority shall be revoked upon termination, retirement, or discharge for cause.

Section 3. Seniority, Qualifications, and capabilities shall be the controlling factors in filling new or vacant permanent positions.

Section 4. When employees' skills, qualifications, capabilities, and documented performance are substantially equal, seniority shall be the deciding factor when making reduction-in-workforce or layoff decisions.

Section 5. Recall from layoff shall be in reverse order of layoff. The Employer shall notify a laid off Investigator to return to work by sending a return receipt email to the last known email address for the Investigator with a copy to the Federation and shall therein notify the Investigator that failure of the Investigator to notify the Employer of his/her intent to return to work within 10 calendar days of the emailing of said email shall constitute a forfeiture of his/her right to return to work. Recall rights shall be limited to a period of two years following the date of layoff.

Section 6. No permanent Investigator shall be laid off while temporary or probationary Investigators are retained.

## **ARTICLE 13 - VACANCIES AND PROMOTIONS**

Section 1. The following procedures will be followed in the posting and filling of vacant or newly created permanent positions. The purpose of this system is to inform Investigators of vacancies and newly created positions and to afford Investigators, who are interested and who feel they qualify, an equal opportunity to apply for the vacant or newly created position. It is understood that newly hired Investigators and Investigators on a leave of absence for any reason may not have the same period of notice as other Investigators concerning position vacancies.

Subsection 1. All newly vacated or created Investigator positions may be filled through an internal letter of interest among bargaining unit members in the respective bureau and in a permanent status before an external selection process begins. Bargaining unit members who are temporary, probationary, under a training assignment, or a corrective action plan (defined in 2-18-101 MCA) are not eligible for transfer. An investigator's qualifications, training, job-related experience, documented performance, conduct issues or formal discipline will be considered by the Employer. If a vacancy is not filled within the respective bureau, bargaining unit members of other bureaus are eligible to apply with the external applicant pool for consideration.

Subsection 2. When a vacant or newly created permanent position is to be filled, the Employer shall provide notice to all bargaining unit members. The notice shall state whether the position is open for transfer or selection, where interested Investigators must submit application/transfer requests, the closing date for submittals, and the minimum qualifications. If no eligible permanent status employees are interested in

the vacancy, then at management's discretion, other sources of applications may be considered for the vacancy.

Subsection 3. The Employer will ensure that all such applications be considered in the selection process. Members in the bargaining units who are unsuccessful applicants shall be so notified upon completion of the selection process.

Subsection 4. All positions in the bargaining unit, and those positions that immediately follow in a logical ladder shall be posted per the provisions of this Article for at least seven calendar days. However, Article 13 will not apply to positions not included in the unit.

## **ARTICLE 14 - RATINGS AND WARNINGS**

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

Section 2. The statewide performance evaluation system or another system approved by the Personnel Division shall be utilized by the Employer in the evaluation of Investigators covered by this Agreement. Supervisors shall receive training in the operation of the performance appraisal system before evaluating Investigators.

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

Section 4. Information reflecting critically on an Investigator may not be placed in a personnel file unless the document has been sent to the Investigator, initialed by the Investigator, or a supervisor has noted in the file that the Investigator has refused to initial or accept the document in question.

Section 5. An Investigator desiring that material which he/she feels is incorrect and should be removed from the personnel file of the Investigator shall have the right to appeal it through the grievance procedure.

Section 6. Formal disciplinary records shall remain in an Investigator's personnel file and shall be destroyed no later than one year after they have been placed in the file unless such items can be used in support of possible disciplinary action arising from more recent Investigator action or behavior patterns.

Section 7. Material placed in the personnel files of an Investigator without conformity with the provisions of this Section will not be used by the Employer in any subsequent evaluation or disciplinary proceeding involving the Investigator.

Section 8. With the Investigator's written permission, the Employer will provide the Federation with copies of any employer-initiated material relating to the performance, discipline, or termination for cause of the Investigator.

Section 9. The Division reports discipline to the Public Safety Officer Standards and Training (POST) in accordance to Administrative Rule 23.13.702.

## **ARTICLE 15 - PUBLIC EMPLOYEES RETIREMENT SYSTEMS**

Section 1. The existing programs shall continue in full force and effect in accordance with the relevant provisions of Montana Code Annotated.

## **ARTICLE 16 - NOTIFICATIONS**

Section 1. The Employer shall give permanent Investigators subject to layoff a minimum of 21 calendar days advance notice and shall deliver a copy of such to the Federation, which shall be allowed an opportunity to comment.

Section 2. The Employer will allow Investigators reasonable access to the Federation and provide each Investigator with an up-to-date copy of its rules, regulations, and policies in employment related matters. Division or bureau policy pertaining to general administration will be provided to the Federation upon request as long as the material contained in the policy does not jeopardize the Employer's ability to conduct confidential and secure investigations.

## **ARTICLE 17 - OTHER**

Section 1. If an Investigator is required to wear a uniform, protective clothing, or any type of protective clothing or protective device, the Employer shall furnish said items.

Section 2. The Employer and the Federation agree to the establishment of a Labor-Management Relations Committee.

Subsection 1. The purpose of this Committee is to discuss any item of concern to either party and to improve communications between the Employer and the members of the bargaining unit. The Committee will not, however, take the place of the grievance procedure outlined in Addendum A or the collective bargaining process.

Subsection 2. The Labor-Management Relations Committee will be comprised of representatives from management to include the Division of Criminal Investigation Administrator, the Narcotics and General Investigation Bureau Chiefs, an Investigations Supervisor, and three Criminal Investigators representing the statewide bargaining unit. The Employer shall provide clerical support.

Subsection 3. When requested by the Federation and approved by the Division Administrator, the three union representatives shall meet to discuss day-to-day problems and concerns. The meeting shall be scheduled by the Division Administrator, during working hours, at a time and place deemed to be in the best interest of the operation of the Division. Notice of the meetings shall be made to the representatives at least 10 days prior to the meeting.

Subsection 4. Bargaining unit members will receive paid release time to attend Labor-Management Committee meetings when scheduled during normal work hours. Travel expenses to and from the meeting will be paid by the Employer for each of the three bargaining unit members.

Subsection 5. Prior to the scheduled Labor-Management Committee meetings, each party must submit to the other its agenda items. The agenda shall be limited to items which are of a group rather than individual concern that cannot easily be solved through established supervisory channels.

Subsection 6. The Division of Criminal Investigation Administrator or a designee shall organize the meetings and designate the person responsible for taking minutes. Copies of the minutes will be reviewed and signed jointly before distribution.

Subsection 7. Labor-Management Committee meetings may be canceled upon mutual agreement.

Section 3. Agents shall be allowed to replace duty related clothing, footwear or accessories that are excessively worn or damaged during their duties, annually, up to one hundred fifty dollars (\$150) with receipts. Receipts for reimbursement will be submitted no later than May 31<sup>st</sup> of each fiscal year. This does not include standard equipment that is issued to agents.

#### **ARTICLE 18 - SEVERABILITY**

Section 1. In the event that any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

#### **ARTICLE 19 - ENTIRE AGREEMENT**

Section 1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Federation for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under Article 1, or under applicable law on any succeeding agreement to take effect upon termination of this Agreement.

Section 2. The parties recognize the right, obligation, and duty of the Department of Administration and its duly designated officials to promulgate rules, regulations, directives, and orders from time-to-time as deemed necessary insofar as such rules, regulations, directives, and orders that effect the members of the bargaining units covered by this Agreement are not inconsistent with the terms of this Agreement or any supplemental agreements to this Agreement and are not inconsistent with the laws of the State of Montana and federal laws.

## **ARTICLE 20 - PAYROLL DEDUCTIONS**

Section 1. In addition to the monthly dues deductions authorized in Article 3 of this Agreement, bargaining unit members shall be allowed to authorize Management to deduct from their pay checks such amounts that they desire in order to participate in programs that have the prior approval of both Management and the Federation.

## **ARTICLE 21 - TERM OF AGREEMENT**

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. If one of the parties desires to modify this Agreement, it shall give the other written notice of its intent to do so. In such case, the parties agree to give written notice not sooner than 120 and no less than 90 days prior to the expiration date and agree to meet no later than 90 days prior to the expiration date in order to renegotiate this Agreement. It is also agreed that the Employer and the Federation will meet to reopen negotiations in sufficient time to permit adequate negotiations on economic matters. The Federation shall have the right to engage in concerted activity after December 31, 2024, for matters pertaining to wages and economic benefits in the Fiscal Years 2025-2026 biennium.

## **ARTICLE 22 - NO STRIKE/NO LOCKOUT**

Section 1. During the term of this Agreement, neither the Federation nor its agents or representatives will cause, sanction or take part in any strike or any other interference with the operation of the Employer's business, except as provided in Article 21.

Section 2. During the term of this Agreement, there shall be no lockouts by the Employer.

THIS AGREEMENT is signed and dated this 9/12/2023

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*  
GD501BE6F37043A...  
Amanda Curtis, President  
MFPE

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

DocuSigned by:  
*Noah Scott*  
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Noah Scott,  
MFPE Unit Representative

DocuSigned by:  
*Bryan Lockerby*  
14230C0E682C44D...  
Bryan Lockerby, Administrator  
Division of Criminal Investigation



## ADDENDUM A - GRIEVANCE PROCEDURE

Step 1. Any dispute involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall be taken up with the Investigator's immediate supervisor within 15 working days of the grievance. The immediate supervisor shall have 15 working days to respond. All grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given opportunity to attempt resolution.

Step 2. If the grievance is not resolved informally, a formal grievance may be presented in writing within 15 working days from the receipt of the immediate supervisor's response of Step 1 to the Division Administrator. The Division Administrator 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 Attorney General or Department Deputy Director within 15 working days of the receipt of the Step 2 response. The Attorney General or Department Deputy Director shall have 15 working days to respond to the grievance in writing.

Step 4. Should the Federation consider the decision of the director unsatisfactory, the Federation shall, within 15 working days of receipt of such decision, notify the Attorney General and the Chief of the Labor Relations Bureau 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 Investigator 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 Investigators desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an Investigator pursuing a grievance under the provisions of this contract may not pursue 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 the intent to arbitrate a grievance; the parties shall call upon the Chief of the State Office of Labor Relations to submit a list of mutually acceptable arbitrators.

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 cost.

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

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

**ADDENDUM B - GRIEVANCE FORM**

The following form may be used to process grievances in accordance with Addendum A, Grievance Procedure. An electronic version will be provided upon request. The Investigator(s) shall fill out the following form if they are not satisfied with the Step 1 answer of the immediate supervisor within 10 working days of receipt of said response:

**EXPLANATION OF THE GRIEVANCE (to include identification of Articles and Sections of the contract that were violated, and when the grievance occurred -- also attach documents, if any, to support your claim):**

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**YOUR PROPOSED SOLUTION TO THE GRIEVANCE:**

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\_\_\_\_\_  
**Investigator's Signature**

\_\_\_\_\_  
**Date**

**STEP 2 RESPONSE (The Division Administrator shall answer within 10 working days of receipt of this form the grievance described by the Investigator.):**

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\_\_\_\_\_  
**Signature, Division Administrator**

\_\_\_\_\_  
**Date**

**Step 3.** If no settlement is reached at Step 2, forward this form to the Attorney General or Deputy Lieutenant General within 10 working days of the receipt of the written Step 2 response. The Attorney General or Deputy Lieutenant General shall have 15 working days in which to respond to the grievance in writing.

**REASONS (The Investigator shall state the reason(s) for not accepting Management's answer at Step 2.):**

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\_\_\_\_\_  
**Investigator's Signature**

\_\_\_\_\_  
**Date**

**STEP 3 RESPONSE (The Attorney General or Department Deputy Director shall respond to the Investigator's grievance below within 15 working days of receipt of the grievance at Step 3.):**

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\_\_\_\_\_  
**Signature of Attorney General  
or Deputy Lieutenant General**

\_\_\_\_\_  
**Date**

**ADDENDUM C  
BROADBAND PAY PROVISIONS**

**Montana Department of Justice, Division of Criminal Investigation –  
Montana Public Employees Federation**

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 provisions contained in Department of Administration's broadband pay plan policy where any two conflict.

**Section 1 – Statement of broadband pay plan goal.** The Department's goal is to offer competitive base pay rates based on the labor market.

**Section 2 – Schedule A –**

<b>Title</b>	<b>Education/Experience</b>	<b>Pay Rate July 1, 2023</b>	<b>Pay Rate July 1, 2024</b>
Training Assignment Investigator	Does not meet minimum qualifications through a competitive recruitment, POST Basic Certificate	<b>\$32.75</b>	<b>\$34.25</b>
Probationary Investigator	Meets minimum qualifications through competitive recruitment; POST Basic Certificate	<b>\$33.75</b>	<b>\$35.25</b>
Investigator 1	Successful completion of one year of duties assigned as Probationary Investigator	<b>\$34.25</b>	<b>\$35.75</b>
Investigator 2	Minimum of 3 years completed DCI service POST Intermediate Certificate	<b>\$34.75</b>	<b>\$36.25</b>
Investigator 3	Minimum of 7 years completed DCI Service POST Advanced Certificate	<b>\$35.75</b>	<b>\$37.25</b>
Senior Investigator	Minimum of 12 years completed DCI Service POST Advanced Certificate and must have successfully completed a 32-hour POST approved management course	<b>\$36.75</b>	<b>\$38.25</b>

**Section 3 – Hiring rates.** Applicants for criminal investigator openings who do not meet the minimum qualifications for a Broadband 25 Criminal Investigator 2 job code L32012 may be hired in a training assignment at a rate lower than entry. Criminal investigators who are hired in a training assignment will have the opportunity to move to

the entry level pay rate upon successful completion of the terms of the training assignment.

Criminal investigator job applicants who meet the minimum qualifications for job code L32012 will be hired as detailed in Schedule A. An applicant for a criminal investigator position who has prior relevant law enforcement experience that exceeds the minimum qualifications may be hired above the entry rate as long as their pay rate does not put them ahead of currently employed criminal investigators with the same or more relevant law enforcement experience.

A service credit may be applied to job applicants with prior years of employment with DCI. This service credit will be given to job applicants who left DCI in good standing.

**Section 4 - Pay adjustments.** The department may, upon written notice to the union, increase the pay of criminal investigators for reasons detailed in the Department of Justice's Broadband Pay Rules.

The department shall increase each bargaining unit employee's base salary by \$1.50 per hour effective the first full pay period that includes July 1, 2023 and \$1.50 per hour the first full pay period that includes July 1, 2024.

Further, in accordance with Section 2-18-303(a), these adjustments will not be provided to employees until the State receives written notice that the employee's collective bargaining unit has ratified the agreement. If that notice is received after the effective date of the pay adjustment, the adjustment will be paid retroactively.

**Section 5 – Health Care and Benefits.** 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.

## ADDENDUM D WELLNESS PROGRAM

### Montana Department of Justice, Division of Criminal Investigation – Montana Federation of Public Employees

MFPE agrees with the Division of Criminal Investigation to continue a voluntary physical fitness and health program. Both parties agree to the following:

Voluntary physical fitness for the Montana Physical Abilities Test (MPAT), participation in the State of Montana Wellness Program, Personal Well-being Awareness.

#### Purpose

- A. To continue a voluntary wellness program that promotes the overall health of the Agents. The Division encourages all Agents to participate in this program as a healthy lifestyle reduces stress, illness, common injuries, and recovery times if one is injured.
- B. To reduce costs due to injury, worker's compensation claims, and lost time due to illness.
- C. Establish/maintain a work force that is physically and mentally prepared to meet the challenges of police work.

#### MPAT

MPAT is a hybrid physical abilities/job sample physical abilities assessment which evaluates law enforcement officer's essential physical capacities that can be required to perform job duties. The MPAT is designed to measure a participant's strength, flexibility, and endurance.

The test will be conducted annually. Testing will traditionally take place in the Fall, during the annual Combined Agents Firearms Qualifications. The test must be administered by a certified MPAT Proctor. If call out, training, illness, or other conflicts arise, an agent may take the MPAT at an alternate location, with the Montana Law Enforcement Academy the preferred testing location. The MPAT must be taken within the fiscal year of eligibility.

Proposed incentive matrix for voluntary completion of the MPAT:

Completion Time	Comp-time Incentive	Pay Incentive
5 minutes	40	\$1000
6 minutes	30	\$750
7 minutes	20	\$500
8 minutes	10	\$250

The award will be placed in the Agent's comp bank, with a 40-hour maximum annually. The awarded comp time may not be rolled over from year to year. The deadline for using the awarded comp time will be July 1 of each year.

If the Agent's comp is at the maximum of 240 hours allowable, then there is 0 award. If the comp bank is below the maximum of 240, then the award may only reach the permitted threshold.

Examples:

- Agent has 210 hours of comp time and completes MPAT in minimum time; 40 hours comp award. 30 hours of comp time awarded to reach threshold of 240 hours maximum comp.
- Agent has 100 hours of comp time and completes MPAT in minimum time; 40 hours comp award. 40 hours of comp time awarded to total 140 hours comp time.

Any Agent participating in the test and puts forth an honest effort will be allowed to use 1 hour of paid time 3 days a week to participate in physical exercise.

### Health Program

Participation in the State of Montana Wellness Program or an annual checkup with the employee's medical doctor will qualify for the Physical Health section of the program. Participating in one of these once per fiscal year will satisfy this section of the program.

If the Agent elects to have an annual physical exam to meet this section of the program, the employee will need to provide a basic note from his/her physician simply stating that a physical examination has been completed. (Example Wording: "[Name of Employee] has completed an annual physical examination.")

If the employee elects to participate in the State of Montana Wellness Program, completion will be documented in the monetary incentive benefit paid to that employee.

### Personal Well-being Awareness

Participation in a minimum of two mental well-being events annually. These events can include seminars, webinars, inter-agency trainings, conferences, or participation in education on mental health issues such as stress and/or PTSD. DCI management will provide training resources on a regular basis for available options and will also consider qualifying credit for non-listed, unique, personal courses or events on a case-by-case basis.



As an alternative, an employee may also choose to meet once per year with their qualified mental health professional as a "mental health checkup." Participation in one of these once per calendar year will satisfy this portion of the program.

Participation certification shall be through the agent's self-declaration with random annual audits for verification purposes.  
Comp time will not be awarded until both the MPAT, health, and well-being, program have been completed.

Unless Division sponsored, costs incurred by participation in the voluntary wellness program are the responsibility of the employee.

Any comp time not utilized by the end of the state fiscal year (June 30) will be paid out. In the event budget restrictions do not allow for a payout the Agent will be allowed to carry over the time earned\*.

*\*Will be coded separately from other comp time.*

## **ADDENDUM E DRUG TESTING**

### **Montana Department of Justice, Division of Criminal Investigation – Montana Federation of Public Employees**

MFPE agrees with the Division of Criminal Investigation to continue an Alcohol and Controlled Substance Policy. Both parties agree to the following:

To adhere to and reference when needed, the Montana Department of Justice Alcohol and Controlled Substance Policy.

#### **Purpose**

- To assure worker fitness for duty and to protect our employees, and the public from the risks posed by the use of alcohol and controlled substance.
- To establish and maintain a safe and efficient work environment for all employees free from the effects of alcohol, illegal drugs, other controlled substances and prohibited items.
- To establish a basis for the Program that is applicable to all Division operations.

All employees will be provided information concerning the effects of alcohol and controlled substances on an employee's health, work, and personal life; signs and symptoms of a problem; and rehabilitation.

In addition, all supervisors will receive a minimum of one-hour training on alcohol misuse and one-hour training on controlled substances abuse.

Copies of the policy, 49 CFR Part 40, Montana's Workforce Drug & Alcohol Testing Act, and the Federal Register are available for review from the Designated Employer Representative.

#### **Drug and Alcohol Testing for Agents under MPEA 048**

The Alcohol and Controlled Substance Policy prohibits the use, possession, concealment, transportation, promotion or sale of illegal drugs, designer and synthetic drugs, prohibited drugs and drug paraphernalia. The abusive use of legal prescription drugs and unauthorized alcohol beverages on Montana Division of Criminal Investigation premises or job locations is strictly prohibited.

This policy applies to all employees working in safety sensitive positions for Division of Criminal Investigation and their managers and supervisors. Employees, as the term is used in the Policy, is specific to sworn criminal investigators with peace office authority who are members of the collective bargaining unit.