

LABOR AGREEMENT
between
STATE OF MONTANA,
DEPARTMENT OF JUSTICE,
and
MONTANA FEDERATION OF PUBLIC EMPLOYEES
for
DRIVER SERVICES BUREAU

Table of Contents

PREAMBLE 3

ARTICLE 1 RECOGNITION 3

ARTICLE 2 FEDERATION RIGHTS and OBLIGATIONS..... 3

ARTICLE 3 FEDERATION SECURITY 4

ARTICLE 4 MANAGEMENT RIGHTS 4

ARTICLE 5 NO STRIKE/NO LOCK-OUT 5

ARTICLE 6 NON-DISCRIMINATION..... 5

ARTICLE 7 WORKDAY/WORK WEEK..... 5

ARTICLE 8 OVERTIME COMPENSATION 6

ARTICLE 9 HOLIDAYS 6

ARTICLE 10 LEAVES 8

ARTICLE 11 GRIEVANCES AND ARBITRATION..... 9

ARTICLE 12 EMPLOYEE RIGHTS 11

ARTICLE 13 SENIORITY, LAYOFF AND RECALL 12

ARTICLE 14 VACANCIES AND PROMOTIONS 12

ARTICLE 15 EVALUATIONS 13

ARTICLE 16 PROGRESSIVE DISCIPLINE..... 14

ARTICLE 17 PUBLIC EMPLOYEES RETIREMENT SYSTEM 14

ARTICLE 18 OTHER 14

ARTICLE 19 LABOR MANAGEMENT COMMITTEE..... 15

ARTICLE 20 SEVERABILITY 15

ARTICLE 21 ENTIRE AGREEMENT 15

ARTICLE 22 TERM OF AGREEMENT 15

ADDENDUM A – BROADBAND PAY PROVISIONS..... 16

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, Driver Services Bureau (DSB), 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 the 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 and exclusive representation for the Department of Justice, Motor Vehicle Division, Driver Services Bureau, with the exception of temporary employees, supervisory, field support, customer service clerks, and employees normally scheduled to work less than 20 hours per week.

Section 2. Either party may petition the Board of Personnel Appeals to resolve a dispute about whether a position is covered or excluded under this Agreement.

ARTICLE 2 **FEDERATION RIGHTS and OBLIGATIONS**

Section 1. In the event the Federation designates a member employee 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 employees during their non-duty hours; provided, however, the employee may be allowed a reasonable amount of paid time to process his/her grievance, including arbitration matters, but the Employer will not compensate individuals for time spent in such activities outside their normal work schedule.

Section 4. The Federation's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations' matters, provided that such

visitations shall be coordinated in advance with Management and shall not unduly disrupt work in progress.

Section 5. Accredited Federation representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file, with the exception of medical information, unless the issue involves such matters.

Section 6. The Federation may be allowed to use the employer's facilities for Federation meetings contingent upon availability and management approval. The Federation shall be liable for any damage as a result of such use.

Section 7. The Employer agrees to provide a pool of 32 hours of total paid time to be distributed among Federation bargaining team members for biannual contract negotiation sessions. No state vehicles, per diem nor travel expenses will be paid for negotiation sessions.

ARTICLE 3 FEDERATION SECURITY

Section 1. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Federation by such employee for dues. The Employer will remit to the Federation such sums within 30 calendar days. The Federation will notify the Employer of changes to membership due rates at least 30 calendar days in advance of such change.

Section 2. 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 check-off of Federation dues.

ARTICLE 4 MANAGEMENT RIGHTS

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

The Union shall recognize the prerogatives of the agency to operate and manage their affairs in such areas as, but not limited to:

- A. direct employees;
- B. hire, promote, demote, transfer, assign, and retain employees;
- 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 the agency operations are to be conducted;
- F. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- G. establish the methods and processes by which work is performed.

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 **NO STRIKE/NO LOCK-OUT**

Section 1. During the term of this Agreement, neither the Federation nor its agents or representative 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.

Section 3. The Federation hereby accepts liability for any damage to or loss of state property that is the proximate cause of action taken by striking employees of the 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 **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 7 **WORKDAY/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, are at the discretion of the Employer. The Employer shall provide advance notice when possible.

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 emergency or other extenuating circumstances, the shift of the employee may be temporarily altered.

Section 4. 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.

ARTICLE 8 **OVERTIME COMPENSATION**

Section 1. Conditions relative to and governing wages and salaries are contained in Addendum A of this Agreement.

Section 2. The pay schedule and provisions contained in Addendum A will be the total compensation, minus longevity and other benefits. The schedule does not reflect the health insurance benefit for eligible bargaining unit employees as defined by state law.

Section 3. Non-exempt employees required to work in excess of 40 regular or holiday hours in any week shall earn compensatory time or overtime 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.

Subsection 1. Upon management request, consenting employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour work week, provided such consent is reduced to writing and bears the employee's signature.

Section 4. No overtime shall be worked without direction and prior approval of the Bureau Chief or their designee.

Section 5. If job related travel time is scheduled for other than the employee's normal work week, such travel time shall be compensated in accordance with the terms of this Article.

Section 6. The Employer will make a good faith effort to equalize the offer of scheduled overtime among employees in the same workstation and classification where training and ability are sufficient to do the work.

The Employer understands that overtime situations because of vehicle emergency, weather and/or road conditions are not within the control of the Employer or employee and may result in overtime.

Section 7. Management may grant flex time where an employee 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 until the employee has reached 40 hours of regular time.

ARTICLE 9 **HOLIDAYS**

Section 1. For pay purposes the following shall be recognized holidays of bargaining unit employees:

- 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.

If any days are added to or removed from the above list by the legislature, such changes shall become immediately effective.

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Section 3. 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. Eligible part-time employees shall receive benefits granted in this section on a pro rata basis.

Section 3. When an eligible full-time employee is required by the Employer to work on a holiday listed above, he/she will be paid at the rate of two and one-half times his/her regular rate of pay.

Section 4. Any eligible full-time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and his supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off.

Section 5. Full-time employees who work alternate work schedules such as four 10-hour days are only entitled to the eight-hour holiday benefit, in accordance with 2-18-603, MCA.

Section 6. 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 10 **LEAVES**

Section 1. JURY AND WITNESS DUTY. Employees summoned to serve as jurors or witnesses will be granted leave per 2-18-619, M.C.A.

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 accrued leave with advance supervisor approval.

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 shall be given to and acknowledged by the immediate supervisor or if the supervisor is not available the individuals designated to receive such calls. Management agrees to take appropriate steps to ensure 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. ANNUAL LEAVE. It is understood and agreed that an employee within the bargaining unit may choose to take at least two consecutive accrued weeks of annual leave per year. It is also understood that employees 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.

Subsection 1. Before requesting leave, employees must confirm that the leave to be requested is available by checking their personal leave balances and the leave calendar. The employee must indicate the type of leave to be taken (e.g., vacation,

sick, military, jury duty, Family and Medical Leave Act, leave without pay), the dates of the leave and the total hours to be taken from the designated leave category.

Subsection 2. The employee's immediate supervisor is responsible for review and approval of leave requests. The supervisor must approve or deny the request for leave and respond to the employee within one week of the request being submitted. If the request for time off is denied, the supervisor must respond to the employee in writing stating the reason the leave was not approved. The evaluation of the leave request for may be based on: (1) The business need and the availability of staff to cover duties when needed. (2) Prior holiday(s) that have been requested and/or approved to ensure all staff have the ability to take that time off. (Holidays recognized by the State of Montana can include the day prior or after the recognized holiday).

Subsection 3. For requests that are 0-14 days the request will be determined by the Office Manager. For requests that are more than 14 business days will be determined by the Office Manager with Regional and/or Administrative approval.

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

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

Section 6. MILITARY LEAVE. Military leave shall be granted in accordance with MCA. 2-18-614, 10-1-1009, and Montana Operations Manual Leave of Absence Without Pay Policy.

ARTICLE 11

GRIEVANCES AND ARBITRATION

Section 1. Having a desire to promote and maintain a harmonious relationship, the parties herein agree that they will properly attempt to adjust all disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement.

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 employee's immediate supervisor within 15 working days of the grievance. The immediate supervisor shall have five 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 management contact has been given opportunity to attempt resolution.

Step 2. If the grievance is not resolved at Step 1, a formal grievance may be presented in writing within 15 working days from the receipt of the management contact's response of Step 1 to the Bureau Chief. The Bureau Chief at the second step shall have 15 working days from the 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 his/her 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.

Step 5. 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 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 limits set forth in any step will entitle the employee to advance the grievance 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 a grievance under the provision 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 Bureau Chief of the State Labor Relations Bureau to submit a list of mutually acceptable Arbitrators.
2. If mutual agreement cannot be reached from this list of arbitrators, 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 30 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 of 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.
5. In the event the arbitrator charges a fee(s) for canceling an arbitration hearing, the parties are responsible for payment of the fees on a 50/50 basis.

ARTICLE 12 **EMPLOYEE RIGHTS**

Section 1. A probationary period shall be utilized for the most effective adjustment of a new employee, and for the discharge of such employee whose performance does not, in the judgment of the employee's supervisor, meet the required standard of performance. The probationary period shall last for one year.

Section 2. The Employer may discharge or suspend any employee with permanent status for just cause. 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, suspension or other punitive disciplinary action through the grievance procedure.

Section 3. An employee in a modified position who has worked for one continuous year, who is hired into a permanent position, will not be required to serve an additional probationary period.

ARTICLE 13 **SENIORITY, LAYOFF AND RECALL**

Section 1. Seniority means a member's length of continuous service since the last date of hire within the bargaining unit. Seniority shall not be considered lost if service is broken for a period of less than five working days.

Section 2. Seniority shall cease to accrue during a leave without pay or a permanent transfer out of the bargaining unit and shall be revoked upon termination, retirement or discharge for cause.

Section 3. When all considerations being equal, seniority shall be the final consideration in selection of employees for layoff within each classification of positions by geographic location. Geographic location is defined as the Helena Central office, and all exam station(s) in each city or town.

The Employer shall consider employees' work location, skills, qualifications, capabilities, performance, and seniority when making reduction-in-workforce or layoff decisions. The Employer shall first assess the work location, skills, qualifications, capabilities, and performance. If that assessment does not adequately distinguish between, or among, employees, Employer shall then consider the employees' seniority to make the decision.

An employee who transfers to avoid a layoff will be responsible for his/her own moving expenses.

Section 4. Recall from layoff shall be in reverse order of layoff. The Employer shall notify a laid off employee to return to work by sending a certified, return receipt letter to the last known address for the employee with a copy to the Federation and shall therein notify the employee that failure of the employee to notify the Employer of his/her intent to return to work within 10 calendar days of the mailing of said letter shall constitute a forfeiture of his/her right to return to work. Recall rights shall be limited to a period of one year following the date of layoff.

Section 5. The Employer shall give an employee subject to lay off a minimum of 21 calendar days advance notice and shall deliver a copy of such notice to the Federation, which shall be allowed an opportunity to comment.

Section 6. No permanent full-time employee shall be laid off as long as temporary, probationary or short-term employees are employed within the same series of classifications.

ARTICLE 14 **VACANCIES AND PROMOTIONS**

Section 1. All employees will be notified of all permanent new or vacant positions which could be considered to be a lateral transfer or promotion in the Department. This process is handled through normal human resources procedures. Modified employees will be given the same consideration as permanent employees.

Section 2. The Employer shall recognize performance, qualifications, experience and work location when awarding promotions or considering transfers when filling newly created or vacant positions.

Section 3. Transfers.

1. Members are eligible to elect a lateral transfer to another vacant position within the same classification and with comparable duties and responsibilities.
2. Transfers will be approved by the Bureau Chief.
3. Members within a classification are subject to transfer to any station or position, based on Bureau business needs.
4. Requests for transfer, applications for promotion, or out-of-classification positions must follow appropriate human resources practices.
5. Employees on probation or under a corrective action plan may not submit transfer requests for vacant positions unless approved by the Bureau Chief.

ARTICLE 15 **EVALUATIONS**

Section 1. Employees who attain permanent status will be evaluated throughout the year by their immediate supervisor. The purpose of the evaluation is to provide feedback in a timely and consistent fashion. Areas that may be addressed are: strengths, weaknesses, expectations, methods of improvement, and progress. MVD is using the MakeNOTE system for these performance-related written entries. Management has sole discretion in choosing performance appraisal systems. The pertinent comments regarding the evaluation will be written and the employee will acknowledge.

Section 2. Performance appraisals shall follow the appropriate human resources procedures including:

- a) Discussion of any performance-related entries if requested by either the immediate supervisor or the employee;
- b) Ability of the employee to submit a brief written statement in explanation or in rebuttal of the performance-related entry that will be attached to the performance-related entry;
- c) Access to or copy of the performance-related entries by the employee;

Section 3. If an employee disagrees with the performance entry and desires a review by a higher authority, he/she may process his/her objection through the grievance procedure.

ARTICLE 16
PROGRESSIVE DISCIPLINE

Section 1. No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating that he/she has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign. A copy of any such material shall be furnished to the employee upon request.

Section 2. An employee desiring that material which he/she feels is incorrect and should be removed from the personnel file of the employee, shall have the right to appeal it through the grievance procedure.

Section 3. Disciplinary letters shall be considered temporary contents of the personnel file of an employee and shall be destroyed by the request of the employee, no sooner than 12 months after they have been placed in the file. The employer may waive this provision if behavior is ongoing or a pattern is established.

Section 4. Material placed in the personnel files of an employee without conformity with the provisions of this Section will not be used by the Employer in any subsequent evaluation or disciplinary proceeding involving the employee.

ARTICLE 17
PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1. All employees shall be covered by the Public Employees Retirement System as provided in Section 19-3-411, M.C.A.

ARTICLE 18
OTHER

Section 1. If uniforms are required for specific positions, the Employer will provide uniforms or provide an annual allowance of \$500 for employees to purchase uniform items in accordance with specifications set by the Employer. The uniform allowance will also be provided to CDL Examiners and any employee who regularly performs CDL examinations / VIN inspections in harsh weather conditions. Uniform purchases are subject to approval by the Employer or supervisors designated by the Employer before reimbursement is provided. The uniform allowance will be prorated for part time employees.

Employees who are issued uniforms must present a neat and businesslike appearance, wearing all required uniform items, which must be kept clean and presentable.

Employees who are issued nametags shall, during duty hours, continuously display the nametags furnished by the Bureau.

Section 2. The Employer shall ensure reasonable access to the Federation and provide each employee access to an up-to-date policy manual of the rules, regulations and policies on employment related matters. The Federation shall be notified of any proposed

changes or additions to personnel rules, regulations and policies issued by the Department of Justice sufficiently in advance to allow discussion and comment by the Federation.

Section 3. A Bargaining unit member from both Driver License Section and Records and Driver Control Section shall be included on the Motor Vehicle Division safety committee as active and participating members.

ARTICLE 19 **LABOR MANAGEMENT COMMITTEE**

The Employer and the Union agree to the establishment of a Labor-Management Committee.

Section 1. The purpose of these Committees is to discuss any item of concern to either party and foster good communications between the Employer and the members of the bargaining unit. The Committee will not take the place of the grievance procedure or the collective bargaining process.

ARTICLE 20 **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 21 **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 understanding 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 21, or under applicable law on any succeeding agreement to take effect upon termination of this Agreement.

ARTICLE 22 **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 the intent to do so. In such case, the parties agree to give written notice at least at least 60 days prior to the

expiration date in order to renegotiate the Agreement. It is also agreed that the Federation and the Employer will meet to begin negotiations no later than 30 days after notice is given. 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 2024-2025 biennium.

THIS AGREEMENT is signed and dated this Sept 11, 2023

FOR: STATE OF MONTANA

FOR: MONTANA FEDERATION OF PUBLIC EMPLOYEES

DocuSigned by:
Austin Knudsen
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Austin Knudsen
Attorney General
Department of Justice

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Laurie Bakri, Administrator
Motor Vehicles Division

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Timra Thielke
MFPE

ADDENDUM A – BROADBAND PAY PROVISIONS
Drivers Examiners Bureau, and Greeters,
And License Permit Technicians of the Records and Driver Control Bureau,
Department of Justice – MFPE

This addendum represents the parties' complete agreement for the contract term concerning the placement, adjustment and progression of bargaining unit employees' pay. 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 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, all employees will be paid 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.

Schedule A Occupational Pay Rates Driver Services Bureau (DSB)			
SOC Job Titles	SOC Job Titles	Pay Rate July 1, 2023	Pay Rate July 1, 2024
License Permit Technician 2	Driver Examiner/CDL VIN Specialist	\$20.05	\$21.55
License Permit Technician 2	All other LPT2 (RDC)	\$18.01	\$19.51
License Permit Technician 2	Medical Desk Technician	\$19.34	\$20.84
License Permit Technician 1	Greeter	\$18.29	\$19.79

Section 3. Vacancy Incentive Pay. If the DSB bargaining unit vacancy rate reaches 30% or more, each employee will receive an additional \$1.50 per hour worked. Incentive pay will be triggered by the number of vacant full-time positions in the bargaining unit. The number of vacant positions will be determined on the first day of each pay period. The number of vacant positions, and correlated pay, will remain fixed for the remainder of that pay period regardless of any changes to the vacancy count. The incentive pay will be incurred for each hour worked in that pay period. The incentive will not be applied to leave hours.

Section 4. Training Pay. When an employee has been designated by the supervisor to train a new employee, the trainer will receive a \$.50 increase per hour the training is being conducted.

Section 5. Health Insurance. 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.

Section 6. Compensation rates. Employees will typically be compensated at the entry rate for the occupation as shown in Section 2, Schedule A. 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, band and work unit and the agency's ability to pay. No employee will be paid less than the rates shown in Section 2, Schedule A.

Section 7. 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 a pay increase when moving to the higher pay band for the new position unless the employee is promoted into a training assignment.
- (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.