

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE DEPARTMENT OF JUSTICE**  
**AND**  
**MONTANA FEDERATION OF PUBLIC EMPLOYEES**  
**Montana Law Enforcement Academy Employees Unit**  
**October 23, 2024 – June 30, 2025**

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## PREAMBLE

THIS AGREEMENT is made and entered into this *October 23, 2024*, between the State of Montana, Montana Law Enforcement Academy, hereafter known as the "Employer," and the Federation of Montana Law Enforcement Academy Employees, Montana Federation of Public Employees, hereafter known 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 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 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 Montana Law Enforcement Academy Employees as defined and certified by the Board of Personnel Appeals.

**Section 2.** The bargaining unit represented by the Federation shall be defined by the classifications provided by the Broadband Classification Policy, 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understood that the Employer's recognition of the Federation as exclusive representative for a bargaining unit shall be withdrawn if the Federation is decertified through the procedure established by the Board of Personnel Appeals.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 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 Federation members during their non-duty hours. However, 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 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 the Employer on bulletin boards currently used for employee notices. No derogatory information concerning the Employer shall be posted by the Federation. The Federation shall have the right to utilize the State's email system for the purpose of posting and communicating electronic notices. The Federation will comply with all State policies and practices regarding appropriate use of electronic communication. Under no conditions shall the email system be used to promote or oppose political candidates, ballot issues or referenda.

**Section 6.** 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 and intensive background investigation files, unless the issue involves such matters, and only where justification is advanced for such access by the Federation.

**Section 7.** The Employer agrees to provide a pool of 20 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.

**Section 8.** Designated Federation representatives shall receive ample opportunity to provide membership information to Federation represented positions during the employee onboarding process.

### **ARTICLE 3. FEDERATION SECURITY**

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

**Section 2.** Upon receipt of the MFPE Continuing Membership form signed and dated 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. 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 made at least 30 calendar days in advance of such change.

**Section 3.** The Employer, upon request, shall present the Federation with a list of names and addresses of all current employees covered by this Agreement, and shall update such list each month for all new hires.

**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.

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

**Section 1.** In compliance with State Statute 39-31-303, MCA. The Federation shall recognize the prerogatives of the agency to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees 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.
8. It is the exclusive right of management to formulate policy. Management agrees to administer policies equitably to all members of the bargaining unit.
9. Scheduling is the exclusive right of the Employer based on operational needs.
10. Such rights are retained by the Employer unless such rights are specifically relinquished in this Agreement.

## **ARTICLE 5. EMPLOYEE RIGHTS**

**Section 1.** Probationary Period New employees will be subject to a one-year probationary period. The probationary period may be extended for a maximum of six months. At any time during the probationary period an employee may be separated from service without recourse to the grievance procedure.

**Section 2.** Discharge or Suspension. The Employer may discharge any employee with permanent status for just cause only. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such actions. An employee with permanent status may appeal their dismissal or suspension, through the grievance procedure established in Article 18 of this agreement. This in no way limits Management's prerogative to lay off employees in accordance with Article 15 and the Reduction in Force MOM policy.

**Section 3.** Representation at Disciplinary Meetings. Employees, at their request, may have Federation representation present at investigatory interviews at which the employee reasonably believes will result in discipline. Additionally, if the Employer meets with an employee after an investigatory interview to discuss proposed discipline, the employee, upon request, may have representation present. It is understood that the employee cannot insist on any particular Federation Official but must accept representation from a Federation Official if one is available at the time of the interview or meeting.

## **ARTICLE 6. NON-DISCRIMINATION**

**Section 1.** No member of the Federation shall be discharged or discriminated against for participating in protected concerted activity.

## **ARTICLE 7. WORKDAY/WORK WEEK**

**Section 1.** The work week shall be 40 hours. Alternate work schedules may be mutually agreed

to by the Employer and employee.

**Section 2.** Upon mutual agreement, employees may be granted flextime where they may work longer on one day and shorter on another. An employee may only flex time within the same pay week. When flex time is used, an employee will not accrue overtime.

## ARTICLE 8. LONGEVITY

**Section 1.** Longevity allowance. In addition to the compensation determined in 2-18-303, MCA, a longevity allowance shall be provided according to 2-18-304, MCA.

## ARTICLE 9. OVERTIME AND COMPENSATORY TIME

**Section 1** Employees shall be paid at a rate of one and one-half times their regular rate of pay for all authorized time they work over their 40 hours a week.

**Section 2.** At the discretion and approval of the Employer, employees may be allowed to accrue cash overtime compensation for five (5) total weeks, per academy, while conducting: Police Vehicle Operations Course (PVOC), Defensive Tactics (DT), Firearms Range, offsite Patrol Tactics, and final scenario week.

**Subsection 1.** Compensatory time will accrue at the rate of one and one-half hours for each hour of overtime worked.

**Subsection 2.** Non-exempt compensatory time may not be accrued beyond 240 hours.

**Subsection 3.** Hours earned beyond 240 hours shall be paid out at the employee's regular rate of pay.

**Subsection 4.** Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final regular rate of pay.

**Section 3.** If the job-related travel time is scheduled for other than the employee's normal workweek, such travel time shall be compensated in accordance with the terms of this Article.

**Section 4.** Overtime or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

**Section 5.** At the discretion of the employer, employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour workweek.

## ARTICLE 10. INSURANCE

**Section 1.** Employer Insurance contribution: 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 11. HOLIDAYS**

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

New Year's Day.....	January 1
Martin Luther King Jr. Day.....	3rd Monday in January
President’s Day .....	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

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.

**Section 2.** The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Section 3. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rata basis. To be eligible for holiday pay an employee must be in pay status on the last scheduled working day immediately before the holiday and on the first regularly scheduled working day immediately after the holiday. Employees regularly scheduled to work 10-hour shifts shall be allowed to bank ten Holiday hours. Employees regularly scheduled to work 8-hour shifts shall be allowed to bank eight Holiday hours.

**ARTICLE 12. LEAVE**

**Section 1.** Annual Vacation Leave

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

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

Annual leave benefits for permanent part-time employees who have served the qualifying

period shall be prorated.

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

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

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

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

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

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

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

**Subsection 1.** Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted their sick leave, they may utilize their accrued vacation leave.

**Subsection 2.** Employees may utilize sick leave as a care giver for immediate family. Other circumstances may be approved by the Employer.

**Subsection 3.** In the event that an employee on vacation leave becomes ill, the employee shall be afforded the right to change their vacation leave status to sick leave status and to utilize available sick leave upon furnishing management acceptable medical certification, if required.

**Subsection 4.** 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 5.** Notification of absence because of illness shall be given as soon as possible to the immediate supervisor. The Employer agrees to take appropriate steps to ensure notification to employees of the names and telephone numbers of designated individuals.

**Subsection 6.** Employees who exhaust their accrued sick leave may apply for additional leave from the state sick leave bank in accordance with rules promulgated by the bank.

**Subsection 7.** An employee may not accrue sick leave while in a leave-without-pay status.

**Subsection 8.** The Employer will normally only require a physician's note to substantiate sick leave usage from an employee who has been away from work in excess of three days. Exceptions can be made at the Employer's discretion.

**Subsection 9.** Upon the approval of management, sick leave may be used to attend a funeral.

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

1. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due to the employee

from the Employer. However, if an employee elects to use vacation leave to serve on a jury, the employee may not be required to remit the juror fees to the employer. An employee is not required to remit to the employer any expense or mileage allowance paid by the court.

2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to use vacation leave to serve as a witness, the employee may not be required to remit the witness fees to the employer. An employee is not required to remit to the employer any expense or mileage allowances paid by the court.
3. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

**Section 4.** Maternity Leave. Maternity leave shall be granted in accordance with sections 49-2-310 and 49-2-311, M.C.A. Maternity leave - Unlawful Acts of Employers. It shall be unlawful for an Employer or his agent to:

**Subsection 1.** Terminate a woman's employment because of her pregnancy.

**Subsection 2.** Refuse to grant to the employee a reasonable leave of absence for such pregnancy.

**Subsection 3.** Deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the employer, may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties;

**Subsection 4.** Require that an employee take a mandatory maternity leave for an unreasonable length of time.

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

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

**Section 5.** Parental Leave. Parental leave shall be granted as per 2-18-606 M.C.A. Parental leave for State employees.

**Section 6.** Military Leave. Military leave shall be granted per 10-1-1009, MCA.

**Section 7.** Leave Without Pay

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

**Subsection 2.** Leaves of absence are approved at the discretion of the Division

Administrator. Requests for leaves of absence must be submitted in writing for approval. Written approval or denial will be given to the employee within ten working days.

**Section 8.** Upon approval of the Employer, employees may use vacation, accrued compensatory time, leave without pay, or Federation reimbursed paid leave while performing duties as a Federation Representative. Federation duties may include, but are not limited to, serving on constituted committees, serving as an officer, or attending Federation meetings or conferences.

### **ARTICLE 13. PERSONEL FILES, EVALUATIONS AND WARNINGS**

**Section 1.** An employee may request and receive a copy of their current position description at any time.

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

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

**Section 3.** DOJ is using the MakeNOTE system for performance-related written entries. Management has sole discretion in choosing performance appraisal systems.

**Section 4.** 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 5.** If an employee disagrees with the performance entry and desires a review by a higher authority, they may process their objection through the grievance procedure.

**Section 6.** 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 they have been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request.

**Section 7.** Disciplinary documents shall be considered temporary contents of the personnel file of an employee and shall be destroyed, at the request of the employee, no sooner 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 employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings.

**Section 8.** 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 14. JOB POSTING**

**Section 1.** All employees will be notified of all permanent new or vacant positions. This process is handled through normal Human Resources procedures.

**Section 2.** The Employer shall consider past discipline, experience, qualifications and performance in awarding promotions when filling newly created or vacant positions. Formal discipline not contained in the employee's personnel file and/or dated 12 months or more prior to the job posting shall not be considered or utilized.

#### **ARTICLE 15. 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 period of layoff or leave of absence that exceeds 60 calendar days or after a permanent transfer out of the bargaining unit except when leave without pay is due to active military leave or leave covered by the Family Medical Leave Act (FMLA). Employees who are recalled from a layoff or return from leave of absence of 60 calendar days or less, that is not active duty or FMLA related, will be credited for previously earned seniority. Seniority shall be revoked upon voluntary termination, retirement, or discharge for cause.

**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.** The Employer shall give an employee subject to lay off a minimum of 14 calendar days advance notice and shall deliver a copy of such notice to the Federation, which shall be afforded an opportunity to comment.

**Section 6.** 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 the intent to return to work within 14 calendar days of the mailing of said letter shall constitute a forfeiture of the right to return to work. Recall rights shall be limited to a period of two years following the date of layoff.

**Section 7.** No permanent employee shall be laid off while temporary or probationary employees are retained.

#### **ARTICLE 16. PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

**Section 1.** Employees shall be enrolled in the Public Employees' Retirement System as

provided by Title 19 Chapter 3, M.C.A.

## ARTICLE 17. NOTIFICATIONS

**Section 1.** The Employer shall ensure reasonable access to the Federation and each employee to current policies, rules, or regulations regarding 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/or comments.

## ARTICLE 18. GRIEVANCE AND ARBITRATION

**Section 1.** Having a desire to create and maintain harmonious labor relations, the parties to this Agreement agree they will promptly attempt to settle or adjust all complaints, disputes, controversies, or other grievances (hereinafter termed grievances) arising between them involving questions of interpretation, application or alleged violation of terms and provisions of this Agreement. In order to ensure that grievances are resolved as quickly as possible, the following procedure shall be used:

**Step 1.** A grievance shall first be taken up informally with the employee's immediate supervisor within 15 working days after the employee or Federation officer of the bargaining unit knew or should have known the facts which give rise to the grievance. Should the immediate supervisor be partially or materially the subject of the grievance, then the employee shall take the informal grievance to the next level in the chain of command. The supervisor shall discuss the grievance with the employee and/or Federation steward, and shall respond in writing to the employee, Federation president or president's designee, within 15 working days.

**Step 2.** If the grievance is not resolved at Step 1, then the grievance shall be presented in writing to the DOJ Chief of Staff, or their designee, within 15 working days of receipt of the Step 1 response. The Chief of Staff, or designee, shall respond in writing to the employee, the president or president's designee, and MFPE within 15 working days of receipt of the grievance.

**Step 3.** If the grievance is not resolved at Step 2, the grievance may be presented in writing to the Attorney General, or their designee, within 15 working days of receipt of the Step 2 response or written notification of the Chief of Staff disposition. The Attorney General, or their designee, shall respond in writing to the employee, the president or president's designee, and MFPE within 15 working days of receipt of the grievance.

**Step 4.** Should the Federation consider the decision of the Attorney General to be unsatisfactory, the Federation shall, within 15 working days of receipt of the decision, make a request to the DOJ Chief Human Resource Officer to take the grievance to mediation. If there is a cost associated, the parties will equally share the costs. Timelines for the grievance process will be extended until the mediation is complete and final.

**Step 5.** Should the Federation and MFPE consider the decision of the Attorney General (absent mediation) or mediation to be unsatisfactory, the Federation shall, within 15 working

days of receipt of the decision, notify the Attorney General and the DOJ Chief Human Resource Officer of its decision to take the grievance to final and binding arbitration.

**Section 2.** Rules governing grievance and arbitration processing.

**Subsection 1.** Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step. Working days are Monday through Friday, excluding holidays.

**Subsection 2.** Grievances submitted at Step 2 shall have the approval of the local Federation leadership.

**Subsection 3:** When appropriate, and upon mutual agreement between the parties, a grievance may begin at Step 2.

**Subsection 4.** A grievance not filed or advanced by the grievant within the time limits provided shall be considered to be withdrawn. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to the next step.

**Subsection 5.** 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.

**Subsection 6.** When the grievance is presented in writing, there shall be set forth all of the following:

- a. The name of the grievant(s).
- b. A complete statement of the grievance and facts upon which it is based.
- c. A reference to the article, section or policy violated.
- d. The rights of the individual claimed to have been violated.
- e. The remedy or correction requested.

**Subsection 7.** If a grievance is missing any of the required information listed in part E, the grievance will not be immediately accepted by the employer. The grievant will then have the remainder of the timeframe from the current grievance step, or an extension of three business days, whichever is greater, to make the appropriate corrections and resubmit.

**Subsection 8.** 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 provisions of this contract may not pursue the same grievance under another procedure.

**Subsection 9.** 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.

**Subsection 10.** Representatives of the Federation may enter into the grievance at any step of the procedure.

**Section 3.** Rules governing arbitration.

**Subsection 1.** Selection of an arbitrator. The parties shall request a list of five arbitrators from the Board of Personnel Appeals and alternately strike names from the list provided by the board. The remaining name shall serve as the arbitrator.

**Subsection 2.** Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the costs.

**Subsection 3.** The arbitrator may not add to, subtract from, or modify the terms of the Agreement.

**Subsection 4.** Any failure or refusal to abide by the terms of this grievance and arbitration procedure shall constitute a waiver by the party who breaches the Agreement, of the rights and constraints created by the above grievance and arbitration clause.

**Subsection 5.** Neither party shall be permitted to assert in the arbitration proceeding any additional issue, which was not submitted to the other party by Step 3 of the grievance procedures.

**Subsection 6.** No reprisals of any kind will be taken by the Employer against any person because of participation in this grievance procedure.

**Subsection 7.** Any hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present without loss of pay, including any and all witnesses. Discussion in the handling of a grievance, formally or informally, shall take place whenever possible during contractual hours.

## **ARTICLE 19. UNIFORMS**

The employer will provide employees with uniform shirts and other necessary gear. Uniform shirts and gear will be replaced by the employer when needed.

## **ARTICLE 20. 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, government legislative action or decree, such decision shall not invalidate the entire Agreement. It shall be the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

## **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 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 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 Justice 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 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.

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

**Section 3** 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 2026-2027 biennium.

**Section 4.** Employees engaging in a strike or work stoppage for wages and economic benefits may be permanently replaced. If the employer has retained bona fide permanent replacements, the economic strikers will not be entitled to reinstatement. Employees engaging in a strike or work stoppage to protest an unfair labor practice can neither be discharged nor permanently replaced.

## **ARTICLE 23. TERM**

This Agreement shall be effective as of the October 23, 2024 and shall remain in full force and effect through the 30th day of June 2025, either party shall notify the other in writing at least 60 days prior to the expiration date that they desire to renegotiate this Agreement. If the Federation gives such notice, it agrees to notify the Attorney General and the Chief of the State Office of Labor Relations, in writing, of such requested negotiations.

THIS AGREEMENT is signed and dated this November 8, 2024.

FOR: STATE OF MONTANA

FOR: MFPE

Signed by:  
*Austin Knudsen* 11/21/2024  
858E901192A1400...  
Austin Knudsen  
Attorney General  
Department of Justice

Signed by:  
*Amanda Curtis* 11/12/2024  
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## **ADDENDUM A**

### **BROADBAND PAY PROVISIONS**

#### **MLEA Trainers – Montana Federation of Public Employees**

This addendum represents the parties' complete agreement for the 2024-2025 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. Terms and Conditions.** Employees who have retired, transferred or terminated from their employment as a Trainer as of the date of execution of this agreement are not eligible for any compensation benefits conferred herein, even if they were employed and a member of the bargaining unit during a time period covered in this pay provision or agreement.

**Section 3. Compensation.** The department shall increase each bargaining unit employee's base pay rate to \$35.25 effective the first full pay period after the contract ratification date.

**Section 4. 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.