LABOR AGREEMENT

between

STATE OF MONTANA,

DEPARTMENT OF JUSTICE,

and

MONTANA PUBLIC EMPLOYEES ASSOCIATION

for

FIELD OPERATIONS BUREAU DRIVERS EXAMINERS, AIDES,

& CLERKS

and

CLERKS OF THE RECORDS AND DRIVER CONTROL BUREAU

2013-2015

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DEPARTMENT OF JUSTICE,
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MONTANA PUBLIC EMPLOYEES ASSOCIATION
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July 1, 2013- June 30, 2015

PREAMBLE

THIS AGREEMENT is made and entered into this 10th day of January 2014, between the State of Montana, the Department of Justice, Motor Vehicle Division, hereinafter referred to as the "Employer," and the Montana Public Employees Association, hereinafter referred to as the "Association". 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 Association as the sole and exclusive representative of all Department of Justice, Motor Vehicle Division, Field Operations Bureau, License Certification Permit Specialists (Driver Examiners, CDL Examiners); License Certification Permit Technicians (Examiner Aides); License Certification Permit Clerks (Examiner Aides & Examiner Clerks) and Administrative Support Positions in the Records and Driver Control Bureau, excluding employees who are normally scheduled to work less than 20 hours per week, temporary employees, supervisory, managerial, and all other employees.

ARTICLE 2
ASSOCIATION RIGHTS

Section 1. In the event the Association designates a member employee to act in the capacity as official spokesperson for the Association 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 agency director immediately after their election and the agency director shall be notified of any changes of said representatives within seven calendar days.

Section 3. The internal business of the Association 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 Association'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 Association 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, and only where justification is advanced for such access by the Association.

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

ARTICLE 3
ASSOCIATION SECURITY

Section 1. All bargaining unit members currently employed and presently paying dues covered by the terms of this Agreement shall continue to pay dues or a representation fee to the Association each month the contract is in force.

Section 2. 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 Association by such employee for dues or representation fee. The Employer will remit to the Association such sums within 30 calendar days. Changes in the Association membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be at least 30 calendar days in advance of such change.

Section 3. All employees covered by the terms of this Agreement shall within 30 days of the signing of this Agreement, or within 30 days of employment, whichever is later, pay dues or the representation fee to the Association. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after the 30-day period specified above. The Employer shall initiate appropriate discharge actions under this Section to insure discharge of the affected employee(s) on the 30th day from receipt by the Employer of the Association's written notice of default and demand for discharge.

Section 4. The Association 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 Association 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 manage, direct, and control the business in all particulars, in such area 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 continuations of such work would be inefficient and unproductive;

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. maintain 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
NO STRIKE/NO LOCK-OUT

Section 1. During the term of this Agreement, neither the Association 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 Association 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 Association shall be discharged or discriminated against for upholding Association principles. The Employer and the Association affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training.

Section 2. In accordance with the provisions of the Governmental Code of Fair Practices, the Employer shall recruit, appoint, assign, train, evaluate and promote its employees on the basis of merit and qualifications, without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin and ancestry.

ARTICLE 7
WORK DAY/WORK WEEK

Section 1. 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, except as may be specifically provided for herein or by statute.

Section 2. A regular workday shall consist of eight hours of continuous work. Employees shall be granted a meal period not counted as part of the workday. It is understood that a variable work schedule may be mutually agreed to by an employee and the Employer, as long as such schedule totals 40 hours for a week. Variable work schedules could include four 10-hour days. The Employer reserves the right to discontinue alternate work schedules with 15 working days' written notice. The employee and management may discontinue an alternative schedule sooner, with mutual agreement in writing and signed, waiving the 15-day notice requirement.

Employees will be allowed one 15-minute rest break in each half of the workday. Management will make a concerted effort to provide a.m. and p.m. breaks. Such breaks

may only be taken during slack work times and must be interrupted in order to provide services to clients.

Section 3. A regular workweek shall consist of five regular workdays, Monday through Friday inclusive, totaling 40 hours. A regular workweek will normally be assigned; however, the Employer may establish a designated workweek of five consecutive days, Tuesday through Saturday. If a designated workweek, which includes a Saturday, is established, assignments to this designated workweek will be made by mutual agreement. In the event assignments by mutual agreement do not complete the coverage for a designated workweek, assignments will be made on a rotating basis. The rotation shall occur in inverse order of seniority, with least-senior employees starting the rotation.

Holiday benefits for employees who work alternate schedules will be provided in accordance with Article 9.

Section 4. Employees placed on a regular work schedule shall not have their work schedule changed unless given 10 working days notice of the change, except in emergency situations, relief situations, or unless mutually agreed.

ARTICLE 8
COMPENSATION AND OVERTIME

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, for the fiscal years 2012 and 2013. The schedule does not reflect the health insurance benefit for eligible bargaining unit employees as defined by state law.

Section 3. Whenever an employee receives a pay increase due to promotion, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 4. Full-time employees who are called out for work and report outside the regular shift shall be paid for a minimum of two hours at a rate of one and one-half times the regular rate of pay, except for holidays, as enumerated in Article 9, which will be paid at two and one-half times the regular rate of pay. Each hour after two hours shall also be paid at the above rates. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the workday or to assignments given in advance.

Section 5. Overtime shall be paid at a rate of one and one-half times the regular rate of pay for any time worked over eight hours per day, or 40 hours per week. However, it is understood that when a variable work schedule is established by mutual agreement with the employee, then overtime after eight hours would not apply.

Subsection 1. Authorized holiday leave, sick leave, annual leave or accrued compensatory time shall constitute time worked when computing overtime credits under this Article.

Subsection 2. 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 6. 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 7. The Employer will make a good faith effort to equalize the offer of scheduled overtime among employees in the same work station and classification where training and ability are sufficient to do the work. Scheduled overtime must be approved in advance by the employer when employees accept offered overtime.

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. Such unforeseen situations shall not be construed by the Employer as an abuse of overtime.

ARTICLE 9
HOLIDAYS

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

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
Washington's/Lincoln'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
General Election Day	In even-numbered years

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 by the Employer from the employee shall constitute just cause for immediate discharge, 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 at least four hours in advance of the beginning of the employee's shift.

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. Annual leave for summer months (June - August) may be restricted to the two calendar weeks. When summer leave has been scheduled, a member transferring to a new district or section may not over-ride any approved leave already awarded to a member in the district or section the employee transfers into.

Subsection 2. Leave requests for summer vacations (June - August) shall be submitted by March 1st and seniority shall prevail within each district and central office section. Leave time will be approved on a "first request basis" after March 1st.

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 immediate discharge, 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 per 10-1-604, M.C.A., and Montana Operations Manual Vol. III, Policy 3-0321.

ARTICLE 11
GRIEVANCES AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, 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.

Subsection 1. For purposes of applying the grievance procedure to members of two separate Bureaus, Field Operations Bureau members shall contact the Regional Managers at Step 1 and the Field Operations Bureau Chief at Step 2. Central office personnel shall contact the Clerk Supervisor at Step 1 and the Records and Driver Control Bureau Chief, at step 2.

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 identified management contact within 15 working days of the grievance. The management contact shall have five working days to respond. All grievances must be discussed with the management contact 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 informally, a formal grievance may be presented in writing within 10 working days from the receipt of the management contact's response of Step 1 to the Step 2 designated management representative. The Management representative at the second step shall have 10 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 10 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 10 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 Association consider the decision of the Attorney General or designee unsatisfactory, the Association 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 Association'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
JOB SECURITY

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 only 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 Association of the removal of an employee for cause. An employee with permanent status may appeal his/her dismissal, suspension or other punitive disciplinary action though the grievance procedure.

ARTICLE 13
SENIORITY, LAYOFF AND RECALL

Section 1. Seniority means a member's length of continuous service since the last date of hire with the Motor Vehicle Division. 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. (A) Seniority shall be the controlling factor 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.

(B) It is agreed, in the event a layoff is necessary, the Employer has the discretion to choose the work location and classes which will be affected. If the incumbent of a selected position has more seniority than an employee in the same class, the affected employee may elect to transfer, or bump a lower graded position in the same work station provided the bumping does not displace an

employee with more seniority, and the bumping employee has served in the bumped classification prior to the Reduction in Force. If the affected employee elects to transfer, he/she may only bump an employee with less seniority in the same classification the employer is eliminating. In that event, the least senior employee will be laid off. An affected employee must notify the Employer of his/her intention to transfer within 10 working days after receiving the notice of layoff. 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 Association 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 two years following the date of layoff.

Section 5. The Employer shall give an employee subject to layoff a minimum of 21 calendar days advance notice and shall deliver a copy of such notice to the Association, 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 full-time positions which could be considered to be a lateral transfer or promotion in the Department, seven working days before the closing of applications for such positions. Notice of interest must be received electronically via email by the end of the seventh working day. This section shall not apply to vacancies in band 2 Clerks.

Section 2. Seniority, qualifications and capabilities shall be the controlling factors in filling new or vacant permanent positions within the bargaining unit.

Section 3. All permanent and temporary positions and their respective district or Central office location will be designated in writing.

Section 4. 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 involving employees of the Field Operations Bureau or Records and Driver Control Bureau will be approved by the Chief of the appropriate Bureau.

3. Members within a classification are subject to transfer to any station or position, based on Bureau business needs.

4. Bureau Chiefs shall inform members when a vacancy and/or duty assignment exists in a particular work location. The vacancy announcement shall identify the work location, duties, whether the announcement is for a transfer or selection, and prescribe a date on which the requests must reach the central office. All vacancies shall be advertised at least seven working days before closing. Notice of interest must be received electronically via email by the end of the seventh day. This section shall not apply to vacancies in band 2 Clerks.

5. Requests for transfer shall be in writing and must be forwarded to the appropriate Chief of the Bureau in which the employee works. Applications for promotion or out of classification positions will be directed to the Department Personnel Section.

6. Employees on probation or under a corrective action plan may not submit transfer requests for vacant positions unless approved by the Bureau Chief.

7. The determining factor in awarding transfers shall be seniority. If two members with equal seniority request a transfer to the same station or position, the transfer shall be made at the discretion of the Bureau Chief.

ARTICLE 15
RATINGS AND WARNINGS

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

Section 2. Unless otherwise established or modified the statewide performance evaluation system or another system approved by the Personnel Division shall be utilized by the Employer in evaluating employees.

Section 3. Performance appraisals shall be prepared by the employee's immediate supervisor and reviewed by the next higher supervisor. The results of the evaluation shall be provided to the employee in the form of a copy of his/her performance appraisal. The immediate supervisor shall discuss the evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. If the employee 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. If an employee disagrees with the performance appraisal evaluation and desires a review by a higher authority, he/she may process his/her objection through the grievance procedure.

Section 5. 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 it. A copy of any such material shall be furnished to the employee upon requests.

Section 6. 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 7. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel file of an employee and shall be destroyed no later than 12 months 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 actions 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 16
PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1. All employees shall be covered by the Public Employees Retirement System as provided in Section 19-3-101 through 1404, M.C.A.

ARTICLE 17
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 and 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 Association shall have access to the State Employee Group Benefit Advisory Council at its quarterly meeting and shall through that statutorily established channel have formal input relative to health insurance.

Section 3. When personal car use is necessary, the employee shall be compensated according to State law and policy.

Section 4. The Employer shall ensure reasonable access to the Association and provide each employee access to an up-to-date policy manual of the rules, regulations and policies on employment related matters. The Association 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 Association.

Section 5. 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 Association.

Section 6. A Bargaining unit member from both the FOB and RDCB shall be included on the Motor Vehicle Division safety committee as active and participating members.

NEW ARTICLE 18
LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to the establishment of two Labor-Management Committees: One in the Field Operations Bureau and one in the Records and Driver Control Bureau.

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.

Section 2. The Labor-Management Committee will be comprised of up to three representatives from Management and up to three members appointed by the Union.

Section 3. The Committee will meet at a mutually agreeable time, place and date within a reasonable length of time following the request of either party. The meeting will be scheduled 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 will be made to the representatives at least 10 days prior to the meeting.

ARTICLE 19
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 20
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 Association 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 21
TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of the 1st day of July, 2013, and shall remain in full force and effect through the 30th day of June, 2015. 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 not sooner than 120 and no less than 90 days prior to the expiration date in order to renegotiate this Agreement. It is also agreed that the Association will meet to reopen negotiations in sufficient time to permit adequate negotiations on economic matters. The Association shall have the right to engage in concerted activity after December 31, 2014, for matters pertaining to wages and economic benefits in the 2016-2017 biennium.

THIS AGREEMENT is signed and dated this 10th day of January, 2013 ~~4~~ 5th

FOR: STATE OF MONTANA

Tim Fox
Attorney General
Department of Justice

State Office of Labor Relations

Brenda Nordlund, Administrator
Motor Vehicles Division

FOR: MONTANA PUBLIC EMPLOYEES ASSOCIATION

Quinton E. Nyman
Executive Director

MPEA Field Representative

ADDENDUM A – BROADBAND PAY PROVISIONS

Field Operators Bureau Drivers Examiners, Aides and Clerks,
And Clerks of the Records and Driver Control Bureau,
Department of Justice – MPEA
July 1, 2013 through June 30, 2015

This addendum represents the parties' complete agreement for the 2013-2015 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 Ranges
July 2013 through June 2015

SOC Job Code	SOC Job Title	Working Titles	Band	Entry	Target
434312	License Permit Clerk	Driver Control Clerk	2	$11.69	$12.98
434313	License Permit Technician	Medical Desk Technician, CDL Help Desk Technician, Drivers License Clerk, Examiner Aide	3	$11.71	$15.15
439612	Administrative Clerk	Driver History Clerk	2	$11.69	$15.18
434314	License Permit Technician	Driver License Examiner, Relief Examiner, CDL Examiner	4	$13.60	$17.61

Subsection 1. Base pay for lead workers in same occupational pay range and band. The pay range for lead workers shall be established at between 5% above the lowest paid and 5% above the highest paid employee in that work unit. For purposes of this section, the medical desk technician shall be treated the same as a lead worker.

Section 3. Hiring rates. Employees new to state government will typically be hired 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.

Section 4. Training assignments. The Department may establish written training assignments to enable an employee to gain the additional experience and training required for the job. In these cases, the Department may set the employee's base pay rate below the minimum entry rate for a period of time not to exceed one year, and may allow for periodic increases as the employee meets training assignment milestones. At the completion of the training assignment, the employee's pay will be set no less than the entry rate of pay for the occupational pay range.

Section 5. 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 band for the same job class 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 as described in Section 5 above.

(b) **Transfers into positions in the same pay band.** An employee who is temporarily or permanently transferred to a position in the same pay band 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.

(d) **Differential pay.** When management asks for volunteers to provide coverage in a driver exam station other than the one in which the employee is assigned, that employee will receive a $12 differential per day.

Section 6. Should Section 2-18-303 MCA be amended to permit wage increases the parties agree to negotiate the application of that amendment.