

## 2025 – 2027

**SUPPLEMENTAL TO THE MASTER AGREEMENT  
between the  
STATE OF MONTANA  
MDT MOTOR CARRIER SERVICES (MCS)  
ENFORCEMENT OFFICERS  
and the  
MONTANA FEDERATION OF PUBLIC EMPLOYEES**

### **ARTICLE 1. IRREGULAR WORKDAY/WORKWEEK**

**Section 1.** Employees may work an irregular workweek or irregular workday. For the purposes of this Article, irregular workdays and irregular workweeks are hours and days other than 8:00 am to 5:00 pm Monday to Friday.

**Section 2.** In work areas where a regular workweek, a designated workweek, or a regular workday is not feasible, employees may be assigned to an irregular workweek or irregular workday by mutual agreement.

**Section 3.** In the event mutual agreement is reached, the Employer will be liable only for overtime accrued under the Federal Fair Labor Standards Act.

**Section 4.** In case mutual agreement cannot be reached with any employee, the employee with the least seniority within a class will be assigned the duty.

**Section 5.** When MCS Enforcement Officers are engaged in work that qualifies for an FMSCA Grant specifically for an overtime special activity, overtime will be paid by funds made available via the respective grant. The overtime may not be designated as compensatory time. Opportunity for overtime covered by federal grants will be apportioned according to Article 8, Section 4 of the Master Agreement.

### **ARTICLE 2. SCHEDULING**

**Section 1.** It is agreed to implement a self-scheduling incentive. Self-scheduling is the mechanism by which employees create their own work schedules for each workweek.

**Subsection 1.** Employees that are at or above 125% for the quarterly performance standards in each of the three categories are eligible for self-scheduling. The three categories are 1) total number of safety inspections 2) fixed or portable weights and 3) dyed fuel checks.

**Subsection 2.** At the end of a quarter, if an employee falls below 125% in any category, they will not be eligible for the self-scheduling incentive until the end of any future quarter in which they are at or above 125% in all categories.

**Subsection 3.** If an employee averages at or above 150% for the year, they will receive 10 hours of annual leave time. If an employee averages at or above 200% for the year, they will receive 20 hours of annual leave time.

**Section 2.** District supervisors shall be responsible for scheduling officers not eligible for the self-scheduling incentive.

**Section 3.** Employees who are eligible for self-scheduling shall submit their proposed monthly base schedule to management a minimum of 35 days in advance of a new month. Employees may opt out of self-scheduling at their discretion and choose to have the supervisor create a schedule on their behalf. Base schedules will be posted by management 30 days in advance for a period covering one month.

**Section 4.** Employees who are eligible for self-scheduling may change posted shifts by giving notice to management at least 24 hours prior to the beginning of the employees work shift. All changes to assigned shifts should be posted on the schedule prior to the beginning of the employees work shift.

**Section 5.** A workweek is defined as Saturday 12:01 a.m. to Friday at midnight and a workday is defined as 12:01 a.m. to midnight for each day of the week. Employees shall not have more than 40 regular hours in a workweek, nor schedule more than 10 hours of regular time in a workday. In special circumstances, if an employee works more than 10 hours in a workday the employee must notify management of the schedule change and the employer is not liable for overtime/compensatory time during that workday.

**Section 6.** In special circumstances, if an employee works more than 10 hours in a workday, the employee must notify management of the schedule change, and the employee is not liable for overtime/compensatory time during that workday unless 40 regular hours are exceeded for the workweek. Employees exceeding scheduled hours during a workday may adjust future days' schedules or claim overtime after exceeding 40 regular hours.

**Section 7.** Officers may be assigned away from their normal work site on a temporary emergency basis by giving at least 24 hours prior notice.

**Section 8.** When placing an employee on special assignment, an employee's scheduled days off shall not be temporarily changed solely for the purpose of avoiding the overtime provisions of this Agreement, unless mutually agreed upon.

**Section 9.** No employee shall be scheduled to work a shift by the employer without at least a 10-hour duty free break, unless mutually agreed upon.

**Section 10.** Scheduled workdays and hours for training shall be determined by the supervisor. Scheduled workdays and hours for Concentrated Enforcement Activities (CEA) shall be determined by the CEA coordinator or supervisor. Scheduling for trainees during the Field Training Officer (FTO) phases shall be determined by management in collaboration with the FTO.

### **ARTICLE 3. CALL-OUT PAY**

**Section 1.** Employees who are called out for work outside the regular shift shall be paid for a minimum of three hours at a rate of one and one-half times the regular rate of pay, except for holidays, which will be paid at two and one-half times the regular rate of pay. Each hour after three hours shall also be paid at the overtime rates. It is understood that this provision does not apply to overtime work, which is contiguous with the regular or designated workday. Court overtime is not eligible if cancelled with more than a 24-hour notice.

### **ARTICLE 4. DIFFERENTIAL PAY**

**Section 1.** If an employee is required to perform duties normally assigned to a higher level, occupation band or pay band for an entire shift, the employee shall be paid at the appropriate higher level, occupation band or pay band according to MDT's promotion policy for all such hours worked. For purposes of administering this provision, "entire shift" does not include anticipated overtime hours.

To be eligible for differential pay, the following shall apply:

1. The employee must be selected and authorized by a management designee to fill the higher graded job and formal written records of such full-time and temporary reassignments must be kept.
2. The authorization must be for the employee to fill a vacancy or to assume the duties and responsibilities of a higher graded position.
3. The employee must assume the duties and responsibilities of the higher graded position.
4. The eligibility for the differential shall not be based on activities but rather on the assumption of the duties and responsibilities of the higher position.
5. MCS Officers who serve as Active Instructors will be compensated an additional \$1.00 per hour in addition to their base salary for each hour they perform assigned Active Instructor duties, including travel time to and from training. The assignment of Active Instructor duties will be at management's sole discretion.

Active Instructors include CVSA, Firearms, Defensive Tactics, MILO simulator, MPAT Proctor and PVOC.

6. MCS Officers who serve as FTO's (Field Training Officer) will be compensated an additional \$1.50 per hour in addition to their base salary for each hour they perform assigned Active Instructor duties, including travel time to and from training.
7. All hours worked Monday through Friday between 10:00 PM and 6:00 AM shall be compensated at an additional \$1.00 per hour.
8. All hours worked between 12:01 AM Saturday and 11:59 pm Sunday shall be compensated at an additional \$1.00 per hour.

## **ARTICLE 5. EDUCATIONAL LEAVE**

**Section 1.** The Employer may grant leaves with pay for attendance at a college, university, business school, or vocational school for the purpose of training in subjects related to the work of the employee and which will benefit the employee and the Employer.

## **ARTICLE 6. SENIORITY AND LONGEVITY**

**Section 1.** For personnel actions involving MCS Officer positions, seniority shall be defined as length of service as a MCS Officer. Seniority accrued as a MCS Officer will not apply to other bargaining unit positions or actions where seniority is a consideration.

**Section 2.** For the purpose of Section 4 of Article 13 of the Master Agreement, the five districts presently defined by the Department of Transportation and Helena Headquarters are the geographical areas identified for purposes of layoff.

**Section 3.** In accordance with the Master Agreement, employees shall be recalled by classification within geographic location. If a vacancy is not filled by recall as defined above recall rights shall be extended according to the following:

1. First, to laid-off employees in a higher graded classification in the same class series within the same geographic location.
2. Second, to laid-off employees in the same classification in any geographic location.
3. Third, to laid-off employees in a higher graded classification in the same class series in any geographic location.

Recall rights in all cases shall be for a period of two years from the date of layoff.

**Section 4.** In addition to recall, a laid-off employee will receive a preference for reemployment with the bargaining unit for a period of up to two years following the date of layoff. Any bargaining unit member in RIF status who applies for a position within the bargaining unit will have five percentage points added to their final score on a scored selection procedure, as long as they meet minimum qualifications and receive passing scores on each step of the selection process.

**Section 5.** In addition to recall, a laid-off employee shall receive a preference for reemployment with the Transportation Department Non-Maintenance bargaining unit for a period of up to two years following the date of layoff. A laid-off employee who is subsequently reemployed by the Transportation Department shall retain their seniority and employment benefits including, but not limited to longevity.

**Section 6.** A laid-off employee who is rehired, pursuant to Section 4 above, in a position at a lower grade than the position held by the employee at the time of layoff, shall still be entitled to their recall rights as set forth in Article 13, Section 5, of the Master Agreement and the Transportation Department Supplemental contract, Article 6, Section 4.

## **ARTICLE 7. HOLIDAYS WORKED**

**Section 1.** Employees will receive eight hours of holiday pay. Employees who work on recognized holidays will be paid two and one-half times their regular rate of pay for all hours worked.

**Section 2.** Recognized holidays for the purposes of pay and scheduling on New Year's Day, July 4th, Veterans Day, and Christmas shall be observed on the calendar day of the holiday (January 1st, July 4th, November 11th, and December 25th).

**Section 3.** Employees who work a 10-hour shift may be able to flex or use two hours of leave during a holiday week as agreed to by the supervisor, under the following circumstances:

1. The additional two hours are worked during the work week of the holiday.
2. Flexing does not put the employee into overtime.
3. Employee only receive 8 hours of holiday pay.

## **ARTICLE 8. REST BREAKS**

**Section 1.** Where feasible, Transportation Department employees will be granted one rest break in the first four hours and one rest break in the second four hours of the scheduled workday. Duration of rest breaks will not exceed 15 minutes. Rest breaks will not be allowed to extend lunch periods or allow for early departure or late arrival. Rest breaks will be taken on the job location.

## **ARTICLE 9. ASSOCIATION/MANAGEMENT COMMITTEE**

**Section 1.** It is agreed that no more than five bargaining unit members will be allowed to serve on paid time basis if they are normally scheduled to work, to confer with Management on day-to-day type problems.

**Section 2.** Meetings will be held, when necessary, on a mutually agreeable date, time and place. Agendas for said meetings must be submitted by the requesting party no less than 10 working days prior to the meeting date.

**Section 3.** It is understood that this committee does not take the place of the grievance procedure. Any decisions reached by the committee in resolving day-to-day type problems shall not alter the terms of this Agreement and will be advisory only.

## **ARTICLE 10. OVERTIME/COMPENSATORY TIME**

**Section 1.** Non-exempt employees shall be paid a rate of one and one-half times their regular rate of pay only for time worked exceeding 40 regular hours, which also includes sick leave, vacation, compensatory leave, in a workweek. Overtime/compensatory time will not be paid for exceeding any scheduled hours worked during the workday.

**Section 2.** Overtime and vacation time shall not be scheduled in advance during the same week unless mutually agreed upon by the employee and the supervisor.

**Section 3.** Employees will have the right to choose whether they to receive compensatory time or overtime pay for all hours after 40 hours and will identify their choice utilizing the correct payroll code. MCS Officers will receive overtime pay in accordance with Article 8, Section 1 of the MFPE Master Agreement.

**Section 4.** MCS Officers may accrue compensatory time up to a maximum of 100 hours.

## **ARTICLE 11. LEAVE WITHOUT PAY**

**Section 1.** All accrued annual leave and compensatory time will be taken before a request for leave without pay will be considered. Exhaustion of annual leave is not a prerequisite for consideration of leave without pay requests for bona-fide union activities.

## **ARTICLE 12. RATINGS, WARNINGS AND SUSPENSIONS**

**Section 1.** 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 24 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 action or behavior patterns or is applicable to pending legal or quasi-legal proceedings.

**Section 2.** The Employer may place an employee on administrative leave with or without pay for the purpose of investigating.

**Subsection 1.** Whether administrative leave will be with or without pay will be determined based on the severity of the allegations.

**Subsection 2.** Administrative leave with pay pending an investigation shall be used in most cases. However, when the outcome of the investigation would result in a recommendation of termination, administrative leave without pay pending an investigation may be administered.

**Subsection 3.** Administrative leave with pay for investigatory purposes should not exceed five working days. The Employer may utilize an investigatory administrative leave without pay during investigations for a maximum of 20 days.

**Subsection 4.** This Section does not constitute a waiver of the Employer's right to impose discipline, including disciplinary suspension. The administrative leave without pay is not subject to the grievance procedure.

## **ARTICLE 13. PROBATIONARY PERIOD**

**Section 1.** All new MCS Officers, including those who have attained permanent status in an agency and who transfer to the Department of Transportation, MCS, must serve a probationary period of at least one year from the date of hire. An additional probationary period of three months may be served upon successful completion of the Law Enforcement Academy. § 7-32-303, MCA.

## **ARTICLE 14. TRANSFERS**

**Section 1.** Purpose: The purpose of this policy is to provide a procedure for the lateral transfer of MCS officers before newly vacated or created MCS positions are posted in accordance with Article 14 of the Master Agreement.

**Section 2.** Application: These transfer procedures will apply to all lateral transfers of MCS officers except transfers from stationary scale to mobile patrol positions. Such excepted transfers shall be posted and filled in accordance with the provisions outlined in Article 14 of the Master Agreement.

**Subsection 1.** A list of work locations will be developed.

**Subsection 2.** Each MCS officer will be given the opportunity at least once annually to place their name on a transfer list for any work location except where the Department is paying strategic pay for retention purposes. In these situations, the employee is only allowed to laterally transfer to another location once every three years unless otherwise authorized by the Department. Strategic pay under these circumstances will be a minimum of \$1.00 per hour, at the Department's discretion.

**Subsection 3.** If the Department determines it is necessary to fill MCS officer positions, the hiring authority must first choose to fill those positions from names on the transfer list.

**Subsection 4.** If more than one worker is on the transfer list, then the hiring authority must hire the most senior employee from the list.

**Subsection 5.** MCS officers may be allowed to transfer from one location to another before 12 full months following their last transfer. The transfer request will be considered on a case-by-case basis.

**Subsection 6.** If there are no names on the transfer list, Management can post and recruit for that position, as per the Master Agreement and this Supplemental Agreement.

**Subsection 7.** Probationary patrol officers do not receive seniority for patrol positions in the bid process.

**Subsection 8.** MCS officers will be paid relocation and moving allowances in accordance with Article 16 of the Supplemental and under the following circumstances:

1. When the work location is changed as a result of promotion.
2. When the work location change is management-initiated.

3. Movement from a scale operator to patrol position will be considered a promotion for purposes of applying this provision.

## **ARTICLE 15. VACANCIES**

**Section 1.** Article 14, Subsection 3 of the Master Agreement will not apply to MCS Enforcement Officers and members of the Non-Maintenance Unit. All members of each unit (MCS Enforcement Officers & Non-Maintenance Employees) will be eligible to apply for positions in the other contract. All job postings will be posted for at least seven days.

## **ARTICLE 16. RELOCATION AND MOVING ALLOWANCE**

**Section 1.** The Employer and the Federation agree that all matters relating to relocation and moving will be addressed according to departmental policy.

## **ARTICLE 17. OTHER EXPENSES**

**Section 1.** Each enforcement officer of MCS will be allowed \$75 per month for expenses incurred through banking, court appearances and other travel costs. This allowance covers costs related to uniform maintenance and repair. In addition, the Employer will provide or reimburse purchase with receipts up to \$200 annually for appropriate CVSA inspection gloves and duty foot or boot wear. Authorized officers will be reimbursed for all receipts for money orders.

## **ARTICLE 18. PAY ADJUSTMENTS AND HEALTH INSURANCE**

**Section 1.** Effective on the first day of the first complete pay period that includes July 1, 2025, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2026, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater.

**Section 2.** The monthly Employer contribution for group benefits will increase to \$1080 for the 2026 plan year and \$1107 for the 2027 plan year.

The monthly State of Montana employee contributions will increase for 2026 and 2027 plan years. The tables below break out the monthly increase both before and after the wellness incentive which increased to \$60 per month for the 2026 and 2027 plan years.

The cost of employee-only coverage will be covered by the Employer contribution, after the wellness incentive is applied.

<b>Employee Monthly Contributions Before Wellness Incentive</b>		
<b>Contribution Type</b>	<b>2026 Plan Year Contribution</b>	<b>2027 Plan Year Contribution</b>
Employee Only	\$60	\$60
Employee and Spouse	\$318	\$326
Employee and Children	\$134	\$138
Employee and Family	\$397	\$407

<b>Employee Monthly Contributions After Wellness Incentive</b>		
<b>Contribution Type</b>	<b>2026 Plan Year Contributions</b>	<b>2027 Plan Year Contributions</b>
Employee Only	\$0	\$0
Employee and Spouse	\$198	\$206
Employee and Children	\$74	\$78
Employee and Family	\$277	\$287

The monthly Tobacco Surcharge will increase to \$60 for the 2026 and 2027 plan year.

The State has the discretion to manage all aspects of the State Health Plan, to include, but not be limited to, deductibles, coinsurance levels, and maximum out-of-pocket levels. Member contributions will only increase beyond the rates established above if the Risk-Based Capital (RBC) level is at or below 300%.

**ARTICLE 19.  
MPAT ALLOWANCE**

**Section 1.** MCS will implement and continue a voluntary fitness program. The Montana Physical Abilities Test (MPAT) will be the standard used to gauge physical fitness levels of Officers. Participation is voluntary and Officers will have an opportunity to complete the test twice per year excluding MLEA participation requirements. The department will be responsible for setting up testing opportunities. Participation will be done in an on-duty status and officers will be compensated from driving to and from if travel is required. After completion as outlined below, Officers will be awarded an MPAT allowance as follows:

1. 20 hours annual leave time for a completion time of 5 minutes and 30 seconds or less.

2. 15 hours for completion time of 5 minutes and 31 seconds to 6 minutes 30 seconds.
3. \$50 and a shirt for completion in 6 minutes and 31 seconds and above.

## **ARTICLE 20. GRIEVANCE AND ARBITRATION**

**Section 1.** Having a desire to create and maintain harmonious labor relations between them, the parties agree that they will promptly attempt to address all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the written provisions of this Agreement. All potential grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given an opportunity to attempt resolution.

**Section 2.** Grievance Procedure.

### **Step 1 – Immediate Supervisor**

A grievance involving the interpretation or application of the written provision(s) of this Agreement shall be submitted by the employee or union representative to the employee's immediate supervisor or management designee within 21 calendar days from the occurrence of the grievable event. The immediate supervisor or management designee shall have 14 calendar days from receipt of the grievance to respond in writing.

### **Step 2 – Management Official**

If the grievance is not resolved at Step 1, the grievance may be submitted by the Union in writing within 14 calendar days from the immediate supervisor's or management designee's response to Step 1. The grievance should be submitted to Human Resources (mdthrlaborrelations@mt.gov). The management official at the second step shall have 14 calendar days from receipt of the grievance to respond in writing.

### **Step 3 – Director**

If the grievance is not resolved at Step 2, the Union may submit the grievance to the agency head or designee within 21 calendar days of the Step 2 response. The agency head or designee shall have 21 calendar days from receipt of the grievance to respond in writing.

### **Step 4**

Should the Union consider the decision of the agency head unsatisfactory, the Union shall, within 21 calendar days of such decision, notify the agency head and the State Office of Labor Relations of its intention to take the grievance to arbitration.

### **Step 5**

After notification of arbitration, the State Office of Labor Relations (OLR) will work with the Union and management to determine if there is a mutually acceptable resolution that can be found or if the matter should go to mediation. If OLR determines the parties cannot resolve informally or through mediation, the decision should proceed to final and binding arbitration. If there is a cost associated, the parties will share it equally. The timeline for the grievance processing will be put on hold until the mediation is final or the decision is made to move to arbitration.

### **Section 3.** Rules of Grievance Processing.

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

**Subsection 2.** Timeliness. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently 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 3.** Elements of the grievance. All presentations of grievances shall be submitted to the Employer in writing at each step and must include:

1. Name of employee(s)/Union grieving.
2. Date of the violation.
3. The step of the grievance.
4. A complete statement of the grievance and facts upon which it is based.
5. The specific Article(s) and Section(s) of the Agreement violated.
6. The specific remedy or correction requested.
7. The signature of each grievant or representative.

### **Subsection 4.** Alternative procedures.

1. As recognized in § 49-2-512, Title 49 of Montana Code Annotated establishes the exclusive remedy for acts constituting an alleged violation of the Montana Human Rights Act. In the event of a grievance based upon an alleged

violation of this Act, the statutory procedures of filing a claim with the Human Rights Bureau shall be the exclusive remedy.

2. As recognized in § 2-18-1011, Title 2 of Montana Code Annotated establishes the exclusive remedy for an alleged violation of classification or compensation. In the event of a grievance based upon an alleged violation of this provision, the statutory procedures of filing a claim with the Board of Personnel Appeals shall be the exclusive remedy.

#### **Section 4.** Rules of Arbitration.

**Subsection 1.** Selection of Arbitrator. The parties shall request a list of seven arbitrators from the Board of Personnel Appeals and shall alternatively strike names from the list. The last remaining name shall serve as the arbitrator.

**Subsection 2.** Arbitrator's limitations. No grievance which fails to meet the requirements of Section 3, Subsection 3 of this Article shall be determined to be arbitrable. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

**Subsection 3.** Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay the entire cost. If each party requests a transcript, they shall equally share the cost.


**Subsection 5.** The arbitration location shall be in Helena, Montana unless otherwise mutually agreed by the parties.


### **ARTICLE 21. NEGOTIATIONS**

**Section 1.** During negotiations for the Collective Bargaining Agreement, officers chosen by MFPE will be allowed to patrol to and from negotiation meetings or otherwise utilize an MCS vehicle for transportation and be allowed release time for such travel and meetings. Board of Director's Meetings and MFPE conferences, officers shall be granted release time for travel and attendance of such meetings. No overtime will be approved. If a meeting occurs on an officer's day off, they will be allowed to flex the work schedule to allow for the travel and meeting time. MFPE will cover the cost of needed motel accommodations and per diem for the five officers. The Employer shall grant up 120 hours of paid release time per biennium to selected and designated officers for contract negotiations. The union president will notify the bureau chief of names, dates, and hours of attendees.


**THIS AGREEMENT** is signed and dated this 7/11/2025


**THE STATE OF MONTANA:**

Signed by:  
  
382B3999E2BE4DB  
Karol Anne Davis, Chief Negotiator  
State Office of Labor Relations

Signed by:  
  
B4BEC52766F74BE  
Christopher Dorrington, Director  
Department of Transportation

**THE FEDERATION:**

Signed by:  
  
8011FBCED134D6...  
Amanda Curtis, President  
MFPE

DocuSigned by:  
  
13489DF0663E472...  
Brad Billington  
Bargaining Unit President

**ADDENDUM A.  
WAGES**

	<b>July 1st 2025</b>	<b>July 1st 2026</b>
Scale Officer 1	\$26.220647	\$27.220647
Scale Officer 2	\$27.203174	\$28.203174
Scale Corporal Officer 1 Patrol	\$28.234827	\$29.234827
Officer 2 Patrol	\$29.318063	\$30.318063
Corporal Patrol	\$30.455462	\$31.455462
Sergeant	\$31.649730	\$32.649730