

## **SUPPLEMENTAL TO THE MPEA MASTER**

### **PINE HILLS YOUTH CORRECTIONAL FACILITY INSTITUTIONAL SOCIAL WORKERS AND NURSES**

#### **EDUCATIONAL LEAVE**

An employee may be granted leave of absence without pay for educational purposes. Such leave shall be requested by the employee and subject to the approval of management. Requests shall be made sufficiently in advance to provide for adequate management planning. Approval process shall be in accordance with established department policy.

#### **SCHEDULING**

It is agreed that the currently assigned shifts and days off shall be maintained for all current unit members for the duration of this Agreement. Employees will work eight hours per day unless management establishes an alternate schedule. Management shall continue to schedule meal periods and rest breaks to provide for the most efficient utilization of the staff.

#### **ASSOCIATION/MANAGEMENT COMMITTEE**

The purpose of the Labor/Management Committee is to address problems, but not to replace the grievance procedure. Bargaining unit committee members shall serve on a release time basis. The Committee will meet at a time mutually agreeable to the parties.

Pursuant to issues raised during collective bargaining negotiations, the full labor/management committee (LMC) meeting will again convene on a monthly basis at Pine Hills Youth Correctional Facility at a mutually agreed time. Priority topics of further discussion will include, but not be limited to: staffing levels, classroom coverage, policy/procedures, and training issues.

The State will pursue arranging interest-based LMC training. The current bylaws for the LMC may be reviewed during the training. Otherwise, the current bylaws will guide the LMC meetings. Facilitators may be utilized as needed at the request of either side.

The State, Pine Hills Management, and MPEA agree to meet (outside of the LMC setting) during Department of Corrections pre-budget planning to discuss economic issues.

#### **ORIENTATION OF NEW EMPLOYEES**

MPEA stewards shall be allowed to conduct MPEA orientation with new staff during breaks.

## PERSONNEL RECORDS

Personnel files and disciplinary documentation:

- A. Employees shall have one personnel file which shall be maintained in a central location at the facility.
- B. The personnel file will contain written material dealing with job performance, such as; written warnings, notices of suspension, and performance evaluations.
- C. An employee may respond in writing to any written material placed in his/her personnel file, which response may, at the employee's option, become part of said file.
- D. Disciplinary materials will be removed from the employees personnel file after one year unless:
  - 1. they relate to client abuse, mistreatment, or neglect in which case they become permanent contents of the employee's personnel file, which can be used only in support of new disciplinary actions related to client abuse, mistreatment, or neglect.
  - 2. they are being used to support disciplinary actions taken on more recent employee actions or behavior patterns.
- E. Once removed from the personnel file, letters of caution, consultation, warning, admonishment, and reprimand older than one year may be retained in Employer files other than the individual's personnel file for limited purposes. The Employer may use such retained files to defend itself from litigation.

## CASELOAD

- 1. Management shall make a good faith effort to comply with nationally recognized standards as to caseloads and shall attempt to restrict a bargaining unit member's caseload to no more than 20 active cases.
- 2. Bargaining unit members shall have input into consideration of their caseload assignments. Management shall make a good faith effort to assign counselors in the best interests of the employee and the residents.

## CORRECTIONS ASSOCIATION MEETINGS

Management shall permit bargaining unit members to attend the annual corrections association meeting with prior approval, and as budget, constraints will allow. Scheduling requirements of the institution shall supercede individual requests.

## TRAINING

Management shall make a good faith effort to provide the employee in the unit with in-service and out-service training, but shall provide on a timely basis information on new rules, policies, or laws, and if necessary, appropriate training on matters which directly affect the employees. If possible, all training shall be scheduled during the employee's normal work schedule. If training is denied, such shall be subject to the grievance procedure. Management shall publish and distribute to each unit member the specific method for making requests for such training, and shall upon request provide to each unit member rationale for determinations on the granting of such training. Management shall make a good faith effort to follow the suggestions of the unit members in the Association/ Management Committee regarding the types of training that should be made available, and the instructors that should be in charge of such training.

## HOURS OF SERVICE

Flexible hours of service may be implemented through request by the employee and subsequent approval of the Employer.

## OVERTIME

Registered nurses are Fair Labor Standards Act exempt. They will be compensated at the rate of one and one-half times their regular rate of pay for anytime they work over 80 hours in a two-week pay period.

Nurses required to work on a holiday will be paid one and one-half times their regular rate of pay for up to eight hours worked on a holiday. The statutory benefit, an additional day off with pay, will be granted in lieu of the holiday worked by to be scheduled by mutual agreement between the employee and supervisor.

Banked Holiday time will be paid out at 100% each fiscal year end.

## ALTERNATIVE PAY

All employees covered by this collective bargaining agreement under the Broadband Pay Plan shall receive a 1% per hour increase on the base-rate effective in the pay periods that include February 15, 2018 and February 15, 2019.

1. Initial placement on the occupational pay range for new hires, promotions, and transfers, will be based upon an analysis of competencies, training, and relevant experience.
2. Each employee who reaches a new job anniversary date will move to the next scheduled increment so long as they have completed required training that has been scheduled between January 1, 2006 and their job anniversary date. Thereafter, each

increment increase will be conditioned upon:

- A. Successful completion of the required training as per the career progression plan for that occupation and
  - B. Acceptable performance as evidenced by not being on an active performance improvement plan.
3. An employee on an active performance improvement plan will not be moved to a new increment. Once an employee denied movement successfully completes the disqualifying performance improvement plan he/she shall move to the next increment and begin receiving the new wage rate.
  4. Any employee who does not successfully complete the identified training requirement for progression to the next pay increment, will be denied movement until such time as he/she does complete the requirements unless the failure to complete is a result of the training not being offered, and/or other reason which is no fault of the employee. Employees who fail to meet training requirements will be expected to complete those requirement(s) at the next opportunity after which they will be moved to the next increment and begin receiving the higher rate.
  5. Voluntary and/or involuntary demotions will result in pay adjustments as spelled out in state policy
  6. Any dispute involving a pay decision related to this (Broadband pay) Agreement will be submitted to a Broadband Pay Committee composed of three members chosen by management and three members chosen by the union. That Committee will attempt to resolve the dispute by consensus. Any dispute, for which the Committee cannot reach a consensus decision, will be processed as a grievance under the contractual grievance procedure and will be initiated at Step 2 of that procedure.

Effective February 15, 2018, management also agrees to move the increments in the agreement as follows

Job Title	Class Code	1 <sup>st</sup> Increment (Entry)	2 <sup>nd</sup> Increment	3 <sup>rd</sup> Increment	4 <sup>th</sup> Increment	5 <sup>th</sup> Increment	6 <sup>th</sup> Increment (Market)
Registered Nurse	291616				\$27.51	\$30.95	\$34.39
Child Family Social Worker	211216		\$17.58	\$18.42	\$19.23	\$20.05	\$20.86

Effective the pay period that includes February 15, 2019, management also agrees to move the increments in the agreement as follows:

Job Title	Class Code	1st Increment (Entry)	2nd Increment	3rd Increment	4th Increment	5th Increment	6th Increment (Market)
Registered Nurse	291616				\$27.79	\$31.26	\$34.73
Child Family Social Worker	211216		\$17.76	\$18.60	\$19.43	\$20.25	\$21.07

HCBD is managing the State Employee Group Health Plan to contain costs and minimize member cost impacts. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out of pocket levels will not increase through December 31, 2018 and shall only increase in the 2019 plan year if the actuarially determined Risk Based Capital Level is at or below 250%.

EXECUTED this 20<sup>th</sup> day of April, 2018.

FOR: STATE OF MONTANA

FOR: MONTANA PUBLIC EMPLOYEES ASSOCIATION

*Michael P. Manion*

Michael P. Manion, Chief  
State Office of Labor Relations

*Quinton E. Nyman*

Quinton E. Nyman, Executive Director  
Montana Public Employees Association

*Reginald D. Michael*

Reginald D. Michael, Director  
Department of Corrections

*Darcy Dahle*

Darcy Dahle, Field Representative  
Montana Public Employees Association

*Steve Ray*

Steve Ray, Superintendent  
Pine Hills Youth Correctional Facility

*Jim A Keith*  
Jim A Keith Chapter Co president  
Montana Public Employees Association