

**2019-2021**

**Collective Bargaining Agreement**

**between**

**Department of Corrections,  
Pine Hills Correctional Facility**

**and**

**Pine Hills Correctional, Security, Kitchen, Clerical,  
Social Workers and Nurses, MFPE**

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## **PREAMBLE**

**THIS AGREEMENT** is made and entered into this 4/15/2020, between the State of Montana, Pine Hills Correctional Facility hereinafter referred to as the "Employer," and the Montana Federation of Public Employees, hereinafter referred to as the "Federation." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and 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 employees within the bargaining units as defined and certified by the Board of Personnel Appeals.

Section 2. The bargaining units represented by the Federation shall be defined by the classifications provided by the Broadband Pay Plan, and where necessary by individual positions within classifications. Any disagreement may be resolved through the Board of Personnel Appeals.

Section 3. For purposes of this Agreement, the Employer extends its recognition of the Federation as exclusive representative for the following positions: correctional, security, kitchen, clerical, warehouse, maintenance, electrician, institutional social workers, and nurses.

Section 4. 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understood that the Employer's recognition of the Federation as exclusive representative for a bargaining unit shall be withdrawn if the Federation is decertified through the procedure established by the Board of Personnel Appeals.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 employee to act in the capacity as official spokesperson for the Federation on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2. A written list of the accredited officers and representatives of the individual bargaining units 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 Federation shall be conducted by the employees during

their non-duty hours; provided, however, that selected and 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 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. The Federation may utilize a reasonable amount of space on bulletin boards as determined by local management on bulletin boards currently used for employee notices. No derogatory information concerning the Employer shall be posted by the Federation. The union shall have the right to utilize the State's email system for the purpose of posting and communicating electronic notices. The union will comply with all State policies and practices regarding the appropriate use of electronic communications. 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 unless the issue involves such matters, and only where justification is advanced for such access by the Federation.

Section 7. The Federation may be allowed to use the employer's facilities for Federation meetings contingent upon availability and management approval. The Federation shall be liable for any damages as a result of such use.

Section 8. The Employer shall grant up to 60 hours of paid release time per biennium to selected and designated Federation officers or representatives for master contract negotiations.

### **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 a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Federation by such employee for dues or a representation fee. The Employer will remit to the such sums within 30 calendar days. Changes in the Federation membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Federation and shall be done at least 30 calendar days in advance of such change.

Section 3. The Employer, within 30 days of the signing of this Agreement, 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** (In compliance with State Statute 39-31-303, MCA)

The Union 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.

Such rights are retained by the Employer unless such rights are specifically relinquished in this Agreement.

## **ARTICLE 5 - MANAGEMENT SECURITY**

Section 1. The Federation hereby accepts liability for any damage to or loss of state property that is the proximate cause of action taken by striking employees of any bargaining unit, provided however, that liability under this Section shall be restricted to physical damage to real and personal property, and shall not include any alleged loss of revenue or other incidental or punitive damage sought by the Employer.

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

Section 1. No member of the Federation shall be discharged or discriminated against for upholding Federation principles. The Employer and the Federation affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of the employees' skills and ability without regard to race, color, creed, national origin, age or sex.

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 handicap, national origin and ancestry.

## **ARTICLE 7 - PAY AND HOURS**

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

Section 2. Nothing in this Agreement will preclude any employee from exercising the right to file a classification appeal with the Board of Personnel Appeals.

Section 3. 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 supplemental agreements and by statute.

Section 4. A regular workday shall consist of eight hours of continuous work, including two duty free 15-minute rest breaks. Employees shall also be granted a duty-free meal break, the length and scheduling of which is to be determined by the individual supplemental agreement. The meal break shall normally be without pay unless established otherwise by the individual supplemental agreement. With management approval, employees may be allowed to trade shifts as long as such does not result in overtime or in a violation of the Fair Labor Standards Act.

Subsection 1. Excludes Maintenance and Clerical. Meal Period. It is agreed that the free meal and 30-minute meal period are properly calculated as part of the total compensation of an employee. It is further understood that the meal period or the rest break period may be interrupted for service.

Section 5. A regular workweek shall consist of five regular workdays, Monday through Friday inclusive, totaling 40 hours. For correctional, security, kitchen, clerical, warehouse, maintenance, electrician, institutional social workers, nurses, and clerical staff, the work week shall consist of seven consecutive 24-hour periods totaling 168 hours.

Section 6. A designated workweek shall consist of 40 hours composed of any five consecutive workdays, immediately followed by two days off. Alternative work schedules may be arranged with the approval of the superintendent or warden, contingent upon available funding. Flexible hours of service for non-direct care staff may be implemented through request by the employee and subsequent approval of the Employer.

Section 7. In work areas where a regular workweek is not feasible, employees may be assigned to a designated workweek by mutual agreement. In the event that mutual agreement cannot be reached with any employee, the employee with the least seniority within a classification will be assigned to the duty.

Section 8. Employees placed on a regular or designated work schedule shall not have their work schedule changed unless given 10 days' notice of the change, except in emergency situations.

Section 9. 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 overtime rates. It is understood that this provision does not apply to overtime work, which is contiguous with the regular or designated workday. The two-hour minimum shall not apply when employees are called out to attend training sessions.

The employer shall not keep an employee beyond the completion of the specific task simply to have the employee present for the minimum guarantee.

Section 10. On any day or evening shift, when there is no Unit Shift Supervisor scheduled in the adult units or juvenile units, the one most senior correctional staff in each section (adult and juvenile) shall be appointed Unit Shift Supervisor duties and be paid additional \$0.50 per hour while performing those duties.

Section 11. The pay matrix attached (Addendum A) include the entry salary and market salary rates for each pay band for fiscal years 2020-2021\_exclusive of longevity pay and contribution toward health insurance as provided in statute.

Section 12. As per the statute regarding state employee pay, bargaining units must ratify a completely integrated collective bargaining agreement prior to receiving a negotiated increase in pay. Any retroactivity will be negotiable.

Section 13. The Pay Plan Rules as promulgated by the Department of Administration or each specific agency shall be in effect for all members of the bargaining units covered by this Agreement for the term of this Agreement.

Section 14. The Employer may schedule staggered working hours within the eight-hour workday by mutual agreement.

Section 15. If an employee is selected and given written authorization by a Management designee to temporarily fill a vacancy in a higher graded job, s/he shall be paid at the higher grade with the exact rate of temporary pay to be set by the Pay Plan rules. Management will not adopt a policy of refusing to authorize such assignments.

Section 16. Whenever an employee receives a pay increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 17. Relocation allowances, allowances for living in high-cost areas, shift differential, and other pay additives will be negotiated on a bargaining unit basis.

## **ARTICLE 8 - OVERTIME AND COMPENSATORY TIME**

Section 1. "Non-exempt" employee means an employee subject to the overtime provisions of the Federal Fair Labor Standards Act and its regulations. "Non-exempt" 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 eight hours per day, or 40 hours per week. The over eight-hours per day overtime provisions of this Article shall not be in effect in those instances where employees are on a work schedule that anticipates an employee working 40 hours per week in other than five eight-hour days.

Section 2. Upon mutual agreement between the employee and Management, a "non-exempt" employee may be allowed to accrue and use non-exempt compensatory time in lieu of cash overtime compensation.

Subsection 1. Compensatory time for "non-exempt" employees 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, which represents not more than 160 hours of actual overtime worked.

Subsection 3. A "non-exempt" employee must have the appropriate supervisor's prior approval to accrue or use compensatory time.

Subsection 4. Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final regular rate of pay, or the average regular rate received by such employee during the last three years of employment, whichever is higher.

This section shall be administered in accordance with Federal Fair Labor Standards Act, Federal regulations, and Montana Operations Manual – Overtime and Nonexempt Compensatory Time Policy.

Section 3. "Exempt" employee means an employee in a position designated as executive, administrative, or professional, which is not subject to the overtime pay of the Federal Fair Labor Standards Act and its regulations. "Exempt" employees shall be given compensatory time, under the following provisions:

Subsection 1. Compensatory time will be credited on an hour-for-hour basis, for all authorized time worked in excess of eight hours per day or 40 hours per week.

Subsection 2. Compensatory time will be recorded in increments of no less than half hour, but all time earned or taken in fractions of one hour will accumulate until the half-hour minimum is attained, at which point the time will be recorded.

Subsection 3. Unless otherwise amended in this agreement, compensatory time may be accumulated to a maximum of 120 hours. Compensatory time in excess of 120 hours will be forfeited if not taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

Subsection 4. Compensatory time shall be earned as approved by the Employer and shall be taken at a time agreeable to the employee and the Employer.

Subsection 5. Those employees wishing to accumulate up to 40 hours compensatory time, when overtime is assigned, shall inform the Human Resources office during the month of January. Compensatory time shall be earned at a rate of one and one-half times for each overtime hour worked. Once 40 hours of compensatory time have been accumulated, subsequent overtime will be paid with the regular payroll. The Employer and the employee shall arrange for the use of compensatory time by mutual agreement and in accordance with Department of Corrections' policy. Compensatory time earned will be recorded in no less than one-half hour increments. Accumulated compensatory time will be carried over from one year to the next and cashed-out upon termination. Under limited special circumstances



involving illness or injury, an employee may cash-out accumulated compensatory time upon agreement between the Federation and the superintendent/designee.

Section 3. 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.

Section 4. The Employer will make a good faith effort to equalize the offer of scheduled overtime and compensatory time among employees in the same work unit and classification where training and ability are sufficient to do the work.

Subsection 1. Correctional Officers Only: In order to rotate and balance overtime opportunities, the Employer shall maintain a seniority list of all Correctional Officers. When overtime is needed, the Employer shall rotate the offer of overtime according to the seniority list. No CO will be required to work two continuous eight-hour shifts unless all call out procedures have been unsuccessful.

Subsection 2. Maintenance Section Only: When the Employer requires overtime work by maintenance employees, the offer of overtime shall be made on the basis of a seniority list. The employee who works the overtime shall then be moved to the bottom of the list for the next call out. The employee who is called out shall receive overtime pay unless, at the time of the call out, he/she indicates to the supervisor a preference for compensatory time in lieu of overtime pay.

Subsection 3. Maintenance staff will be scheduled to be available for on-call work and provided an on-call cell phone. While on-call, employees will be restricted from using alcohol or drugs that affect their ability to safely operate equipment. While on-call maintenance staff will receive 1 hour of compensatory time Monday through Friday and 2 hours of compensatory time while on call on Saturdays and Sundays and will be required to answer the phone during the on-call hours.

Section 5. 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 6. Authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing overtime or compensatory time credits under this Article.

Section 7. The Employer agrees that no supervisor or administrator will regularly perform the duties of an employee covered by this Agreement who is ready, willing and able to perform such duties and who would normally be entitled to overtime for such performance.

Section 8. Overtime or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

Section 9. Consenting employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour workweek.

Section 10. The Employer agrees not to block out periods of time during which by policy employees will not be allowed to use accrued compensatory time so long as it is understood that the Employer may approve or disapprove compensatory time usage dependent upon the

needs of the agency.

Section 11. Mandatory overtime and call-out

Subsection 1. All bargaining unit correctional officers will be placed on a list, ranked in order of seniority.

Subsection 2. That list will be divided into three groups by counting off, one to three, with all ones constituting one group, all twos another group, all threes an additional group. New hires will be added to a group once management deems them qualified to fill vacancies.

Subsection 3. These groups will be responsible for mandatory overtime and call-out on a rotating basis with each group being primary for a pay-period.

Subsection 4. Once each month, management shall post a voluntary overtime sign-up sheet by Central Control providing an opportunity for correctional officers to volunteer for overtime and callouts by signing the voluntary overtime form.

Subsection 5. In the event there is a need to call-out a correctional officer to fill for an unscheduled absence, the call-out will be offered to those correctional officers on the volunteer call-out list. An employee on the volunteer call out list who accepts a call-out shall be placed on the bottom of the mandatory overtime and callout list.

Subsection 6. If the need to call-out for an unscheduled absence is not filled with a volunteer from the Voluntary Overtime List, the Correctional Officers on shift will be contacted for a volunteer to fill the shift. If the shift is still vacant the opportunity/responsibility to fill will be presented to the group responsible for that particular pay period. If no member of the order-in group works the call-out when ordered, management may require a member of the next successive group to work the call-out. When a member of that group works a call out, that person will be rotated to the bottom of that group's list.

Subsection 7. The rotational order of the call-out groups will be maintained from one rotation to the next.

Subsection 8. Staff will not be ordered in to work on days designated as approved annual leave in those cases where the staff member is serving his/her call-out group rotation period.

Subsection 9. Mandatory overtime will be assigned as follows; five days after the schedule is posted any shift vacancies to be filled for the week shall be filled by the group with responsibility for that pay period. If placed in a mandatory overtime shift the Officer will be moved to the bottom of the list.

Subsection 10. Employees who cannot work a mandatory overtime shift upon request will be given 24 hours' notice to either volunteer for an overtime shift in the next workweek or work the next mandatory overtime shift. If the employee refuses the next requested mandatory overtime, they may be subject to disciplinary action for insubordination. Continued patterns of refusing to work a mandatory overtime shift will be dealt with through progressive discipline.

Section 12. Temporary employees. The employer may hire temporary employees to augment existing staff thereby relieving the overtime burden. These temporary employees will not be members of the bargaining unit. Six months after employment of the first cadre of temporary employees, the parties will discuss the status of these temporary employees. Management will first offer unscheduled or unplanned overtime opportunities to the full-time regular staff on the voluntary overtime list before any temporary help is brought in to work. Temporary employees will not be used to replace permanent employee positions.

## ARTICLE 9 - 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
Lincoln's & Washington'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

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 or on the first regularly scheduled working day immediately after the holiday.

Section 3. When a non-exempt full-time employee is required by the Employer to work on a holiday listed above, s/he will be paid at the rate of two and one-half times his/her regular rate of pay, or at the employee's option, one and one-half times his/her regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and Employer. Non-exempt full-time employees shall be given the opportunity to select their option at the commencement of their employment and shall be bound by their choice for at least a one-year period unless otherwise agreed to by the Employer. Full-time exempt employees and employees who request and are authorized to work on a holiday shall receive their regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and the Employer. Eligible non-exempt part-time employees shall receive benefits granted in this section on a pro rata basis.

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. Eligible non-exempt part-time employees shall receive benefits granted in this section on a pro rata basis.

Section 5. 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.

Section 6. If an employee is assaulted with a biohazard or a chemical by a resident, they will be allowed 1 hour paid time to leave campus to shower/change. If said bargaining unit member qualifies for mileage reimbursement to home residence distance, they will be given an additional hour of paid time to shower and change. This shall only be granted if facility safety and security can be maintained.

## **ARTICLE 10 - LEAVES**

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

Section 2. SICK LEAVE. Employees shall be granted sick leave per 2-18-618, MCA, and according to the following:

Subsection 1. Notification of absence because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to ensure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absence in excess of one shift 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.

Subsection 2. 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, s/he may utilize his/her accrued annual leave. If an employee has exhausted all accrued sick leave, the Employer may permit the employee to be placed on a leave without pay status for one year, renewable thereafter at the Employer's option on an annual basis.

Subsection 3. 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 4. The Employer may not require a doctor's certificate to substantiate sick leave usage from an employee in the bargaining unit unless the employee has been away from work in excess of three days on sick leave or unless the Employer has good reason to suspect sick leave abuse.

Subsection 5. 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.

**Section 3. ANNUAL LEAVE.** It is understood and agreed that an employee within the bargaining units may choose to take at least two consecutive accrued work 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.** Vacation requests shall be submitted and granted by two cooperative mechanisms, "annual leave," and "discretionary leave." Each will cover the year, which begins April 1, and ends March 31 of the following year. Management shall respond to annual leave requests by March 31. Each bargaining unit member shall be contacted on a seniority basis to select his or her annual leave. Annual leave requests shall be granted on seniority basis. Annual leave requests may not exceed a total of 15 vacation days which may be taken in two or three blocks of time and may not exceed 10 scheduled workdays within a 14 consecutive calendar day period.

**Subsection 2.** Members with less than 15 years of service or 31,199 leave accelerator hours, may opt for discretionary leave in exchange for one week of bid annual leave. Those members choosing to have discretionary leave days available for use will indicate their choice when bidding annual leave and will be limited to bidding on a total of 10 vacation days. These annual leave days may be taken in one or two blocks of time and may not exceed 10 scheduled workdays within a 14 consecutive calendar day period. Members with 15 years or more of service, or more than 31,199 leave accelerator hours, will bid three weeks of annual leave and the remainder of their annual leave accrual will count automatically toward discretionary leave days.

**Subsection 3.** Discretionary leave shall be granted on a first-come, first-served basis with seniority as the tiebreaker. Employees shall submit a written request for use of annual leave on the approved form at least 11 working days in advance of the first day the affected work week. Management shall respond to written requests with the release of the schedule for the affected work week. Requests submitted less than 11 working days prior to the first day of the affected work week maybe granted contingent upon the needs of the agency. Approved requests for discretionary days will be counted off the member's total annual discretionary leave. Members who have used all of their allotted discretionary leave days for the year may submit requests for leave on a first-come, first-serve bases as outlined below.

**Subsection 4.** Discretionary leave is intended to be used as "incidental" vacation and may not be linked consecutively in order to generate a third or fourth week of vacation. Each bargaining unit member's available discretionary leave shall be based upon length of service or, in the case of non-consecutive State employment, leave accelerator hours, at the time the member's annual leave submission is received. In all cases, the total number of discretionary leave days available for use will be determined by the member's annual leave accrual. In accordance with this procedure, unused discretionary leave days cannot be carried over from one year to the next thereby increasing a member's available discretionary leave days above the values listed in the table below.

Service Years	Weeks of Bid Annual Leave	Leave Accelerator Hours	Discretionary Leave Days
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0-10	2	0 - 22,799	05 Days
10-15	2	20,800 – 31,199	08 Days
15-20	3	31,200 – 41,599	06 Days
20+	3	41,600+	09 Days

Subsection 5. Other requests for annual leave, including requests from those members who have exhausted their allotted discretionary leave, shall be granted only after any discretionary leave requests have been processed and then on a first-come, first-served basis with seniority as the tiebreaker. Employees shall submit a written request for use of annual leave on the approved form at least 11 working days in advance of the first day the affected work week. Management shall respond to written requests with the release of the schedule for the affected work week. Requests submitted less than 11 working days advance notice prior to the first day of the affected work week may be granted contingent upon the needs of the agency.

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 reasonable obtained, to attend a funeral in the immediate family, to receive medical, dental or eye examinations, or for other disability related emergencies. Absence in excess of one shift 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.

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

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

Section 7. 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.

Section 8. INDUSTRIAL ACCIDENT LEAVE. A permanent employee injured on the job and eligible for Industrial Accident benefits shall retain all rights to his/her previously held position and shall be entitled to leave without pay for a period of up to nine months following the date of injury.

Section 9. INCLIMENT WEATHER. In the event that an obvious weather condition or a natural disaster precludes an employee from arriving at work, such employee may, after giving proper notice to the appropriate management official, be excused from work, and will be given the choice of using accrued and available annual leave or leave without pay for the time missed. Appropriate leave request forms shall be completed as soon as possible upon the employee's return to work.

## **ARTICLE 11 - GRIEVANCES AND ARBITRATION**

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement. Addendum B, attached hereto, shall be utilized to resolve grievances.

Section 2. During the processing of any matter under this Article, the Federation agrees not to strike, render unfair reports or cause slowdowns, and the Employer agrees not to lock out employees represented by the Federation.

## **ARTICLE 12 - JOB SECURITY**

Section 1. A probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any 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 six months. If the Employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the Employer. The Employer may extend the initial probationary period 30 to 90 days by mutual agreement between the Employer and the Federation, when in the judgment of management an employee may satisfactorily complete the probationary period with a little more time. At the conclusion of the employee's probationary period, or any extension thereof, the employee shall obtain regular full time or part time status.

Section 2. The Employer may discharge 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 Federation of the removal of an employee for cause. An employee with permanent status may appeal his/her dismissal, suspension or other punitive disciplinary action through the grievance procedure. This in no way limits management's prerogative to lay off employees in accordance with Article 13.

Section 3. Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.

## **ARTICLE 13 - SENIORITY**

Section 1. Seniority means the length of continuous service with the agency since the last date of hire.

Section 2. Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds 60 working days or after a permanent transfer out of the bargaining unit. Previously credited service, however, will not be lost and an employee who is recalled or transfers back into the bargaining unit will retain all prior seniority. If leave without pay is for active duty military service, seniority shall continue to accrue as if the employee were continuously employed during the leave.

Seniority shall be revoked upon termination, retirement, or discharge for cause.

Section 3. Seniority, qualifications and capabilities shall be the controlling factors in filling new or vacant permanent positions. In no case will seniority be given the least weight among these criteria. The weights used for filling particular positions shall be listed as percentages in the job posting.

Section 4. Qualifications, seniority and capabilities shall be the controlling factors in selection of employees for layoff among positions of the same grade and class by geographic location, as identified in the supplemental agreements.

Section 5. Recall from layoff shall be in reverse order of layoff. The Employer shall notify a laid off employee to return to work by sending a certified, return receipt letter to the last known address for the employee with a copy to the Federation and shall therein notify the employee that failure of the employee to notify the Employer of his/her intent to return to work within 10 calendar days of the mailing of said letter shall constitute a forfeiture of his/her right to return to work. Recall rights shall be limited to a period of two years following the date of layoff.

Section 6. No permanent employee shall be laid off while temporary or probationary employees in the same skill are retained.

Section 7. Layoffs within a class series shall be done on the basis of seniority. Employees in positions subject to elimination may assert their seniority to bump the least senior employee(s) within the same class in permanent bargaining unit positions for which they are qualified. These least senior employees may then assert their seniority to bump any temporary employees in positions for which they are qualified. Permanent employees who have been laid off will be placed in a layoff pool. Employees within the pool shall have preference for one year from the date of the layoff for recall into a vacant or newly created position for which they qualify in accordance with Article 13, Section 5.

## **ARTICLE 14 - VACANCIES AND PROMOTIONS**

Section 1. The following procedures will be followed in the posting and filling of vacant or newly created permanent positions. The purpose of this system is to inform employees of vacancies and newly created positions and to afford employees who are interested and who feel they qualify an equal opportunity to apply for the vacant or newly created position. It is understood that newly hired employees and employees on a leave of absence for any reason may not have the same period of notice as other employees concerning position vacancies.

Subsection 1. When a vacant or newly created permanent position is to be filled, the Employer shall prepare a Job Posting Notice and send it to each respective bureau level area to be posted. The notice will be posted in a specific place designated for job opening notices and shall state where interested employees are to make application, and the cutoff date for application submittals, and the minimum qualifications.

Subsection 2. The Employer will ensure that all such applications be considered in the selection process. Members in the bargaining units who are unsuccessful applicants shall be so notified upon completion of the selection process.



Subsection 3. All positions in the bargaining unit, and those positions that immediately follow in a logical ladder shall be posted per the provisions of this Article for at least seven calendar days. However, Article 13 will not apply to positions not included in the unit. For Correctional Officers only, the posting period shall be five calendar days.

Section 2. Orientation of New Employees. It is the responsibility of the employer to provide orientation to new employees. Employees have the responsibility to assist in the provision of orientation. The Employer shall provide information on procedures and employee expectancy. MFPE stewards shall be allowed to conduct MFPE orientation with new staff during breaks.

Section 3. Employees who have been promoted or have changed shifts should have the right to return to their former position should they decide within two calendar weeks that they do not wish to remain in the new position. An employee may waive, in writing, their right to return to their former position.

Section 4. CO shift leaders shall not be required to test or interview for lateral transfer to a vacant CO shift leader position. However, bid for transfer to another CO shift leader position shall be based on seniority within the title. If there is a tie on seniority, seniority shall be based on a unit wide basis.

Section 5. Recreation officers will be selected through a competitive process. Security Officers will be selected through the bid book process.

Correctional Officer Shift Bid Book:

- A. The shift/days-off bid book shall be maintained and available to Correctional Officers and Correctional Counselors, so they have an opportunity to record their prospective shift and day off preferences. This book will be made available to all shifts and will be kept in a secure area.
- B. Correctional Officers and Correctional Counselors wishing to place a shift/day-off preference can do so by contacting the on-duty shift supervisor. In the presence of the on-duty shift supervisor, a Correctional Officer wishing to place a prospective bid for particular shift/days off shall legibly print his/her name, message phone number, and seniority date at the appropriate place in the shift/days-off bid book. The on-duty shift supervisor will initial the Correctional Officer's entry, along with the date and time. Employees cannot bid for shifts/days-off they hold.
- C. As shift/days-off openings occur, other factors being equal, vacancies will be filled on a seniority basis, from those Correctional Officers who have properly recorded their preferences in the shift/days-off bid book. The Superintendent/designee and an Federation Correctional Officer, Security Officer or Correctional Counselor with at least one year of experience at Pine Hills Youth Correctional Facility will be present at the time such selections are made.
- D. No name will be removed from the shift/days-off bid book, unless done and initialed by the employee and the on-duty shift supervisor, except under the following conditions:
  - 1. The Correctional Office or Correctional Counselor is granted his/her requested bid.
  - 2. The Correctional Officer or Correctional Counselor ceases to be a Correctional Officer or Correctional Counselor.
  - 3. The Correctional Officer or Correctional Counselor refuses to accept the shift/days-off

requested.

- E. Notification to successful bidders of their selection is accomplished by leaving a message on the message phone referenced in Subsection B above.
- F. Every six (6) months the bid book will be cleaned up and rewritten by a committee consisting of two bargaining unit members chosen by the membership and two management members chosen by management.

## **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. Employees shall have one personnel file which shall be maintained in a central location at the facility. The personnel file will contain written material dealing with job performance, such as: written warnings, notices of suspension, and performance evaluations. 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.

Section 3. Unless otherwise established or modified in the individual supplemental agreements, the statewide performance evaluation system or another system approved by the State Human Resources Division shall be utilized by the Employer in the evaluation of employees covered by this Agreement. Supervisors shall receive training in the operation of the performance appraisal system before evaluating employees.

Section 4. When performance appraisals are prepared by the employee's immediate supervisor and the next higher supervisor, the results of the combined evaluation shall be transmitted 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 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 s/he 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 request.

Section 6. An employee desiring that material which s/he 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 one year after they have been placed in the file unless:

- A. 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.
- B. 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.
- C. they are being used to support disciplinary actions taken on more recent employee actions or behavior patterns.

Section 8. 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.

Section 9. 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.

Section 10. Management Support of Employees. If an employee is charged by a juvenile with improper behavior or a violation of rule or policy, the subject employee shall be notified by management of the charge. If the employee claims innocence, the employee shall be deemed innocent unless evidence is presented which is in opposition to the employee's account. In such an event, the employee shall be entitled to process the matter through the grievance procedure.

## **ARTICLE 16 - PUBLIC EMPLOYEES' RETIREMENT SYSTEMS**

Section 1. The existing programs shall continue in full force and effect in accordance with state law.

## **ARTICLE 17 - NOTIFICATIONS**

Section 1. The Employer shall give permanent employees subject to lay off a minimum of 21 calendar days advance notice and shall deliver a copy of such to the Federation, which shall be allowed an opportunity to comment.

Section 2. The Employer shall ensure reasonable access to the Federation and each employee an up-to-date policy of its rules, regulations and policies on employment related matters. The Federation shall be notified of any proposed changes or additions to personnel rules, regulations and policies issued by the Department of Administration and the individual departments, sufficiently in advance to allow discussion and comment by the Federation.

## **ARTICLE 18 – LABOR MANAGEMENT COMMITTEE**

The purpose of the Labor/Management Committee is to address problems, but not to replace the grievance procedure. The Committee will consist of no more than three bargaining unit members, Federation representative(s), and Management members. 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 throughout the period of this agreement at the request of either side.

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

## **ARTICLE 19 - OTHER**

Section 1. If an employee is required to wear a uniform, protective clothing, or any type of protective clothing or protective device, the Employer shall furnish said items.

Subsection 1. Uniforms – The initial issue of uniform items to Officers will be as follows:

- Uniform Pants (3)
- Facility Polo Shirts (3)
- Glove Pouch (1)
- Key Holder (1)
- Portable Radio Holder (per shift)

After initial issue, uniform items will be replaced on an exchange basis as determined by management.

Section 2. The Federation 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. The state shall print the required number of copies of this Agreement and each supplemental agreement and shall charge the Federation only that fee that would normally be charged to a state agency. The Employer will present to current employees and to each new employee upon hire a copy of this Agreement.

Section 4. The Employer shall use actual odometer mileage within reason in computing travel reimbursements so long as actual odometer mileage reflects travel for state business and except where prohibited by state regulation or authorized federal authority.

Section 5. Prescription glasses or personal clothing which are damaged or destroyed by a

juvenile shall be repaired or replaced per the following conditions:

- A. The incident is reported to the immediate supervisor prior to the end of the shift;
- B. The incident is verified by the immediate supervisor and approved by the department head;
- C. A written incident report is filed by the employee within three working days of the incident; and
- D. This provision is contingent upon facility budgetary constraints.

Section 6. Employees who have residents to supervise in their work areas shall be advised as to which staff person is in charge of the resident's case. The employee shall be allowed to discuss the resident with the assigned clinical service representative. Employees shall be advised that they have the right and duty to discuss resident problems, which might affect their work placement.

Section 7. First aid kits shall be maintained. Employees shall be advised as to where these kits are stored.

Section 8. Security staff will dispense over-the-counter medications subject to the written or telephone direction of a licensed medical professional.

In consideration of the additional compensation, during the event of an emergency requiring the attention of the Unit Shift Supervisors and COSSs, the Security Officers may be required to observe youth self-administer medication from a pre-loaded cart during the night shift(s) when medical personnel are not present. In such circumstances, management will notify the local union president and make available any report not deemed confidential for his/her review. The use of Security Officers to observe youth self-administer medication from a pre-loaded cart during the night shift(s) will be strictly limited to emergency situations only.

Section 9. It is understood that each employee in the bargaining unit has the general responsibility to monitor and instruct individuals in their charge. However, it is agreed that no employee will be charged with any duties and/or responsibilities that are normally reserved to licensed health care professionals. In no case will employees in the bargaining unit be held responsible for the health of individuals held in the infirmary. This does not release any CO or any other bargaining unit member from any normal, regular care function.

Section 10. Management shall not track the employee's use of state phones for local calls unless there is reason to suspect abuse of state time for personal business.

Section 11. Management shall make a good faith effort to provide the employees in the unit with in-service and out-service training including Non-Violent Crisis Intervention and Department approved Defensive and Use of Force tactics and shall provide the employees with a current policy manual on matters which directly affect the employees. Training shall be contingent upon available funding. An agency in-service training committee will be appointed by the superintendent consisting of specific staff persons which shall assist in the development of a training plan.

It is understood and agreed that training needs are a high priority, particularly when associated with new job requirements. Management agrees that such training will occur before new programs are implemented, or as soon thereafter as possible.

Section 12. Recreational Specialists are part of the Correctional Officer classification, but with

special duties. Their seniority date will be their date of hire and they shall be part of a separate group (recreational) for vacation scheduling purposes only. They will be assigned shifts and duties as determined by PHYCF management. The employees identified in UD 9-2001 shall have their base wage rate increased to the Correctional Officer level.

Section 13. Employees may be allowed to store or consume food and drink in designated areas within control rooms so long as it is at least three feet from control panels or other sensitive electronic equipment and kept in non-spill non-disposable containers with reseal able lids. If an employee spills, he or she is responsible for replacement of damaged equipment.

Section 14. Security Officers are part of the Correctional Officer classification, with special duties and specialized competencies as reflected in their job profile. Their seniority date is their original date of hire and they are to be part of a separate group (security) for vacation scheduling purposes only. They will be assigned shifts and duties as determined by PHYCF management. Security officers will be selected using an in-house recruitment process. Correctional Officers applying for and awarded Security Officer positions and Security Officers applying for and awarded Correctional Officer assignments will serve a two calendar week trial period during which they have the right to return to their former position should they decide they do not wish to remain in the new position. Management reserves the right to evaluate competencies during this same two-week period to determine the employee's fitness for the position. If an employee is deemed unfit through failure to demonstrate necessary competencies, management may deny the transfer and employee will be placed in his/her previous position.

Section 15. Audio or video surveillance equipment is installed for safety and security purposes. Where evidence warrants further investigation of violations, infractions, or inappropriate behavior, any disciplinary action is subject to the grievance procedure.

Section 16. 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. 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.

Section 17. Management shall permit bargaining unit members to attend the annual corrections federation meeting with prior approval, and as budget, constraints will allow. Scheduling requirements of the institution shall supersede individual requests.

## **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 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 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 Article 1, or 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 Administration 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 - PAYROLL DEDUCTIONS**

Section 1. 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 Federation.

## **ARTICLE 23 - TERM OF AGREEMENT**

Section 1. This Agreement shall be effective as of the 1st day of July 2019 and shall remain in full force and effect through the 30th day of June 2021. If one of the parties desires to modify this Agreement, it shall give the other written notice of its 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 and agree to meet no later than 90 days prior to the expiration date in order to renegotiate this Agreement. It is also agreed that the Employer and the Federation will meet to reopen negotiations in sufficient time to permit adequate negotiations on economic matters. The Federation shall have the right to engage in concerted activity after December 31, 2020, for matters pertaining to wages and economic benefits in the 2021 biennium.

## **ARTICLE 24 - NO STRIKE/NO LOCKOUT**

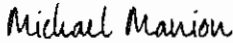
Section 1. During the term of this Agreement, neither the Federation nor its agents or representatives will cause, sanction, or take part in any strike or any other interference with the operation of the Employer's business, except as provided in Article 22.

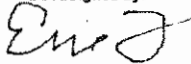
Section 2. During the term of this Agreement, there shall be no lockouts by the Employer.


THIS AGREEMENT is signed and dated this 4/15/2020.


FOR: STATE OF MONTANA

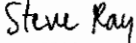
FOR: MONTANA FEDERATION OF  
PUBLIC EMPLOYEES

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Michael P. Manion, Chief  
State Office of Labor Relations

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Eric Feaver, President  
Montana Federation of Public  
Employees

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Reginald D. Michael, Director  
Montana Department of Corrections

  
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Bryan Blair, Local President  
Montana Federation of Public  
Employees

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Steve Ray, Administrator  
Division Administrator  
Montana Department of Corrections



## **ADDENDUM A - BROADBAND PAY SCHEDULE**

### **Pay Rules**

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 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.

The State shall increase each employee's base salary by \$.50 per hour effective the

first full pay period that includes January 1, 2020 and \$.50 per hour the first full pay period that includes January 1, 2021.

Effective the pay period that includes January 1, 2020, management 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)
Accounting Technician	433314						\$ 17.89
Correctional Officer	333113	\$ 15.96	\$ 16.63	\$ 17.30	\$ 17.97	\$ 18.64	\$ 19.31
Correctional Officer	333114	\$ 18.64	\$ 19.65	\$ 20.25	\$ 21.06	\$ 21.86	\$ 22.67
Electrician	472815						\$ 23.54
Food Service Sup/Mgr.	351114						\$ 16.62
Maintenance Worker	499414						\$ 17.36
Secretary	436413						\$ 15.37
Warehouse Worker	537633						\$ 14.24
Registered Nurse	291616				\$ 28.80	\$ 32.77	\$ 35.74
Child Family Social Worker	211216		\$ 18.26	\$ 9.70	\$ 21.14	\$ 22.58	\$ 24.04

Security Officers (333113) will be compensated an additional \$0.50/hour for the additional duties in these positions.

Effective the pay period that includes January 1, 2021, 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)
Accounting Technician	433314						\$ 18.39
Correctional Officer	333113	\$ 16.46	\$ 17.13	\$ 17.80	\$ 18.47	\$ 19.14	\$ 19.81
Correctional Officer	333114	\$ 19.14	\$ 20.15	\$ 20.75	\$ 21.56	\$ 22.36	\$ 23.17
Electrician	472815						\$ 24.04
Food Service Sup/Mgr.	351114						\$ 17.12
Maintenance Worker	4999414						\$ 17.86
Secretary	436413						\$ 15.87
Warehouse Worker	537633						\$ 14.74
Registered Nurse	291616				\$ 29.30	\$ 32.77	\$ 36.24
Child Family Social Worker	211216		\$ 18.76	\$ 20.20	\$ 21.64	\$ 23.08	\$ 24.54

Security Officers (333113) will be compensated an additional \$0.50/hour for the additional duties in these positions.

The Health Care and Benefits Division 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, 2020. The State's share contribution (currently, \$1054 a month) will not change during the same period.

## **ADDENDUM B - GRIEVANCE PROCEDURE**

Step 1. Any dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement shall be taken up with the employee's immediate supervisor within 15 working days of the grievance. The immediate supervisor shall have 5 working days to respond. All grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor 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 immediate supervisor's response of Step 1 to the appropriate management official. The employee must provide the management official with a written explanation of why the immediate supervisor's proposed solution was not acceptable. The management representative at the second step shall have 10 working days from 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 department director or his/her designee within 10 working days of the receipt of the Step 2 response. The director shall have 15 working days to respond to the grievance in writing.

Step 4. Should the Federation consider the decision of the director unsatisfactory, the Federation shall, within 15 working days of receipt of such decision, notify the director and the Chief of State Office of Labor Relations 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 limit set forth in any step will entitle the employee 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 provisions of this contract may not pursue the same grievance under another procedure.

6. In the event of a classification related grievance, the statutory classification appeal route shall be followed wherein the grievance may be submitted to the Board of Personnel Appeals for final resolution. Where a question arises as to whether the matter falls under the jurisdiction of the Board or could possibly be arbitrated, the matter shall be referred to the Board for a decision.

### ***RULES OF ARBITRATION***

1. Within 10 working days of receipt of the Federation 's notice of its intent to arbitrate a grievance, the parties shall call upon the Federal Mediation and Conciliation Service for a list of 5 potential arbitrators.

2. 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 20 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 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 cost.

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 party requesting the cancellation is responsible for payment.

**ADDENDUM C - GRIEVANCE FORM**

The following form shall be used to process grievances in accordance with Addendum B, Grievance Procedure, of the MFPE Master Agreement. The employee(s) shall fill out the following form if they are not satisfied with the Step 1 answer of the immediate supervisor within 10 working days of receipt of said response:

**EXPLANATION OF THE GRIEVANCE** (to include identification of Articles and Sections of the contract that were violated, and when the grievance occurred. Also attach documents, if any, to support your claim):

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**YOUR PROPOSED SOLUTION TO THE GRIEVANCE:**

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\_\_\_\_\_  
Employee(s)' Signature

\_\_\_\_\_  
Date

**STEP 2 RESPONSE** (The Management Representative or his/her designee shall answer within 10 working days of receipt of this form, the grievance described by the employee(s) on page 1):

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\_\_\_\_\_  
Signature of Management Representative  
(or his/her designee)

\_\_\_\_\_  
Date

Step 3. If no settlement is reached at Step 2, forward on this form to the Department Director or his/her designee within 10 working days of the receipt of the written Step 2 response. The Director, or his/her designee, shall have 15 working days in which to respond to the grievance in writing.

**REASONS** (The employee(s) shall state the reason(s) for not accepting Management's answer at Step 2):

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\_\_\_\_\_  
Employee(s)' Signature

\_\_\_\_\_  
Date

**STEP 3 RESPONSE** (The Director of the Department or his/her designee shall respond to the employee(s)' grievance below within 15 working days of receipt of the grievance at Step 3):

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\_\_\_\_\_  
Director's or his/her designee's signature

\_\_\_\_\_  
Date

**Memorandum of Understanding**  
**Between**  
**State of Montana**  
**Montana Department of Corrections,**  
**Pine Hills Correctional Facility**  
**And**  
**Pine Hills Correctional, Security, Kitchen, Clerical, Social Workers**  
**And Nurses**  
**Montana Federation of Public Employees**

This Memorandum of Understanding is between the State of Montana, Department of Corrections, Pine Hills Correctional Facility, (the “State”) and the Pine Hills Correctional, Security, Kitchen, Clerical, Social Workers and Nurses, Montana Federation of Public Employees (the “Federation”).

Under the Term of Agreement section, the parties agree to extend the expiration date of their collective bargaining agreement through June 30, 2023. The remainder of the Term of Agreement section remains the same except that the Federation’s right to engage in concerted activity will occur after December 31 of even years.

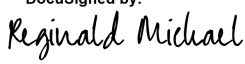
The parties agree that all working conditions and terms of the collective bargaining agreement shall be final and shall not be opened or re-bargained for the duration of the agreement with the singular exception of wages or remunerations.

The State and the Federation shall retain the right to bargain and negotiate wages or other remunerations during the term of the collective bargaining agreement. Any agreement between the parties regarding wages or remunerations shall be memorialized in a document separate from the collective bargaining agreement.


Signed and dated this 12/30/2020.


FOR THE STATE:

FOR THE FEDERATION:

DocuSigned by:  
  
9F85110F4C59476...  
Reginald D. Michael, Director

DocuSigned by:  
  
1EF746F0B955418...  
Bryan Blair, President

DocuSigned by:  
  
8E2DE9861B4E4EF...  
Mike Manion, Chief of Labor Relations

DocuSigned by:  
  
2BBE68CC3314BD...  
Amanda Curtis, MFPE President