

2013-2015

Collective Bargaining Agreement

between

**Department of Corrections,
Youth Services Division,
Pine Hills Youth Correctional Facility**

and

Pine Hills Education Association, MEA-MFT

PREAMBLE

THIS AGREEMENT, made and entered into this 26th day of August 2013 between the State of Montana, by and through the Department of Corrections, hereinafter called the "Employer" and the Pine Hills Education Association, MEA-MFT hereinafter called the "Association," shall constitute a binding Agreement governing the covenants and stipulations herein contained.

DEFINITIONS

Association: Pine Hills Education Association, MEA-MFT.

Employer: The State of Montana, by and through the Department of Corrections and Pine Hills Youth Correctional Facility.

Agreement: The negotiated agreement entered into and formally ratified by the Association and the Employer.

Collective Bargaining Act: The Collective Bargaining for Public Employees Act, Sections 39-31-101 through 39-31-409, M.C.A., as amended.

Teacher: Where used herein, the term "teacher" shall mean employees of Pine Hills Youth Correctional Facility who are certified to teach by the state of Montana and who perform professional services in contact with students, but shall exclude; superintendents, assistant superintendents, administrative assistants, directors, assistant directors, principals, assistant principals, supervisors, consultants, deans, coordinators, social workers, psychologists, recreational supervisor, and teacher aides.

Superintendent: The Superintendent of Pine Hills Youth Correctional Facility or designated representative.

Principal: The principal or education director of Pine Hills Youth Correctional Facility.

Bargaining Unit: The appropriate bargaining unit of teachers established by the Board of Personnel Appeals.

ARTICLE 1 ASSOCIATION RECOGNITION

- 1.1 The Employer hereby recognizes the Association as the exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees in the appropriate unit.

**ARTICLE 2
NON-DISCRIMINATION**

- 2.1 No member of the Association shall be discharged or discriminated against for upholding Association principles. The Employer and the Association affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of the employee's skill and ability without regard to race, color, creed, national origin, or sex.
- 2.2 In accordance with the provisions of Section 49-3-301, et seq., M.C.A., ("Montana 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, or ancestry. The Employer may not enter into any benefit plans such as retirement, pension, or insurance plans, which may be construed as subterfuges to evade the purposes of the Code.

**ARTICLE 3
SAVINGS CLAUSE**

- 3.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 4
NO STRIKE**

- 4.1 The Employer and the Association agree that there will be no strike or lock-out during the term of this Agreement, except relative to economic issues during the time the Legislature is in session.

**ARTICLE 5
MANAGEMENT RIGHTS**

- 5.1 The Association shall recognize the prerogatives of the Employer to operate and manage its affairs in accordance with Section 39-31-303, M.C.A.

Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs 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 be inefficient and non-productive;
 - (4) maintain the efficiency of government operations;
 - (5) determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
 - (6) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
 - (7) establish the methods and processes by which work is performed.
- 5.2 It is further agreed and understood that the Agency (Employer) has the right and duty to formulate, modify, and enforce rules, regulations, and procedures in support of the above management rights. All rules, regulations, and policies of the Department in existence as of the ratification of this contract shall remain in full force and effect, provided that such rules, regulations, and policies are not in conflict with the express terms of this Agreement.
- 5.3 A certified school administrator and his/her supervisors shall supervise and direct the teachers.

ARTICLE 6 AGENCY SHOP

- 6.1 Any present or future employee covered by this agreement who is not an Association member and who does not make application for membership shall, as a condition of employment, pay to the Association a representation fee in an amount determined by the Association. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice to the Employer from the Association.
- 6.2 Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Association dues of such employee from his/her pay and remit such deduction within 30 days to the MEA-MFT.
- 6.3 The Association agrees to indemnify the Employer against claims or judgments brought against the Employer as a result of check-off of Association dues. This indemnification does not extend to a challenge on the constitutionality of agency shop deductions.

ARTICLE 7 ASSOCIATION RIGHTS

- 7.1 Exclusive Rights of Association
The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other competing organization.

- 7.2 Association Business
Representatives of the Association and its affiliates will be permitted to transact official Association business on school property, provided that this shall not disrupt normal institutional operations. Designated representatives of the Association shall be allowed to receive telephone calls and other communiqués concerning Association business during school hours, provided these calls do not disrupt normal institutional operations.
- 7.3 Association Use of Buildings
The Association and its representatives shall have the right to use the academic building section for meetings contingent upon availability. The principal of the building in question shall be notified at least one workday in advance of the time and place of all such meetings.
- 7.4 Association Use of Communication Facilities
The Association and its representatives shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided. The Association may use the teacher mailboxes for communication to teachers.
- 7.5 Association Involvement at Faculty Meetings
The Association shall be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities. Furthermore, the Association shall be given an opportunity at faculty meetings to present reports and announcements.
- 7.6 The Association shall appoint one member of any committee, which is composed exclusively of teachers, and/or teachers and their supervisors, and where the business of the committee is education and/or school operation.
- 7.7 Labor Management Committee
Since the employer recognizes the teaching staff to be an integral element in the accomplishment of the institution's mission, it is agreed that a committee will be established for the purpose of maintaining a communication link between those teachers and management. This committee shall serve to provide for the open exchange of ideas and dialogue regarding matters related to the educational mission.

This committee will be composed of two members chosen by Management, and two members chosen by the Association. The names will be provided to the Superintendent of Pine Hills. This committee will meet during the regularly scheduled work hours. Meetings will be scheduled monthly by mutual agreement.

Either side may present issues for discussion, which should be presented in written form at least 10 days prior to the next scheduled meeting. These written issues

shall not be restrictive but shall serve as an outline for communication. Unscheduled meetings may be called on 48 hours notice in the event of agreement of three members of the committee as to the urgency of an issue, which requires more immediate discussion.

ARTICLE 8 EMPLOYEE RIGHTS

8.1 Personnel Files

Only one personnel file will be maintained for each teacher. The personnel file shall be kept in the administrative offices of the institution and be open to the teacher during regular office hours.

When an authorized individual reviews a teacher's personnel file, he/she shall indicate such review on a log sheet included in the file.

No information critically reflecting on the teacher will be placed in his/her personnel file unless it is signed by the author, and unless the teacher has had an opportunity to read the material and respond to it. Any derogatory material not shown to a teacher within 10 calendar days after receipt or composition shall not be used in any disciplinary action against said teacher.

No derogatory material shall remain in the file for more than one calendar year unless it is related to ongoing disciplinary action or litigation. Materials related to offender/inmate abuse/neglect, inappropriate relationships/offender/inmate boundary issues that have been substantiated will remain in the personnel file.

8.2 Complaints.

Whenever a teacher is the subject of either an oral or written complaint, which results in a subsequent investigation, the teacher shall be notified within 10 working days of the receipt of such complaint unless this is subject to necessarily confidential investigation. If substantiated, the teacher shall be entitled to review the total subject matter before making comment. If the employee chooses to respond, he/she must do so within 10 working days.

8.3 Just Cause.

No teacher who has completed his/her probationary period shall be disciplined or terminated without just cause.

8.4 Appearance Before Employer

No teacher shall be required to appear before the Employer or its agents at a disciplinary hearing, unless he/she has been given prior written notice of the time, place, and reason for such a hearing, and shall be entitled to have an available representative of the Association present to advise him/her and represent him/her during such hearing.

8.5 Uniform Application of Rules and Regulations
All rules and regulations governing teacher activities and conduct shall be interpreted and applied uniformly.

8.6 Unsafe Working Conditions
It is the responsibility of the teacher to report any unsafe working conditions to his/her immediate supervisor, who has the responsibility to investigate the report and see that all efforts are made to remedy the conditions. The investigation will begin within five working days whenever possible. The teacher reporting the unsafe working condition may receive a copy of the report if the report does not involve confidential information.

Pupil assaults upon teachers shall be promptly reported to the Employer or his/her designated representative. The Employer will provide counsel and advice to the teacher relative to the teacher's rights and obligations with respect to such assault.

In order to provide a safe and secure environment for students and faculty, the school shall provide two-way radios and telephones as follows:

- 1 radio for the 2nd floor
- 1 radio for P.E.
- 1 telephone for I.S.S.
- 1 telephone for Unit C classroom

8.7 Duty Facilities
Teachers have the right to use assigned duty facilities for class preparation provided the area is available. Teachers shall be informed one week in advance if their duty facility will not be available for their use in class preparation.

8.8 Damages to Personal Property
The employer will provide just compensation for the destruction or damage of clothing or personal property when loss or damage is caused as a result of employment; providing any personal property or prosthetic device so damaged or destroyed is Management approved and required; and subject to the incident being reported to the employee's immediate supervisor prior to the end of the shift during which the incident occurred and a fiscal claim being made to Management within 72 hours.

8.9 Orientation
Each new teacher will be provided with 40 hours of orientation during the first week of his/her employment. All teachers will be regularly updated on all new organizational directives pertinent to the job, including but not limited to pupil grading system, pupil discipline procedures, incident reports, security, and lodge relations.

ARTICLE 9 WORKING CONDITIONS

9.1 Teaching Load

The weekly teaching load for the teachers shall be no greater than 28 hours of assigned pupil responsibility. Contact time is defined as any time a teacher is assigned pupils for purposes of classroom instruction or supervision.

9.2 Work Year

The work year will be based on 2080 hours including statutory holidays and 12 PIR days. The Friday after Thanksgiving will not be a pupil instruction day.

9.3 PIR Days

Two of the PIR days will be scheduled concurrently with MEA-MFT conference days. Out of the remaining PIR days the Administration may plan for up to 20 hours of training for teachers, which may include two eight-hour blocks of instruction. At the mutual agreement of union and management, two consecutive blocks of eight-hour training can be scheduled.

9.4 Work Day

The normal workday shall be no greater than eight hours during which time the teacher will be available for service. Teachers shall accumulate exempt comp time for hours worked in excess of eight hours in a day or 40 hours in one week in accordance with Department of Corrections Policy No. 1.3.7. as of May 1997. If the policy changes or is otherwise revised during the term of this Agreement, this language shall be open for negotiations with the expiration of the collective bargaining agreement. If department policy does not change, this language will continue in full force and effect unless renegotiated by either party.

The normal workday shall begin at 7:30 a.m. and end at 4:00 p.m. with a one-half hour duty free lunch.

Flexible scheduling may be available to teachers with management approval. A teachers schedule (other than 7:30 - 4:00) will not be permanently changed without five working days' notice.

9.5 Work Period

The regular work period for all teachers shall be Monday through Friday.

9.6 Work Week

A workweek shall be seven consecutive days as established by management.

9.7 Preparation Time
Teachers covered by this contract shall be allowed a minimum of one class period of preparation time per day. The intent of this time is to provide for lesson planning, professional reading or other activity designed to improve teacher performance or student learning.

9.8 Class Load
Desirable maximum class loads are defined as 10 pupils in tech ed classes, 12 pupils in academic classes and 15 pupils in P.E. classes.

9.9 Calendar Committee
The calendars for the fiscal years covered by this agreement are attached as Addendum C and Addendum D.

An advisory committee composed of two teachers and two management representatives will reach agreement upon a proposed school year calendar. The proposed calendar will be presented to management for the final approval six months prior to the start of the next fiscal year.

9.10 The academic section will be closed for student instruction on the day preceding the state Christmas holiday. The option available for teachers will be to take annual leave, or come to the facility and report for work for that eight-hour day.

9.11 A Training Committee will be established comprised of two members appointed by the Pine Hills Education Association, and two members appointed by management. Five (5) days per calendar year, (January-December), will be set aside for training purposes. These training days will be in addition to the regularly scheduled PIR days.

The Training Committee will be charged with researching and recommending, to the Superintendent of the Facility, the training days to meet department and division mandates, and the American Correction Association requirements for facility accreditation.

9.12 Cameras in the Facility
Audio or surveillance equipment is installed for safety and security purposes. In the event products of this equipment are used to support disciplinary action, it shall be subject to the grievance procedure and the provisions outlined in Article 8.3.

ARTICLE 10 COMPENSATION

10.1 Teachers will be compensated in accordance with Addendum A attached. Advancement on the matrix shall be in accordance with Addendum A.

Teachers will earn sick and annual leave according to MOM policy based upon a 2080-hour work year.

- 10.2 Employee group insurance benefits will be provided according to 2-18-703, M.C.A.
- 10.3 Upon written authorization from the teacher, the Employer shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, and insurance.
- 10.4 Longevity will be paid in accordance with the Montana State Law.
- 10.5 Employees of the bargaining unit shall be members of the Montana State Teachers' Retirement System. The employee and the Employer contributions shall be in accordance with State Law.
- 10.6 Quality Educator monies appropriated by 2011 Session of the Montana legislature made it possible for the parties to agree as follows:
 - (1) The seventy-three cents (\$0.73) per hour referenced in the November 21, 2006 Memorandum of Agreement and the forty cents (\$0.40) referenced in the 2007-2009 contract will continue.
 - (2) Each year set aside \$3,000 for recruitment. The recruitment fund will not be used to attend job fairs but may be used for expenditures such as: travel costs, moving expenses, signing bonuses, etc. No fund to be expended until vacancy remains vacant after full recruitment cycle has been exhausted without successful hire.
 - a. Each June 1 unencumbered recruitment funds will be allocated for uniform bonuses based upon criteria developed by a joint committee.
 - b. If no criterion is developed before February first, the previous year's criteria will be used.
 - c. If criteria for bonuses are not satisfied, unencumbered recruitment funds will be used to purchase material/supplies for the school as determined by a joint committee of teachers and management.

ARTICLE 11 EMPLOYEE BENEFITS AND LEAVES

- 11.1 Sick Leave
Employees in the bargaining unit are entitled to accumulate sick leave benefits as provided for all state employees in Section 2-18-618, M.C.A., and as pronounced by the Department of Administration in the Montana Operations Manual.

11.2 Family Sick Leave

Family sick leave may be taken in the event of illness or death in the employee's immediate family. Immediate family shall be defined as: spouse, children, parents, grandparents, grandchildren, and in-laws.

Teachers may request sick leave usage for any other significant household member and such request will be considered on a case-by-case basis.

This leave will be deducted from the employee's sick leave.

11.3 Maternity Leave

Maternity Leave shall be accorded to employees of the bargaining unit as provided in the Montana Code Annotated, and Administrative Rules of Montana.

11.4 Family Leave

Teachers may request family leave and the determination whether to grant such leave will be made in compliance with relevant state and federal law.

11.5 Jury Duty

Teachers will be accorded leave for jury duty or service as a witness as provided by Section 2-18-619, M.C.A.

11.6 Military Leave

Teachers will be accorded military leave as provided by Section 10-1-604, M.C.A.

11.7 Leave for Public Office

Teachers shall be accorded leave for serving in a public office as provided in Section 2-18-620(1)(2), M.C.A.

11.8 Staff Development

Teachers shall be granted a leave of absence without loss of salary for educational purposes. Such leave shall be requested by the employee and subject to the approval of management as to the appropriateness of the education to the mission of the agency with the understanding that minimum staffing needs must be met. Requests shall be made sufficiently in advance to provide for adequate management planning. Management will make every attempt to equalize the availability of state funded attendance at workshops, seminars, and/or conferences, which are pertinent to the teacher's assigned area.

The Employer recognizes the importance of providing training for teachers in areas such as first aid, CPR and alcohol and drug abuse dependency and will provide training in these areas.

When the Pine Hills institution requires teachers to take courses, workshops, or other training, the State shall reimburse the teacher the tuition and fees of such

courses. This shall not apply to courses required to maintain certification or to advance on the salary schedule.

11.9 Leave of Absence

A leave without pay can be provided for good and sufficient reason such as: extended family illness, exchange teaching, foreign or military teaching programs, cultural travel or work programs related to his/her professional responsibilities, or for purposes which can be mutually agreed to between the employee and management. The granting of such leave shall be contingent upon the needs of the institution and shall be accomplished by utilizing the standard state leave request procedure.

Status of teachers on extended leave in regard to placement on the salary schedule and other factors related to length of service is not to be reduced because of the absence.

A teacher returning from an extended leave shall be restored to his/her teaching position or to a position of like nature, seniority, status, and pay.

11.10 Mediation and Fact-Finding

A teacher called to appear for a fact-finding proceeding shall be provided paid release time during working hours for that period of time his/her attendance is required.

Mediation proceedings shall be scheduled by mutual agreement. If scheduled during normal working hours, bargaining team members whose attendance is required shall not lose compensation for performance of such duties, however Management shall maintain the right to meet staffing needs of the School.

11.11 Association Leave

Association officers or designees shall be granted a leave of absence with pay to conduct Association business. Such leave shall be subject to approval by the Superintendent based upon the staffing needs of the school program and shall be requested on the standard leave request form. Such leave shall be limited to seven days per year for the unit. The Association will reimburse the school for the cost of the substitute(s).

11.12 Annual Leave

Teachers shall earn annual leave as provided by 2-18-611-617,621, M.C.A. The dates of annual leave shall be determined by agreement between the employee and the school in accordance with 2-18-616 M.C.A. It is understood that there may be a limitation on the number of teachers who may take leave simultaneously. This limitation will be based on program needs. Requests for blocks of annual leave of four or more working days must be submitted, in writing, 30 days in advance. Preference shall be given to the first request. Should simultaneous requests occur, seniority shall prevail.

At the discretion of management, the school may allow a teacher to use these days in increments of less than eight hours.

11.13 Holidays

Teachers shall be accorded paid holidays as provided by Section 1-1-216 and 2-18-603, M.C.A.

11.14 Extended Education Leave

Unpaid, extended educational leave may be available depending upon the needs of the institution. A teacher requesting unpaid educational leave shall present the justification for leave including the beginning and ending dates, in writing to management, at least four months prior to the requested leave date.

Management may grant such leave contingent upon:

- (1) Relevance of proposed education leave to the needs of the institution and employee in maintaining and enhancing the employee's job skills, with the understanding that preference will be given to;
 - a. teachers renewing certificates.
 - b. teachers accepted into graduate programs.
- (2) Staffing needs, such that several requests for educational leave on the same day(s) shall not leave the institution unable to meet its basic needs.
- (3) If a teacher's certification is in jeopardy because multiple requests for leave have been denied, the institution will guarantee that, prior to the loss of certification, a leave will be granted.

The status of teachers on extended leave in regard to placement on the salary schedule and other factors related to length of service is not to be reduced because of the absence. Employees on such leave may self-pay insurance premiums during an extended leave.

A teacher returning from an extended leave shall be restored to his/her teaching position or to a position of a like nature, seniority, status and pay.

ARTICLE 12 TEACHER EVALUATION

12.1 The parties agree that the primary objective of the program to evaluate a teacher's performance is to improve the quality of instruction.

12.2 Evaluation of teacher performance shall only be done by individuals who shall hold Class III Administrative Endorsements. Teachers shall be evaluated only in their normal teaching situation and their student supervisory responsibilities.

- 12.3 The Employer shall have the first twelve months of active employment as a probationary period during which the employer shall determine the teacher's competency. After successful completion of this probationary period, teachers shall only be dismissed for just cause.
- 12.4 During this probationary period, the teacher's supervisor will conduct formal observations of at least 15 minutes in length, no more than three months and six months after the teacher's starting date; and at least annually from the completion of the probationary period. The teacher shall receive notice prior to each formal evaluation. Informal evaluations shall be conducted at the supervisor's discretion. A teacher's formal evaluation shall be completed and reviewed no later than April 1 of each school year.
- 12.5 Within 10 working days after the formal observation, the teacher will receive a written report of the observation, followed by a conference between the parties within five working days after receipt of the report.
- 12.6 At this conference, and on written evaluation forms, the supervisor will point out the teacher's strengths and weaknesses.
- The supervisor shall provide specific suggestions for improvement and allow reasonable time to overcome the specified weaknesses.
- Teachers will be notified of performance standards prior to rating period by receiving a copy of the evaluation document upon employment.
- 12.7 Prior to placement in the employee's file, the written evaluation shall be submitted to the employee for comment. The comments shall be attached to the final evaluation.
- 12.8 All copies of the evaluation will be signed by both the teacher and the supervisor-evaluator. No changes shall be made after the signatures are affixed.

ARTICLE 13 PROMOTIONS, VACANCIES, AND LAYOFFS

- 13.1 **Promotions and Vacancies**
Vacancies and new positions shall be posted on staff bulletin boards at least 10 working days prior to application deadline and five working days prior to public advertisement. Such postings shall include any prerequisites for the position.
- 13.2 **Layoffs**
In the event that it should be necessary to reduce the number of teachers in the bargaining unit, teachers shall be retained on the basis of qualifications, length of

service at Pine Hills, accreditation needs of the institution. Any teacher who is to be laid off shall receive 60 calendar days notice.

Teachers laid off in accordance with the above shall be offered re-employment in the reverse order of layoff. Teachers shall have 10 calendar days to accept this offer of reemployment from date of receipt of a certified letter.

ARTICLE 14 STUDENT DISCIPLINE

- 14.1 The Principal or Superintendent, or his/her designee' shall meet and confer with the teacher to provide input for a corrective program.
- 14.2 A record of student discipline cases will be maintained for use as a basis for recommendations for necessary and proper disciplinary programs for student misbehavior.
- 14.3 Teachers will be covered by the State Liability Insurance as provided by law.
- 14.4 Time lost by a teacher in connection with any incident covered under 14.3 shall not be charged against the teacher.
- 14.5 A committee to deal with student discipline shall be formed. The committee shall consist of three members, two appointed by the Association, and one appointed by Management. The committee shall meet at least once during the first session and at least once during the second session at a mutually agreeable time. The findings and written recommendations shall be submitted to the Superintendent before March 15th. The committee shall be provided an opportunity to meet with the Superintendent within one month after submission. A record shall be kept of the proceedings and be available to both parties.

ARTICLE 15 CURRICULUM ADVISORY COMMITTEE

- 15.1 The Employer and the Association agree to form a Curriculum Advisory Committee (CAC) to review and make recommendations to the Principal relating to anticipated changes in curriculum.
- 15.2 This committee shall consist of four members; two appointed by the Association, and two appointed by the Superintendent.
- 15.3 The CAC will schedule meetings at least twice during the school year. The Committee will select the chairperson.
- 15.4 The CAC shall submit its recommendations to the Principal in writing, a copy going to the Association. Minority reports shall also be submitted. The Principal shall

make a written statement of rationale when CAC recommendations are not adopted. The CAC shall have the option of submitting the recommendations to the Superintendent if the recommendations are not adopted by the Principal.

ARTICLE 16 STUDENT TEACHING PROGRAM

- 16.1 Pine Hills Youth Correctional Facility will not have student teachers. Administrative approval for exceptions may be made for Pine Hills teachers seeking additional endorsements.

ARTICLE 17 GRIEVANCE AND ARBITRATION

- 17.1 Having a desire to create and maintain harmonious labor relations between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of terms and provisions of this Agreement.
- 17.2 Any grievance, controversy, or dispute arising over the operation of this Agreement shall be taken up informally by the aggrieved employee with the immediate supervisor in an attempt to reach agreement. If the grievance involves a group of employees having the same complaint, the Association grievance representative may meet with the immediate supervisor to attempt settlement.

A working day, for the purposes of Article 17, is defined as Monday through Friday excluding holidays.

Step 1:

If the grievance cannot be settled informally, it shall be presented in writing on a standard grievance form which shall be mutually adopted and which shall include a place for the signature of the aggrieved (See Addendum B). The form shall be submitted to the immediate supervisor within 20 working days of the alleged grievance. A meeting will be held to discuss the issue(s) within five working days of receipt of the grievance form. The immediate supervisor shall respond in writing, within five working days of the meeting.

Step 2:

If such controversy or dispute cannot be adjusted in this manner, it shall be presented to the Superintendent or his/her designee' in writing within 10 working days of receipt of Step 1 decision. The Superintendent or his/her designee shall meet with the grievant and/or the Association within 10 working days of receipt of the grievance. The Superintendent or his/her designee shall provide written response within 10 working days of the meeting.

Step 3:

If no settlement can be reached at Step 2, the controversy shall be presented in writing to the Director of the Department of Corrections or his/her designee within five working days of receipt of response of Step 2, and attempted settlement shall be made. The Director or his/her designee will respond in writing within 15 working days of receipt of the grievance.

17.3 Elements of the written grievance.

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

- (1) The name of the grievant(s).
- (2) A statement of the grievance, the specific contract language alleged to have been violated, any facts upon which the grievance is based and a brief explanation of the relationship between those facts and the alleged contract violation.
- (3) The remedy or correction requested.

17.4 Should the grievant and the Association consider the decision of the Director or his/her designee to be unsatisfactory, the employee and the Association shall, within ten working days of receipt of such decision, notify the Director or his/her designee in writing of their intention to have such grievance referred to final and binding arbitration.

17.5 Within ten working days after such written notice of intention is delivered to the Director, the Association and the State shall call on the Board of Personnel Appeals to provide a list of five persons from which to choose the arbitrator.

17.6 Each party shall be entitled to strike two names from the list in alternate order and the name remaining shall be the arbitrator. The arbitrator shall render a decision within 30 working days of the hearing, or submission date of post-hearing briefs, and that decision shall be final and binding.

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

17.8 During the processing of any matter under this or preceding steps, the Association agrees not to strike due to the grievance and the Employer agrees not to lock out employees represented by the Association due to the grievance.

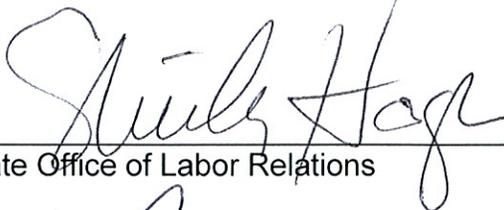
- 17.9 Any failure or refusal to abide by the terms of this grievance and arbitration procedure shall constitute a waiver by the party who breaches the Agreement, of the rights and constraints created by the above grievance and arbitration clause.
- 17.10 No arbitrator shall have the power to add to, detract from, or modify the terms of this Agreement.
- 17.11 Neither party shall be permitted to assert in the arbitration proceeding any additional issue, which was not submitted to the other party by Step 2 of the grievance procedures.
- 17.12 No reprisals of any kind will be taken by the Employer against any person because of participation in this grievance procedure.
- 17.13 Any hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present without loss of pay, including any and all witnesses. Discussion in the handling of a grievance, formally or informally, shall take place whenever possible on school time. Management shall not be required to excuse more than three teachers from the classroom simultaneously under this part.
- 17.14 The School agrees to furnish to the Association upon written request to the Superintendent such information, or access to such information as is not confidential and is available for necessary processing of grievances.

ARTICLE 18 TERM

- 18.1 This Agreement shall be effective July 1, 2013 and shall continue in full force and effect until June 30, 2015. If either party wishes to renegotiate this Agreement, it shall give written notice to the other party at least ninety days before its expiration date.
- 18.2 The parties recognize that this Agreement is a binding contract covering the terms and conditions of employment, and neither shall be obligated to bargain during its term, except by mutual consent.
- The parties recognize that during its term, the Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the Agreement.
- 18.3 The parties to this Agreement stipulate that this contract was negotiated in the good faith assumption that these teachers are state employees. It is agreed that should the Legislature change the status of these employees, the parties will meet and modify the Agreement to conform to legislative intent.

IN WITNESS THEREOF, the parties hereby affix their signatures as of this 26th day of August 2013

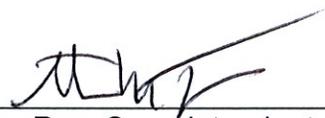
FOR: STATE OF MONTANA



State Office of Labor Relations

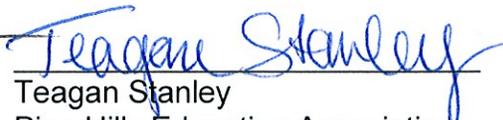


Mike Batista, Director
Department of Corrections

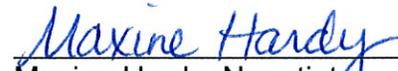


Steve Ray, Superintendent
Pine Hills Youth Correctional Facility

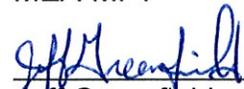
FOR: PINE HILLS EDUCATION ASSOCIATION, MEA-MFT



Teagan Stanley
Pine Hills Education Association,
MEA-MFT



Maxine Hardy, Negotiator
Pine Hills Education Association,
MEA-MFT



Jeff Greenfield
MEA-MFT Field Consultant

ADDENDUM A TEACHERS BROAD BAND PAY PLAN

As provided in section 2-18-703 MCA the employer contribution for group health benefits is \$733 a month from January 2011 through December 2013, \$806 a month from January 2014 through December 2014 and \$887 a month from January 2015 for each succeeding month.

1. On October 1, 2007 the broadband pay rates established below will be implemented. Current staff will be placed on the pay increment that is appropriate based upon occupational range and years of experience in their current job; however, no employee shall suffer a reduction in wages as a result of the implementation of this Broadband pay agreement.
2. 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. No newly hired teacher shall be placed higher on the salary range than any teacher currently employed with like/similar licensure/education and equal or more years teaching experience.
3. After January 1, 2008 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, 2008 and their job anniversary date.
4. 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.
5. 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 on the first day of the next pay period.
6. Any employee who does not successfully complete the training requirement(s) 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 on the first day of the next pay period.
7. Broadband pay ranges are as indicated below.
8. The parties established a Broadband pay committee comprised of three members chosen by the union and three members chosen by management. Any dispute involving a pay decision related to this (Broadband pay) Agreement will be submitted to this Broadband pay committee. 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.

9. The parties also established a Broadband Training Committee tasked to develop training requirements/standards for progression through the Broadband pay increments. This committee shall develop and recommend a plan for the allocation/distribution of the 2008 six-tens of one percent (0.6%) discretionary money appropriated pursuant to 2-18-303 MCA for the second year of the biennium. Union and Management each appoint two people to this Broadband Training Committee. Any issue or question the Broadband Training Committee is unable to resolve through consensus shall be referred to the appropriate union and management representatives who shall address the matter through collective bargaining.

10. All employees covered by this collective bargaining agreement under the Broadband Pay Plan shall receive a 3% across-the-board increase on the base pay rate effective in the pay period that includes July 1, 2013 and a 5% across-the-board increase on the base pay rate effective in the pay period that includes November 15, 2014.

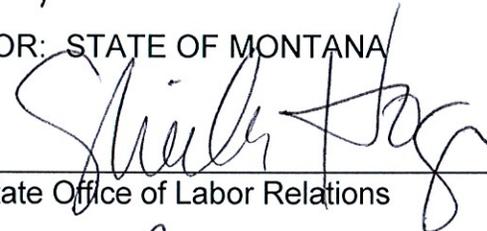
Management agrees to move the increments in the agreement by 3%. As follows:

| Job Code | Class Title | 1 st Increment | 2 nd Increment | 3 rd Increment | 4 th Increment | 5 th Increment | Target Market Pay | Maximum |
|----------|-------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|-------------------|----------|
| 252316 | Teacher | \$15.506 | \$16.280 | \$17.056 | \$17.831 | \$18.606 | \$19.382 | \$25.152 |

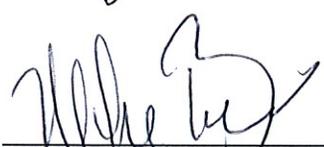
If management determines resources have become available during the term of this agreement, the parties agree to reopen the agreement for wages only.

IN WITNESS THEREOF, the parties hereby affix their signatures as of this 26th day of August 2013.

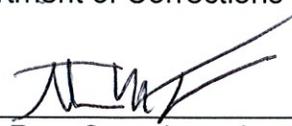
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FOR: PINE HILLS EDUCATION ASSOCIATION, MEA-MFT



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Pine Hills Education Association,
MEA-MFT



Maxine Hardy, Negotiator
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MEA-MFT



Jeff Greenfield
MEA-MFT Field Consultant

**ADDENDUM B
GRIEVANCE REPORT FORM**

Pine Hills Youth Correctional Facility
Miles City, Montana

Name: _____

Grievance No. _____

Date: _____

Teaching
Position: _____

Grievance
Occurred: _____

STATEMENT OF FACTS:

SPECIFIC PROVISIONS OF AGREEMENT ALLEGEDLY VIOLATED:

PARTICULAR RELIEF SOUGHT:

DATED: _____

Signature of Grievant

Signature of PHEA, MEA-MFT
Representative

**SCHOOL CALENDAR
2013-2014**

| | | | |
|-----------------|-----------|--|-----------------------------|
| Aug 26, 2013 | Monday | School Begins | 1 st Session |
| Sept 2, 2013 | Monday | Labor Day | Holiday |
| Oct 14, 2013 | Monday | Columbus Day | Holiday |
| Oct 17, 2013 | Thursday | Pupil Instruction Related (PIR) Day | MEA Conference |
| Oct 18, 2013 | Friday | Pupil Instruction Related (PIR) Day | MEA Conference |
| Oct 31, 2013 | Thursday | | End 1 st Session |
| Nov 1, 2013 | Friday | Pupil Instruction Related (PIR) Day | End 1 st Session |
| | | | 45 class days |
| Nov 4, 2013 | Monday | School Begins | 2 nd Session |
| Nov 11, 2013 | Monday | Veterans' Day | Holiday |
| Nov 28, 2013 | Thursday | Thanksgiving Day | Holiday |
| Nov 29, 2013 | Friday | No School | |
| Dec 23, 2013 | Monday | No School | |
| Dec 24, 2013 | Tuesday | No School | |
| Dec 25, 2013 | Wednesday | Christmas Day | Holiday |
| Jan 1, 2014 | Wednesday | New Year's Day | Holiday |
| Jan 15, 2014 | Wednesday | | End 2 nd Session |
| Jan 16, 2014 | Thursday | Pupil Instruction Related (PIR) Day | End 2 nd Session |
| Jan 17, 2014 | Friday | Pupil Instruction Related (PIR) Day | End 2 nd Session |
| | | | 46 class days |
| Jan 20, 2014 | Monday | Martin Luther King, Jr. Day | Holiday |
| Jan 21, 2014 | Tuesday | School Begins | 3 rd Session |
| Feb 17, 2014 | Monday | Presidents' Day | Holiday |
| Mar 27, 2014 | Thursday | | End 3 rd Session |
| Mar 28, 2014 | Friday | Pupil Instruction Related (PIR) Day | End 3 rd Session |
| | | | 47 class days |
| Mar 31, 2014 | Monday | School Begins | 4 th Session |
| Apr 17, 2014 | Thursday | Pupil Instruction Related (PIR) Day | (training) |
| Apr 18, 2014 | Friday | Pupil Instruction Related (PIR) Day | (training) |
| May 26, 2014 | Monday | Memorial Day | Holiday |
| June 4, 2014 | Wednesday | | End 4 th Session |
| June 5, 2014 | Thursday | Pupil Instruction Related (PIR) Day | End 4 th Session |
| June 6, 2014 | Friday | Pupil Instruction Related (PIR) Day | End 4 th Session |
| | | | 45 class days |
| June 9-10, 2014 | Mon-Tues | No School | |
| June 11, 2014 | Wednesday | School Begins | 5 th Session |
| July 4, 2014 | Friday | Independence Day | Holiday |
| Aug 14, 2014 | Thursday | | End 5 th Session |
| Aug 15, 2014 | Friday | Pupil Instruction Related (PIR) Day | End 5 th Session |
| Aug 18 – 21 | Mon-Thurs | No School | |
| Aug 22, 2014 | Friday | Pupil Instruction Related (PIR) Day | End 5 th Session |
| | | | 46 class days |

**SCHOOL CALENDAR
2014-2015**

| | | | |
|----------------|-----------|--|-----------------------------|
| Aug 25, 2014 | Monday | School Begins | 1 st Session |
| Sept 1, 2014 | Monday | Labor Day | Holiday |
| Oct 13, 2014 | Monday | Columbus Day | Holiday |
| Oct 16, 2014 | Thursday | Pupil Instruction Related (PIR) Day | MEA Conference |
| Oct 17, 2014 | Friday | Pupil Instruction Related (PIR) Day | MEA Conference |
| Oct 31, 2014 | Friday | | End 1 st Session |
| | | | 46 class days |
| Nov 3, 2014 | Monday | Pupil Instruction Related (PIR) Day | End 1 st Session |
| Nov 4, 2014 | Tuesday | Election Day | Holiday |
| Nov 5, 2014 | Wednesday | School Begins | 2 nd Session |
| Nov 11, 2014 | Tuesday | Veterans' Day | Holiday |
| Nov 27, 2014 | Thursday | Thanksgiving Day | Holiday |
| Nov 28, 2014 | Friday | No School | |
| Dec 24, 2014 | Wednesday | No School | |
| Dec 25, 2014 | Thursday | Christmas Day | Holiday |
| Dec 26, 2014 | Friday | No School | |
| Jan 1, 2015 | Thursday | New Year's Day | Holiday |
| Jan 14, 2015 | Wednesday | | End 2 nd Session |
| Jan 15, 2015 | Thursday | Pupil Instruction Related (PIR) Day | End 2 nd Session |
| Jan 16, 2015 | Friday | Pupil Instruction Related (PIR) Day | End 2 nd Session |
| | | | 44 class days |
| Jan 19, 2015 | Monday | Martin Luther King, Jr. Day | Holiday |
| Jan 20, 2015 | Tuesday | School Begins | 3 rd Session |
| Feb 16, 2015 | Monday | Presidents' Day | Holiday |
| Mar 26, 2015 | Thursday | | End 3 rd Session |
| Mar 27, 2015 | Friday | Pupil Instruction Related (PIR) Day | End 3 rd Session |
| | | | 47 class days |
| Mar 30, 2015 | Monday | School Begins | 4 th Session |
| Apr 23, 2015 | Thursday | Pupil Instruction Related (PIR) Day | (training) |
| Apr 24, 2015 | Friday | Pupil Instruction Related (PIR) Day | (training) |
| May 25, 2015 | Monday | Memorial Day | Holiday |
| June 3, 2015 | Wednesday | | End 4 th Session |
| June 4, 2015 | Thursday | Pupil Instruction Related (PIR) Day | End 4 th Session |
| June 5, 2015 | Friday | Pupil Instruction Related (PIR) Day | End 4 th Session |
| | | | 45 class day |
| June 8-9, 2015 | Mon-Tues | No School | |
| June 10, 2015 | Wednesday | School Begins | 5 th Session |
| July 3, 2015 | Friday | Independence Day | Holiday |
| Aug 13, 2015 | Thursday | | End 5 th Session |
| Aug 14, 2015 | Friday | Pupil Instruction Related (PIR) Day | End 5 th Session |
| Aug 17 – 20 | Mon-Thurs | No School | |
| Aug 21, 2015 | Friday | Pupil Instruction Related (PIR) Day | End 5 th Session |
| | | | 46 class days |

The following statutes and policies, concerning terms in the collective bargaining agreement, are listed for informational purposes

| <u>Location</u> | <u>Term</u> | <u>Statute/Policy</u> |
|-------------------|-----------------------------------|---|
| Definition MCA | Collective Bargaining Act | 39-31-101 through 39-31-409, |
| 2.2 | MT Code of Fair Practices | 49-3-301et seq., MCA |
| 5.1 | Management Rights | 39-31-303, MCA |
| 10.1 | Teacher Pay Plan Rules | MOM 3-0530 |
| 10.1, 11.1, 11.2 | Sick & Annual Leave | MOM 03-0305 MOM 03-0310 2-18-601, MCA |
| 10.2 | Employee Group Insurance Benefits | 2-18-703, MCA |
| 10.4 | Longevity | 2-18-304, MCA |
| 10.5 | Retirement System | 19-20-101, MCA |
| 11.1 | Sick Leave | 2-18-618, MCA |
| 11.3 | Maternity Leave | MCA & ARM |
| 11.4 | Family Leave | ST & Federal law |
| 11.5 | Jury Duty | 2-18-619, MCA |
| 11.6 | Military Leave | 10-1-604, MCA |
| 11.7 | Leave for Public Office | 2-18-620(1) (2), MCA |
| 11.12 | Annual Leave | 2-18-61~ 2-18-617 & 2-18-621 |
| 11.13 | Holiday Pay | 1-1-216 & 2-18-603, MCA |
| 14.3 | State Liability Insurance | 2-9-102, MCA |

COLLECTIVE BARGAINING AGREEMENT
between
PINE HILLS EDUCATION ASSOCIATION
and
STATE OF MONTANA, DEPARTMENT OF CORRECTIONS

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