COLLECTIVE BARGAINING AGREEMENT

between

MONTANA FEDERATION OF
WOMEN'S PRISON EMPLOYEES
LOCAL #4699, MEA-MFT, AFL-CIO

and

MONTANA DEPARTMENT OF CORRECTIONS
WOMEN'S PRISON

2015 - 2017

TABLE OF CONTENTS

ARTICLE **PAGE**

ARTICLE 1 RECOGNITION 2
ARTICLE 2 FEDERATION SECURITY 2
ARTICLE 3 EMPLOYMENT POLICY AND WORKING CONDITIONS 3
ARTICLE 4 NON-DISCRIMINATION 7
ARTICLE 5 MANAGEMENT RIGHTS 8
ARTICLE 6 WORK DAY - WORK WEEK 8
ARTICLE 7 COMPENSATION 9
ARTICLE 8 HOLIDAYS 11
ARTICLE 9 VACATION, SICK AND OTHER LEAVES 12
ARTICLE 10 GRIEVANCE AND ARBITRATION 14
ARTICLE 11 JOB POSTING 16
ARTICLE 12 SENIORITY 18
ARTICLE 13 HEALTH AND SAFETY 19
ARTICLE 14 FEDERATION RIGHTS 20
ARTICLE 15 FEDERATION-MANAGEMENT RELATIONS COMMITTEE 21
ARTICLE 16 NO STRIKE-NO LOCKOUT 21
ARTICLE 17 SEVERABILITY 22
ARTICLE 18 ENTIRE AGREEMENT 22
ARTICLE 19 EFFECTIVE DATE - TERM 23
ADDENDUM A- PAY 24
GRIEVANCE REPORT FORM 26

Collective Bargaining Agreement
between
Montana Federation of
Women's Prison Employees
Local #4699, MEA-MFT, AFL-CIO
and
Montana Department of Corrections
Women's Prison

PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of July 2016, between the State of Montana, Department of Corrections, Montana Women's Prison hereinafter referred to as the "Employer," and the Montana Federation of Women's Prison Employees Local #4699, MEA-MFT, AFL-CIO, 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 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 that vitally affects the safety and general wellbeing of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1
RECOGNITION

The Employer recognizes the Federation as the sole and exclusive bargaining agent for Correctional Officers working for the Employer, excluding all supervisory, management, confidential employees, and all non-custody personnel.

ARTICLE 2
FEDERATION SECURITY

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Federation but must, as a term and condition of employment, pay a representation fee to 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 Federation 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.

The representation fee shall be established by the Federation in compliance with the law and shall not exceed the amount of membership dues. The representation fee shall be based on the actual costs incurred by the Federation in negotiating and administering this contract.

Section 3. All employees covered by the terms of this Agreement shall, within 30 days of the signing of this Agreement, or within 30 days of employment, whichever is later, pay dues or a representation fee to the Federation. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice of default by the Federation.

The Federation may make written notice of default and demand for discharge after the 30-day period specified above. The Employer shall initiate appropriate discharge actions under this Section to insure discharge of the affected employee(s) on the 30th day from receipt by the Employer of the Federation's written notice of default and demand for discharge.

Section 4. The Federation will indemnify, defend and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 3
EMPLOYMENT POLICY AND WORKING CONDITIONS

Section 1. During the probationary period the employee's immediate supervisor will conduct counseling sessions and evaluation of the employee, on the designated department form, to inform the employee of his or her strengths, weaknesses, and methods of improvement; and shall include a signed acknowledgment by the employee, indicating that the employee was shown the evaluation and received a copy. The employee will be provided a minimum 24-hour period to review and provide written comments (if desired) before signing and returning the document to their immediate supervisor. If the employee refuses to sign the form, the supervisor will make a notation that the employee refused to sign the document, with a copy being provided to the employee. The supervisor will then submit the evaluation to the Warden, or his/her appointee, for review and placement in the employees' personnel file. Such an evaluation shall be done at least once and more often if deemed necessary, within the first six months of employment, and at least annually thereafter.

Section 2. Termination of Probationary Employee: At any time during the probationary period, an employee may be separated from service with or without cause, and without recourse to the grievance procedure, unless management has failed to counsel employees as provided in Section 1 of this Article.

Section 3. If an employee is dismissed, the reason for dismissal shall be in writing and a copy given to the employee.

Section 4. Discipline/discharge - Permanent Employee: The Employer may discipline or discharge an 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.

Section 5. Representation at Disciplinary Meetings. Employees, at their request, may have Federation representation present at investigatory interviews at which the employee reasonably believes will result in discipline, and if the Employer meets with an employee after an investigatory interview to discuss proposed discipline, the employee, upon request, may have representation present. It is understood that the employee cannot insist on any particular Federation Official, but must accept representation from a Federation Official if one is available at the time of the interview or meeting.

Section 6. Management Support of Employees. When an employee is charged by an inmate with improper behavior, or whenever an inmate brings to the attention of the Employer any violation of rule or policy, the employer shall determine whether the charge has merit. If the charge is determined to be without merit no further action is required. If management determines that the charge has merit, the employee will be notified of the meritorious charge prior to further action. The employee may then request and receive a timely meeting with the appropriate management official. The inmate may also be requested to attend the meeting. In all cases, 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 event, the employee shall be entitled to a pre-determination meeting under due process rules as established by the Department of Corrections if the discipline may result in suspension, demotion, or discharge. The employee may be represented by the Federation upon request of the employee.

Section 7. The Employer may suspend an employee during the course of an investigation when the Employer believes the continued presence of the employee may be detrimental to its operation. The employee will be informed of the known allegations or charges made against the employee and the employee will have the opportunity to respond orally to the allegations or charges. The employee's response will be considered in determining whether an investigatory suspension is warranted. If the employee is suspended pending investigation, a written notice of suspension and reasons for suspension will be provided.

The employee may respond orally and/or in writing within five days of receipt of the notice of suspension. It is understood that an investigation may uncover information not contained in the notice of suspension.

Section 8. Personnel Files

A. One personnel file shall be maintained for each employee in the Federation. An individual employee's attendance records may be maintained separately from the personnel file and may be reviewed by the employee upon request.

B. Letters of caution, consultation, warning, admonishment, and reprimand shall be considered temporary contents of the personnel file of an employee and shall expire no later than 15 months after they have been placed in the file. Such documents shall be removed from the personnel file unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings. Materials related to offender/inmate abuse or inappropriate relationships with an offender/inmate that have been substantiated, will remain in the personnel file.

C. No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating that he or she has been shown the material, or a statement by a supervisor and a Federation official 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.

D. It is agreed that any discipline material generated by the Employer and subject to the provisions found in this section, may be retained by the Employer in files other than the employee personnel file. The Employer is not precluded from using said material as evidence in any legal proceeding which the Employer may become party to, and in defense of the department, filed within the established statute of limitations in the law. This material shall not be used in any type of disciplinary action against the employee.

E. In the event an employee is civilly sued for their actions taken within the course and scope of their employment, the employer will indemnify and defend the employee subject to the limitations of Section 2-9-305 MCA.

F. Upon request, an employee may review and obtain a copy of any document in his or her personnel file. A state Federation official or the local Federation president may also review and obtain a copy of any document in an employees' personnel file provided they have written authorization by the employee.

G. An employee that believes material in their personnel file is incorrect, shall have the right to appeal for its removal through the grievance procedure. The employee must request in writing to have the information removed.

Section 9. Work Rules.

A. The Employer agrees to make a copy of all existing work rules available within 30 days after the effective date of this contract and also agrees to post a copy of any changes five days before they become effective. New employees shall be provided a copy of the rules at the time of hire, which they are required to become familiar with.

B. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement. The rules shall be uniformly applied and uniformly enforced.

Section 10. Uniforms.

A. The initial issue of uniform items to Correctional Officers will be as follows:

Item	Quantity
Winter Coat	1
Uniform Jacket	1
Battle Dress Uniform Pants (BDU's)	3
Battle Dress Uniform Shirts (BDU's)	3
Facility Polo Shirts	2
Corrections T-Shirts	3
Uniform Patches	As required
Utility belt	1
Handcuff Case	1
Glove Pack	1
Key Holder	1
Portable Radio Holder	1
Black Boots	one pair

Federation patches will be allowed with the option of placement behind the collar or on the left front pocket, to be displayed in a consistent location for all members with color coordinated embroidery; Polo shirt color will be selected by union members from choices provided by management. The employer will bill the Federation for the cost of union patch and embroidery.

After initial issue, uniform items will be replaced on an exchange basis as determined by management. Items damaged or destroyed in work related activity may be replaced or repaired as determined by management, provided an incident report is filed by the employee within 72 hours and is approved by the facility manager.

B. Employees required to wear uniforms shall wear the uniform. Failure to wear the uniform shall be cause for discipline.

C. Uniformed employees shall adhere to the MWP uniform policy as promulgated by management.

D. The Employer will arrange for the initial hemming of pants and for the application/removal of patches. The Employer will pay for one cleaning per year for the coat and jacket.

E. Employees may purchase, at their own expense, a higher quality duty belt.

F. Those employees wishing to purchase higher quality black boots than provided above, at their own expense, may supplement the employer's contribution towards boots approved by management.

Section 11. Training Programs. The Employer recognizes that public and employee safety will result if employees receive training for the proper performance of their duties and will determine and continue to provide appropriate employee training programs. Employees will receive their regular pay and state per diem expenses, if incurred, for attending required training. The employer recognizes it is advantageous to give advanced notice, preferably two weeks, for mandatory training. The employer will make reasonable efforts to provide a two-week notice.

Section 12. Paid Leave for Workshops. Members of the bargaining unit shall be allowed paid leave, per diem, and fees for workshops, seminars, and other job related training activities with prior approval of the Warden or his/her designee.

Section 13. Education Leave. Any employee who gives evidence of being able to become more useful to the department if she/he obtains further professional training may be granted an educational leave with approval of the department supervisory personnel.

Section 14. Training Committee. A training committee shall be established to recommend training. This committee shall be comprised of two (2) members chosen by the union and two (2) members chosen by management. The committee shall meet at least two times per year to plan and recommend training for Correctional Officers and Correctional Counselors.

ARTICLE 4
NON-DISCRIMINATION

Section 1. No employee shall be discharged or discriminated against by the Employer for upholding Federation principles. Employees and "duly authorized representatives" of the Federation shall conduct Federation business, during non-working time (rest and meal breaks or off-duty). However, for grievance filing and investigation, the Employer shall grant reasonable leave of absence to the duly authorized representative, provided such activity cannot be done during non-working time and as long as doing so does not interfere with the efficient operation of the Employer. "Duly authorized representative" means a member of regularly constituted committees and/or officers of the Federation.

ARTICLE 5
MANAGEMENT RIGHTS

The Employer retains all rights to manage, direct, and control its business in all particulars except as such rights are modified or waived by the terms of this Agreement. The Federation and its members recognize the prerogatives of the Employer to operate and manage its affairs in such areas as but not limited to:

A. direct employees;
B. hire, promote, transfer, assign, and retain employees;
C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
D. maintain the efficiency of government operations;
E. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
F. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
G. establish the methods and processes by which work is performed.

ARTICLE 6
WORK DAY - WORK WEEK

Section 1. The regular workday shall normally consist of eight 10 or 12-continuous hours in a 24-hour period. This does not preclude the Employer from determining alternate work schedules. The Employer will notify bargaining unit members at least 30 calendar days prior to implementation of any alternate work schedule. The 24-hour period starts when the employee begins his/her shift and ends 24 hours later. However, an exception is made for regularly scheduled alternating shifts with a short shift changeover, which requires scheduling more than eight hours in a 24-hour period. Such short shift changeovers shall not be eligible for overtime pay on those days the short changeover occurs. Employees will normally be provided a minimum of eight hours rest time between shifts.

Section 2. The regular work period for employees working 10 or 12-hour shifts shall be 80 hours and shall consist of 14 consecutive days beginning on a Saturday and ending on a Friday.

Section 3. The regular work period for employees working eight hour shifts shall be 40 hours and shall consist of seven consecutive days beginning on Saturday and ending on Friday

Section 4. Rotating Shifts. Employees shall not be required to work regular rotating shifts and normally employees will work the shift they are assigned. However, alternating shifts may be assigned for shift coverage and training purposes.

Section 5. Rest Period. All employees will be granted a 15-minute rest break during each four hours of their shift. They may not be taken at the beginning or end of the shift; they may not be stacked or carried over to their next four hours without the on duty supervisor's permission.

Section 6. Meals. Employees will be allowed to bring their own meals and eat them at a time mutually agreed upon between the immediate supervisor and the employee provided the meals from home do not become a security issue.

Section 7. An employee may be allowed to exchange a shift with another employee subject to the approval of their respective supervisors.

ARTICLE 7
COMPENSATION

Section 1. Conditions relative to and governing wages and salaries are contained in the Pay Plan Rules and Addendum A of this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein.

Section 2. The pay matrices attached, as Addendum A shall be the total salary compensation, minus longevity pay, for Fiscal Years 2016, and 2017. It is understood that these matrices do not reflect the contribution for health insurance provided for in each fiscal year for eligible bargaining unit employees, as defined by State law.

Section 3. Overtime. Overtime required by management shall normally be filled by a qualified member of the bargaining unit. It is understood that the employee assigned to work overtime must be qualified and available to work. It is also understood that the Employer may use other options in emergencies, rather than assign overtime to a bargaining unit member.

A. Employees who work excess hours in the work period shall be compensated at the rate of one and one-half times their regular rate of pay.

B. No overtime shall be worked without direction of proper authority.

C. Employees will not be required to suspend work during regular hours to absorb overtime.

D. Overtime shall be paid in one-tenth hour (six minute) increments.

E. Management shall, insofar as possible, distribute overtime work equally to employees.

F. The Federation and the Employer are not in favor of overtime, and nothing in this Section shall be construed as encouraging such procedure.

G. In the event it is necessary to assign overtime, the following procedure shall be followed up to the point at which the slot is filled. Management will direct a member of the bargaining unit to begin call out procedures as per this Article and Section.

1. Management will determine whether a male or female correctional officer is needed to work the overtime.

2. Management will identify and eliminate employees on leave status.

3. Management will identify employees on regular days off and ensure that they have met the requirement outlined in Article 6, Section 1.

4. The bargaining unit member will seek volunteers to fill the staffing vacancies. The bargaining unit member will start calling employees based on seniority status and the above criteria to fill the entire 12-hour shift. A record of each call out is to be completed and retained for the perusal of the Federation. The bargaining unit member will record the status of each call (no answer, refusal, etc.) and continue down the seniority list until the overtime is filled either with one correctional officer working the shift or several correctional officers splitting the shift

5. If steps 1 through 4 are unsuccessful to fill the overtime, management reserves the right to conduct a holdover until a mandatory call-out can be performed. A holdover occurs when the number of officers of the oncoming shift has fewer officers than required and the callout procedure has been performed without producing the required officer(s). Management will ask if there are any volunteers that would like to stay over past their shift starting with the most senior officer on duty. If no officer volunteers to stay over, management reserves the right to hold over the least senior employee working his/her regular shift. If the staff member with the least seniority cannot be held over because of extenuating circumstances, then the next least senior staff member will be required to holdover. Absent extenuating circumstances, the employee will not have the right to refuse the holdover.

6. Upon completion of steps 1 through 5, management reserves the right to call in the least senior available employee.

7. The least senior employee in any category may be ordered to work no more than one overtime in a week, after that the employee reserves the right to decline the overtime. In such cases the next least senior employee shall work the overtime.

8. Employees cannot volunteer or be directed to work overtime that would result in excess of 16 hours of work.

H. Scheduled overtime may be refused by the employee. Whenever possible the employer will notify employees of scheduled overtime at least 24 hours in advance.

I. Bargaining unit members will not be responsible for supervisory overtime call outs.

J. Compensatory Time: Once each year employees shall designate between overtime pay or compensatory time, when overtime is assigned. Under special circumstances, an employee may shift designation upon agreement between the Federation and the Warden/designee. Compensatory time shall be earned at a rate of one and one-half times for each overtime hour worked. 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. Compensatory time may be accumulated to a maximum of 60 hours. Accumulated compensatory time will be carried over from one year to the next.

Section 4. Call Out. Each call out will be for a minimum of four hours at one and one-half times the regular rate of pay. For any additional time worked the employee will be compensated for actual time worked at one and one-half times the regular rate of pay. Scheduled training shall not be subject to this call out provision. Call out shall be defined as requiring an employee to report for service outside of their regularly scheduled shift and from leisure time such as regularly scheduled days off. With mutual agreement of an employee, the employer may schedule overtime which is contiguous to the employee's regular shift without such overtime being subject to the call out provision in Article 7, Section 4, providing the employer gives advance notice to the employee.

Section 5. Longevity. In addition to the compensation determined by the pay matrix attached as Addendum A, each employee who has completed five years of uninterrupted state service shall receive longevity pay in accordance with Addendum A.

Section 6. Salary Increases on Promotion. Salary increases on promotion shall be in accordance with the Pay Plan Rules.

Section 7. Decedent's Warrants-Death Benefits. In the event of death of an employee, any money due the deceased employee for pay, benefits, or travel expenses shall be paid the employee's designated heirs at his/her regular rate of pay, provided the form "Designation of Person Authorized to Receive Decedent's Warrants" has been signed and is in the employee's personnel file. An employee may revoke and/or change a designation at any time by filing a new designation form or letter.

ARTICLE 8
HOLIDAYS

Section 1. Recognized holidays shall be the following, in accordance with Section 1-1-216, MCA:

New Year's Day ..... January 1
Martin Luther King Jr. Day ..... Third Monday in January
Lincoln's & Washington's Birthdays ..... Third Monday in February
Memorial Day ..... Last Monday in May

Independence Day ..... July 4
Labor Day ..... First Monday in September
Columbus Day ..... Second Monday in October
Veteran's Day ..... November 11
Thanksgiving Day ..... Fourth Thursday in November
Christmas Day ..... December 25
State General Election Day ..... Even-numbered years

In addition to the above, any day or days added by the State Legislature as paid legal holidays for state employees will be granted; and, any day or days repealed by the State Legislature shall cease to be granted.

Section 2. The holidays listed in Section 1 shall be celebrated on the enumerated day and shall be granted without loss of pay to all eligible employees. Eligible part-time employees shall receive pay 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. Employees required to work on a holiday will be paid at one and one-half times their regular rate of pay. In addition, the employee will be granted one of the following:

A. Up to an additional eight hours of pay at his/her regular rate.

B. Up to an additional eight hours of time off (H.T.O.), which must be accumulated and taken off prior to March 31st of each year. Employees may accumulate a maximum of six holidays (48 H.T.O. hours). Accumulated holidays not taken prior to March 31st will be compensated for in lump sum at the employee's regular rate of pay. Requests to take accumulated holidays in a given fiscal year must be made prior to March 1st. Holidays worked when six are already accumulated will be compensated in accordance with option A.

The employee's option shall be submitted in writing by July 1st of each year. If the employee does not submit a written option, then the employee will be paid in accordance with option A.

Section 4. Employees not scheduled to work on a holiday shall be eligible for up to eight hours of pay at the regular rate or accumulation of H.T.O. hours in accordance with the option selected by the employee in Section 3.

ARTICLE 9
VACATION, SICK AND OTHER LEAVES

Section 1. Annual Vacation Leave will be granted in accordance with the MOM and department policy.

Prime time is defined as the period from Memorial Day through Labor Day, and from December 15 through January 5. The dates when employee's vacations shall be granted shall be determined by agreement between each employee and the Employer, using seniority and the best interests of the employer as considerations. Request for prime time leave must be submitted by February first. Such requests subject to seniority preference must be in minimum three-day blocks. This will reserve that vacation period for that employee. However, a bargaining unit employee choosing not to take vacation as awarded pursuant to a pre-February first request, will not be able to appropriate the vacation dates granted any other employee and must choose from available dates.

For leave requests received after February first, officers are encouraged to submit their requests at least five days but no more than 30 days in advance. All requests received after February first will be considered on a first-come, first-served basis and approved based on the staffing for the requested day(s). The Employer shall respond in writing to leave requests within five working days of the request. In order to determine vacation preference, management will poll employees by order of seniority beginning the first working day in January. Management will post the vacation schedule by February sixth of each year or the following Mondays if February sixth falls on a Saturday or Sunday.

A. Vacation time may be taken on a split vacation basis. One officer per shift may be granted planned leave. Vacation requests during prime time must be based on seniority. Vacations cannot be requested for more than two weekends and days bracketing weekends, (Fridays, Saturdays, Sundays, Mondays) in any month, unless the additional weekend is still available 5 days prior. Vacation granted during prime time shall be limited to a maximum of 96 hours. All other requests will be given to a designated management official in writing. The management official shall record the date of receipt of the request. If two or more requests are received on the same calendar day (midnight to midnight) they will be considered on the basis of seniority.

B. Vacation may not be taken in increments of less than one day. However, in bona fide emergency situations an employee may request vacation leave in increments of one hour or more.

C. If an employee voluntarily or by request transfers from one shift to another, he or she shall not be entitled to retain previously requested and approved annual leave dates. However, if no other employee on the new shift has those dates reserved off the employee may keep their previously approved annual leave dates.

D. If an employee is transferred by the Employer from one shift to another (excepting those resulting from disciplinary action) he or she shall be entitled to retain previously requested and approved annual leave dates.

Section 2. Sick Leave will be granted in accordance with the MOM and department policy.

Section 3. Jury and Witness Duty. Employees summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, MCA.

Section 4. Maternity Leave. Maternity leave shall be granted in accordance with 49-2-310, 311, MCA.

Section 5. Leave Without Pay will be administered per the MOM and Department Policy.

Section 6. Health Insurance During Unpaid Leave of Absence. During any unpaid but authorized leave, the employee must make arrangements with the employer to continue health insurance benefits on a self-pay basis to preclude the loss of coverage and/or to maintain continuity of coverage.

Section 7. Unauthorized Absences.

A. All unauthorized absences will be grounds for immediate termination. Failure to give notice of absence will be waived as grounds for termination if the employee establishes that it was physically impossible or unreasonable to give the required notice to the Warden or his/her appointee.

B. Unauthorized absence subsequently justified to management shall be charged to the appropriate leave.

Section 8. Military leave shall be granted in accordance with MCA. 2-18-614 and M.O.M. 3-0321.

Employees who are members of the U.S. Armed Forces Reserve and National Guard component are required to submit their schedule of weekend drills and summer encampment, and other training dates to the employer within 10 days of receipt of receiving their orders.

ARTICLE 10
GRIEVANCE AND ARBITRATION

Section 1. Grievance procedure. 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. A grievance shall be a condition, which causes an employee to feel that his/her rights under this agreement have been violated, and shall be resolved in the following manner:

Step 1. Any grievance shall be taken up with the immediate supervisor within 10 working days of the occurrence of the grievable event. If an attempt at informal (oral) resolution of the grievance is not successful, a written grievance may be presented to the immediate supervisor within 10 working days of the informal meeting. The immediate supervisor shall have five working days after receiving the grievance to set up or schedule a meeting with the grievant to discuss the matter. The immediate

supervisor will have 10 working days from the date of such meeting to respond in writing to the grievant.

Step 2. If the grievance is not resolved at Step 1, it may be presented to the Warden or his/her designee within 10 working days of the receipt of the Step 1 response. The Warden or his/her designee shall have five working days to set up or schedule a meeting with the grievant to discuss the matter. The Warden or his/her designee shall have 10 working days to respond to the grievance in writing after the date of such meeting.

Step 3. If the grievance is not resolved at Step 2, it may be presented to the Director of the Department of Corrections or his/her designee within 10 working days of the receipt of the Step 2 response. The Director or his/her designee shall have 10 working days to respond to the grievance in writing.

Step 4. Should the aggrieved employee and 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 the State Office of Labor Relations of its decision to take the grievance to final and binding arbitration.

Section 2. Rules of Grievance Processing

A. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step. A working day is defined as Monday through Friday, excluding holidays listed in Section 8.1.

B. 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.

C. 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.

D. When the grievance is presented in writing there shall be set forth all of the following:
   1. A complete statement of the grievance and facts upon which it is based.

   2. The rights of the individual claimed to have been violated and the remedy or correction requested.

E. 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.

F. 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.

G. The Employer will be given notification of grievance committee members each time a change occurs. Grievance committee members will process and investigate grievances during non-working time (rest and meal breaks or off-duty). However, if this cannot be done during non-working time, then the members will be granted a reasonable leave of absence to process grievances during working hours as long as doing so does not interfere with the efficient operation of the Employer. Arrangements for release must be made in advance with the employee's immediate supervisor.

Section 3. Rules of Arbitration.

A. Within 10 working days of the Federation's notice of intent to arbitrate a grievance, the Federation shall call upon the Board of Personnel Appeals for a list of five potential arbitrators. The Chief of the State Office of Labor Relations shall be provided a contemporaneous copy of the arbitration panel request. Each party shall be entitled to strike a name from the list in alternate order and the name so remaining shall be the arbitrator.

B. 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 costs.

C. The arbitrator may not add to, subtract from, or modify the terms of the Agreement.

D. In the event the arbitrator charges a fee(s) for canceling an arbitration hearing, the party requesting the cancellation is responsible for payment. In the case of a mutually agreed upon settlement, cancellation cost will be shared equally.

ARTICLE 11
JOB POSTING

Section 1. When a new bargaining unit position is created the employer, shall prepare and post a bulletin stating among other things:

Minimum qualifications; gender; assigned hours of service; assigned days of rest; whether the position is permanent or temporary; if temporary, how long it is probable the position will continue; the starting date of the assignment; last date when applications will be received and accepted; location and title of position to

be filled; a listing of the principal duties of the position; and with whom the applications shall be filed.

These positions shall be posted for a minimum of seven calendar days.

Section 2. The bid-posting book shall be maintained and available to custody personnel excluding Correctional Counselors so that they may have an opportunity to sign up for prospective shift and day off preferences. This book will be made available to all shifts and will be kept in a secure area. Correctional Counselors shall maintain their own bid-posting book that follows the procedures outlined in Article 11.

Section 3. Employees wishing to place a bid can do so by contacting the on-duty shift supervisor. In the presence of the on-duty shift supervisor, the employee wishing to place a bid shall legibly print their name, message phone number, and seniority date at the appropriate place. The on-duty shift supervisor will initial the employee's entry, along with the date and time. Employees cannot bid for positions they hold.

Section 4. As openings occur, consideration shall be given to the staffing requirements of the Montana Women's Prison, recognizing the need to maintain gender representation and experienced personnel on each shift. Other factors being equal, vacancies will be filled on a seniority basis, from the roster of those who have signed up. The Warden/designee and a Federation representative will be present at the time such selections are made.

Section 5. No name will be removed from the bid-posting book, unless done and initialed by the employee and the on-duty shift supervisor, except under the following conditions:

A. The employee is granted his/her requested bid.

B. The employee terminates or is terminated from employment.

C. The employee refuses to accept the bid the employee had requested.

Section 6. Successful bidders will be notified of their selection with the leaving of a message on the phone referenced in Section 3.

Section 7. If an employee wishes to leave a position, he/she currently holds and there are no open positions, the position the employee wishes to vacate will be posted for bid (one time only). The employee wishing to vacate a position will hold that position until a replacement assumes the position. The officer vacating will take whatever position is then left open. If no one bids on the position being vacated, the officer wishing to vacate must remain until he/she successfully bids on another position.

Section 8. An employee interested in a potential vacancy or new position may leave a proxy bid for that position and message phone number with a designated Federation representative while she/he is on approved vacation (annual leave), sick leave, military

leave, family and medical leave for more than seven consecutive calendar days. The designated Federation representative will attempt to call the number provided a minimum of three times (at least six hours apart) within a 24-hour time period to advise employee that the desired position has been posted. The employee must inform the designated Federation representative within 24 hours whether he/she will accept or reject the position if offered. A failure to respond timely is an irrefutable presumption of rejection.

Section 9. Employee members of the National Guard or the Armed Forces Reserves on military leave for more than 30 days will be skipped over for bid purposes.

Section 10. Employees wishing to trade shifts must acquire the signed approval of all other bargaining unit employees having greater seniority. Requests with the prerequisite signatures must be submitted for employer approval no less than 14 days prior to the effective date of the requested trade. In considering the request, management will assure that staffing requirements such as gender representation and necessary post skills and abilities are maintained.

ARTICLE 12
SENIORITY

Section 1. Seniority shall initially be determined for all current employees upon ratification of this Agreement as the length of continuous service in a permanent position within the bargaining unit since the last date of hire. Employees who do not agree with their initial seniority determination must file a grievance within 30 working days of issuance of the seniority roster. All rights to grieve the initial seniority determination are waived after the 30 working day period.

Employees will thereafter accrue seniority based on the number of days of uninterrupted service within the bargaining unit.

Seniority for permanent part-time employees shall be based on actual hours worked. 2,080 hours shall equal one year.

Seniority shall not be recognized for temporary employees except that if a temporary employee is subsequently hired into a permanent position without a break in service, seniority shall be recognized retroactively to the date of hire.

Section 2. Seniority shall be retained, but will not accrue for all layoffs and approved leaves of absence exceeding 60 days except that seniority must accrue for approved leaves of absence for military and maternity leave and Industrial Accident leaves up to a period of one year of absence.

Seniority shall be revoked if an employee: retires or otherwise terminates employment; is discharged or refuses or fails to respond to a recall from layoff within 10 working days of notice of recall, or refuses to return to work on the date requested.

Section 3. Newly hired employees whose seniority dates are the same shall have their respective seniority rank determined by overall class standing as determined by the training coordinator at the completion of the Correctional/Detention Officer Basic (CDOB) training course at the Montana Law Enforcement Academy. In the event that one or both of the newly hired employees were not required to attend CDOB training due to previous corrections/law enforcement experience, then seniority will be determined by ranking at the initial employment interview.

Section 4. After gender representation needs have been satisfied, the Employer will select employees for layoff based on seniority, with the least senior employee being the first laid off. Based first on gender representation, recall will be in inverse order of seniority. Employees maintain a recall right for one year after layoff.

Section 5. The Employer shall prepare a seniority roster and revise the roster in January and July of each year this Agreement is in effect. The Employer will post the roster for employees to review and give a copy to the Federation.

Each time the seniority roster is revised, employees who believe their seniority accrual additive since the previous roster is in error must file a grievance within 30 working days of the issuance of the revised seniority roster. All rights to grieve the revised seniority determination are waived after the 30 working day period.

ARTICLE 13
HEALTH AND SAFETY

Section 1. The health and safety of Employees shall be reasonably protected while in the service of the Employer. The Employer shall carry industrial accident insurance (worker's compensation) on employees. Employees are directed to document all personal injuries received in the course of employment before the end of their shift in which the injury occurred. When an injury is not immediately apparent, the employee will submit documentation immediately after the injury is discovered. This documentation will be forwarded to the correctional supervisor.

Section 2. Workers compensation will be administered per 2-15-112 (1) (b) MCA, 39-71-119 through 39-72-74 MCA, 24.29.101 through 24.29.380 ARM and DOC Policy 1.3.3.

Section 3. The employer will provide practice sessions for tactical training and provide annual recertification or review in the following: first aid; CPR; tactical handcuffing; pressure point control; emergency preparedness; non-violent crisis intervention; cell extraction; Taser conducted energy weapons certification: and use of force and chemical

agents to all Correctional Officers and Correctional Counselors. Training and recertification will be mandatory.

Section 4. The employer shall provide and maintain a number of conducted energy weapons and equipment to safely operate the facility and to accommodate multiple transports and supervision of offenders off the facility grounds and other facility need as necessary. Each officer providing to the supervision of offender off site shall be given the option to carry a conducted energy weapon. At a minimum, one officer providing transport for offenders off site shall carry a conducted energy weapon (Taser).

ARTICLE 14
FEDERATION RIGHTS

Section 1. The authorized and credentialed representatives of the Federation shall be allowed admission to the work place for the purpose of observing and investigating conditions of employees covered by this Agreement; provided, however, that they shall first receive permission from the supervisor and shall not interfere with employees in the course of their work during working hours. This does not preclude the representative from admission during working hours, however, the Employer, for security and manpower concerns, shall retain the right to deny admission to the premises.

Visits by Federation representatives shall take place whenever possible during non-working times, i.e., lunch breaks and rest breaks.

Section 2. The Federation shall be provided reasonable space on an approved bulletin board in a mutually agreeable place for posting material regarding official Federation business and notice of meetings. The Federation shall not post any political campaign material or material derogatory to management, other employees, or organizations.

Section 3. A written list of accredited officials and representatives of the bargaining unit shall be furnished to the Warden immediately after their election and the Warden shall be notified of any changes of said representatives within seven calendar days of the change.

Section 4. The parties share an interest in resolving disputes at their earliest stages and continually improving communications between the Federation and the Employer. To that end, if staffing permits and with a minimum of a two-week notice when possible, the Employer shall allow the Federation president or a mutually-agreeable designee twelve release days per year with pay. The cost will be split equally between the Federation and Employer. This will be based on a fiscal year, will only include regular time, and will not roll over past the fiscal year. The Federation president or designee will use this time to attend to Federation business or to identify potential problems and concerns and regularly report those issues to MWP management and human resources.

ARTICLE 15
FEDERATION-MANAGEMENT RELATIONS COMMITTEE

Section 1.

A. The Employer and Federation hereby establish a Federation/Management Relations Committee to maintain labor-management relations through the discussion of matters of mutual concern. The Committee will regularly meet quarterly, or upon written request of either party, at a time and place mutually agreed upon. Committee meetings may be canceled by mutual agreement.
B. The Federation/Management Committee may consist of up to six members. Up to three members shall be representatives of Management, and three members shall be employees from the bargaining unit. Bargaining unit committee members shall provide at least three days advance notice that they will attend a Federation/Management Relations Committee meeting.

C. The parties shall exchange proposed agendas of topics of concern at least five days in advance of a Committee meeting.

D. The Employer agrees to keep minutes of the meetings unless it is mutually agreed that minutes are not necessary. A copy of the minutes of a meeting will be provided the Federation prior to the next meeting.

Section 2. It is agreed that matters considered in committee meetings shall not contradict, add to, or otherwise modify this Agreement. It is not the purpose of the committee to negotiate items in this Agreement, nor shall the committee be used to bypass the grievance procedure in this Agreement.

Section 3. Bargaining unit members of the committee shall not be paid for attendance at committee meetings, except that for meetings scheduled to take place during working hours, they shall not receive a reduction in pay. No bargaining unit member of the committee shall receive overtime, compensatory time, per diem, or other expenses for attendance at committee meetings.

ARTICLE 16
NO STRIKE-NO LOCKOUT

Section 1. The Federation and employees agree there shall be no strike or other interference with work, and the Employer agrees there shall be no lockout of employees during the term of this Agreement, except as provided in Article 19.

ARTICLE 17
SEVERABILITY

Section 1. If any section, subdivision, paragraph, sentence, clause, phrase, or other part of this Agreement is determined or declared to be contrary to or in violation of any state or federal law, the remainder of this Agreement shall not hereby be affected or invalidated.

Section 2. In the event a provision of this Agreement is declared invalid in accordance with Section 1, the parties shall negotiate a replacement to comply with such declaration if legally possible, upon reaching mutual agreement on a date, time, and place for negotiations. During the period of negotiations, all other provisions of this Agreement shall remain in full force and effect for its term.

ARTICLE 18
ENTIRE AGREEMENT

Section 1. The parties acknowledge that during the 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 all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the parties voluntarily and unqualifiedly waive any right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether referred to or not in this Agreement. This Article shall not be construed to in any way restrict the parties from commencing negotiations under Article 19, Effective Date - Term, or under applicable law on a successor agreement to take effect upon termination of this Agreement.

Section 2. This Agreement also terminates all prior contracts, agreements, and understandings with any employees in the bargaining unit and concludes all collective negotiations on any item whether contained herein or not during the term of this Agreement, unless otherwise provided for in this Agreement.

Section 3. The parties recognize the right, obligation, and duty of the Department of Corrections, 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 affect the members of the bargaining unit covered by this Agreement are not inconsistent with the terms of this Agreement and are not inconsistent with State of Montana and Federal laws.

ARTICLE 19
EFFECTIVE DATE - TERM

Section 1. This Agreement shall be effective as of the 1st day of July 2015, and shall remain in full force and effect through the 30th day of June 2017.

Section 2. Either party shall notify the other in writing at least 60 days and not more than 120 days prior to the expiration date that they desire to terminate or modify this Agreement. If the Federation gives such notice, it agrees to notify the Chief of the State Office of Labor Relations, Department of Administration, in writing of such requested negotiations at the same time such notice is given to the agency.

The Federation shall give the employer advance notice of not less than 24 hours before any concerted action may begin.

Section 3. The Employer and the Federation shall begin pre-budget negotiations in sufficient time to permit negotiations on economic matters.

Section 4. The Federation shall have the right to take concerted action over economic issues covering the 2018-2019 biennium after December 31, 2016.

IN WITNESS WHEREOF the parties hereto, acting by and through their respective representatives, have hereunto set their hands and seals the day and year first written above.

FOR: STATE OF MONTANA
DEPARTMENT OF CORRECTIONS
MONTANA WOMENS' PRISON

Mike Batista, Director
Department of Corrections

Joan Daly - Shinners, Warden
Montana Women's Prison

Mike Manion, Chief
State Office of Labor Relations

FOR: MONTANA FEDERATION OF
WOMENS' PRISON EMPLOYEES,
LOCAL 4699, MEA-MFT, AFL-CIO

Lean Bomgardner President
MEA-MFT Local #4699

Jeff Greenfield Field Consultant
MEA-MFT

ADDENDUM A- PAY

The State of Montana agrees to increase the employer's share of the individual health contributions for group benefits by 10% ($976 a month) from January 2016 through December 2016 and by 8% ($1054 a month) from January 2017 through December 2017.

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.

After January 1, 2006 each employee who reaches a new job anniversary date will move to the next scheduled increment so long as they have completed required training that has been scheduled between January 1, 2006 and their job anniversary date. Thereafter, each increment increase will be conditioned upon:

A. Successful completion of the required training as per the career progression plan for that occupation, and

B. Acceptable performance as evidenced by not being on an active performance improvement plan.

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.

Any employee who does not successfully complete the training requirement(s) for progression to the next pay increment, or the above market increase, 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.

Broadband pay ranges are as indicated below.

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.

The parties also established a Broadband Training Committee tasked to develop training requirements/standards for progression through the broadband pay increments. 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.

All employees covered by this collective bargaining agreement shall receive a $.50 an hour pay increase effective the first day of the first complete pay period that includes January 15, 2016 and a $.50 an hour pay increase effective the first day of the first complete pay period that includes January 15, 2017. The increases shall apply to the employee's base pay.

Further, in accordance with Section 2-18-303(4)(a)(i), these adjustments will not be provided to employees until the State receives written notice that the employee's collective bargaining unit has ratified the agreement. If that notice is received after the effective date of the pay adjustment, the adjustment will be paid retroactively.

Upon ratification, management agrees to move the increments in the agreement as follows:

Job Title	**Class Code**	**Band**	**1st Increment**	**2nd Increment**	**3rd Increment**	**4th Increment**	**5th Increment**	**6th Increment (Market)**
Correctional Officer	333113	3	$14.156	$14.811	$15.469	$16.127	$16.784	$17.442
Correctional Officer	333114	4	$16.785	$17.574	$18.363	$19.152	$19.942	$20.731

GRIEVANCE REPORT FORM

Montana Federation of Women's Prison Employees/State of Montana
Billings, Montana

Grievance No:_____

Name:_____ Title:_____

Date Grievance Occurred:_____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated:_____ _____
Signature of Grievant

_____
Signature of Federation Representative

Copies To:
Warden
Deputy Warden
Federation President
Grievant