July 1, 2015 – June 30, 2017

Collective Bargaining Agreement

between

The State of Montana,
Department of Corrections
Riverside Youth Correctional Facility

and

The Riverside Youth Correctional Facility
Employee Union,
Local 7720

THE STATE OF MONTANA,
DEPARTMENT OF CORRECTIONS,
RIVERSIDE YOUTH CORRECTIONAL FACILITY
AND
THE RIVERSIDE YOUTH CORRECTIONAL FACILITY EMPLOYEE UNION,
LOCAL 7720, MEA-MFT, AFT, AFL-CIO
COLLECTIVE BARGAINING AGREEMENT

2015-2017
MASTER AGREEMENT

PREAMBLE

This Agreement is made and entered into this 1st day of July 2015, by and between the State of Montana, on behalf of the Riverside Youth Correctional Facility, hereinafter referred to as the Employer, and RYCF Employee Union, Local 7720, MEA-MFT, hereinafter referred to as the Union, for the purpose of promoting and improving understanding between the Employer, its employees, and the Union, relative to: Employer-employee relations; conditions of employment; and to provide a means of amicable and equitable adjustment of grievances which may arise under the terms of the agreement.

ARTICLE 1
RECOGNITION

Section 1. Recognition. The Employer recognizes the Union as the sole and exclusive representative for all employees within the bargaining unit as certified by the Board of Personnel Appeals, excepting management officials, supervisory employees, and confidential employees.

Section 2. New Positions. Whenever new positions are created, the Union will be notified in writing prior to the implementation of said positions.

ARTICLE 2
UNION RIGHTS

Section 1. Internal Union Business. The internal business of the Union shall be conducted by the employees during their non-duty hours. However, selected and designated Union officers or appointees may request unpaid duty-free breaks during their regular work shift.

Section 2. Union Visitation. The Employer agrees that accredited representatives of the MEA-MFT shall have access to the premises of the Employer in order to investigate or conduct Union business so long as the duty function of the employee(s) does not become interrupted. Prior to entering the premises, Union representatives must check with Employer to make their presence known. It is understood that security needs may preempt a representative access to areas within the institution.

Section 3. The Employer shall ensure reasonable access to the Union to the most current policy manual of its rules, regulations, and policies on employment related matters. The Union shall be notified of any proposed changes or additions to personnel rules, regulations, and policies issued by the Riverside Youth Correctional Facility and the Department of Corrections prior to implementation to allow discussion and comment by the Union.

Section 4. The Employer, within 30 days of the signing of this Agreement, shall present the designated Union representative with a list of the names and addresses of all current employees covered by this Agreement, and shall update such list semi-annually and upon new hires and terminations.

Section 5. Accredited Union representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file.

Section 6. The Employer agrees to provide advance notice per MCA 2-18-1206 (2) to the Union of an employee layoff along with an opportunity to comment on the layoff.

Section 7. The Union shall be provided space on an existing bulletin board that is accessible to all Union members. The Union shall have use of the existing employee mailboxes at RYCF. In addition, a mailbox will be made available to place copies of relevant Union business including but not limited to Contracts, Membership Forms, Constitution, and Newsletters. All information must be informative in nature to Union business, and not derogatory toward management.

Section 8. The Employer agrees to provide notice to the Union of the discharge of any bargaining unit member.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. The Union shall recognize the prerogatives of the agency to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

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 would be inefficient and non-productive;
D. Maintain the efficiency of government operations;
E. Determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
F. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and
G. Establish the methods and processes by which work is performed.

Such rights are retained by the Employer except as specifically limited or relinquished in this Agreement.

ARTICLE 4
UNION SECURITY

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Union but must, as a term and condition of employment, pay a representation fee to the Union. It is recognized that the Union is required to represent all employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union.

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 Union by such employee for dues or for the representation fee. The Employer will remit to the Union such sums within 30 calendar days. Changes in the Union membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Union and shall be done at least 30 calendar days in advance of such change.

Section 3. All employees covered by the terms of this Agreement shall within 30 days of employment pay dues or a representation fee to the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of 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 ensure discharge of the affected employee(s) within 30 days from receipt by the Employer of the Union's written notice of default and demand for discharge.

Section 4. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of its compliance with the provisions of this Article.

ARTICLE 5
NON-DISCRIMINATION

Section 1. No member of the bargaining unit shall be disciplined or discriminated against as a result of Union membership or participation in lawful Union activities. No member of the bargaining unit shall be retaliated against for filing any classification appeal or grievance.

Section 2. The Employer and Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of the employees' skills and ability without regard to race, color, creed, sexual orientation, national origin, age, or sex. The Union recognizes the facilities need to appropriately apply bona fide occupational qualifications in recruitment, promotions, scheduling, and lay-offs.

ARTICLE 6
EMPLOYEE RIGHTS

Section 1. Appearances before employer. An employee may request a Union representative present during any required appearances before the Employer or its agents concerning any matter which the employee reasonably believes could lead to discipline or where formal discipline is to be meted out. The right to select a representative shall not cause undue delay of the appearance.

Section 2. Employee discipline and discharge. No employee shall be disciplined or discharged without just cause.

Section 3. Probationary employees. A probationary period shall be utilized for the most effective adjustment of a new employee and for the separation of any employee whose performance does not, in the judgment of the employee's supervisor, meet the required standard of performance. The probationary period shall last for one year. The probationary period may be extended up to six months by mutual agreement of the Employer and the Union. If the Employer determines at any time during the probationary period that the job performance of the probationary employee is unsatisfactory, the employee may be separated without recourse to the grievance procedure. The Employer will provide a written notice which includes the job related cause for the termination at the time the employee is notified of his/her termination from employment.

Section 4. Personnel files. 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/she has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee. The employee will be allowed to comment, in writing, about such material and the comments shall be attached to such material.

Section 5. Complaints. Employees will be afforded due process in the investigation of any complaint against them.

Section 6. Letters of caution, consultation and warning. Letters of caution, consultation, warning, admonishment, and reprimand shall be considered temporary contents of the personnel file of an employee and shall be removed no later than 18 months after they have been placed in the file.

Materials that are related to abuse, mistreatment, or neglect of offender shall become permanent contents of the employees' personnel file. Those older than 18 months may be used only in support of disciplinary actions related to abuse, mistreatment, or neglect of offender.

Material contained in the personnel file of an employee which does not conform with the provisions of this section will not be used by the Employer in any subsequent evaluation or disciplinary proceeding involving the employee.

An employee who 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 information removed.

ARTICLE 7
WAGES, OVERTIME, AND COMPENSATORY TIME

Section 1. FLSA non-exempt employees who work more than 40 hours in their regularly scheduled week will be paid at one and one-half times their regular hourly wage rate. FLSA non-exempt employees, who work on holidays, shall be paid at one and one-half times their regular hourly wage rate and receive eight hours compensatory time. For purposes of calculating overtime pay, approved paid leave time shall be counted as working hours.

Section 2. Each January 1 and July 1 employees shall designate between overtime pay or compensatory time, when overtime is assigned. The designation must be submitted by the employee 30 days before January 1 and July 1 of each year. Under special circumstances, an employee may shift designation upon agreement between the Federation and the Superintendent. Compensatory time shall be earned at a rate of one and one-half times for each overtime hour worked. Compensatory time earned will be recorded in no less than one-half hour increments. Compensatory time may be accumulated to a maximum of 120 hours. Accumulated compensatory time will be carried over from one year to the next. Compensatory time can be cashed out at any time. Once requested, compensatory time shall be paid out the following pay period.

Section 3. When overtime is required, overtime will be offered to employees on a seniority basis within job areas (the most senior qualified employee will have first opportunity to work overtime).

Section 4. The term "years of service" in the pay schedules means DOC service within the job classification. Pay progression is contingent upon the employee completing the required hours of approved training/in-service per year. Should training opportunities not exist in any given year, the affected employee will not be barred from an otherwise earned increment change.

Section 5. If a current RYCF employee applies for and is awarded a RYCF position in a different job classification and has completed all mandatory facility-wide training, they shall be placed at Step 1 of the new pay schedule.

Section 6. Wages shall be in accordance with Addendum A and this Section.

Section 7. The Employer shall indicate to the employee when asking for overtime to be performed that the time will be flexed or paid OT. No employee shall be forced to flex time off at the end of a shift or work week to avoid overtime.

Section 8. Uniforms. The Employer shall provide employees that are required to wear a uniform of the following items. Items will be replaced on a as needed basis.

Battle Dress Uniform Pants (3)
Battle Dress Uniform Shirts (3) each
Shorts (2)
Sweatshirt or Jacket (1)

The Labor-Management Committee may make a recommendation on the type and style of uniforms to the Employer. It is understood this provision applies to uniforms only, not the required dress code.

If an employee retires or terminates for any reason, they will return all uniforms provided by RYCF.

ARTICLE 8
LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1. The Employer and the Union agree to the establishment of a Labor-Management Committee. The purpose of this Committee is to discuss any item of concern to either party and to improve communication between the Employer and the members of the bargaining unit. The Committee will not, however, take the place of the grievance procedure or the collective bargaining process. The Committee will consist of three members chosen by the Union and three members chosen by management.

Section 2. The Committee shall meet at a mutually agreed date, time and place.

Section 3. The bargaining unit Union members will receive paid release time to attend meetings when scheduled during their normal work hours.

ARTICLE 9
WORKING CONDITIONS

Section 1. Workday. Staff who are regularly assigned direct responsibility for oversight of offenders during meal breaks shall have a regular workday of eight consecutive hours including one-half hour paid meal period and two 15-minute rest breaks.

Staff not assigned direct offender oversight responsibility during meal breaks shall have a regular workday of eight and one half hours with one half hour unpaid duty free meal period and two 15-minute rest breaks. Should the meal period be interrupted it may be resumed later in the shift; the time may be flexed or paid.

It is understood that any employee may be assigned to supervise offender's meal periods. In such cases, schedules may need to be adjusted. In no case will an employee be expected to supervise offender's meal periods unpaid.

Nothing in this Agreement shall prohibit the parties from implementing alternative schedules by mutual agreement.

Section 2. Work week. The work week for the Department of Corrections begins at 12:01 a.m. on Saturday and ends at midnight on Friday.

Section 3. Call-Out. Full time, FLSA non-exempt employees who are called out for work and report outside the regular shift shall be paid for a minimum of two hours. It is understood that this provision does not apply to work which is a continuation of the regular work day.

Section 4. Work Year. The work year will be based on 2080 hours including statutory holidays. Teachers will be allotted no less than 12 PIR days. Teachers are encouraged to recommend activities for PIR days.

Section 5. PIR Days. Two of the PIR days will be scheduled concurrently with MEA-MFT convention days.

Section 6. 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.

If there is a need to change the status quo of the second preparation time, the issue will be taken to the LMC for discussion and resolution. Should there be an immediate need to provide services, management will meet the obligations of the RYCF until an agreed upon solution is found through the LMC process.

Section 7. No bargaining unit position shall be filled by a work-study, J.T.P.A., workfare, or work release employee, without the concurrence of the Union.

Section 8. Whenever possible, employees will have two weeks advance notice of any required meeting/training which occurs outside their normal hours. Should the training put them into working over 40 hours per week, FLSA non-exempt employees will be compensated at one and one-half times their regular rate of pay.

FLSA exempt employees will have the option of compensatory time at their regular pay rate for any required working hours over 40 per week.

Section 9. Staff Development. The Union and Employer share the commitment to support quality training for all employees. The Employer will, whenever possible and in accordance with staffing requirements, approve leave requests for professional advancement, where that education will be of benefit to the services provided by the facility.

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

When RYCF requires employees to take courses, workshops or other training, the State shall reimburse the employee the tuition and fees of such courses. This shall not apply to courses required to maintain certification or to advance on the salary schedule.

The parties understand that teachers must complete certain requirements every five years to maintain certification. Management will work with teachers to insure that opportunities are available to complete such requirements and grant leaves of absence to the extent necessary to maintain certification.

ARTICLE 10
EMPLOYEE BENEFITS AND LEAVES

Section 1. Sick Leave.

Subsection 1. "Sick Leave" means a leave of absence with pay for a sickness suffered by an employee or a member of his/her immediate family or for a permanent employee who is eligible for parental leave under 2-18-606 MCA.

Sick leave may be used for: illness; injury; medical disability; maternity-related disability; parental leave as provided in statute and state policy; medical, dental, or eye examination or treatment; necessary care of or attendance to an immediate family member; or death or funeral attendance for an immediate family member. Immediate family means the employee's spouse, or any parent, child, sister, brother grandparent, grandchild, great grandparent, or corresponding in-law.

Subsection 2. Each permanent full-time employee shall earn sick leave credits from the first day of employment as provided in 2-18-618 MCA. For calculation sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days. For purposes of this Subsection, a working day is always considered to be eight hours.

Subsection 3. Alternative Schedules. Employees working alternative 40 hour a week work schedules shall earn sick leave credits at a rate not to exceed 96 hours for each year of service. Approved sick leave will be applied to replace the hours of the shift missed. For example: if an employee is absent for an entire scheduled 10-hour shift, up to 10 hours of sick leave may be used.

Subsection 4. An employee may not accrue sick leave credits while in a leave-without-pay status.

Subsection 5. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

Subsection 6. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

Subsection 7. Termination pay. An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The computation of the value of the sick leave is based on the employee's rate at the time of termination of employment. An employee who receives a lump-sum payment pursuant to this section and who is again employed by an agency shall not be credited with any sick leave for which the employee has previously been compensated.

Subsection 8. The Employer may require a physician's certificate if an employee has been on sick leave for three (3) consecutive days or if the Employer has sufficient reason to believe that sick leave is being abused.

Subsection 9. Sick leave taken over a holiday may not be charged to an employee's sick leave for that day.

Subsection 10. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status and to utilize available sick leave credits upon furnishing management acceptable medical certification, if required.

Subsection 11. Employees who exhaust their accrued sick leave may apply for additional leave credits from the state sick leave bank in accordance with rules promulgated by the bank.

Subsection 12. Abuse of sick leave may be cause for dismissal and forfeiture of the lump-sum payments provided for in this Section.

Section 2. Annual Leave.

Subsection 1. Employees shall earn leave credits consistent with the provisions of Montana Code Annotated (2-18-611 through 2-18-617).

Subsection 2. It is understood that employees may take annual leave with prior Employer approval. Annual leave requests which have been previously approved can be revoked if staffing needs require or if conditions exist which would cause the employee to earn overtime as a result of the use of annual leave.

Subsection 3. Annual leave credits are earned at a yearly rate calculated in accordance with the following schedule under 2-18-612, MCA, which applies to the total years of an employee's employment with any agency whether the employment is continuous or not:

Years of Employment	Working Days Credit
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years	24

For purposes of this Subsection a working day is eight (8) hours, however, employees may use these days in increments of less that eight (8) hours.

Annual Leave Requests

Annual leave of 5 continuous days or more must be requested at least 3 months in advance and will be approved or denied no later than one month prior to the leave. Preference shall be given to the first request. Should requests for the same time off be submitted on the same calendar day, seniority shall prevail.

Annual leave of less than 5 continuous days must be requested at least one month in advance and will be approved or denied no later than two weeks prior to the requested date. Such leaves will be considered on a first-come-first serve basis. Should requests for the same time off be submitted on the same calendar day, seniority shall prevail.

Emergency and other leaves requested with less notice than required above will be considered on a case-by-case basis.

Subsection 4. Absence from employment by reason of illness shall not be chargeable against unused annual leave credits unless approved by the employee.

Subsection 5. Annual leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess annual leave is not forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.

Subsection 6. An employee may not accrue annual leave credits while in a leave-without-pay status

Section 3. Holidays.

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

New Years Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Lincoln's and 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
General Election Day ..... In even-numbered years

Subsection 2. An eligible employee shall receive holiday benefits for legal state holidays. This benefit is paid time off or pay at the regular rate. Holiday benefits shall not exceed eight hours per holiday. An employee must be in a pay status either the last regularly working day before or the first regularly scheduled working day after a holiday is observed to be eligible to receive holiday benefits.

Section 4. Jury and Witness Duty. Employees will be granted leave to serve as jurors or witnesses in accordance with Section 2-18-619, MCA.

1. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowance paid him by the court.

2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid him by the court.

3. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state government.

An employee who is properly serving as a witness or on jury duty will continue to earn and accrue all benefits that the employee would normally earn.

Section 5. Military Leave. Employees shall be granted military leave in accordance with 10-1-604, MCA.

Section 6. Retirement Plans. The existing plans will remain in full force and effect according to statute.

Section 7. Leave Without Pay.

Subsection 1. An employee may request in writing a leave without pay. A leave request is subject to management approval.

Subsection 2. The Employer may condition an approval upon the employee using all accrued leave or compensatory time before using leave without pay, unless the employee is requesting leave for extended military service.

Subsection 3. Approval or disapproval of a leave request will be based upon management's assessment of program needs, and the reason for the request, and will be provided to the employee in writing.

ARTICLE 11
GRIEVANCES AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to resolve any employee grievance. A grievance shall be defined as a complaint by an employee or employees involving the interpretation or application of the terms and provisions of this Agreement.

Section 2. Grievance Procedure.

Step 1. Any grievance shall be taken up with the employee's immediate supervisor within 14 calendar days of the event leading to the grievance. The immediate supervisor shall have 14 calendar days to respond to the grievance.

A complaint will not be considered a grievance until the employee(s) bringing forth the complaint has submitted the completed Grievance Form in Addendum C to their immediate supervisor.

Step 2. If the grievance is not resolved at Step 1, the grievance may be presented in writing within 14 calendar days from the receipt of the immediate supervisor's response of Step 1 to the Superintendent or his/her designee.

The Superintendent or his/her designee at the second step shall have 14 calendar days from receipt of the grievance to respond in writing.

Step 3. If the grievance is not resolved at Step 2, it may be presented to the Department Director or his/her designee within 14 calendar days of the receipt of the Step 2 response. The Department Director shall have 21 calendar days to respond to the grievance in writing.

Step 4. Should the aggrieved employee and the Union consider the decision of the Director unsatisfactory, the Union may, within 21 calendar 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 3. Rules of Grievance Processing.

A. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties.

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 grievant to proceed to the next step within time limits provided.

C. An appointed authority may choose a designee to 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. The grievance shall be presented in writing using the Grievance Form in Addendum C and submitted to the Employee(s) immediate Supervisor at Step 1.

   The written grievance shall contain the following:

   1. The name of the grievant (s).
   2. The specific contract violation.
   3. A complete statement of the grievance and facts upon which it is based.
   4. The remedy or correction requested.

E. Those employees desiring to use alternative grievance procedures, legal or quasi-legal processes 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 issue 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 may be referred to the Board for a decision.

Section 4. Rules of Arbitration.

A. Within 14 calendar days of receipt of the Union's notice of its intent to arbitrate a grievance, the Union shall call upon BOPA for a list of five potential arbitrators. The Union will provide the Employer with a simultaneous copy of the arbitration panel request.

B. Each party shall be entitled to strike two names from the list in alternate order and the name so remaining shall be the arbitrator. A coin toss shall determine which party strikes the first name.

C. The arbitrator shall render a decision and that decision shall be final and binding. By mutual agreement, the parties may request a bench decision from the arbitrator, provided the arbitrator is notified at time of selection.

D. 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 share equally the cost.

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

ARTICLE 12
SENIORITY AND LAYOFF

Section 1. Seniority means the length of continuous service in the bargaining unit since the last date of hire.

Section 2. Seniority shall continue to accrue during all layoffs and approved leaves of absence not exceeding one year, including but not limited to military leave, work-comp leave, or short or long term disability leave.

Section 3. Seniority shall be revoked if an employee retires or otherwise terminates employment; is discharged for cause; permanently transfers out of the bargaining unit, or refuses or fails to respond to a recall from layoff to a permanent position within the same classification in the bargaining unit within 14 calendar days of notice of recall, or refuses to return to work on the date requested.

Section 4. Seniority and qualifications within the classification shall be the controlling factors in the selection of employees for layoff. Qualifications for teachers means proper endorsement. Seniority and BFOQ shall be the only factors used for correctional counselors.

Section 5. Any permanent fulltime or part-time employee subject to layoff, transfer, or non-disciplinary demotion shall be given 14 days per 2-18-1206(b) advance notice of the action.

Section 6. No permanent employees shall be laid off or subject to non-disciplinary demotion while temporary or probationary employees in the same classification series are retained.

Section 7. Recall from layoff within each classification shall be in reverse order within that classification in recalling employees, the Employer shall send a certified, return receipt letter to the last known address of the employee with a copy to the Union. The letter shall state that failure to notify the Employer within 14 calendar days of his/her intent to return to work shall constitute forfeiture of all recall rights. Recall rights shall be limited to a period of one year following the date of layoff.

ARTICLE 13
INSURANCE

Section 1. Insurance. 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.

Section 2. The state contribution toward health insurance shall continue during an absence for industrial accident up to twelve weeks concurrent with FMLA.

Section 3. Insurance will be offered to all eligible employees.

ARTICLE 14
RECRUITMENT, SELECTION, AND PROMOTION

Section 1. Position vacancies. When a new position is created or a vacancy occurs in any existing position, the Employer shall forthwith prepare and furnish the Union, and post in places as agreed upon by the Employer and the Union, a notice stating among other things:

> Location and title of position to be filled; a listing of the principal duties of the position; minimum qualifications; assigned hours of service; assigned days of rest; salary range of the position; 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; and with whom the applications shall be filed.

Section 2. Announcement time. The Employer shall post jobs for a minimum of seven calendar days.

Section 3. Promotions. In selection of employees for promotions to positions within the bargaining unit, if experience, qualifications, and capabilities are equal, then seniority shall be the determining factor.

Section 4. Senior employees not selected. When a senior employee, who has applied for a bargaining unit position, is not assigned thereto, s/he shall, upon request, be entitled to be advised in writing of the reason s/he did not receive the assignment. If not satisfied with the reason stated for not receiving the assignment, s/he may invoke the grievance procedure outlined in this Agreement.

Section 5. Part-time and temporary employees. Part-time and temporary employees will be considered for hire to a permanent position before hiring of any other personnel, provided the employee meets the requirements of the job as established by the job description.

Section 6. Employees who are involuntarily changed in shifts or days off shall be given at least ten working days advanced notice of the action. This can be waived with Union consent.

ARTICLE 15
EVALUATION OF EMPLOYEES

Section 1. The purpose of evaluations is to inform the employee of his/her strengths, weaknesses, methods of improvement, and/or progress in improving. To this end, the pertinent comments regarding an evaluation will be written, and the employee will sign acknowledgment on the documents or, if the employee refuses, then the supervisor will make a notation that the employee refused to sign.

Completed evaluation documents, with any attachments provided by the employee, will be placed in the employee's personnel file as part of the employee's permanent record. In addition, a copy of the evaluation will be given to the employee at the time such evaluation is completed prior to placement in the employees file. The written evaluation shall be submitted to the employee for comment and the comments the employee submits shall be attached to the final evaluation.

Section 2. Employee will be evaluated prior to completing the probationary period on his/her strengths, weaknesses, methods of improvement, progress in improving and the Employer's expectations of the employee.

Section 3. Employees will be evaluated on the designated evaluation form.

ARTICLE 16
NO STRIKE / NO LOCKOUT

Section 1. During the term of this Agreement, neither the Union nor its agents or representatives will cause, sanction, or take part in any strike. The exception is the Union shall have the right to engage in this prohibited activity after December 31, 2016, for matters pertaining to wages and economic benefits in the 2018-2019 biennium.

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

ARTICLE 17
TERM OF AGREEMENT

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

Section 2. Should either party seek to modify this Agreement, it shall give written notice of such intention not less than 90 days prior to the expiration date of this Agreement. With mutual agreement, negotiations may commence at any time thereafter.

ARTICLE 18.
SEVERABILITY

Section 1. In the event that any provision of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable shall remain in full force and effect. Either party may initiate negotiations on the provision declared invalid.

ARTICLE 19.
ENTIRE AGREEMENT

Section 1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement.

This Agreement is reached this 17th day of June, 2016

FOR THE EMPLOYER:

Mike Batista, Director
Department of Corrections

Cindy McKenzie, Administrator
Youth Services Division

Mike Manion, Chief
State Office of Labor Relations

Dan Kissner, Superintendent
Riverside Youth Correctional Facility

FOR THE UNION:

Brian Ehli
MEA-MFT Field Consultant

Tanya Butler, President
RYCF Employee Union, MEA-MFT

ADDENDUM A
PAY SCHEDULE

Wages and Benefits

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.

Effective the pay period that includes January 15, 2016, management also agrees to move the increments in the agreement as follows:

Job Title	Class Code	1st Increment (Entry)	2nd Increment	3rd Increment	4th Increment	5th Increment	6th Increment (Market)
Correctional Officer	333114	$17.285	$18.074	$18.863	$19.652	$20.442	$21.231
Child Family Social Workers	211026		$17.41	$17.738	$18.544	$19.351	$20.157
Secretaries	436413						$14.08
Substance Abuse Counselors	211116						$21.055
Maintenance Worker	499414					$15.80	$16.028
Teachers	252316			$18.48	$19.287	$20.125	$20.964

Effective the pay period that includes January 15, 2017, management also agrees to move the increments in the agreement as follows:

Job Title	Class Code	1st Increment (Entry)	2nd Increment	3rd Increment	4th Increment	5th Increment	6th Increment (Market)
Correctional Officer	333114	$17.785	$18.574	$19.363	$20.152	$20.942	$21.731
Child Family Social Workers	211026			$17.91	$18.544	$19.351	$20.157
Secretaries	436413						$14.58
Substance Abuse Counselors	211116						$21.555
Maintenance Worker	499414						$16.30
Teachers	252316			$18.98	$19.287	$20.125	$20.964

ADDENDUM B
MEMORANDA OF AGREEMENT

For the term of the Agreement, the parties will implement the DOC fuel stipend pilot program. The purpose of this program is to enhance recruitment and retention efforts by offsetting employee travel expenses. Employees who drive further than 15 miles one way shall be given a $20.00 weekly stipend with retroactive pay to the effective date of July 1, 2007.

The parties also agree to further explore the possibility of an alternative work week schedule through the LMC. The parties agree to meet once a month until a suitable alternative schedule can be found or until the LMC members agree to table the project.

This agreement is entered into this 17th day of June, 2016.

FOR THE EMPLOYER:

Mike Batista, Director
Department of Corrections

Cindy McKenzie, Administrator
Youth Services Division

Mike Manion, Chief
State Office of Labor Relations

Dan Kissner, Superintendent
Riverside Youth Correctional Facility

FOR THE UNION:

Brian Ehli
MEA-MFT Field Consultant

Tanya Butler, President
RYCF Employee Union, MEA-MFT

ADDENDUM C
GRIEVANCE FORM

This form shall be used to process grievances in accordance with Article 11 - Grievance and Arbitration Procedure.

The grievant(s) shall complete and present to their immediate Supervisor at Step 1.

Name of Grievant (s): _____

Time, Date & Place of Occurrence: _____

_____

Specific Contract Violation: _____

_____

Nature of Violation (describe the events): _____

_____

_____

_____

_____

_____

_____

_____

Remedy Requested:

_____

_____ _____

Grievant(s) Signature Date

TABLE OF CONTENTS

ARTICLE	Page
PREAMBLE	2
ARTICLE 1. RECOGNITION	2
ARTICLE 2. UNION RIGHTS	2
ARTICLE 3. MANAGEMENT RIGHTS	3
ARTICLE 4. UNION SECURITY	4
ARTICLE 5. NON-DISCRIMINATION	4
ARTICLE 6. EMPLOYEE RIGHTS	5
ARTICLE 7. WAGES, OVERTIME, AND COMPENSATORY TIME	6
ARTICLE 8. LABOR-MANAGEMENT RELATIONS COMMITTEE	7
ARTICLE 9. WORKING CONDITIONS	7
ARTICLE 10. EMPLOYEE BENEFITS AND LEAVES	9
ARTICLE 11. GRIEVANCES AND ARBITRATION	13
ARTICLE 12. SENIORITY AND LAYOFF	15
ARTICLE 13. INSURANCE	16
ARTICLE 14. RECRUITMENT, SELECTION, AND PROMOTION	16
ARTICLE 15. EVALUATION OF EMPLOYEES	17
ARTICLE 16. NO STRIKE / NO LOCKOUT	17
ARTICLE 17. TERM OF AGREEMENT	17
ARTICLE 18. SEVERABILITY	18
ARTICLE 19. ENTIRE AGREEMENT	18
ADDENDUM A PAY SCHEDULE	19
ADDENDUM B MEMORANDA OF AGREEMENT	20
ADDENDUM C GRIEVANCE FORM	21