AGREEMENT BETWEEN

STATE OF MONTANA,

MONTANA YOUTH TRANSITION CENTER

AND

MONTANA PUBLIC EMPLOYEES ASSOCIATION

2015-2017

ARTICLE I - RECOGNITION

1.1 Union Recognition

The employer hereby recognizes the union, Montana Public Employees Association as the exclusive representation of certain employees for the purpose of collective bargaining as certified by the Board of Personnel Appeals in Unit Determination No. 1-2011 on September 7, 2010.

1.2 Employer Recognition

The union recognizes the prerogatives of the employer, to operate and manage the agency and its ancillary facilities 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 agency and ancillary facilities operations;
E. determine the methods, means, job classifications, and personnel by which agency and ancillary operations are to be conducted;
F. take whatever actions may be necessary to carry out the missions of the agency and ancillary facilities in situations of emergency;
G. establish the methods and processes by which work is performed;
H. establish, modify, delete, and enforce rules and regulations;
I. determine the method, number, and kinds of personnel by which operations undertaken by employees are to be conducted, including the kind of work to be performed by employees or others, and the places and manner in which it is to be performed.
J. Maintain gender appropriate staffing

ARTICLE II - DEFINITIONS

2.1 Bargaining Unit

The bargaining unit as certified by the Board of Personnel Appeals in Unit Determination Number 1- 2011 on September 7, 2010 is as follows:

> The appropriate unit for purposes of collective bargaining shall be limited to certain public employees as defined in section 39-31-103 MCA (2009) employed by the Montana Department of Corrections, Youth Services Division, Great Falls Youth Transition Centers as full-time correctional officers excluding all student interns, short term workers and temporary employees as defined in section 2-18-101 MCA (2009) managerial, supervisory

and confidential employees, all those exempted by section 39-31-103 MCA (2009) and all other employees.

2.2 Union

The Union is the Montana Public Employees Association and its officers, agents, and representatives.

2.3 Employer and/or Agency

The employer and/or agency is the State of Montana, Department of Corrections, Youth Services Division, Youth Transition Centers and its agents or representatives, hereinafter the centers.

2.4 Employees

Unless otherwise indicated, the term "employee", as used in this Agreement, shall mean employees who are members of the bargaining unit as defined above.

A. Part-Time Employee:

An employee hired by the employer to work less than 2080 hours per year.

B. Probationary Employee:

Any employee who has not yet worked- 1040 straight-time hours (unless extended pursuant to Section 5.2) since his/her most recent date of hire into a bargaining unit position.

C. Seasonal Employee:

Any employee scheduled by the employer to work less than a full calendar year.

D. Permanent Employee:

An employee who is designated by an agency as permanent and who has attained or is eligible to attain permanent status.

E. Permanent Status

The state an employee attains after satisfactorily completing an appropriate probationary period.

F. Short-term

(a) a person hired by the employer for an hourly wage established by the agency;
(b) may not work for the agency for more than 90 days in a continuous 12-month period;
(c) is not eligible for permanent status;
(d) may not be hired into another position by the agency without a competitive selection process; and
(e) is not eligible to earn the leave, holiday and group insurance benefits provided in this agreement

G. Temporary Employee

(a) A person is designated as temporary by the employer for a definite period of time not to exceed 12 months;
(b) performs temporary duties or permanent duties on a temporary basis;
(c) is not eligible for permanent status;
(d) is terminated at the end of the employment period; and
(e) is not eligible to become a permanent employee without a competitive selection process.

ARTICLE III - RIGHTS OF THE PARTIES

3.1 Information

The Union and the Employer agree to furnish each other, upon request, and at reasonable cost, such public information that is appropriate and necessary to allow the Board and the Union to fulfill their respective obligations and duty to bargain as required by the Montana Collective Bargaining for Public Employees Act, Section 39-31-101 et seq. MCA (2009).

3.2 Rights of the employer

All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested, exclusively in the employer. It is expressly recognized that except as expressly provided in this Agreement, the employer shall retain all rights and authority to operate and direct affairs of the agency and its ancillary facilities in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the centers and its ancillary facilities; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; maintain gender appropriate staffing; to determine whether

goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge, to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities.

3.3 Rights of the Union

The rights and privileges granted the union in this agreement shall not be granted to any other organization during the term of this Agreement so long as the Union maintains its status as exclusive representative.

3.4 Management Security

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

ARTICLE IV - PAYROLL DEDUCTIONS

4.1 Union Dues

Upon written authorization from a member of the bargaining unit, the employer shall deduct from the pay of that employee the monthly amount of dues as certified by the secretary of the Union and shall deliver the dues to the treasurer of the Union. In situations where net pay after taxes and other deductions is not enough to fund dues deductions, no deduction will be taken. In order for a deduction to be made for a given month, the authorization forms must be received by the employer's business manager no later than the fifth day of said month.

4.2 Representation Fee

Effective the third payroll following ratification of this agreement and as may be permitted by Section 39-31-401 MCA; the employer will deduct a monthly representation fee from the pay of each member of the bargaining unit following that employee's fourth payroll. The Union shall determine the amount of the representation fee to be deducted and inform the employer accordingly. Any dispute as to the amount, propriety, or use of this representation fee shall be strictly between the employee and the Union. Changes in the representation fee rate shall be certified to the Employer in writing over the signature of the authorized officer of the Union at least two (2) payroll periods in advance of such change. The grievance procedure contained within this Agreement shall not be used to address any

dispute regarding representation fee. In situations where net pay after taxes and other deductions is not enough to fund representation fee deductions, no deduction will be taken.

4.3 Hold Harmless

The Union will indemnify, defend and hold the Employer harmless against any claims, demands, suits, or other forms of liability, including the cost of defense, that shall arise out of or as a result from any action taken by the Employer for the purpose of complying with this Article.

ARTICLE V - RIGHTS OF EMPLOYEE'S

5.1 Non-Interference/Coercion

The Union and the Employer agree that employees have the right of self-organization or non-organization, to form or not form, to join or not join, assist or resist any labor organization to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits, and other conditions of employment or to refrain there from, and to engage or refuse to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection free from interference, restraint, or coercion from any employee, the Union or the Employer.

5.2 Probationary Period

All newly hired state employees shall be probationary until they have worked 1040 straight time hours in the bargaining unit and as such, may be disciplined/discharged without recourse to the Grievance Procedure. Management, at its discretion, may extend a particular employee's probationary period an additional 520 hours with notice to the employee and the union. After successfully completing the probationary period, permanent status employees will not be disciplined without "just cause".

5.3 Just Cause

The employer may discharge any employee with permanent status only for just cause. "Just cause" means reasonable, job-related grounds for taking disciplinary action based on failure to satisfactorily perform job duties, or disruption of agency operations. Just cause may include, but is not limited to: an actual violation of an established agency standard, procedure, legitimate order, policy, or labor agreement; failure to meet applicable professional and ethical standards; criminal misconduct; wrongful discrimination; deliberate misconduct; negligence; deliberately providing false information on an employment application; willful damage to public or private property; workplace

violence or intimidation; harassment; unprofessional or inappropriate behavior; failure to remain alert and vigilant, or a series of lesser violations.

5.4 Written Statement

Pursuant to 39-2-801 MCA and upon request from the affected employee 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 Association of the removal of an employee for cause. An employee with permanent status may appeal his/her dismissal, suspension or other punitive disciplinary action through the grievance procedure. This in no way limits management's prerogative to lay off employees (see section 5.5 below)

5.5 Seniority

A. Seniority means the length of continuous bargaining unit service since the last date of hire.

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

C. Qualifications, seniority and capabilities shall be considered in the selection of employees for layoff.

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

E. Permanent employees on lay-off may request placement within the pool of short-term, temporary or casual non-bargaining unit persons used to fill absences or vacancies resulting from vacations, illness or injury, call-offs, etc.

5.6 Ratings and Warnings

A. An employee may request and receive a copy of his/her current position description at any time.

B. When performance appraisals are prepared, the results of the evaluation shall be transmitted to the employee in the form of a copy of his/her performance appraisal. Management will discuss the evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. If the employee desires to submit a brief written statement in explanation or mitigation of any remark on the performance appraisal form, the statement shall be attached to the performance appraisal form in the personnel file.

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 s/he has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request.

ARTICLE VI - HOURS/WORKING CONDITIONS

6.1 Hours

Except in the event of emergency or disaster resulting in the endangerment of life or property no employee shall work beyond those hours scheduled by the employer or forty hours per week without specific authorization from his/her supervisor.

6.2 Safety Hazards

Employees shall report all actual or potential safety hazards to their supervisors.

6.3 Overtime

A. As used in this Article, "Non-exempt" employee means an employee subject to the overtime provisions of the Federal Fair Labor Standards Act and its regulations.

B. Consistent with the Fair Labor Standards Act, "Non-exempt" employees shall be paid at the rate of time and one-half for all hours worked in excess of forty hours in a workweek.

C. A supervisor may approve accrual of Fair Labor Standards Act compensatory time as outlined in DOC policy 1.3.40 if the employee has signed an agreement to the accrual of Fair Labor Standards Act compensatory time in lieu of receiving overtime pay

D. There is no guarantee management will approve leave requests in any instance. It should be assumed management will not honor leave requests or prior leave approval if doing so will place an employee in an overtime position. Holiday leave, approved, and paid sick and annual leave will be considered time worked for purposes of calculating overtime.

ARTICLE VII - LEAVES/ABSENCES

7.1 Sick Leave

A. Sick leave is available to eligible employees under qualifying conditions as established the Sick Leave Policy.

B. Full-time full-year employees earn sick leave credits at the rate of twelve days per year. An employee must be employed for ninety calendar days to be eligible for sick leave benefits. Abuse of sick leave is cause for dismissal.

C. Eligible employees may use sick leave for the following reasons:

1. Time off when an employee is unable to perform job duties because of physical or mental illness, injury or disability;

2. Maternity-related disability, including prenatal care, birth, miscarriage, abortion, or other medical care for either employee or child;

3. Parental leave as provided in 2-18-606 MCA;

4. Quarantine resulting from exposure to contagious disease;

5. Examination or treatment by a licensed health care provider;

6. Short-term attendance to an immediate family member or, at an agency's discretion, another relative due to physical or mental illness, injury, disability, or examination or treatment until other care can reasonably be obtained;

7. Necessary care of a spouse, child, or parent with a serious health condition, as defined in the Family and Medical Leave Act 1993; and

8. Death or funeral attendance of an immediate family member or, at an agency's discretion, another person.

D. Notification of absence because of illness shall be given as soon as possible or, in cases of emergency as soon as is feasible, to either the immediate supervisor or to the individual designated to receive such calls. If the employee fails to give such notification, the absence may be charged to leave without pay with appropriate disciplinary consequences.

E. Abuse of Sick Leave

1. Misrepresentation of the actual reason for charging an absence to sick leave is cause for dismissal and forfeiture of the lump-sum payment.

2. Chronic, persistent, or patterned use of sick leave may be subject to discipline.

3. Absences improperly charged to sick leave may, at the employer's discretion, be charged to annual leave, excused or unexcused leave without pay.

7.2 Civic Leave

Jury duty and witness leave is available to eligible employees under qualifying conditions as established in the Jury Duty and Witness Leave Policy. Employees must inform the Youth Transition Centers Director/designee of the date and anticipated length of absence and provide a copy of the summons or subpoena as soon as possible after being summoned or subpoenaed.

7.3 Holidays

A. Currently the State of Montana observes the following legal holidays:

1. New Year's Day, January 1.
2. Martin Luther King Day, the third Monday in January.
3. Lincoln's and Washington's Birthday, the third Monday in February.
4. Memorial Day, the last Monday in May.
5. Independence Day, July 4.
6. Labor Day, the first Monday in September.
7. Columbus Day, the second Monday in October.

8. Veteran's Day, November 11.

9. Thanksgiving Day, the fourth Thursday in November.

10. Christmas Day, December 25.

11. State General Election Day, on even numbered years.

When one of the above holidays falls on a Saturday, state government typically observes the holiday on the preceding Friday. When one of the above holidays falls on a Sunday, the state typically observes the following Monday as the holiday.

B. Holiday benefits are available to eligible employees under qualifying conditions as established in the Holiday Policy. The holiday benefit is eight hours pay for full time employees and proportionally less for part time employees.

C. A holiday is a scheduled day off with pay to observe holidays identified in Section 1-1-216 MCA.

D. In order to be eligible for the holiday benefit an employee must work his/her last scheduled day prior to the holiday and the first scheduled day following the holiday.

7.4 Annual Leave

A. Annual/vacation leave is available to eligible employees under qualifying conditions as established in the Annual Vacation Leave Policy An employee must be employed for six months to be eligible for annual/vacation leave benefits.

B. Employees accrue annual leave credits as follows:

Number of Completed Years of Service	Accrued per Hour In Pay Status
0 - 10 years	.058 x number of regular hours (maximum 120 hrs/15 days per year)
10 - 15 years	.064 x number of regular hours (maximum 144 hrs/18 days per year)
15 - 20 years	.081 x number of regular hours (maximum 168 hrs/21 days per year)
20 or more years	.092 x number of regular hours (maximum 192/24 days per year)

C. Eligible employees may accumulate a maximum of two times the total number of annual leave credits they are eligible to earn per year.

D. The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and the employer, with regard to the best interests of the employer as well as the best interests of each employee. Where the interest of the employer requires the employee's attendance, the employer's interest overrides the employee's interest.

ARTICLE VIII – COMPENSATION

8.1 Classification and Pay Plan

As provided in Title 2 Chapter 18 of the Montana Code Annotated, employees shall be compensated in accordance with the Classification and Pay Plan Rules as promulgated and administered the Department of Administration. Disputes or controversies arising from the operation and application of Classification and Pay Plan rules may be addressed only through the procedures established in Title 2 Chapter 18.

8.2 Pay Schedules

For the term of this agreement bargaining unit employees shall be paid according to the wage schedule attached hereto as Addendum A

8.3 Group Health Insurance Contribution

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.

8.4. Minimums

This contract and the attached wage schedule are intended to cover only minimums in wages and benefits. The employer may place superior wages or benefits in place and may reduce the same to the minimums herein prescribed, without consent of the Union.

8.5 Funding

The union recognizes that the employer's ability to fund the economic benefits contained in this agreement is depended upon such contingencies legislative appropriations, and other revenues. Should there be a significant decrease in revenue which impairs the ability of the employer to fund the economic and other benefits contained in this agreement, the parties shall immediately reopen this agreement to negotiate the provisions herein that are effected by economic impact.

ARTICLE IX - GRIEVANCE/ARBITRATION PROCEDURE

9.1 Grievance Defined

A grievance is defined as a written and signed complaint by an employee, whose employment is covered by this Collective Bargaining Agreement, alleging a violation of one or more provisions of this Collective Bargaining Agreement. The grievance must be filed within fifteen (15) calendar days of the alleged violation. The grievance must:

1. specifically state the provision(s) of this Collective Bargaining Agreement which are alleged to have been violated;
2. state clearly and concisely all facts which are the basis of the grievance; and
3. it must specify the remedy requested which may not include action or relief extending retroactively beyond 15 days prior to the date of filing.

9.2 - Step I

Once the grievance has been filed the grievant's immediate supervisor shall have seven (7) calendar days to respond in writing to the grievance. At the immediate supervisor's option he/she may hold a meeting with the grievant to discuss the grievance.

9.3 - Step II

The grievant has fourteen (14) calendar days from receipt of the immediate supervisor's response in which to appeal the grievance to the Youth Community Corrections Bureau Chief/designated representative. The Bureau Chief/designated representative shall have fourteen calendar days to respond, in writing, to the grievance. At the Bureau Chief's/designee's option he/she may hold a meeting with the grievant and appropriate union representative to discuss the grievance.

9.4 - Step III

The grievant has seven (7) calendar days from receipt of the Youth Community Corrections Bureau Chief/designee's response in which to appeal the Youth Community Corrections Bureau Chief/designee's response to the Director, Department of Corrections. The Director of the Department of Corrections/designee may conduct a meeting with union representatives to consider the merits of the grievance. The Director shall provide a written response to the grievance within fourteen (14) calendar days following receipt of the appeal.

9.5 - Step IV

A. MEDIATION

The Union has fourteen (14) calendar days from receipt of the written response of the Department Director to submit the grievance to the Federal Mediation and Conciliation Service with a request to assign a Mediator to the dispute. The Mediator shall consult with the parties in an attempt to bring about resolution to the grievance. The Mediator shall not produce any records or testimony nor make any statement with regard to any Mediation conducted by him in any forum or proceeding before any court, board, investigatory body, arbitrator, or fact finder.

B. ARBITRATION

If the Federal Mediation and Conciliation Service refuses to assign a Mediator or if the assigned Mediator determines that the grievance is not likely to be resolved, or after sixty (60) calendar days, whichever occurs first, the Union may request that the Federal Mediation and Conciliation Service provide the parties with a list of 5 qualified impartial Arbitrators.

1. Selection

The Arbitrator shall be selected from a list provided as follows:

a) The Union shall strike one name;
b) The employer shall strike one name;
c) The Union shall strike a second name;
d) The employer shall strike a second name;
e) The parties shall notify the Federal Mediation and Conciliation Service of the remaining name who shall be appointed Arbitrator to hear the grievance.

2. FUNCTION

The function of the arbitrator shall be to adjudicate controversies involving alleged violations of a specific Article or Section of this Agreement. .

3. HEARING

The appointed Arbitrator shall confer with the parties and set a time, date and place for the hearing. During this hearing nothing said or done by neither the mediator, nor anything said or done for the first time by either party at mediation may be submitted to the arbitrator. At the conclusion of the hearing, the parties shall have thirty (30) calendar days to submit post hearing briefs

4. AUTHORITY

The Arbitrator shall have no authority to add to, subtract from or otherwise amend this Collective Bargaining Agreement. The Arbitrator shall not imply into this agreement provisions which are not in the express written terms of this agreement. The Arbitrator shall have authority only to consider a grievance which arose during the term of this Collective Bargaining Agreement.

8. DECISION

Following the submission of the briefs the Arbitrator shall render an opinion and award based solely upon the specific provisions of this Collective Bargaining Agreement and the evidence submitted at the Arbitration Hearing taking into consideration the legal and economic restrictions impacting the Employer. The arbitrator's award shall not include perspective nor punitive damages. Nor shall the arbitrator provide or order any action or relief extending retroactively beyond fifteen (15) calendar days prior to the date of the original grievance.

9. COSTS

The expenses, wages, and other compensation of any witnesses called before the arbitrator shall be borne by the party calling such witnesses. Other expenses incurred, such as wages of the participants, preparation of briefs and data to be presented to the arbitrator, shall be borne separately by the respective parties. Each party shall be responsible for its own expenses relative to this grievance procedure.

The Arbitrator's fees, expenses, and other related costs shall be shared equally by the parties.

9.6 Election of Remedy

Once a grievance has been filed, the grievant(s) and the Union waive any right to pursue any action or complaint involving the same facts or circumstances before any county, state or federal agency, tribunal, court or other forum in which relief may be sought or granted. Once the grievant or the Union has filed any complaint, appeal or other action with any county, state or federal agency, court, tribunal or other forum involving the same facts or circumstances all rights to file or pursue a grievance under this section shall be forever waived.

9.7 Cooperation

The employer and the Union will cooperate in the investigation of grievances and will make available reasonable access to such public information as is appropriate and necessary for the processing of any grievance. No officer, agent or representative of the Union may solicit grievances but may receive, discuss, and handle grievances only when and where such activities do not interfere with their work or the work of centers' employees.

9.8 Time Lines

Should the grievant or the Union fail to timely file or advance a grievance the grievance shall become void and forever waived. Should the employer, its agents or representatives fail to provide a timely response at any step of this procedure such failure shall be considered a denial of the grievance and the grievance may be timely advanced to the next step of this procedure. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

9.9 Individual Rights

Nothing in the foregoing shall be construed in any way as limiting the rights of any employee to discuss any matter informally with the employer, the Director or any other agency employee/representative when and where such discussions do not interfere with his/her work or the work of agency employees.

9.10 Files

All documents, communications, and records processing a grievance shall be filed separately from the personnel files of the grievant, witnesses and other participants except as noted in the resolution of a grievance.

ARTICLE X - EFFECT OF AGREEMENT

10.1 Agreement All Inclusive

This agreement represents the full and complete agreement between the parties. This agreement shall not be modified during its term except by the mutual written consent of both parties. This agreement supersedes any prior agreements, practices, customs, or policies concerning any term or condition of employment.

10.2 Zipper Clause

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 in this Agreement, or not specifically referred to or covered in this Agreement, even though such subjects or matters may, or may not, have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This Article shall not be construed to in anyway restrict the parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.

10.3 Savings Clause

If any provision of this agreement or any application thereof is finally held to contrary to law by a court of competent jurisdiction then such provision or application shall be deemed invalid but all other provisions/applications shall continue in full force and effect.

10.4 Effect of Laws, Rules, and Regulations

The parties recognize the right, obligation, and duty of the employer to promulgate rules, regulations, directives, and orders.

ARTICLE XI - DURATION

11.1 No Strike

During the term of this Agreement, it is understood that the Union will not encourage, cause, permit or authorize its members to strike, honor picket lines, sit down, slowdown or engage in any work stoppage or limitation upon normal employee work activities. Furthermore, it is understood that no Union officer or agent shall authorize, encourage, or assist in any such strike or work slowdowns/stoppage in any agency activity or facility, nor will it participate in, counsel or induce any such action.

11.2 Effective Dates

This agreement shall become effective when signed by the Union once it has been signed by the employer. It shall remain in effect until June 30, 2017 when it shall expire.

11.3 Date and Signatures

This agreement is signed this 11th day of March 2016

FOR: STATE OF MONTANA, DEPARTMENT CORRECTIONS: YOUTH SERVICES DIVISION

Mike Manion
State Office of Labor Relations

Mike Batista, Director
Department of Corrections

Ken McGuire, JPO II, Director
Youth Transition Centers

Cindy McKenzie, Administrator
Youth Services Division

FOR: MONTANA PUBLIC EMPLOYEES ASSOCIATION

Quinton E. Nyman, Executive Director
Montana Public Employees Association

Robert Chatriand, Field Representative
Montana Public Employees Association

Thom Lehotsky, Chapter President
Montana Public Employees Association

ADDENDUM A - PAY PLAN

A. The broadband pay rates established have been implemented and bargaining unit employees appropriately placed effective June 15, 2012 or ratification of this agreement, whichever is later.

B. 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.

C. 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 July 1, 2012 and their job anniversary date. Thereafter, each increment increase will be conditioned upon:

1. Successful completion of the required training as per the career progression plan for that occupation, and
2. Acceptable performance as evidenced by not being on an active performance improvement plan.

E. 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.

F. Any employee who does not successfully complete the identified training requirement for progression to the next pay increment, will be denied movement until such time as he/she does complete the requirements unless the failure to complete is a result of the training not being offered, and/or other reason which is no fault of the employee. Employees who fail to meet training requirements will be expected to complete those requirement(s) at the next opportunity after which they will be moved to the next increment and begin receiving the higher rate.

G. All employees covered by this collective bargaining agreement under the Broadband Pay Plan shall receive a $0.50 per hour increase on the base-rate effective in the pay periods that include January 15, 2016 and January 15, 2017. .

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

Job Title	Class Code	1st Increment (Entry)	2nd Increment	3rd Increment	4th Increment	5th Increment	6th Increment (Market)
Correctional Officer	333113	$14.656	$15.311	$15.969	$16.627	$17.284	$17.942

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	333113	$15.156	$15.811	$16.469	$17.127	$17.784	$18.442

ADDENDUM B- GRIEVANCE FORM

The following form shall be used to process grievances in accordance with Article 9 of the Youth Transitions Center and Montana Public Employees Association Collective Bargaining Agreement the Employee shall fill out the following form if they are not satisfied with the Step 1 answer of the immediate supervisor within seven (7) calendar days of receipt of said response:

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

_____

_____

_____

_____

YOUR PROPOSED SOLUTION TO THE GRIEVANCE:

_____

_____

_____

_____ _____

Employee(s)' Signature **Date**

STEP 2 RESPONSE (The Management Representative/designee shall answer within seven (7) calendar days of receipt of this form, the grievance described by the employee(s) on page 1):

_____

_____

_____

_____

_____ _____

Signature of Management Representative/Designee **Date**

Step 3. If no settlement is reached at Step 2, forward on this form to the Department Director or his/her designee within seven (7) Calendar days of the receipt of the written Step 2 response. The Director, or his/her designee, shall have seven (7) calendar days in which to respond to the grievance in writing.

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

_____

_____

_____

_____

_____ _____

Employee(s)' Signature *Date*

STEP 3 RESPONSE (The Director/designee shall respond to the employee(s)' grievance below within fourteen (14) calendar days of receipt of the grievance at step three):

_____

_____

_____

_____ _____

Director/designee's signature **Date**