

**Supplemental Agreement to the Master Agreement
between
Montana State Prison, Montana Department of Corrections
and
Federation of Montana State Prison Employees, Local # 4700,
Montana Federation of Public Employees**

These Provisions only apply to the Department of Corrections Riverside Special Needs Unit.

Each of the provisions listed below are intended to supersede similar provisions contained in the Federation of Montana State Prison Employees, Local 4700 Master Agreement:

**ARTICLE 4
SENIORITY**

Section 9. Seniority at Riverside Special Needs Unit. There shall be a separate seniority list maintained for staff at the Riverside Special Needs Unit.

**ARTICLE 7
LEAVE**

Section 2. Annual Leave (Vacation).

Subsection 7 and 8 A-F. Vacation dates – Employees at Riverside Special Needs Unit Vacations shall be granted on a first come first serve basis. Should two or more employees in the same job classification, request the same vacation day(s) and the requests are submitted on the same day, the available leave shall be granted by seniority.

Should an employee request and be granted vacation leave for January 1, July 4, Thanksgiving, December 24, December 25 or December 31, and requests that particular holiday the following year, any other employees in the same job classification, who request that particular holiday shall be given preference over the employee who was granted the holiday in the previous year.

Employees shall be barred from requesting compensatory time off in excess of the amount of earned compensatory time that has accrued at the time of the

request. Employees may request vacation leave anticipated to be accrued and available for use at the time of the leave.

Vacation leave may not be requested more than two years in advance. Only in the case of extenuating circumstances, and with the approval of the supervisor, may leave be requested more than two years in advance.

Vacation requests must be approved by the employee's immediate supervisor. Management may cancel a vacation unless:

1. It causes a substantial and undue financial hardship to the employee.
2. The employee is attending an event for immediate family such as a funeral, wedding, or other major immediate family event.

ARTICLE 9 **RECRUITMENT, SELECTION AND PROMOTION**

Section 4. Bid posting book. There will be a separate bid posting book for the correctional officers at the Riverside Special Needs Unit. As such openings occur, they will be filled on a seniority basis, from the roster of those who have previously indicated an interest, by signing the respective book.

No name will be removed from the bid posting book, unless done and initialed by the employee and the supervisor, without first notifying the employee, 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 transfers out of the Special Needs Unit.
- D. The employee refuses to accept the bid the employee had requested.

ARTICLE 10 **PAY AND HOURS**

Section 2. Workdays and workweeks.

Subsection 1. Standard work schedules. A standard workday for correctional officers, nurses and nursing aides at the Riverside Special Needs Unit shall consist of twelve consecutive hours of work in any 24-hour period.

Subsection 7. Flex Schedules. With mutual agreement between management and the employee, employees at the Riverside Special Needs Unit, including security staff, may flex their work schedules.

ARTICLE 11 **OVERTIME, COMPENSATORY TIME AND PREMIUM PAY**

Section 1. Overtime - non-exempt employees.

Subsection 1. Standard workday - workweek. "Nonexempt" employees, as defined by the Labor Standards Division of the Department of Labor and Industry, State of Montana, shall be paid at a rate of one and one-half times their regular rate of pay for any time they work over 40 hours per week and those in a mutually agreed upon flex schedule, in excess of eight hours in any 24-hour period. The employer shall not require an employee covered by this agreement to work overtime except as essential to the provision of service, which is defined as a need, if not fulfilled, that jeopardizes the security, safety and/or the orderly operation of the institution, staff, inmates or public. This includes the manning of a post that requires post certification. This provision also includes emergencies, which are unforeseen circumstances, that threaten the safety and security of the public, inmates, employees and/or property.

Correctional officers, nurses and nursing aides at the Riverside Special Needs Unit shall be paid at a rate of one and one-half times their regular rate of pay for any time they work over twelve (12) hours per day or eighty (80) hours per pay period.

Subsection 3. When a vacancy occurs on a shift and there is less than three (3) day notice, the supervisor shall contact employees, in the same job classification, by seniority, greatest to least, to fill the vacancy. The first employee with the greatest seniority who affirmatively responds will be awarded the shift overtime.

When a vacancy occurs on a shift and there is greater than a three (3) day notice, the supervisor shall contact employees, in the same job classification, by seniority, greatest to least, to fill the vacancy. An employee who affirmatively responds to fill the overtime vacancy may be displaced by a more senior employee within the first twenty-four (24) hours of receiving the overtime offer from the supervisor. After the twenty-four (24) hour period expires there can be no displacing the employee who affirmatively responded to fill the overtime vacancy.

Under no conditions shall an employee be eligible for an overtime shift if acceptance requires the employee to work greater than sixteen (16) consecutive hours.

Subsection 4. This subsection will not be applicable to the Riverside Special Needs Unit.

Section 5. Compensatory time.

With mutual agreement, employees in non-exempt positions may accrue compensatory time.

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 Employer. 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 next full pay period.

ARTICLE 12
WORKING CONDITIONS

Section 1. Work rules.

Subsection 1. The Employer agrees to distribute a copy of existing work rules manual upon employment of new personnel for use during pre-service training. Thereafter, the Employer will have a sufficient number of copies available for employees to review. The Federation will be provided a copy of the rules within 30 days after the signing of this Agreement. New rules or changes to rules will be distributed and available to employees.

Dated April 8, 2019

For: THE STATE OF MONTANA

Michael P. Manion
Michael P. Manion, Chief
State Office of Labor Relations

For: Federation of Montana State Prison
Employees, Local #4700

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