

Memorandum of Understanding
Between
Montana Department of Corrections
and
Montana Federation of Probation and Parole Local 4464

This Memorandum of Understanding is between the Montana Department of Corrections, hereafter known as the "Department", and the Montana Federation of Probation and Parole Local 4464, hereafter known as the "union".

The parties have engaged in collective bargaining and maintained a collective bargaining agreement (CBA) for several decades. When bargaining the 2003-2005 CBA, the parties agreed to transition from the established 25 Grade Pay Plan to an alternative classification and pay plan. On 1 July 2003, an alternative pay plan, which was composed of six increments and a maximum pay rate, was incorporated into the 2003-2005 CBA. Bargaining the 2005-2006 CBA the parties agreed to explore pay increase opportunities for those employees whose pay fell between market and maximum. The agreement language from the 2005-2006 CBA is as follows:

Addendum A - Pay

The parties agree to negotiate the subject of pay incentives for employees who earn between the market and maximum rates as an opportunity to earn compensation above and beyond any legislated raises. The employer and union will assign a team of three managers chosen by the employer and three bargaining unit members chosen by the union to examine and make recommendations to the bargaining teams for pay incentives no later than May 1, 2005, in time for the beginning of the bargaining cycle for the Fiscal Year 2006 and 2007 contract term. Team members shall be appointed and shall begin meeting no later than March 1, 2005. The employer will provide release time and approved travel for team members. The parties agree to a meeting schedule of a one-day session for a first meeting, followed by a two-day session for a second meeting, followed by a one-day session for a third meeting. The parties have a goal that the team will issue a joint recommendation for pay incentives for employees between the market and maximum rate, recognizing that in the event a single recommendation is not achievable, the team members will submit separate recommendations to the bargaining teams.

The parties met, as per the 2005-2006 language, and agreed upon "training tracks" for those employees whose pay fell between the market and maximum on the pay schedule. The training track language and stipend amounts were incorporated into the 2007-2009 CBA. The pay schedule and training track language from the 2007-2009 CBA are as follows:

Addendum A - Pay

Section 4 - Schedule A and B

SCHEDULE A Effective July 1, 2007-December 7, 2007				
Increment	Years of Service	Administrative Support	PO Technician – RA	Officer
1 - Entry	0	\$ 10.251	\$11.081	\$15.272
2	1	10.711	11.581	16.123
3	2	11.171	12.083	16.974
4	3	11.631	12.581	17.825
5	4	12.091	13.081	18.675
6 - Market	5	12.551	13.591	19.526
Maximum		14.851	16.193	25.296

SCHEDULE B Effective December 8, 2007				
Increment	Years of Service	Administrative Support	PO Technician – RA	Officer
1 - Entry	0	\$ 10.251	\$11.081	\$16.447
2	1	10.711	11.581	17.269
3	2	11.171	12.083	18.092
4	3	11.631	12.581	18.914
5	4	12.091	13.081	19.736
6 - Market	5	12.551	13.591	20.559
Maximum		14.851	16.193	25.296

The wages in the pay schedule are base wages, excluding statutory longevity increments.

Section 5 - Progression between the market and maximum pay rates

Subsection 1. Eligibility. Employees are eligible for additional compensation for completing training tracks shown in Schedule C provided:

- (a) they have completed five years of employment and have reached increment six in their current job classification with adult probation and parole or juvenile parole;
- (b) they have received a satisfactory performance appraisal in the most recent appraisal period and,
- (c) their total compensation does not exceed the maximum identified in the current pay schedule.

(d) Treatment Approaches are limited to JPO's.

Subsection 2. Compensation

PO's	POT/RA	AA
.41 per training track	.29 per training track	.25 per training track

Employees who have completed more than five years employment with adult probation and parole or juvenile parole may be compensated for completing up to two training tracks beginning February 1, 2007. Employees who have completed five years of employment or more, but who are not yet being paid at the rate shown on schedule A, will not have their training increases count toward moving to market. Any training track compensation received will be subtracted from base wages prior to adjusting employee's wages to their target increment in June 2007. After wage adjustment the training compensation will be added back to base wages.

Subsection 3. Training Track default. Training requirements and standards will be determined by management and may be accomplished through approved department-sponsored training courses. If an employee is unable to complete required training because training is not made available as seen in Schedule B the employee will receive the additional compensation until the training is made available to them.

Subsection 4. Effective date for pay increases. The effective date for the increased pay rates will be the first day of the first full pay period following the completion of the approved training track.

Subsection 5. Exceptions. Any questions or concerns related to the implementation of the provisions of this pay plan agreement will be sent to the Divisional Labor-Management Relations Committee for resolution.

Subsection 6. Training Tracks

SCHEDULE C Training Tracks		
Training Tracks	Required Hours for Completion	Availability of training
Safety	16	TBA
Addictions	16	February 1, 2007
Mental Health	16	February 15, 2007
Sex/violent offender	16	April 1, 2007
Cultural	16	June 1, 2007
Office Operation	16	TBA
Treatment Approaches Limited to JPOs	40 (20 hours equal one track for purposes of movement)	October 2006

Subsection 7. Definition:

Satisfactory Evaluation: This is a yearly evaluation completed by management no later than thirty days prior to the employee's anniversary date where an employee earns a minimum of "meets

most standards." Should the employer fail to complete the evaluation within the time frame, the employee's evaluation shall be considered satisfactory.

The evaluation shall be completed according to policy and the "Performance Management Program" in effect as of January 24, 2006.

Should an employee be placed on a "Performance Improvement Plan", and satisfactorily complete said plan, they will have completed this part. They will be paid on the first full pay period following such completion.

In the 2015-2017 CBA, the pay schedule was compressed, and some increments were eliminated including the maximum pay amount. The pay schedule from the 2015-2017 CBA is as follows:

Addendum A - Pay

Section 3 – Pay Schedule

Upon ratification, the entry increments will be adjusted as follows:

PAY SCHEDULE					
Increment	Years of Service	Administrative Support	PO Tech and RAs	POs	HOs
1 st (Entry)	0	\$12.928	\$13.999	\$17.77	\$22.26
2 nd	1			\$18.13	\$23.12
3 rd	2			\$19.00	\$24.48
4 th	3			\$19.86	\$25.84
5 th	4			\$20.72	\$27.20
6 th	5			\$21.59	No Change

Effective the pay period that includes January 15, 2017, the entry increments will be adjusted as follows:

PAY SCHEDULE					
Increment	Years of Service	Administrative Support	PO Tech and RAs	POs	HOs
1 st (Entry)	0	\$13.428	\$14.499	\$18.277	\$22.76
2 nd	1			\$18.277	\$23.12
3 rd	2			\$19.00	\$24.48
4 th	3			\$19.86	\$25.84
5 th	4			\$20.72	\$27.20
6 th	5			\$21.59	No Change

The wages in the pay schedule are base wages, excluding statutory longevity increments.

The current pay schedule is similar to the 2015-2017 with the exception that it was compressed further, it contains no more than five increments and deletes the "Years of Service".

Effective the first full pay period which includes 15 February 2018.

PAY SCHEDULE					
Increment	Administrative Support	PO Tech and RAs	PSI Writers	POs	HOs
1 st (Entry)	\$13.56	\$14.64	\$17.64	\$18.46	\$22.99
2 nd				\$19.00	\$23.12
3 rd				\$19.86	\$24.48
4 th				\$20.72	\$25.84
5 th				\$21.59	\$27.20

Effective the first full pay period which includes 15 February 2019.

PAY SCHEDULE					
Increment	Administrative Support	PO Tech and RAs	PSI Writers	POs	HOs
1 st (Entry)	\$13.70	\$14.79	\$17.82	\$18.64	\$23.22
2 nd				\$19.00	\$24.48
3 rd				\$19.86	\$25.84
4 th				\$20.72	\$27.20
5 th				\$21.59	

When bargaining the 2015-2017 CBA, the bargainers neglected to consider the training track language and how it would be affected by the compressed pay schedule. The original language from the 2007-2009 CBA remained and continued through all of the successor agreements, with the exception of Subsections 6 and 7, which were deleted in the 2013-2015 CBA. The training track language continued to reference the maximum pay even though the bargainers had agreed to eliminate that increment from the pay schedule. In subsequent bargaining for the 2017-2019 CBA, the bargainers again overlooked the flawed and outdated training track language. Consequently, the training track language has remained unchanged from 2007 to the present, with the exception of deleting Subsections 6 and 7.

Even though the training track language was outdated and confusing in its application to the current pay schedule, the Department continued to honor training requests from employees and awarded training track stipends up to November of 2018.

To remedy the outdated, flawed and confusing language in the current CBA the parties agree to the following conditions:

1. These conditions shall supersede Addendum A-Pay, Section 4, Subsections 1 – 5 of the 2017-2019 CBA.
2. Employees are eligible for additional compensation by completing applicable Division approved trainings that are designated as training track increase courses.
3. Employees must have completed more than five years employment with Probation and Parole.

4. Employees will be compensated and limited to two training track pay increases.
5. Employees who received two training track pay increases before the implementation of this agreement shall not be eligible for additional training track pay increase opportunities. Employees who received one training track pay increase before the implementation of this agreement shall be eligible for one training track pay increase opportunity.
6. Employees must have received a satisfactory performance appraisal in the most recent appraisal period. If no appraisal was made by the Department in the most recent appraisal period, the employee shall not be disqualified or denied a training track opportunity.
7. The effective date for the increased pay rates will be the first full pay period following the completion of the approved training track.
8. Training tracks shall be compensated at the following rates:

Probation Officers and Hearing Officers	\$.41 per track
Probation Officer Techs, Regional Assistants and PSI Writers	\$.29 per track
Administrative Support	\$.25 per track

9. This is a one-time agreement and does not set precedent or establish past practice.

This Memorandum of Understanding shall expire on 30 June 2019.

Signed and dated April 8, 2019.

FOR: STATE OF MONTANA AND PAROLE OFFICERS, LOCAL #4464, MFPE

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