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COLLECTIVE BARGAINING AGREEMENT

between

FEDERATION of

MONTANA STATE PRISON EMPLOYEES,

LOCAL #4700, MFPE, AFT, AFL-CIO

and

MONTANA STATE PRISON

MONTANA DEPARTMENT OF CORRECTIONS

2019-2021

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MASTER AGREEMENT

THE FEDERATION OF MONTANA STATE PRISON EMPLOYEES, LOCAL #4700, MFPE, AFT, AFL-CIO COLLECTIVE BARGAINING AGREEMENT

2019-2021

PREAMBLE

This Agreement is made and entered into this 1/16/2020 by and between the State of Montana, on behalf of the Montana State Prison (MSP) and the Montana Correctional Enterprises (MCE), hereinafter referred to as the Employer, and Federation of Montana State Prison Employees, Local 4700, Montana Federation of Public Employees (MFPE) hereinafter referred to as the Federation, for the purpose of promoting and improving understanding between the Employer, its employees, and the Federation, relative to: Employer-employee relations; conditions of employment; and to provide a means of amicable and equitable adjustment of any and all differences or grievances which may arise.

ARTICLE 1
RECOGNITION

Section 1. **Recognition.** The Employer recognizes the Federation as the sole bargaining agent for all employees of Montana State Prison, Clinical Services, and Montana Correctional Enterprises classified as correctional officers, correctional technicians, maintenance workers, mental health technicians, psychology specialists, food service workers, registered nurses, licensed practical nurses, infirmary aides, and all other employees who are not supervisory, confidential, or managerial, or are not covered by a separate bargaining agreement and employed by Montana State Prison, Clinical Services, or Montana Correctional Enterprises.

Section 2. New positions. Whenever new positions are created by adding new classifications or by reclassifying a current position, the Federation will be notified so that any additions or deletions to the classifications listed in Addendum A can be mutually agreed upon prior to their inclusion or deletion.

ARTICLE 2
FEDERATION SECURITY

Section 1. **Dues.** Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Federation by such employee for dues. The Employer will remit to the Federation

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such sums within 30 calendar days. Changes in Federation membership dues rates will be certified to the Employer in writing over the signature of the authorized Federation officer or officers and shall be done at least 30 calendar days in advance of such change.

The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for dues or the representation assignee.

Section 2. **Indemnification.** The Federation 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.

Section 3. Visits by Federation Representatives. The Employer agrees that accredited representatives of the MFPE shall have full and free access to the premises of the Employer at any time during working hours to conduct Federation business so long as the duty function of the employee(s) is not impaired. Prior to entering premises, Federation representatives must check with the Employer to make their presence known.

The Employer shall grant reasonable leave of absence without pay to employees whenever required in the performance of duties as "duly authorized representatives of the Federation." "Duly authorized representatives" means members of regularly constituted committees and/or officers of the Federation, a list to be supplied to the Employer annually and upon change.

The parties share an interest in resolving disputes at their earliest stages and continually improving communications between the Federation and the Employer. To that end, if staffing permits, the Employer shall allow the Federation president or a mutually agreeable designee one release day a week with pay. The Federation president or designee will use this time to identify potential problems and concerns and regularly report those issues to MSP and MCE management and human resources. The cost of release time will be divided equally between the Employer and the Federation.

Section 4. Federation bulletin boards. The Employer shall continue to provide bulletin boards in sizes and at locations mutually agreed upon for use by the Federation to enable employees of the bargaining unit to see notices posted thereon when reporting or leaving their workstations or during their rest periods. All notices shall be posted by the president of the bargaining unit or his/her designee and shall relate to the matters listed below:

A. Federation recreational and/or social affairs.

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B. Federation appointments.

C. Federation elections.

D. Results of Federation elections.

E. Federation meetings/information

F. Rulings and policies of Federation organizations of which the Federation is a member or affiliate.

G. Any other material authorized by the Employer and the president of the bargaining unit or his/her designee.

No political campaign literature shall be posted.

Section 5. Temporary employees. Management agrees that the hiring of temporary employees shall not supplant the hiring of permanent employees subject to paying Federation fees, or the representation fee, that such temporary employee help shall be utilized to the extent that budgeted money for such purpose will allow, and that employment in any one instance shall be limited to a period of four months or less. Any temporary employees who are employed for a period longer than four months shall then become subject to the payment of any Federation fees, or the representative fee.

Section 6. Member lists. The Employer, within 30 days of the signing of this Agreement, shall present MFPE with a list of names and addresses of all current employees covered by this Agreement. The Employer will also provide, on a monthly basis, a list of new hires, their addresses, and terminations.

Section 7. Federation Access. Designated Federation representatives shall receive ample opportunity to provide membership information to Union-represented positions during the employee onboarding process.

The Federation and the Employer agree that the employer may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-31-201, MCA. The parties further agree that the employer shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Federation designated representatives.

ARTICLE 3
EMPLOYMENT POLICY

Section 1. Probationary period. For all positions covered by this agreement other than those requiring POST Basic Certification (Correctional Officer Series) the Employer shall have six months after employing an individual to determine the individual's

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competency. For all positions requiring POST Basic Certification (Correctional Officer Series) the employer shall have one year after employing an individual to determine the individual's competency.

Extension of probationary period. The Federation agrees that for non-POST-certified positions, on individual cases only and only by mutual assent between the Federation, the individual in question and the Employer shall any individual have his/her period of probation extended for 30 days at a time not to exceed 90 days. For POST-certified positions, the probation period may be extended for up to six months by mutual assent between the Federation, the individual in question, and the Employer. The extension shall be for evaluation purposes only and does not limit the individual from receiving all wage increases due him/her, and all other benefits and provisions of the contract. The Employer shall notify the individual in question and the Federation at least five working days prior to the end of the individual's probationary period of its intention to extend the probationary period.

Any employee during their probationary period who is unable to complete the assigned essential job duties of the position for which they were hired shall have their probation extended for the amount of time equal to the time out of their position, not to exceed 18 months total probationary period.

Section 2. Counseling and evaluation of employees. The purpose of counseling and evaluations is to inform the employee of his/her strengths, weaknesses, methods of improvement, and/or progress.

Completed counseling, development needs, or evaluation documents, with any attachments, will be placed in the employee's personnel file or electronic HRIS application as part of the employee's permanent record. In addition, a copy of the counseling, development needs, or evaluation will be given or provided to the employee at the time such counseling, development needs, evaluation, and/or progress is completed.

Subsection 1. **Counseling – probationary employees.** During the probationary period, the employee will be counseled on his/her strengths, weaknesses, development needs, methods of improvement, and the Employer's expectations of the employee. Counseling will be done at least quarterly during probation. In addition, the employee will be evaluated prior to completing the probationary period on his/her strengths, weaknesses, development needs, methods of improvement, progress in improving and the Employer's expectations of the employee.

Subsection 2. Counseling - permanent employees. Employees who attain permanent status will be counseled and evaluated at least quarterly commencing from the month the employee attained permanent status. Evaluations will only be done by the immediate supervisor.

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Subsection 3. Evaluation form. Employees will be evaluated on the designated evaluation form as developed by the Employer. Changes to the form will be discussed with the Federation prior to implementation.

Section 3. Supervisor Notes. Supervisor notes shall be maintained and regulated as per DOC Policy 1.3.39 as revised February 23, 2015. Entries older than twelve months may be used to support ongoing progressive discipline. Such items can be used in support of disciplinary action arising from more recent employee action or is applicable to pending legal or quasi legal proceedings. Entries older than twelve months shall not be used to initiate new discipline.

Section 4. Discharge, suspension, or other punitive discipline. The Employer shall furnish an employee subject to discharge, suspension, or other punitive discipline (not including oral warnings) with a written statement of the grounds and specific reason(s) for such actions. In addition, the Employer will notify the Federation of the removal of an employee.

Subsection 1. Permanent-status employees. The Employer may discharge any employee for just cause.

Subsection 2. Probationary employees. At any time during the probationary period, an employee may be separated from service.

Subsection 3. Grievance appeals. An employee may appeal his/her dismissal, suspension, or other punitive discipline through the grievance procedure, except that a probationary employee may be separated from service without recourse to the grievance procedure.

Subsection 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 of 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.

Subsection 5. Letters of caution, consultation and warning. Letters of caution, consultation, counseling, warning, admonishment, and reprimand shall be considered temporary contents of the personnel file of an employee and shall be destroyed no later than one year after they have been placed in the file unless such items can be used in support of disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings.

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

Subsection 6. **Representation at disciplinary meetings**. Employees at their request may have representation of the Federation present at disciplinary hearings, and if the Employer meets with an employee after a disciplinary hearing to administer discipline or to discuss proposed discipline the employee, upon request, may have Federation representation present. It is understood that the employee cannot insist on any particular Federation official but must accept representation from a Federation official who is available at the time of the hearing or meeting.

Subsection 7. **Management support of employees.** In all cases, the employee shall be considered innocent of any inmate complaint or accusation. However, if documentation is presented that in the Employer's estimation would warrant an airing of the charges, the subject employee shall be notified of the charge, be shown the information, and shall be given the opportunity to refute such at an administrative review. The Employer and MFPE recognize the importance of concluding any investigation in a timely manner.

Subsection 8. An employee's anniversary date will not change because of a disciplinary suspension.

Subsection 9. **Separations**. Employees who terminate their service will be furnished, upon request, a letter stating their classification, length of service, and reason for leaving.

Subsection 10. **Loudermill Documents**. Employees will be provided relevant documentation prior to or during their Due Process (*Loudermill*) meeting.

ARTICLE 4
SENIORITY

Section 1. **Seniority computed.** Seniority shall be computed from the date the employee began regular uninterrupted service with the Employer. Permanent part-time employees are entitled to prorated seniority benefits.

Subsection 1. **Leaves of absence without pay.** Except for unpaid leave covered under the Family and Medical Leave Act, to be absent from the job due to leave of absence without pay exceeding 15 working days will be considered lost time for purposes of seniority; however, previous service upon reemployment shall count towards seniority.

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Subsection 2. **Industrial accident leave.** For employees on Workers' Compensation due to an injury on the job, or off for medical reasons, said employees shall have their seniority continue for up to one year, however, days off which may be subject to bid shall only be held open for a period of six months.

Section 2. **Seniority forfeiture.** Seniority will be revoked if an employee:

A. terminates their employment with MSP//CSD/MCE or transfers out of MSP/CSD/MCE,

B. is discharged, or

C. refuses or fails to respond to a recall from layoff within ten days of notice sent by certified mail or refuses to return to work on the date requested (as long as the date requested allows the employee up to 30 days to return.)

Seniority will also be revoked if an employee accepts a position outside of the bargaining unit but remains at MSP/MCE. However, if they later decide to move back into a bargaining unit position, the seniority earned prior to their leaving the unit will be credited to the employee.

Section 3. Seniority tie breaking. Newly hired employees required to complete the pre-service training whose classification and grounds seniority dates are the same shall have their respective seniority rankings determined by the overall class standing as determined by the staff development specialist at the completion of the training. Newly hired employees not immediately completing the pre-service training whose classification and grounds seniority dates are the same shall have their respective seniority rankings determined by drawing, as witnessed by the employee and/or a Federation official.

Employees, other than those newly hired, whose classification seniority is the same, shall have their respective seniority dates determined by their test score or, if a test score is not available, then by relative grounds seniority ranking. If the test score or grounds seniority is the same, then seniority will be determined by drawing.

Section 4. Layoffs – custody staff. Layoffs caused by reduction in force shall be in order of seniority within the classification in which employed. That is, the employee last hired shall be the first released. Employees who are scheduled to be released shall be given at least 10 working days' notice.

All recalls to employment shall likewise be in order of seniority within the classification in which employed. That is, the last employee released as a result of reduction in force shall be the first rehired when the Employer needs additional employees. The Employer shall notify such employees to return to work and furnish the Federation a copy of such notification; and if the employee fails to notify the Employer within 10 calendar days of

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his/her intention to return to work, such employee shall be considered as having forfeited his/her right to reemployment.

Section 5. Layoffs - non-custody staff. Seniority and qualifications shall be the controlling factors in the selection of employees for layoff, transfer, or non-disciplinary demotion within each classification. In selection of employees for layoff, if experience, qualifications, and capabilities are equal, then seniority in reverse order shall be the determining factor.

Section 6. Layoff of permanent employees. No permanent employee shall be separated while there are temporary employees serving in the same series and in the same geographic region.

Section 7. Return rights - laid-off employees. An employee who is scheduled to be laid off who has advanced to his/her present position from another series in which s/he held permanent status shall have the right to return to his/her formerly held classification, providing his/her seniority accrued within the series to which s/he is returning is greater than any employee presently assigned therein.

Section 8. Seniority roster. Within 30 calendar days after January 1st of each calendar year, the Employer shall prepare and furnish to the Federation sufficient copies of a seniority roster of all employees who are Federation members to enable proper notification to its members. Such roster shall include a numerical rank according to date of hire and shall state the employee's name, present classification title, and date of assumption of present classification. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made.

ARTICLE 5
NON-DISCRIMINATION

Section 1. No employee shall be discharged or discriminated against by the Employer for upholding Federation principles or Federation activities, as long as such activity does not interfere with the efficient operation of the institution. No member of the bargaining unit shall be retaliated against for filing any classification appeal, grievance, or complaint or for exercising any other right provided by law, rule, or contract.

Section 2. The Employer and Federation affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering the public interest requires the full utilization of the employees' skills and abilities without regard to race, color, creed, national origin, age, or sex.

Section 3. In accordance with the provisions of Chapter 3, Title 49, Montana Code Annotated, "Montana Code of Fair Practices", the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualification without regard to race, color, religious creed, political ideas, sex, age,

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marital status, physical or mental handicap, national origin, or ancestry. The Employer may not enter into any benefit plan such as retirement, pension or insurance plans that may be construed as subterfuges to evade the purposes of the Code.

ARTICLE 6
HOLIDAYS

Section 1. Recognized holidays. Employees shall be granted eight hours of holiday benefit for the following holidays as prescribed below:

New Years Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	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	Even numbered years

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

Section 2. Holiday pay. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Section 3. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rata basis. To be eligible for holiday pay, an employee must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

Section 3. Holidays worked.

Subsection 1. Employees required to work on a holiday will be paid one and one-half times their regular rate of pay. An additional day will be granted in lieu of the holiday worked which will be compensated by the employee submitting in writing to the payroll department a request for one of the following:

A. Pay at his/her regular rate.

B. An additional day of rest granted which may be taken by the end of two calendar months following the month in which the holiday is earned, or June 30, whichever occurs first.

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C. Employees may accumulate six holidays to extend annual leave; however, they must be taken prior to June 30th of each year. Accumulated holidays as of June 30th will be compensated for at the employee's regular rate of pay. Requests to take accumulated holidays in any given fiscal year must be made prior to June 1st. Accumulation in excess of six days shall be paid in the pay period in which earned.

Such request shall be submitted within five working days following the holiday or the holiday shall be accumulated up to the maximum and thereafter paid at the regular rate in the succeeding payroll period.

Eligible part-time employees shall receive benefits granted in this section on a pro rata basis.

Subsection 2. Employees working ten or twelve-hour shifts. For pay periods in which a holiday falls, an employee working a ten or twelve-hour shift may supplement the pay for the holiday by using accumulated holiday time, accrued vacation leave, or by working additional hours at regular pay in the week of the holiday. However, the pay for the holiday cannot exceed the normal work shift. An employee's request to supplement holiday pay in this manner must be submitted at least five working days prior to the holiday.

Section 4. **Accumulated holidays.** Accumulated holidays do not have to be taken prior to the use of vacation time. Requests for accumulated holidays will be granted as follows:

A. Employees will be guaranteed an accumulated holiday off if the request is made in writing within five days of the holiday and provided it will not create more than one shift of overtime work.

B. If the request is made after five days of the holiday, determination will be made on a first-come, first-served basis.

First-come, first-served basis shall be administered as follows: All requests received during the employee's shift are considered as being received at the same time so that all requests received during the shift on the day of a holiday are lumped together and considered received first, then those requests received the day after the holiday are considered received second, and so on. In the event requests are tied, seniority shall be used as the tiebreaker.

Section 5. Holidays falling on regular days off. Observed holidays which fall on an employee's regularly scheduled day off shall be compensated on a straight time basis, either by accumulation, another day off or regular day's pay.

Section 6. Columbus Day. Employees may flex the Columbus Day holiday to the day of their choosing, with approval of the employer, to any day prior to the cash-out date in

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March of the following year. This section excludes those employees working in twenty-four-hour security positions and twenty-four-hour clinical positions.

ARTICLE 7
LEAVE

Section 1. Sick Leave. The following are applicable excerpts from the sick leave regulations issued in compliance with state laws.

Definitions applicable are as follows:

A. "Break in service" means a period of time in excess of five working days when the person is not employed and that severs continuous employment.

B. "Continuous employment" means working within the same jurisdiction without a break in service of more than five working days or without a continuous absence without pay of more than 15 working days.

C. "Full-time employee" means an employee who normally works 40 hours a week.

D. "Part-time employee" means an employee who works less than 40 hours a week.

E. "Permanent employee" means an employee who is assigned to a position designated as permanent on the appropriate list of authorized positions referenced in 2-18-206, MCA, and approved as such in the biennium budget.

F. “Seasonal employee” means a permanent employee who is designated by the Employer as seasonal, who performs duties interrupted by seasons, and who may be recalled without the loss of rights or benefits accrued during the preceding season.

G. "Sick leave" means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family. Sick leave may also be used for injury, medical disability, maternity related disability, including prenatal care, birth, miscarriage, abortion, or other medical care for either employee or child, quarantine resulting from exposure to contagious diseases, medical, dental, and eye examination or treatment, or the necessary care and attendance of a member of the employees immediate family for the above reasons. Sick leave may also be used for the funeral attendance of an immediate family member or, at the agency's discretion, the funeral attendance of another person.

H. “Temporary employee” means an employee who 1) is designated as temporary for a definite period of time not to exceed 12 months; 2) performs temporary or permanent duties on a temporary basis; 3) is not eligible for permanent status; 4) is terminated at the end of the employment period; and 5) is not eligible to become a permanent employee without a competitive selection process.

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I. "Transfer" means a change of employment from one agency to another in the same jurisdiction without a break in service of more than five working days.

J. "Immediate family" means and includes: employee's spouse and any member of the employee's household, or any parent, child, grandparent, grandchild, or corresponding in-law.

K. "Emergency sick leave" means a necessary absence due to: 1) the illness of a member of the employee's immediate family requiring attendance of the employee until professional or other attendance can be obtained; or 2) the death of a member of the employee's immediate family.

L. “Short-term worker” means a person who 1) is hired for a hourly wage established by the Employer; 2) may not work for the Employer for more than 90 days in a continuous 12-month period; 3) is not eligible for permanent status; 4) may not be hired into another position by the Employer without a competitive selection process; and 5) is not eligible to earn the leave and holiday benefits provided in 2-18-600, MCA, or the group insurance benefits provided in 2-18-700, MCA.”

Subsection 1. Sick leave credits. Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. 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 working 10 or 12-hour shifts shall earn sick leave credits at a rate not to exceed 96 hours for each year of service. Further, sick leave is earned at a rate of eight hours per month and on a singular day’s usage that 10 or 12 hours of sick leave would be applied if the employee was absent for a full day.

Subsection 2. Qualifying period.

A. Employees must work continuously for 90 calendar days before they qualify to use earned sick leave or are eligible for a lump-sum payment for unused sick leave credit. Full-time temporary and seasonal employees and permanent part-time employees are entitled to sick leave benefits provided they work the qualifying period.

B. An employee who becomes ill in the first 90 days of employment may, after the 90th day of employment, request that any leave of absence without pay granted during the first 90 days for the purpose of any verified illness be reimbursed at his/her current rate of pay up to the amount of any accrued sick leave then credited to the employee's account.

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Subsection 3. Lump sum payment upon termination. Eligible employees are entitled by law to receive a lump sum payment upon termination equal to one-quarter the pay attributed to the unused sick leave accrued after July 1, 1971. The computation of the value of the unused sick leave is based on the employee's salary rate at the time of termination of employment. Employees cannot get a lump sum payment upon termination if they go to work for another state agency at any time before their accumulated vacation credits plus the statutory five days break in service time has elapsed. Employees shall not be credited with sick leave for which they have previously been compensated.

When an employee transfers or is transferred between state agencies, s/he shall not be entitled to lump sum payment for accrued sick leave credits. In such a transfer, the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971 and transferred with the employee.

Subsection 4. Other uses of sick leave.

A. Medical and dental appointments may be charged to sick leave, provided the minimum time charged is not less than one hour. Each absence shall be reported separately and authorized in advance by the employee's immediate supervisor.

B. The term "emergency sick leave" is used in order to make a clear differentiation between sick leave used by an employee for personal illness and sick leave used for a family emergency. Family emergencies are unpredictable and beyond the control of the employee and for that reason are charged against sick leave rather than vacation time or leave without pay. The agency has discretion in determining the amount of time chargeable based on the circumstances of each situation.

Subsection 5. Sick leave over holidays. Sick leave taken over a holiday may not be charged to an employee's sick leave for that day.

Subsection 6. Illness during vacations. In the event 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.

Subsection 7. Exhaustion of sick-leave benefits. 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 8. Leave without pay. An employee may not accrue sick leave credits while in a leave-without-pay status.

Subsection 9. Custody notification. Notification of absence for custody personnel because of illness shall be given as soon as possible to either the

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immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to insure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absence in excess of one shift without receipt of proper notification to the Employer from the employee may constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee. In cases where employees are performing functions that will require a replacement, said employees will, if possible, notify Management of their absence at least one hours in advance of the beginning of the employee's shift.

Subsection 10. Physician's certificate. The Employer may not require a physician's certificate to substantiate sick leave usage from an employee in the bargaining unit unless the employee has been away from work in excess of three days on sick leave or unless the Employer has sufficient reason to suspect sick leave abuse as described in Montana Operations Manual as “chronic, persistent, or patterned use of sick leave”.

Subsection 11. Abuse of sick leave. Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payment. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes. The Employer must be able to substantiate in writing any charges of sick leave abuse that result in an employee's dismissal and forfeiture of the lump sum payment.

Subsection 12. Workers' compensation and sick leave. Workers' compensation payments administered by the State Mutual Insurance Fund are for the purposes of offsetting the loss of income suffered by an employee who is injured on the job. Inasmuch as an employee's pay continues while s/he is on sick leave, s/he is not entitled to both the paid sick leave and workers' compensation payments. An employee who is injured on the job has the option of taking either sick leave or workers' compensation payments, and if his/her sick leave runs out, may receive workers' compensation payments.

Section 2. Annual Leave (Vacation). Employees shall be granted annual leave in accordance with state laws.

Subsection 1. Calculating annual leave credits.

A. Each full-time employee is entitled to and shall earn annual vacation leave credits from the first pay period of employment. For calculating vacation leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. Vacation leave credits shall be earned in accordance with the following schedule:

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1. From one full pay period through 10 years of employment at the rate of 15 working days for each year of service;

2. After 10 years through 15 years of employment at the rate of 18 working days for each year of service;

3. After 15 years through 20 years of employment at the rate of 21 working days for each year of service;

4. After 20 years of employment at the rate of 24 working days for each year of service.

Current vacation requests by the employees converted to four 10-hour work days will be honored and may be charged by the employee to agree with new regular days off assigned. A singular day requested vacation leave would use 10 hours of vacation leave if the employee was absent for a full day.

B. Temporary, seasonal and permanent part-time employees are entitled to prorated annual vacation benefits provided they work the qualifying period.

Subsection 2. Qualifying period. Employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months.

Subsection 3. Accumulation of leave. Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of any calendar year. However, excess vacation time is not forfeited if taken within 90 calendar days from December 31st of the year in which the excess was accrued.

Subsection 4. Split vacations. Vacations may be taken on a split vacation basis. Vacation time may be taken on a single day basis, provided there is sufficient staffing on duty and if a vacation time off slot is available. Single day vacation requests will be reviewed on a first-come, first-served basis.

Subsection 5. Limitation on charging vacation leave. If a holiday occurs during the period in which vacation is taken by an employee, the holiday shall not be charged against the employee's annual leave.

Subsection 6. Lump sum payment upon termination. An employee who terminates his/her employment with the State, for reason not reflecting discredit on himself/herself, shall be entitled, upon the date of such termination, to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period.

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If an employee transfers between agencies, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

Subsection 7. Vacation dates - non-custody staff. Vacation dates for all bargaining unit members except correctional officers shall be determined as follows:

A. Vacation dates shall be selected twice each year. Annual vacation leaves shall be granted on the basis of seniority for all requests made in writing to the Employer during the month of May for vacation requests for the months of July through December, and November for vacation requests for the months of January through June of each year at the time requested insofar as possible, subject to requirements of service. In all cases, approval for vacation leave shall be made within five (5) business days following May 31st and November 30th respectively.

B. In case requests for vacation time are made after December 1st and June 1st, such vacation dates shall be scheduled as the workload permits and priority shall be based on date of application. The Employer shall respond within 30 days from the submission date of the vacation request. The Employer shall, within 30 days of May 31st and November 30th of each year, post schedules of annual vacation leaves in the appropriate work areas. Supervisors will update this list as applications are submitted and approved.

Subsection 8. Vacation dates - correctional officers. Vacation dates for correctional officers shall be determined as follows.

A. Correctional officers shall request vacation dates in December of each year for dates preferred for vacation in the next calendar year. A vacation calendar will be established for each shift which correctional officers will be provided the opportunity, by order of seniority ranking, to sign for scheduling of vacations. Preferred vacation dates shall be granted on the basis of seniority for each shift insofar as possible, subject to the requirements of service. During initial vacation selection, and in the event no five-day vacation slot is available due to regular days off differences, an employee may take less than a five-day slot for vacation.

   Employees will be allowed two opportunities during the calendar year to request single vacation days (January and July). Single-day vacation requests will be approved provided they do not create an undue hardship on the command post and/or management.

B. In the month of January, employees who are not successful in obtaining a period for vacation due to the seniority preference system, will be accorded opportunity to request open vacation periods on a first-come, first-served basis. Such requests would be granted insofar as possible subject to the requirements of service.

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C. Vacation date schedules after January will be granted as the workload permits and based on the date of application regardless of seniority.

D. Vacations granted during "prime time" shall be limited to a maximum of two weeks. Prime time is defined as the period from June first to August thirty-first inclusive, and the Holiday season.

E. Opening day of the general rifle season to the close of the general season, as determined by the Montana State Fish, Wildlife, and Parks Department, shall be considered premium time. During such premium time employees shall be restricted to vacation requests limited to one week.

F. During the selection month of December, officers must choose their vacation period within 48 hours of being shown the available vacation dates. An officer who does not choose a vacation period within 48 hours will be moved to the bottom of the vacation seniority list.

G. Shift Changes.

1. Voluntary or Requested. If an employee voluntarily or by request transfers from one shift to another, s/he shall not be entitled to retain previously requested and approved annual leave dates.

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

3. Transfers during Six-Month Probationary Period. Such transfers shall be excepted from the definition of being employer-initiated and considered as voluntary. Employees may request annual leave dates during their probationary period, but are not entitled to leave nor to any request date until after completion of the six-month probationary period.

H. All vacation dates are subject to the requirements of service.

Subsection 9. Extension of regular vacation. One additional week of vacation without pay may be used to extend regular vacation, with proper notification and prior approval of employee's immediate supervisor.

Subsection 10. Credit for previous public service. When computing service time for annual leave pay, employees shall receive credit for service in other public employment in accordance with state law.

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Section 3. Maternity leave. The Employer may not:

A. terminate a woman's employment because of pregnancy;

B. refuse to grant an employee a reasonable leave of absence for such pregnancy;

C. deny to an employee who is disabled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by Employer, provided Employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or

D. require that an employee take a mandatory maternity leave for an unreasonable length of time.

Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

Section 4. Military leave. Employees shall be granted military leave in accordance with the following provision:

Any permanent employee who has been employed for six months or more and who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps of forces of the United States Army, Navy, Marine Corps, Air Force or Coast Guard will accrue leaves of absence with pay for attending regular encampments, training cruises, and similar training programs not to exceed 15 working days per calendar year. Military leave may be used only for performing military service under military orders properly issued by military authorities. Unused military leave must be carried over to the next calendar year, but may not exceed a total of 30 days in any calendar year. Such absence will not be involuntarily charged against other leave credits earned by the employee.

Section 5. Jury and witness duty. An employee under proper summons to serve as a juror or 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/her Employer. However, if an employee elects to charge his/her witness time off against his/her annual vacation leave, he/she shall not be required to remit his/her witness fees to his/her Employer. In no instance is an employee required to remit to his/her Employer any expense or mileage allowance paid him/her by the court.

Subsection 1. The employer may request the court to excuse an employee from jury duty if he/she is needed for the proper operation of the agency.

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Subsection 2. The Department of Administration may issue the necessary regulations to implement this Section.

Section 6. Education leave (non-teaching staff). Any employee who gives evidence of being able to become more useful to the Department of Corrections if s/he obtains further professional training may be granted an education leave with the employer's approval.

Section 7. Educational leave - teachers and vocational instructors. Leave for professional development with pay will be provided subject to approval of the Associate Warden or MCE Administrator.

Section 8. Leave without pay. Employees who have been in the service of the Employer for at least six months may be entitled to take a leave of absence without pay for good and sufficient reasons, such as an employee's or their immediate families, as defined in Article 7, Section 1, J extended illness, personal injury. The Employer may require a doctor's certificate or other satisfactory proof of the need for such a leave. Requests for such a leave of absence shall be submitted in writing. Leaves of absence for up to 12 months, shall be submitted to the Warden for approval Leaves of absence in excess of 12 months shall be submitted to the DOC Director for approval.

Section 9. Unauthorized Leave. Whenever an employee is absent from work without a reason or permission, s/he may be placed on temporary suspension without pay for not more than three days unless his/her supervisor recommends release or reinstatement. Unauthorized leave will be deducted from pay.

The employee may have justification; if so, s/he must state this in writing to his/her supervisor prior to returning to work. Unauthorized leave subsequently justified to the Employer may be charged to time earned or as a deduction from pay by request of the employee.

ARTICLE 8
HEALTH, SAFETY AND WELFARE

Section 1. Commitment to safe and healthful environment. Both the Employer and the Federation affirm their commitment to cooperate in the maintenance of a safe and healthful working environment.

Section 2. Required uniforms or protective clothing. Any uniform, protective clothing, or other protective device required by Employer shall be provided by Employer.

Section 3. Evidence of hazardous, unsafe or unhealthy conditions. If evidence is presented to the Employer of a hazardous, unsafe or unhealthy condition, the employer shall investigate the complaint and report its findings to the Safety Committee and its intentions for remedy.

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Section 4. **Safety committee.** A safety committee including at least two Federation representatives will be responsible for reviewing accidents and potentially unsafe working conditions. The safety committee will attempt to determine the cause of accidents and identify unsafe working conditions and will make recommendations to management concerning accident prevention.

Section 5. **Group health insurance.**

The Health Care and Benefits Division is managing the State Employee Group Health Plan to contain costs and minimize member cost impacts. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out of pocket levels will not increase through December 31, 2020. The State's share contribution (currently, $1054 a month) will not change during the same period.

It is understood that the wage rates reflected under Addendum A-2 of the Labor Agreement between MFPE and the State exclude the agreed upon adjustment for the state contribution into the group health insurance program.

Subsection 1. **Employees on unpaid leaves.** For employees on extended non-paid approved sick leave the Employer shall continue the Employer's contributions to the state group health insurance premium for such period up to and including three months of such leave. For employees on industrial accident leave, the Employer shall continue the Employer's contribution to the state group health insurance premium for a period up to six months.

Section 6. **Industrial accident insurance**. The Employer shall carry industrial accident insurance on all employees. Employees must, within 24 hours, report in writing all personal injuries received in the course of employment to their immediate supervisor. The Employer will insure that first aid kits are maintained in each work area.

Subsection 1. **Employee return rights**. A permanent employee injured on the job and eligible for industrial accident benefits shall retain all rights to his/her previously held position for a period of disability to be determined by active participation in a program of physician and therapist assessment through the Employer's "Early Return To Work" (ERTW) program. The employee's right to his/her formerly held position shall be contingent on participation in the ERTW program and shall not exceed a period of six months following the date of injury. A leave without pay shall be granted consistent with the disability. A leave without pay may be granted for up to 12 months to permanent employees who are so seriously injured or ill that they cannot participate in ERTW, however, only with medical certification acceptable to the Employer.

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ARTICLE 9
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 Federation and post in places as agreed upon by the Employer and the Federation, a bulletin 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 designate no less than five working days in which positions will be posted for bid and advertised, weekends excluded.

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

Section 4. Bid posting book. A bid posting book will be made available to all custody and ranch employees in the same job classifications with similar job qualifications. This book will be made available to all shifts and will be kept in a secure area. 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. A Federation representative will be present at the time such selections are made.

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 custody, the infirmary, or the ranch.

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

Section 5. Lateral transfers within the bargaining unit. In selection of employees to fill vacant positions within the bargaining unit (lateral, non-promotional transfers for bargaining unit members), if the needs of the institution are met and experience, qualifications, and capabilities are equal, then seniority shall be the determining factor.

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Part-time and temporary employees shall be considered for hire to a permanent position provided the employee meets the requirements of the job as established by the job description. Such employees shall not require any special notice but shall use the procedure as provided for all permanent employees.

Section 6. Promotional salary increases. Promotional salary increases will be in accordance with Article 10, Section 1 of this Agreement.

Section 7. Senior employees not selected. When a senior employee, who has applied for a bulletined 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 8. 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 and the employee does not have an adverse work record.

Section 9. Notice of transfers or non-disciplinary demotions. Any permanent employee subject to transfer or non-disciplinary demotion shall be given at least 10 working days advance notice of the action.

ARTICLE 10
PAY AND HOURS

Section 1. Salaries and wages. Conditions relative to and governing wages and salaries and extraordinary pay rates are contained in Addenda A and B of this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein.

Subsection 1. Salary increases on promotion. If an employee is promoted to a position in a higher pay range, the employee's salary shall be increased in accordance with the pay plan rules.

Subsection 2. Provisional appointments. Provisional appointment means a temporary appointment of a permanent employee to fill a position while the employee assigned to the position is absent (such as sick leave, vacation, leave of absence, etc.). Provisional appointments must be requested by the employee's supervisor and approved by the department head or one appointed to act in his/her behalf.

An employee assigned a provisional appointment will be paid for the time actually worked in a position in a higher pay range in accordance with the rules governing promotions. If the employee is assigned a provisional appointment in position in a pay range the same as or lower than the employee's permanent position, the employee will continue to be paid his/her basic salary rate.

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An employee assigned a provisional appointment shall not achieve permanent status in the position in the higher pay range and upon termination of the provisional appointment shall resume his/her permanent position and salary.

Subsection 3. Differential. Whenever an employee is assigned added responsibilities and duties of a position with a higher salary grade in addition to his/her normal duties, the employee shall be paid for the time actually worked in the higher salary grade in accordance with the rules governing promotions. An employee assigned to work will be informed at the time of assignment whether s/he will be performing the duties of the higher classification.

Subsection 4. Demotions. Whenever an employee is demoted as a result of a classification review or a reorganization of work, the pay plan rules shall apply.

Subsection 5. Longevity and other pay increases. Whenever an employee receives a longevity increment, or increase due to promotion, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Subsection 6. Late arrivals. Employees who are late arriving or returning to work shall be docked in pay in one-tenth (that is, six minute) increments.

Subsection 7. Paydays. Wages due shall be paid at least two times a month to all employees through the normal state payroll system. The payroll will be assumed to be correct and there will be no adjustment required by the Employer unless the employee makes a claim within five days to the payroll department.

Section 2. Workdays and workweeks

Subsection 1. Standard work schedules. A standard workday shall consist of eight consecutive hours of work in any 24-hour period. Suggested alternative work schedules may be developed by MFPE and the Employer, such as four 10-hour days as addressed under Subsection 2. The parties through mutual agreement may negotiate over such suggested schedules during the contract term. Working conditions and/or amendments to the contract resulting from implementation of an agreed upon schedule may be part of such negotiations.

The standard workweek shall be a fixed and regular recurring seven-day period coinciding with the payroll period of Saturday through Friday. A work period shall consist of 40 hours of work in a fixed and regularly recurring five consecutive days of employment. An employee's 40-hour work period need not coincide with the seven-day work week.

Subsection 2. Four 10-hour work schedules. A standard full-time workday shall not exceed 10 hours of work in any 24-hour period. A full-time work period shall consist of 40 hours of work in a fixed and regular recurring four consecutive days of

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employment. However, the Employer may establish a work period with days that are not fixed and regular recurring or consecutive with mutual agreement of the employee.

Except in cases of emergency, a schedule shall not be changed without first giving 14-calendar days' notice of a change to the employee. If the schedules for all positions are changed at the same time, then all assignments shall be open for bidding in accordance with the seniority bidding procedures of this agreement.

Subsection 3. MCE schedules. A standard workday for MCE employees is subject to the seasonal and special work load requirements. With mutual agreement between management and the employee, employees of MCE may flex their schedules. It may be less than or more than eight hours. The workweek shall be a fixed and regular recurring seven-day period in which the employee's work period shall normally consist of a fixed and regularly recurring consecutive days of employment. An employee's work period need not coincide with the seven-day workweek. When management and an employee agree on a flex schedule, overtime is earned for any time worked over 40 hours per week at the rate of one and one-half time.

Subsection 4. Shift changes – custody staff and registered nurses. An employee may be allowed to exchange a shift with another employee of like classification subject to the following limitations:

A. The exchange of shifts must occur within the established seven-day workweek of the employer.

B. Each request must be made five days in advance of the date of the first shift to be traded and must be approved by the shift commanders of all shifts that are affected. The request must be approved or denied within three days of the request by the appropriate management official.

C. Shift exchange shall not result in any additional or overtime cost to the employer.

D. When an employee accepts or requests a traded shift s/he is responsible to report for work as if regularly assigned. Failure to do so may result in discipline.

Subsection 5. Shifts during training - custody staff. When correctional personnel are attending training classes, their normal schedule will be for eight hours. Training required by the employer may be provided during the employee's regular shift. The parties agree that it is beneficial to do so.

Subsection 6. Work location changes - custody staff. Should a correctional officer's schedule be changed to work Powell County Memorial Hospital (PCMH) or any other hospital after reporting to work at the prison facility, then transportation will be provided.

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Subsection 7. Flex Schedules. With mutual agreement between management and the employee, employees of MSP may flex their work schedules. Twenty-four hour security staff are exempt from flexible schedules.

Section 3. Rest periods. Employees shall be granted a 15-minute rest break during every four hours of a shift. When relief for breaks is necessary, the Employer will establish a schedule of employee break times so that relief will be provided. By mutual agreement, any two 15-minute rest periods may be combined into one-half hour rest period to be taken at a mutually agreeable time.

Section 4. Meal and meal periods.

Subsection 1. Standard meal and meal periods. Employees will be granted a meal and a meal period not to exceed 30 minutes within the regular workday. Employees who for any reason are requested to do work two hours beyond their regular shift will be granted a meal. If an employee works for more than two hours, they will be granted the regular meal, meal period, and rest periods that occur during the shift.

The meal period may be interrupted for service but when possible will resume at a later time. It is recognized that employees are compensated for 40 hours of work per week within which they are provided a 30-minute meal period each day. Actual working hours are thereby reduced to 37 ½ hours per week. This clause shall not affect the computation of overtime or other benefits as provided within this Agreement.

Subsection 2. Missed meals. The employee who misses a meal and meal period while away on institution business but does not qualify for per diem under existing rules shall be entitled to a meal and meal period upon his/her return to the institution. Where it is known in advance that an employee will not be able to eat during the scheduled time due to an outside assignment, the supervisor will notify the kitchen of the need for a meal to be held. When advance notification is not reasonable and where possible, the employee shall provide telephone notification to prison food service prior to the ending of the meal serving period that he will not be able to eat during the scheduled time.

Section 5. Work availability. The employees recognize a need to make themselves available for work during off-duty hours for emergency situations. Employees shall make every effort to make themselves available for work in such situations; however, reasonable excuses for unavailability will be accepted.

Section 6. Special scheduling needs - 24-hour mental health evaluation and management service.

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Subsection 1. A 24-hour on-call emergency service will be provided by five or more members of the psychological and psychiatric services.

Subsection 2. Mental Health Therapists and the Mental Health Services Manager shall be on-call and rotate the responsibility for emergency evaluations and management, one week at a time, but not occurring more often than once every five weeks, unless mutually agreed upon or in cases of emergency staffing levels. Emergency staffing level is defined as fifty percent (50%) of less assigned FTE of Mental Health Therapist positions, excluding the Mental Health Services Manager.

Subsection 3. The employer agrees to provide a pager or cellular phone to the on-call clinician for the week on-call.

Subsection 4. Employees who are on-call for the week shall be available 24 hours per day for emergency evaluation and management.

ARTICLE 11
OVERTIME, COMPENSATORY TIME AND PREMIUM PAY

Section 1. Overtime - non-exempt employees. 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.

All employees will have a minimum of eight hours between shifts. Example: In the course of working overtime, an employee shall not be required to work more than 16 hours straight. It is understood that part-time employees' work hours would normally be increased before scheduling overtime for full-time employees.

With mutual agreement, employees in non-exempt positions except correctional officers may accrue compensatory time at the rate of one and one-half times.

Subsection 1 Standard 8-hour work day – 40-hour work week.
"Nonexempt" employees, as defined by the Labor Standards Division of the Department of Labor and Industry, State of Montana, shall be paid as follows:

a. **MCE Employees:** MCE employees will be paid at the rate of one and one-half times their regular rate of pay for any time they work over 40 hours per week.

b. **MSP and CSD employees:** MSP and CSD employees 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 or 8 hours in a 24-hour period, except those in a mutually agreed upon flex schedule.

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Subsection 2. Four 10-hour work schedules for MSP and CSD employees. Employees who work for four ten-hour shifts for MSP or CSD will be compensated at the rate of one and one-half times their normal rate of pay for the additional time worked in excess of 10 hours in any 24-hour period or in excess of 40 hours in any week, except those in a mutually agreed upon flex schedule.

When the holiday option for two hours of work is exercised, said hours will not result in a claim for overtime, but shall be paid at the straight time rate. The two hours shall be scheduled by Management in the best interest of the workload, but within the regular four days of work, unless the employee and Management agree to another method of scheduling.

Subsection 3. Overtime equalization. The Employer will make a good faith effort to equalize the offer of scheduled overtime among employees in the same work unit and classification where training and ability are sufficient to do the work. The Employer, in the selection of employees to work volunteer overtime, shall first select employees from the volunteer over-time sign-up sheet and shall not pre-arrange facility post overtime for employees who are not signed up. The distribution of overtime shall be attempted to be equalized each two-month period beginning on the first day of the calendar month following the effective date of this Agreement or on the first day of any calendar month the Agreement becomes effective.

Subsection 4. Mandatory overtime. The parties agree to the following provisions when managing mandatory overtime:

A. A list of the next 25 employees on the shift subject to mandatory overtime will be posted. Employees named on the list may volunteer for an overtime shift within one work week following the list's posting, and their voluntary overtime shift will count as their mandatory shift.

B.–Employees who cannot work a mandatory overtime shift upon request will be given 24 hours' notice to either volunteer for an overtime shift in the next work week or work the next mandatory overtime shift. If the employee refuses the next requested mandatory overtime, they may be subject to disciplinary action for insubordination. Continued patterns of refusing to work a mandatory overtime shift will be dealt with through progressive discipline.

C. Any employee who accepts a voluntary overtime shift and wishes to cancel the shift must notify the command post at least one hour prior to the start of the shift for which they volunteered. Failure to do so may result in disciplinary action.

D. Provided it does not interfere with their regular work or work schedule, POST certified bargaining unit employees may volunteer and be offered overtime prior to implementation of a mandatory overtime.

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Subsection 5. Job-related travel. If job-related travel time is scheduled for other than the employee's normal workweek, such travel time shall be compensated in accordance with the terms of this Article.

Subsection 6. Attendance at meetings and training. It is understood that any time spent in meetings, seminars, or training where attendance is required by the Employer shall be considered work time. Such time shall not be subject to the call-out provisions of this Agreement.

Subsection 7. Authorized holiday leave, sick leave and annual leave. Authorized holiday leave, sick leave, annual leave shall constitute time worked when computing overtime credits under this Article.

Subsection 8. Overtime as provided for in this Agreement shall not be pyramided under any circumstances.

Subsection 9. Employees shall not be required to suspend work during regular hours to absorb overtime.

Subsection 10. Consenting employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour workweek.

Subsection 11. Overtime shall be accumulated and paid in increments of one-tenth of an hour (six minutes).

Section 2. Compensation - exempt employees.

Subsection 1. Employees whose positions are exempt from the Federal Fair Labor Standards Act (i.e. Mental Health Therapists) who work in excess of 40 hours in a workweek will receive compensatory time on an hour-for-hour basis.

Subsection 2. Compensatory time may be accumulated up to a maximum of 120 hours. Compensatory time off shall be taken at a time mutually agreeable to the Employer and the employee. Unused compensatory time accrued shall not be compensated in cash.

Subsection 3. Whenever a lunch period is interrupted for service due to a circumstance which arises unexpectedly, the employee may apply for compensatory time to his immediate supervisor, unless the employee has been provided equal time off later in the work day.

Subsection 4. Registered nurses will be compensated at the rate of one and one-half times their regular rate of pay for any time they work over 80 hours in a pay period. With mutual agreement, registered nurses may accrue compensatory time in

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lieu of overtime at the rate of one and one-half times for all hours worked above 80 in a pay period. Compensatory time may be accumulated to 80 hours.

Section 3. Compensatory time for on-call clinicians.

Subsection 1. On-call clinicians, as described under Article 10, Section 6, shall be credited 18 hours of compensation time for each week on call (two hours per weekday and four hours per weekend day).

Subsection 2. On-call clinicians shall be credited with a minimum of 15 minutes of additional compensation time for each emergency situation managed over the telephone. Phone time in excess of 15 minutes will be compensated on the basis of actual time spent on the phone.

Subsection 3. For each emergency call out, the on-call clinician shall be credited a minimum of four hours of compensation time. Travel time to and from the prison for emergency evaluations and management shall be credited as compensation time.

Subsection 4. The on-call clinician shall be given the opportunity to evaluate and manage the emergency situation over the telephone if possible and clinically indicated. If clinically indicated, the on-call clinician will travel to the prison, conduct a fact to face evaluation, and develop a management plan. In all circumstances, the on-call clinician will develop and communicate an emergency management plan verbally or in writing.

Section 4. Call-outs.

Subsection 1. Standard call-outs. Each and every call-out will be for a minimum of four hours at one and one-half times pay. For additional time worked, the employee will be compensated for actual time worked at one and one-half times pay.

Subsection 2. Call-outs - ranch employees. These call-out provisions are not applicable to ranch employees.

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 located in the captains and lieutenants' offices. The Federation will be provided a copy of the rules within 30 days after the signing of this

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Agreement. New rules or changes to rules will be distributed and available to employees through the captains and lieutenants, and in addition, will be posted in the muster room.

Subsection 2. Changes not of an emergency nature in existing work rules will be discussed with the Federation before implementation.

Subsection 3. All existing rules, regulations, and policies of the Department of Administration, Department of Corrections, Montana State Prison and Montana Correctional Enterprises and Clinical Services that are not specifically covered by this Agreement shall remain in full force and effect, provided such rules, regulations, and policies are not in conflict with the terms of this Agreement.

Section 2. Past practice. It is understood and agreed that no employee shall suffer a reduction in wages, working conditions, or other benefits previously enjoyed because of the adoption of this Agreement, except for those specifically agreed to under the most recent contract negotiations.

Section 3. Training programs.

Subsection 1. The Employer recognizes that public safety, employee safety, and inmate safety can only result if employees receive training for the proper performance of their duties. The Employer therefore agrees to initiate and support appropriate requests for funding to implement and continue appropriate employee training programs.

Subsection 2. An employee may be reimbursed for tuition costs of a course taken by the employee, including American Corrections Association correspondence courses, such as correctional officer, correctional supervisor, and food service courses, provided the course is related to the performance of the employee's job, is requested and approved in writing in advance, is successfully completed by the employee, and funding is available for reimbursement.

Subsection 3. MLEA Correction/Detention Officer Basic Course. The employer will either provide transportation or reimburse mileage pursuant to 2-18-503 MCA at the beginning and conclusion of the Montana Law Enforcement Academy Correction/Detention Officer Basic Course.

Subsection 4. Training for mental health therapists, licensed addiction counselors, and chemical dependency counselors. The Employer agrees that continued training of employees is essential for maintaining and enhancing employee skills. Therefore, the Employer will attempt to provide opportunities to attend professional workshops and conferences. Leave for such opportunities shall be subject to administrative approval and shall consider the following:

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A. Relevance of proposed education leave to the needs of the institution and employee in maintaining and enhancing employees' job skills.

B. Staffing needs such that several requests for education leave on the same day(s) shall not leave the institution unable to meet its basic needs to provide counseling to the inmates.

C. The leave may be denied if there are insufficient funds at the institution's disposal to provide for the educational leave; recognizing the importance of continuing education, the Employer shall not without cause deny educational leave due to lack of funds.

Leave for approved workshops and conferences shall be on paid release time. If funds cannot be provided by the Employer for all fees and expenses, the employee may, upon request, be granted release time to attend, with the employee being responsible for all other costs or portions of costs which are not paid by the Employer.

Unpaid educational leave for purposes of obtaining an advanced degree or professional training which is applicable and acceptable into the prison work environment may be requested by an employee who has completed seven consecutive years of service. Such leave shall be limited to no more than 12 months and, if approved, the employee will be granted reemployment into a like position upon return. Management may require that a temporary replacement, who is qualified to do the work, be available and hired prior to the departure of the requesting employee. If a request is denied, it shall be for good and sufficient reason(s) and such reason(s) shall be provided in writing.

Subsection 5. ACA standards. The Employer recognizes the concerns of the counselors regarding the American Correction Association (ACA) standards on social services and agrees the standards are worthy goals to attempt to attain. The Employer and the counselors agree they will mutually work to attain the level of service as set forth in the ACA standards.

Section 4. Loss of personal property.

Subsection 1. During the course of emergency situations, minor and major incidents within the institution, personal items and clothing are sometimes damaged, destroyed or soiled. In situations such as this, the institution will arrange for cleaning, repair or replacement as required. Personal items allowed under this category are the same items which, in fact, are needed for duty, include and are limited to:

A. Correctional officers - Uniform shirt, uniform tie (optional), uniform belt, shoes, prescription glasses necessary for corrective vision, prosthetic devices not

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covered by industrial accident or other coverage in which the employer participates, and all state issue items.

B. All other staff - Regular work clothing, shoes, prescription glasses necessary for corrective vision, prosthetic devices not covered by industrial accident or other coverage in which the employer participates, and all state issue items.

Subsection 2. This policy does not include cleaning, repair or replacement of any clothing or personal items that experiences normal wear or tear due to expected job duties or job conditions, are damaged during the normal course of duties in a workday, or are damaged in the absence of or failure to use adequate safety devices when such devices are made available to the employee by the Employer. All employees are reminded that expensive jewelry and personal items are not necessary for duty and should not be worn.

Subsection 3. If management determines that any additional unlisted item is essential for job service, they may at their discretion, on a case-by-case basis, approve coverage under this policy subject to the reporting requirements herein.

Subsection 4. Each incident of damaged personal items must be reported to the designated management official within 48 hours from the time of the incident excluding weekends and holidays. Each report must be accompanied by an institutional incident report form completed by the employee involved and at least one staff witness. Each incident and staff witness report must be accompanied by the item reported to have been damaged. Once the designated management official is satisfied that all documentation is in order, the item will be forwarded to the appropriate management official for disposition. Every effort will be made to insure first that the damaged item is repaired. If repair or cleaning is not feasible, then the item will be replaced. Replacement will be made on an actual cost basis with such documentation provided by the employee involved. If documentation is not available, an evaluation for reimbursement will be made by the appropriate management official.

Section 5. Employer meetings.

Subsection 1. Scheduled meetings. A scheduled meeting is one where the employee is given advance notice to attend and would normally be scheduled immediately preceding or following the employee's regular scheduled shift. Scheduled meetings are subject to refusal by the employee for good and sufficient reason that precludes attendance, in which case the employee will be rescheduled to an acceptable alternative time. Scheduled meetings are subject to the overtime provision of the Agreement.

Subsection 2. Mandatory meetings. A mandatory meeting is one where there may or may not be advance notice, is subject to emergency need and may be held at any time. Mandatory meetings are not subject to refusal by the employee and

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must be attended unless the employee can show compelling individual circumstances which involve a matter that mandates the employee's attendance elsewhere. Mandatory meetings are subject to the call-out provision of the Agreement.

Subsection 3. The Employer shall identify if a meeting is scheduled or mandatory. If no differentiation is made, then the meeting shall be considered for pay purposes to be mandatory.

Subsection 4. This section shall not be applicable to ranch employees.

Section 6. Uniforms.

Subsection 1. Correctional officers. Correctional officers will be furnished uniforms by the Employer. Should management decide to change the current uniform, a joint committee of management and Federation shall convene as the Uniform Committee. The committee shall make recommendations on the design and style of the uniform(s), number of pieces to be issued and replacement schedules. The final decision shall be made by the Warden or his/her designee.

With the exception of search gloves initial issue uniform items will be replaced on an exchange basis as determined by management.

Once every two years, each uniformed correctional officer shall be issued one pair of puncture, cut resistant search gloves.

Subsection 2. MSP food service, mental health technicians, activity therapist, and infirmary workers. The employer will provide a uniform allowance for MSP food service, mental health technicians, activity therapist, and infirmary workers required to wear uniforms. Food service and infirmary workers may purchase such items from an approved vendor through the warehouse in an amount not to exceed $300 per year of the contract term. Included in the $300 uniform allowance, Food Service workers may purchase from an outside vendor, non-slip footwear. The employee shall be reimbursed upon submitting a receipt for the footwear. Mental health technicians and the activity therapist may purchase such items from an approved vendor through the warehouse in an amount not to exceed $250 per year of the contract term. Once every two years, each mental health technician shall be issued one pair of puncture, cut resistant search gloves.

The employer will daily provide at the place of work assignment a white smock for those infirmary staff required to wear them. These smocks will be cleaned and maintained by the employer.

Subsection 3. Maintenance workers. The employer will furnish four uniform shirts annually to each permanent employee along with one winter jacket, one light-weight jacket, one set of coveralls, and one hat to be replaced as needed. The

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shirts will be the required uniform. Jackets, coveralls and hats, if worn, must be those furnished by the employer. Failure to wear the uniform will be cause for discipline.

Subsection 4. Other MCE employees. With the exception of the Food Factory, the employer will provide four shirts annually to each employee along with one winter jacket, one lightweight jacket, and one hat. Jackets and hats will be replaced as needed. The shirts will be the required uniform. Jackets, when worn, must be those furnished by the employer. Failure to wear the uniform will be cause for discipline.

When hired, Food Factory employees will be issued four shirts and one smock Shirts and smocks will be replaced as needed. The employer will provide a uniform allowance for Food Factory employees. These employees may purchase such items from an approved vendor through the warehouse in an amount not to exceed $250 per year of the contract term.

Subsection 5. Uniform return. Uniforms, equipment, weapons and other items supplied by the Employer must be returned to the Employer upon the employee's termination. If the items are not returned, the Employer may deduct the replacement cost of the items from the employee's final paycheck.

Subsection 6. Infirmary Workers. Infirmary workers will not be required to purchase approved uniforms from the Department of Corrections warehouse. Infirmary Workers may purchase uniforms, which are an approved patterned print on solid color other than orange, navy, tan/khaki, from an outside vendor. Infirmary Workers will be reimbursed for the purchase upon submitting a receipt for the items, up to $300 per year of the contract.

Section 7. Work load and preparation - teachers and vocational instructors.

Subsection 1. Teachers and vocational instructors shall be allowed one hour preparation time per day for class preparation. These employees shall normally not be required to perform shakedowns, however, in unusual and/or emergency situations they may be required to do so, and be so scheduled so as to not be required to work during regularly scheduled lunch periods.

Subsection 2. No teachers or vocational training instructors shall be assigned to counsel any inmates concerning college courses.

Subsection 3. All teachers and vocational training instructors shall have the option to request a teacher's aide(s) from the inmate population and in accordance with existing policy shall be involved in the selection process.

Subsection 4. All teachers and vocational training instructors requiring periodic certification in the performance of their duties shall be granted leaves of absence in

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accordance with individual requirements in order to maintain certification. In the future, all positions in teaching or vocational education will be filled by persons who are certifiable in their area.

Section 8. Federally-funded employees. Any person hired under federal-funded programs will not automatically attain permanent status should said position become funded by the state. The position must first be posted in accordance with the posting procedure outlined in the recruitment and selection provisions of this Agreement. The Employer shall notify the Federation when an employee is hired under a federally-funded program, and include the employee's job description and expected length of employment.

Section 9. Employee indemnification. In the event an employee is personally sued as a result of performing his/her work duties, the employee will be indemnified and defended by the Employer in accordance with Section 2-9-305, MCA.

Section 10. Work study, JTPA, work fare or work release employees. No bargaining unit position shall be filled by a work study, JTPA, work fare, or work release employee without the concurrence of the Federation except as a supplement to the existing work force or in a training assignment where the applicant is chosen subject to the provisions of the recruitment and selection provision of this Agreement.

Section 11. Inmate labor. No bargaining unit position will be replaced by the use of inmate labor.

Section 12. Housing leases – ranch workers. Employees who are provided housing will be provided leases for such housing.

Section 13. Surveillance Equipment. Audio, video or surveillance equipment is installed for safety and security purposes. This equipment shall not supplant personal observations or be used as the primary tool in personnel evaluations. Should a personnel evaluations contain supportive evidence obtained by audio, video or surveillance equipment the personnel evaluations shall note the source by which the evidence was obtained. In the event the evidence obtained by this equipment is used to support disciplinary action, it shall be subject to the grievance procedure.

ARTICLE 13
FEDERATION/MANAGEMENT RELATIONS

Section 1. The purpose of this Article is to establish an orderly procedure for the review of matters involving hours and working conditions affecting employees covered by the Agreement. There is hereby established a Joint Labor-Management Committee. This Committee shall be composed of staff representatives for management, and not more than five employee representatives.

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Subsection 1. The Labor-Management Committee will meet whenever necessary on a date and time mutually agreed upon between the parties.

Subsection 2. Disposition of matters covered in the Labor-Management meetings shall not contradict, add to, or otherwise modify the terms and conditions of the Agreement.

Subsection 3. A management-designated representative shall serve and preside as chairperson at the meetings.

Subsection 4. Minutes will be taken by a person designated by MFPE. The minutes shall consist of the topics discussed and the disposition of each. Copies of the minutes shall be reviewed and signed jointly by the chairperson and the president of the bargaining unit before said minutes become official and are distributed. A copy of the approved minutes will be furnished each party hereto within three working days after being signed.

ARTICLE 14
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Having a desire to create and maintain harmonious labor relations, the parties to this Agreement agree they will promptly attempt to settle or adjust all complaints, disputes, controversies, or other grievances (hereinafter termed grievances) arising between them involving questions of interpretation, application or alleged violation of terms and provisions of this Agreement.

In order to ensure that grievances are resolved as quickly as possible, the following procedure shall be used:

Step 1. A grievance shall first be taken up informally with the employee's immediate supervisor within 10 working days of the occurrence of the grievable event. The immediate supervisor shall discuss the grievance with the employee and/or MFPE steward, and shall respond in writing to the employee, president or president's designee, and MFPE within five working days.

Step 2. If the grievance is not resolved at Step 1, then the grievance shall be presented in writing to the Warden, CSD Administrator, or MCE Administrator, whichever is appropriate, or his/her designee, within 10 working days of receipt of the Step 1 response. The Warden, CSD Administrator, or MCE Administrator, or his/her designee shall respond in writing to the employee, the president or president's designee, and MFPE within 10 working days of receipt of the grievance.

A grievance that has been subject to a due process hearing will not be filed at this step and shall be deemed to have completed this step of the procedure.

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Step 3. If the grievance is not resolved at Step 2, or if the grievance has been subject to a due process hearing with a final resolution that is adverse to the grievant, then the grievance may be presented in writing to the Director of the Department of Corrections, or his/her designee, within 15 working days of receipt of the Step 2 response or written notification of the Warden's, CSD Administrator's, or MCE Administrator's disposition. The Director, or his/her designee, shall respond in writing to the employee, the president or president's designee, and MFPE within 15 working days of receipt of the grievance.

Step 4. Should the aggrieved employee and MFPE consider the decision of the Director to be unsatisfactory, the Federation shall, within 15 working days of receipt of the 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. Thereupon, within 10 working days after receipt of such notice, the Federation and Director shall mutually select the arbitrator, and thereafter schedule an arbitration hearing with the chosen arbitrator.

Section 2. Rules governing grievance and arbitration processing.

A. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step. Working days are Monday through Friday, excluding holidays.

B. The Employer will provide copies of all written grievance responses to the President of Local 4700 or his/her designee.

C. A grievance not filed or advanced by the grievant within the time limits provided shall be considered to be withdrawn; however, a grievance that is a recurring grievance may be refiled by the employee. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to the next step.

D. An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has full authority to act in the capacity of the person being replaced.

E. When the grievance is presented in writing, there shall be set forth all of the following:

1. The name of the grievant(s).

2. A complete statement of the grievance and facts upon which it is based.

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

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F. Those employees desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing a grievance under the provisions of this contract may not pursue the same grievance under another procedure.

G. In the event of a classification related grievance, the statutory classification appeal route shall be followed wherein the grievance may be submitted to the Board of Personnel Appeals for final resolution. Where a question arises as to whether the matter falls under the jurisdiction of the board or could possibly be arbitrated, the matter shall be referred to the board for a decision.

H. Representatives of MFPE may enter into the grievance at any step of the procedure.

Section 3. Rules governing arbitration.

A. Selection of arbitrator. The parties shall request a list of five arbitrators from the Board of Personnel Appeals and alternately strike names from the list provided by the board. The remaining name shall serve as the arbitrator.

B. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the costs.

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

Section 4. Employees selected by the MFPE as MFPE representatives shall be known as "stewards". The names of at least three employees selected as stewards and the names of other MFPE representatives who may represent employees shall be certified in writing to the Employer by MFPE, and the individuals so certified shall constitute the MFPE grievance committee. Grievance committee members may process grievances and attend due process discipline hearings during working hours without loss of pay (paid release time). Grievance committee members who are on duty shall request time off needed to address grievance problems from their supervisor. The request shall provide the reason for time off and must be approved prior to the committee member leaving his/her post.

Paid release time shall not be permitted to any grievance committee member, except to file or process a grievance already filed or attend a due process discipline hearing to represent the employee. It is understood that only one committee member may be on paid release time to process a particular grievance or attend the hearing at a time.

Section 5. When a final decision is rendered regarding specific interpretation of a clause of this Agreement, management will notify the pertinent supervisors of the decision.

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ARTICLE 15
NO STRIKE-NO LOCKOUT

Section 1. MFPE and the Employer agree that there will be no stoppage of work or lockout during the term of this Agreement except as provided in Article 19, Section 3.

ARTICLE 16
RETIREMENT

All employees shall be covered by the Public Employees' Retirement System or the Game Wardens Retirement System as provided in state law.

ARTICLE 17
RIGHTS OF MANAGEMENT

Section 1. The Employer retains the rights to manage, direct, and control functions in all particulars except as limited by the terms of this Agreement, or state law. Such rights shall include but not be limited to:

A. Select and determine the number and types of employees required;

B. Establish schedules of classification and compensation;

C. Assign work to employees in accordance with the requirements of the institution as determined by the Employer;

D. Establish rules, regulations, and procedures, lay-off, suspension, termination, or other employment action;

E. Make and enforce reasonable rules for the maintenance of discipline;

F. Establish work schedules and assignments.

Section 2. The retention of these rights does not preclude any employee, or the Federation, from filing a grievance or seeking a review of the exercise of this right in a particular case.

ARTICLE 18
SAVINGS

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the Parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

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ARTICLE 19
TERM, AMENDMENTS, AND MODIFICATIONS OF BASIC AGREEMENT

Section 1. This Agreement shall be effective as of the first day of July, 2019 and shall remain in full force and effect through the 30th day of June, 2021, either party shall notify the other in writing at least 60 days prior to the expiration date that they desire to renegotiate this Agreement. If MFPE gives such notice, it agrees to notify the Chief of the State Office of Labor Relations in writing of such requested negotiations at the same time such notice is given to the agency. In the event such notice is given, negotiations shall begin not later than 30 days prior to the expiration date.

Section 2. Neither party to this Agreement shall make unilateral changes in the terms of the basic Agreement pending the settlement of the outstanding differences through mutually agreeable procedures.

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 MFPE 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 Article shall not be construed to in any way restrict parties from commencing negotiations under Section 4, or under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.

Section 3. The Federation shall have the right to engage in concerted activity after December 31, 2020, for matters pertaining to wages and benefits in the FY 2022-2023 biennium.

Section 4. The Federation may request negotiations on applicable economic issues covering the 2022-2023 biennium no sooner than four months prior to the convening of the 2021 regular legislative session so that there will be sufficient time for adequate negotiations to take place.

Section 5. Pre-Budget Negotiations. The Federation may request negotiations on applicable economic issues at any time prior to the agency submitting its budget so that the agency can include negotiated economic issues in its budget.

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IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective and duly authorized officers and representatives, have hereto set their hands and seals.

FOR: THE STATE OF MONTANA
DEPARTMENT OF CORRECTIONS
MONTANA STATE PRISON

DocuSigned by:
Mike Manion
8E2DE9861B4E4EF...

Mike Manion, Chief
State Office of Labor Relations

DocuSigned by:
Reginald Michael
9F85110F4C59476...

Reginald D. Michael, Director
Department of Corrections

DocuSigned by:
Lynn Guyer
0A58352F726B425...

Lynn Guyer, Warden
Montana State Prison

DocuSigned by:
Gayle Butler
050F0626F7E44A1...

Gayle Butler, Administrator
Montana Correctional Enterprises

FOR: FEDERATION OF MONTANA
MONTANA STATE PRISON
EMPLOYEES, LOCAL 4700,
MFPE, AFL-CIO

DocuSigned by:
Mark Morrison
95A97BB6236F452...

Mark Morrison, President
FMSPE Local #4700, MFPE

DocuSigned by:
Eric F
BEB1102FFB0A4DE...

Eric Feaver, President
MFPE

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ADDENDUM A - PAY

Section 1. Wage increases.

Employees will receive a $.50 increase in their base pay on the first full pay period that includes 1 January 2020, and 1 January 2021.

Section 2. Salary schedule placement. All bargaining unit employees will have their base salaries set on the following salary schedule based on their years of service in their current job title and band. All employees who have been in their current job title and band for six or more years will have their base salaries set at the market salaries identified in the schedule for their job titles and band assignments. No employee will suffer a reduction in salary as a result of the pay schedule's implementation.

Section 3. Salary schedule progression. Employees who have less than six years' service in their current job titles and pay bands will progress to the next increment the first full pay period following their anniversary date of employment (the month in which they were initially hired into the position) provided:

A. They have successfully completed the required training for that increment.

B. They are not under a performance improvement or corrective action plan.

No employee will be denied movement from one increment to the next based on failure to complete training requirements if the necessary training was not offered during the prior year or if the employee was not approved to attend any of the required training during the year.

Section 4. Transferred employees. Employees who change jobs through transfers will be placed at the greater of entry for the new job or the rate that maintains his/her current rate of pay, as it does not exceed the six-year increment rate for the job title and band of the new job.

Section 5. New hires. Newly-hired employees with no previous experience will be hired at the entry rate of pay for the job title and band. Newly-hired employees with relevant experience may be credited with service for salary schedule purposes and placed accordingly on the salary schedule. Former department employees who return to work will be placed at the pay level for the job title and band they attained upon separation of employment provided it does not exceed the Mid-point of market (Market) pay increment.

Section 6. Inner-perimeter Security Team (IPS) or Special Response Team (SRT) compensation. Employees who are trained and currently serving on either the inner-perimeter or special response teams will be compensated an addition $.50 per hour for the additional competencies and responsibilities as long as they serve on either team.

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For members of the IPS team, the $.50 stipend shall be included in the employee's base pay and shall be subject to statutory longevity increases, across the board base pay increases appropriated by the Legislature and any other pay or benefit that is calculated off the employee's base pay. The stipend shall not be included in the SRT employee's base pay nor used to calculate any statutory longevity, Legislative base pay adjustments or other pay-based benefits.

Section 7. 2020 Market Analysis. The 2020 market analysis will be available to the Federation once it is published.

Section 8. Fire Brigade. Those employees who volunteer and are accepted for the fire brigade will receive $.50 per hour as long as they serve.

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ADDENDUM A-2
Occupational Pay Ranges January 1, 2020 through June 30, 2021

Effective the pay period that includes January 1, 2020, the increments will be adjusted as follows:

Job Title	Class Code	1st Increment (Entry)	2nd Increment	3rd Increment	4th Increment	5th Increment	6th Increment (Market)
Accountant	132155						$20.91
Accounting Technician	433313						$14.75
Administrative Assistant	436114						$17.92
Clinical Therapist	211026				$24.96	$27.96	$30.95
Compliance Tech	436154					$19.40	$20.40
Correctional Officer	333113	$15.96	$16.63	$17.30	$17.97	$18.64	$19.31
Correctional Officer Transportation	333114	$16.46	$17.13	$17.80	$18.47	$19.14	$19.81
Correctional Security Tech	333114	$16.46	$17.13	$17.80	$18.47	$19.14	$19.81
Correctional Treatment Tech	211854						$15.73
Correctional Treatment Specialist	211855						$18.58
Correctional Treatment Officer	333114	$16.46	$17.13	$17.80	$18.29	$19.14	$19.81
Custodial Sup./Mgr. (Housekeeping)	371113					$12.79	$13.37
Dental Assistant	319113						$15.53
Equipment Mechanic	493314						$17.33
Food Processor Tech	351114				$15.97	$17.67	$19.37
Food Svc Sup./Mgr.	351114						$16.34
Laundry Supervisor	516113				$15.97	$17.67	$19.37
Librarian	254215					$16.63	$17.30
Licensing Permit Tech	434314						$16.11
LPN	292614						$21.50
Mail Clerk	439513						$14.65
Maintenance Worker	499414						$17.13
Mental Health Tech – CO	333114	$18.64	$19.45	$20.25	$21.06	$21.86	$22.67
Nursing Aide	311133						$14.50
Pharmacy Assistant	319513						$13.49
Production Worker Sup	511134					$16.06	$16.71
Production Worker Sup	511135					$19.77	$19.95
Purchasing Agent	131216						$23.85
Purchasing Technician	433613						$15.34
Purchasing Technician	433614						$17.83
Ranch Supervisor	451134						$21.45
Ranch Supervisor	451135						$25.08
Recreation Therapist	291756						$21.27
Records Mgmt. Assistant	436134						$16.63
Registered Nurse	291616					$32.27	$35.74
Secretaries	436413						$15.37
Substance Abuse Counselors	211116						$23.52
Teachers	252316					$24.38	$25.55
MCE Training Specialists	131755					$18.84	$21.50
MCE Training Specialists	131756					$19.84	$22.50

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Effective the pay period that includes January 1, 2021, the increments will be adjusted as follows:

Job Title	Class Code	1st Increment (Entry)	2nd Increment	3rd Increment	4th Increment	5th Increment	6th Increment (Market)
Accountant	132155						$21.41
Accounting Technician	433313						$15.25
Administrative Assistant	436114						$18.42
Clinical Therapist	211026				$25.46	$28.46	$31.45
Compliance Tech	436154					$19.90	$20.90
Correctional Officer	333113	$16.46	$17.13	$17.80	$18.47	$19.14	$19.81
Correctional Officer Transportation	333114	$16.96	$17.63	$18.30	$18.97	$19.64	$20.31
Correctional Security Tech	333114	$16.96	$17.63	$18.30	$18.97	$19.64	$20.31
Correctional Treatment Tech	211854						$16.23
Correctional Treatment Specialist	211855						$19.08
Correctional Treatment Officer	333114	$16.96	$17.63	$18.30	$18.79	$19.64	$20.31
Custodial Sup./Mgr. (Housekeeping)	371113					$13.29	$13.87
Dental Assistant	319113						$16.03
Equipment Mechanic	493314						$17.83
Food Processor Tech	351114				$16.47	$18.17	$19.87
Food Svc Sup./Mgr.	351114						$16.84
Laundry Supervisor	516113				$16.47	$18.17	$19.87
Librarian	254215					$17.13	$17.80
Licensing Permit Tech	434314						$16.61
LPN	292614						$22.00
Mail Clerk	439513						$15.15
Maintenance Worker	499414						$17.63
Mental Health Tech – CO	333114	$19.14	$19.95	$20.75	$21.56	$22.36	$23.17
Nursing Aide	311133						$15.00
Pharmacy Assistant	319513						$13.99
Production Worker Sup	511134					$16.56	$17.21
Production Worker Sup	511135					$20.27	$20.45
Purchasing Agent	131216						$24.35
Purchasing Technician	433613						$15.84
Purchasing Technician	433614						$18.33
Ranch Supervisor	451134						$21.95
Ranch Supervisor	451135						$25.58
Recreation Therapist	291756						$21.77
Records Mgmt. Assistant	436134						$17.13
Registered Nurse	291616					$32.77	$36.24
Secretaries	436413						$15.87
Substance Abuse Counselors	211116						$24.02
Teachers	252316					$24.88	$26.05
MCE Training Specialists	131755					$19.34	$22.00
MCE Training Specialists	131756					$20.34	$23.00