2019-2021

Collective Bargaining Agreement

between

MONTANA YOUTH CHALLENGE ACADEMY EMPLOYEES UNION, MFPE

and

STATE OF MONTANA DEPARTMENT OF MILITARY AFFAIRS MONTANA YOUTH CHALLENGE ACADEMY

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AGREEMENT
between
STATE OF MONTANA
DEPARTMENT OF MILITARY AFFAIRS
MONTANA YOUTH CHALLENGE ACADEMY
and
MONTANA YOUTH CHALLENGE ACADEMY EMPLOYEES UNION, MFPE

PREAMBLE

This Agreement is made and entered into this _____ day of _____ 2019, by and between the State of Montana, Department of Military Affairs, Montana Youth Challenge Academy, hereinafter referred to as the Employer, and MFPE, hereinafter referred to as the Union, for the purpose of promoting and improving understanding between the Employer, its employees, and the Union, relative to: Employer-employee relations; conditions of employment; and to provide a means of amicable and equitable adjustment of any and all differences or grievances which may arise.

ARTICLE 1 -- RECOGNITION

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

Section 2. New positions. Whenever new positions are created by adding new classifications or by reclassifying a current position, the Union will be notified so that any additions or deletions to the classifications listed in the certified definition of the bargaining unit can be mutually agreed upon prior to their inclusion or deletion. Disagreements over modifications to the bargaining unit resulting from such notice may be addressed through the unit clarification procedure administered by the Board of Personnel Appeals.

ARTICLE 2 -- UNION RIGHTS

Section 1. Upon written request, the Employer and Union shall furnish each other information readily available that is relevant to negotiations or necessary for the proper enforcement of this Agreement.

Section 2. The employees shall conduct the internal business of the Union during their non-duty hours. However, the foregoing does not prohibit management from granting, as management deems appropriate, requests from authorized Union representatives allowing

bargaining unit members opportunity to attend union functions and union business while on duty. Selected and designated Union officers or appointees shall be allowed a pre-approved reasonable amount of paid time to investigate and process grievance and arbitration matters. The Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule.

Section 3. The Union's staff will be allowed to visit work areas during working hours provided that notice is given to management. The visit shall not unduly disrupt work in progress and is related to employment matters.

Section 4. The Employer shall ensure reasonable access to the Union to the most current policy manual of its rules, regulations, and policies on employment related matters. The Union shall be notified of any proposed changes or additions to personnel rules, regulations, and policies issued by the Montana Youth Challenge Academy, Department of Administration, and the Department of Military Affairs prior to implementation to allow discussion and comment by the Union.

Section 5. The Employer, within 30 days of the signing of this Agreement, shall present the Union with a list of the names and addresses of all current employees covered by this Agreement and shall notice the union of all terminations or new hires as they occur.

Section 6. Union representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file.

Section 7. The Employer agrees to provide 21 calendar days advance notice to the Union of any employee layoff of fewer than 25 employees along with an opportunity to comment on the layoff. For layoffs of more than 25 employees, the employer agrees to follow the notice requirements in 2-18-1206 MCA.

Section 8. The union shall have space provided to install a bulletin board.

Section 9. The Union shall have a mailbox available to place copies of relevant Union business including but not limited to Contracts, Membership Forms, Constitution, and Newsletters. This information must be informative in nature to union business, and not derogatory toward management. The union also may have designated space be used to store a secured ballot box for use during Union elections.

Section 10. The Employer's computer system, including all related equipment, networks and network devices, is provided for authorized state government use for purposes of

employees carrying out their duties and responsibilities as assigned by the Employer. E-mail communication should resemble typical professional and respectful business correspondence. Union officers or representatives may use the Employer's e-mail system for the purpose of providing members of the bargaining unit with notification of union meetings and other pertinent union business on the condition that any and every message sent for such Union purpose is copied simultaneously from the sender to the MYCP Director and Assistant Director. All messages created, sent or retrieved, over the state's computer system is the property of the State of Montana. Employees should not have expectations of privacy for any messages created, sent or received.

ARTICLE 3 -- MANAGEMENT RIGHTS

(In compliance with state statute 39-31-303, Montana Code Annotated)

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

1. Direct employees;
2. Hire, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;
4. Maintain the efficiency of government operations;
5. Determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and
7. Establish the methods and processes by which work is performed.

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

ARTICLE 4 -- UNION SECURITY

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

Section 2. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Union by such employee for dues or for the representation fee. The Employer will remit to the Union such sums within thirty (30) calendar days. Changes in the Union membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Union and shall be done at least thirty (30) calendar days in advance of such change.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of its compliance with the provisions of this Article.

ARTICLE 5 -- NON-DISCRIMINATION

No member of the bargaining unit shall be disciplined or discriminated against as a result of union membership or participation in lawful union activities. No member of the bargaining unit shall be retaliated against for filing any classification appeal, grievance, or complaint or for exercising any other right provided by law, rule, or contract. Appellants or grievants are not to prepare classification appeals or grievances using state equipment, state supplies, or paid time, however, designated Union officers or appointees may investigate or process grievances using a reasonable amount of pre-approved paid time.

ARTICLE 6 -- EMPLOYEE RIGHTS

Section 1. No permanent/non-probationary bargaining unit employee may be disciplined or discharged except for just cause. A part-time employee who accepts a full-time position within the bargaining unit, will not be required to complete another probationary period

Section 2. Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.

Section 3. The Employer shall ensure each employee reasonable access to an up-to-date policy manual of the Employer's rules, regulations, and policies on employment related matters.

Section 4. An employee may request the presence of a representative of his or her choice during an interview when the employee reasonably believes the interview may lead to the employee being disciplined. The right to select a representative shall not cause undue delay of the interview. It is understood this requirement does not apply to questions or

instructions about work performance. The employer shall give the employee adequate prior notice of the reason for such a meeting.

Section 5. "Probationary period" means a trial period established by an agency when an employee is newly hired to state government into permanent or seasonal employment to assess the employee's abilities to perform job duties; to assess the employee's conduct on the job; and to determine if the employee should be retained beyond the probationary period and attain permanent status. An agency shall establish a probationary period for a newly hired permanent or seasonal employee and set the length of the probationary period. An appropriate probationary period is a minimum of six (6) calendar months or 880 hours actually worked, whichever occurs later; however, the Employer may extend a probationary period by an additional 520 work hours (maximum 1560 work hours total probationary period). The affected probationary employee shall be provided written notification of any such extension. An employee who has not attained permanent status may be discharged at any time during the probationary period. The agency shall take reasonable steps necessary to verify the reason for discharge prior to discharge and the reason for discharge shall be communicated to the employee.

Section 6. One personnel file will be maintained for each employee. An employee may request and receive a copy of any document in his or her personnel file. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel file of an employee and shall remain in the file for no more than eighteen (18) months. No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating that she or he has been shown the material or a statement by a supervisor that the employee has been shown the material and refused to sign it. Material which is not in conformity with this Article shall not be placed in the personnel file of an employee, nor shall materials in violation of this Article be used in any subsequent evaluation or disciplinary proceeding involving the employee.

Section 7. Complaints. Employees will be afforded due process in the investigation of any complaints against employees.

Section 8. Privatization means contracting with the private sector to provide a service normally or traditionally provided directly by an employee of an agency. Before eliminating any bargaining unit jobs through privatization, the employer shall first notify each affected employee and the bargaining agent at least sixty (60) days prior to the privatization. The effects of such contracting out shall be subject to negotiations prior to implementation.

ARTICLE 7 -- HOLIDAYS

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

New Years Day ..... January 1
Martin Luther King, Jr. Day ..... Third Monday in January
Lincoln's and Washington's Birthdays ..... Third Monday in February
Memorial Day ..... Last Monday in May
Independence Day ..... July 4
Labor Day ..... First Monday in September
Columbus Day ..... Second Monday in October
Veteran's Day ..... November 11
Thanksgiving Day ..... Fourth Thursday in November
Christmas Day ..... December 25
General Election Day ..... In even-numbered years

ARTICLE 8 -- ANNUAL LEAVE

Section 1. Employees shall earn leave credits consistent with the provisions of Montana Code Annotated.

Section 2. It is understood that employees may take annual leave with prior Employer approval. Annual leave requests can only be denied by the Employer for bona fide staffing requirements.

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

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

For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits under 2-18-611, M.C.A., must be credited with one (1) year of employment for each period of two thousand eighty (2,080) hours of service following his/her

date of employment. An employee must be credited with eighty (80) hours of service for each biweekly pay period in which he is in pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period.

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

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

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

ARTICLE 9 -- SICK LEAVE

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

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

Section 2. Each permanent full-time employee shall earn sick leave credits from the first day of employment as provided in 2-18-618 Montana Code Annotated. For calculation sick leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed ninety (90) days.

Section 3. An employee may not accrue sick leave credits while in a leave-without-pay status.

Section 4. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

Section 5. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

Section 6. An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave in accordance with the Montana Operations Manual Sick Leave Policy.

Section 7. An employee who receives a lump-sum payment pursuant to this section and who is again employed by an agency shall not be credited with any sick leave for which the employee has previously been compensated.

Section 8. Sick leave in the form of Cadre call-offs may be denied per the discretion of the on-shift supervisor due to below manning coverage. The supervisor shall require the staff member to show for their shift until minimum manning allows the staff member to leave. This section only pertains to call-offs without a doctor's note. (Pursuant to the Montana Operations Manual Policy, Sick Leave Policy, Section II, C, Sections 1 and 2.)

Section 9. The Employer may not require a doctor's certificate to substantiate the need for sick leave by an employee in the bargaining unit unless the Employer has good and sufficient reason to suspect a pattern of sick leave abuse. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section. The employer may require medical certification to determine if the employee's leave qualifies for the Family Medical Leave Act (FMLA).

Section 10. Sick leave taken over a holiday may not be charged to an employee's sick leave for that day.

Section 11. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status and to utilize available sick leave credits upon furnishing management acceptable medical certification, if required.

Section 12. Employees who exhaust their accrued sick leave may apply for additional leave credits from the state sick leave fund in accordance with rules promulgated by the fund.

ARTICLE 10 -- INDUSTRIAL ACCIDENT BENEFITS

Section 1. A permanent employee injured on the job and eligible for Industrial Accident benefits shall retain all rights to his/her previously held position and shall be entitled to leave without pay for a period that completes the cycle in which the injury occurred, plus an additional full six-month cycle (an approximate range of seven to twelve months total).

Section 2. In accordance with 39-71-317 M.C.A., when an injured worker is capable of returning to work within two (2) years from the date of injury and has received a medical release to return to work, the worker must be given a preference over other applicants for a comparable position that becomes vacant if the position is consistent with the worker's physical condition and vocational abilities. This preference applies only to employment with the employer for whom the employee was working at the time the injury occurred. The workers' compensation court has exclusive jurisdiction to administer or resolve a dispute concerning the reemployment preference under this section.

ARTICLE 11 -- JURY AND WITNESS DUTY

Section 1. Jury and witness duty leave shall be administered in accordance with Montana Operations Manual policy.

ARTICLE 12 -- MILITARY LEAVE

Section 1. Employees shall be granted military leave in accordance with 10-1-1009 MCA.

ARTICLE 13 -- LEAVE WITHOUT PAY

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

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

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

ARTICLE 14 -- MATERNITY LEAVE

Section 1. Maternity and Parental leave will be granted according to the MOM's Maternity and Parental Leave Policy.

ARTICLE 15 -- WORKING CONDITIONS

Section 1. The Department of Military Affairs pay rules shall be in effect for all members of the bargaining unit. Minimum and target pay rates for each position covered by this agreement are listed in Addendum A.

Section 2. Workday. The regular workday shall consist of eight hours of actual time worked, including a 15-minute rest break during each half of the employee's eight-hour day, excluding meal periods, except for cadre staff whose supervision of students during meals is considered time worked.

Section 3. Alternate workday or workweek schedules may be instituted by either being posted upon vacancy as such, or by mutual agreement between the employee and the employer. The union's input will be sought when it is anticipated alternative workdays or work schedules will be in place for more than thirty calendar days per cycle.

Section 4. Workweek. The workweek shall consist of seven consecutive days which consists of 40 hours during a maximum of five consecutive days with 2 consecutive days off.

Section 5. Full-time, employees who are called out for work and report outside the regular shift shall be paid for a minimum of four (4) hours.

Section 6. No bargaining unit position shall be filled by a work-study, J.T.P.A., workfare, or work release employee, without the concurrence of the Union.

Section 7. Employees will have one (1) week advance notice of any required meeting/training which occurs outside their normal working hours, except in the case of a bona fide emergency scheduling need.

Section 8. Differentials. The following differentials do not apply during downtime. Eligibility for differential pay is limited to the time period during the cycle beginning day one of pre-challenge and ending upon graduation.

A. Bargaining unit members regularly assigned and working from 2:00 PM until 10:00 PM shall receive fifty cents ($0.50) per hour for each hour worked between 2:00 PM and 10:00 PM.
B. Bargaining unit members regularly assigned and working from 10:00 PM until 6:00 AM shall receive twenty-five cents ($0.25) per hour for each hour worked between 10:00 PM and 6:00 AM.
C. Assistant Team Leaders shall receive one dollar ($1.00) per hour for those shifts when they are assigned and performing the duties of shift leader for an entire shift.
D. Lead Cadre Instructors shall receive one dollar ($1.00) per hour for those shifts when they are assigned and performing the duties of Lead Cadre Instructor for an entire shift.

Section 9. Uniforms. So long as permitted by the National Guard Bureau Cooperative Agreement and with appropriate documentation, Cadre Instructors may be reimbursed up to two hundred dollars ($200.00) per fiscal year (July to June) for pre-approved and required uniform items.

Section 10. Video Cameras. Audio or surveillance equipment is installed for safety and security purposes. While it may be used to supplement personal observation, it is not intended to displace or supplant personal observations for evaluation purposes. In the event products of this equipment are used to support disciplinary action, it shall be subject to the grievance procedure and the provisions outlined in Article 21.

Section 11. As a method of validating employees' timecards, all employees reporting for work at Clark Hall will continue to record and report their time as they always have on a time sheet, the hours worked each day. ON the time clock provided by the Employer, employees will be using the time clock to validate hours recorded on timecards. For any work performed at any other location, the employee shall get pre-approval from his or her supervisor.

ARTICLE 16 -- 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.

ARTICLE 17 -- PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1. Retirement benefits for members of the bargaining unit shall be administered in accordance with the provisions of Montana Code Annotated and the authority of the Public Employee Retirement Administration.
Section 2. Retirement benefits for the licensed teachers in the bargaining unit are administered in accordance with the provisions of Montana Code Annotated and the authority of the Teachers Retirement System (TRS).

ARTICLE 18 -- SENIORITY

Section 1. Seniority means the number of longevity hours accumulated a bargaining unit position since the last date of hire. On or before November 1st and May 1st of each year, the Employer will provide an excel spreadsheet stating employee, date(s) of hire, and position hired into. The Union will post a Seniority roster on the bulletin board near the academy administrative offices, for each cycle. Employees will have ten calendar days thereafter to protest/challenge their placement on the list. The list will be considered correct and official twenty calendar days after original posting.

Section 2. Seniority shall continue to accrue during all layoffs and approved leaves of absence not exceeding one year, including but not limited to military leave, work-comp leave, or short or long-term disability leave. For military absences seniority will accrue for up to a maximum of two years or for the term of the individual's military deployment.

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

Section 4. If qualifications and capabilities are substantially equal, then seniority shall be the determining factor in the selection of employees for layoff within the same job classification.

Section 5. If qualifications and capabilities are substantially equal, then seniority shall be the determining factor in filling new or vacant permanent positions in the bargaining unit. Temporary Lead CIs and ATLs will be bid for each cycle. If qualifications and capabilities

are substantially equal, then seniority shall be the determining factoring filling temporary Lead CI and AT positions for that cycle.

Section 6. Management retains the right to establish shifts and work schedules. In assigning employees to designated shifts, however, management shall recognize seniority as the controlling factor in allowing employees to select the available shifts for which they are minimally qualified to work (for example, cadre assignments may require the consideration of female cadre assigned to female cadets). Seniority for purposes of shift scheduling is limited to time worked in the employee's current position.

In using seniority to select shift assignments, the following limits apply:

a) Days- limited to 4 seniority picks.
b) Swings – Limited to 3 seniority picks.
c) Mids - limited to 2 seniority picks.
d) Shift selection will only occur when a position becomes available.

The above negotiated changes recognize the importance and advantage of having experienced, seasoned, employees working on each of the three shifts.

Section 7. No permanent employee shall be separated while there are temporary employees serving in the same position.

Section 8. Within ten days of written notice of being scheduled for layoff, an employee who is scheduled to be laid off who has advanced to his/her position from another position in which s/he held a permanent status shall have the right to displace the least senior employee in his/her formerly held classification, providing his/her seniority within that classification is greater than the least senior employee presently assigned therein. The displaced employee shall then be scheduled for lay-off. An employee's failure to inform the academy director of his/her intent to displace a less senior employee in a previously held classification within ten days of notice of being scheduled for lay-off shall forfeit this right.

ARTICLE 19 -- JOB POSTING AND SELECTION

Section 1. The employer shall recruit and select employees on the basis of merit and job-related qualifications. If qualifications and capabilities are substantially equal, then seniority shall be the determining factor in filling new or vacant permanent positions in the bargaining unit.

Section 2. Nothing in this Article limits the employer's right to recruit internally or externally, however, in either case the employer shall post notice of available bargaining unit positions for at least seven (7) calendar days to inform employees of vacancies and newly created positions and provide those who are interested an opportunity to apply.

Section 3. When recruiting internally or externally for a full-time position within a particular department (e.g., cadre is a department; teacher is a department; etc.), part-time employees within the department will be offered first consideration for the position, with seniority as the determining factor if two or more applicants are substantially equal in qualifications and capabilities.

ARTICLE 20 -- OVERTIME AND COMPENSATORY TIME

Section 1. "Non-exempt" employee means an employee subject to the overtime provisions of the Federal Fair Labor Standards Act and its regulations. "Non-exempt" employees shall be paid at a rate of 1-1/2 times their regular rate of pay for all authorized time they work over 40 hours per week. This Article shall be administered in accordance with federal Fair Labor Standards Act and its regulations.

Section 2. Subject to mutual agreement between the employee and employer, a "non-exempt" employee may be allowed to accrue and use non-exempt compensatory time in lieu of cash overtime compensation. Nothing in this Article entitles employees to a minimum balance of accrued compensatory time. Nothing in this Article limits the employer's legal right under the Fair Labor Standards Act to pay out unused compensatory time at any time or to direct employees to use accumulated compensatory time.

Subsection 1. Compensatory time for "non-exempt" employees will accrue at the rate of one and one-half (1 1/2) hours for each hour of overtime worked.

Subsection 2. "Non-exempt" compensatory time may not be accrued beyond 120 hours, which represents not more than 80 hours of actual overtime worked.

Subsection 3. A "non-exempt" employee must have the appropriate supervisor's prior approval to accrue or use compensatory time.

Subsection 4. Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final regular rate of pay.

Section 3. "Exempt" employee means an employee in a position designated as executive, administrative, or professional, which is not subject to the overtime pay of the Federal Fair Labor Standards Act and its regulations. "Exempt" employees shall be given compensatory time, under the following conditions:

Subsection 1. Compensatory time will be credited on an hour-for-hour basis, for all authorized time worked in excess of 40 hours per week.

Subsection 2. Compensatory time will be recorded in increments of no less than 1/2 hour, but all time earned or taken in fractions of 1 hour will accumulate until the 1/2 hour minimum is attained, at which point the time will be recorded.

Subsection 3. Compensatory time may be accumulated to a maximum of 120 hours per cycle. Compensatory time in excess of 120 hours will be forfeited if not taken within 90 calendar days from the last day of the calendar year in which the excess was accrued. Unused exempt compensatory time is not paid out in the form of cash at any time.

Subsection 4. Compensatory time shall be earned as approved by the Employer and shall be taken at a time agreeable to the employee and the Employer.

ARTICLE 21 -- GRIEVANCES AND ARBITRATION

Section 1. A grievance is defined as an allegation by an employee or group of employees that the Employer has violated an express provision of this Agreement.

Section 2. Grievance Procedure.

Step 1. Any grievance shall be taken up with the employee's immediate supervisor within fourteen (14) calendar days of the occurrence of the grievable action. The immediate supervisor shall have seven (7) calendar days to respond to the grievance.

Step 2. If the grievance is not resolved at Step 1, the grievance may be presented in writing to the MYCP Director or his/her designee within seven (7) calendar days from the receipt of the immediate supervisor's response of Step 1.

The MYCP Director or his/her designee at the second step shall have seven (7) calendar days from receipt of the grievance to respond in writing.

Step 3. If the grievance is not resolved at Step 2, it may be presented to the Adjutant General or his/her designee within seven (7) calendar days of the receipt of the Step 2 response. The Adjutant General shall have seven (7) calendar days to respond to the grievance in writing.

Step 4. Should the aggrieved employee and the Union consider the decision of the Adjutant General unsatisfactory, the Union may, within fourteen (14) calendar days of receipt of such decision, notify the Adjutant General and the Chief of the Labor Relations Bureau of its decision to take the grievance to final and binding arbitration.

Section 3. Rules of Grievance Processing.

(a) Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties. During pre-challenge and downtime, it is presumed the parties have mutually agreed to extend the foregoing time limits by a factor of two, not to exceed the end of the first week of regular cycle following completion of pre-challenge.

(b) A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the grievant to proceed to the next step within time limits provided.

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

(d) When the grievance is presented in writing there shall be set forth all of the following:

1. A complete statement of the grievance and facts upon which it is based, including identification of the action or decision that is being grieved.

2. The rights of the individual claimed to have been violated, including the specific contract language alleged to have been violated.

3. The remedy or correction requested.

Section 4. Rules of Arbitration.

1. Within fourteen (14) calendar days of receipt of the Union's notice of its intent to arbitrate a grievance, the parties shall call upon the Federal Mediation and Conciliation Service for a list of five (5) potential arbitrators.

2. Each party shall be entitled to strike two (2) names from the list in alternate order and the name so remaining shall be the arbitrator. A coin toss shall determine which party strikes the first name. The arbitrator shall render a decision and that decision shall be final and binding. By mutual agreement, the parties may request a bench decision from the arbitrator, provided the arbitrator is notified at time of selection.

3. The fees and expenses of the arbitrator shall be borne by the Union, unless the arbitrator sustains the grievance in full, in which case the fees and expenses of the arbitrator shall be borne by the Employer. Other than the fees and expenses of the arbitrator, each party shall bear its own arbitration expenses. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall share equally the cost.

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

5. In the event of a disagreement over position classification (assignment to one of the nine pay bands in the broadband pay system), the statutory classification appeal route shall be followed wherein the grievance may be submitted to the Board of Personnel Appeals for final resolution.

ARTICLE 22 -- SEVERABILITY

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

ARTICLE 23 -- NO STRIKE / NO LOCKOUT

Section 1. During the term of this Agreement, neither the Union nor its agents or representatives will cause, sanction, or take part in any strike, sympathy strike, walkout, slowdown, changes in terms or conditions of employment or any other interference with the operation of the Employer's business.

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

ARTICLE 24 -- TERM OF AGREEMENT

Section 1. This Agreement is effective as of the first day of July 2019 and shall remain in full force and effect through the 30th day of June 2021.

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

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

This agreement is executed this 7th day of July ~~2019~~ 2020.

FOR THE EMPLOYER:

Michael P. Manion
State Office of Labor Relations
Department of Administration

Matthew T. Quinn
Major General
Director, Department of Military Affairs
The Adjutant General

Trent Gibson, Director
Montana Youth Challenge Academy

FOR THE UNION:

Eric Feaver, President
Montana Federation of Public Employees

Trevor Smith
MYCA Local Union, MFPE

ADDENDUM 'A'
MYCA Pay Ranges

HOURLY BASE WAGE

The State shall increase each employee's base salary by $.50 per hour effective the first full pay period that includes January 1, 2020 and $.50 per hour the first full pay period that includes January 1, 2021.

July 2019 – June 2021

Title	July 1, 2019	January 1, 2020	January 1, 2021
Medical Assistant Technician	$ 16.962792	$ 17.46	$ 17.96
Purchasing Agent	$ 19.179400	$ 19.68	$ 20.18
Academic Counselor	$ 19.633002	$ 20.13	$ 20.63

Cadre Instructor/Team Leader Career Ladder pay matrix
Non-statutory pay increases are solely in accordance with the CI career ladder policy.
All pay increases will be effective the first full pay period that includes the dates below.

Title	July 1, 2019	January 1, 2020	January 1, 2021
Cadre Instructor Level 1	$ 15.57	$ 16.07	$ 16.57
Cadre Instructor Level 2	$ 17.01	$ 17.51	$ 18.01
Team Leader Level 1	$ 18.23	$ 18.73	$ 19.23
Team Leader Level 2	$ 19.13	$ 19.63	$ 20.13

Academic Teacher Career Ladder pay matrix. Non-statutory pay increases are solely in accordance with the Academic Teacher career ladder policy:
All pay increases will be effective the first full pay period that includes the dates below.

Title	July 1, 2019	January 1, 2020	January 1, 2021
Academic Teacher Level 1	$ 20.19	$ 20.69	$ 21.19
Academic Teacher Level 2	$ 20.66	$ 21.16	$ 21.66
Academic Teacher Level 3	$ 22.46	$ 22.96	$ 23.46