

LABOR AGREEMENT
between
STATE OF MONTANA
and
MONTANA FEDERATION
OF PROBATION AND PAROLE
LOCAL #4464

**AGREEMENT
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and the
MONTANA FEDERATION OF PROBATION AND PAROLE
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PREAMBLE

This agreement is made and entered into this 16th day of November 2009, between the State of Montana, hereafter called the "Employer" and the Montana Federation of Probation and Parole, Local #4464, MEA-MFT, hereafter called the "Federation." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the State of Montana, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. It is understood that the Employer is engaged in furnishing an essential public service which vitally affects health, safety, comfort, and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

**ARTICLE 1
RECOGNITION**

Section 1. The Employer recognizes the Federation as the sole and exclusive bargaining agent for all probation and parole officers, juvenile parole officers and administrative support staff in the regional and district offices of the Probation and Parole Bureau (Adult Community Corrections Division) and the Youth Community Corrections Bureau (Youth Services Division), Department of Corrections.

Section 2. When new job classifications are created which are not clearly exempt from coverage by the contract, the Employer agrees to meet with the Federation in order to determine if those positions should be included within the bargaining unit. If agreement is not possible, then the Board of Personnel Appeals shall be petitioned to conduct a unit clarification as specified in the Board's rules.

**ARTICLE 2
FEDERATION RIGHTS**

Section 1. Upon written request, the Employer shall make available one copy of all readily accessible public information relevant to contract negotiations or for the proper enforcement of this Agreement. The Employer may charge the Federation a copying charge of 10 cents per page for all such material.

Section 2. The internal business of the Federation will be conducted by employees during their non-duty hours. However, selected and designated Federation officers or appointees within each region may be allowed a reasonable amount of paid time to investigate and process grievance and arbitration matters.

Section 3. The Federation's staff will be allowed to visit work areas during working hours provided that advance permission has been received from the Community Corrections Division Administrator and that the visit shall not unduly disrupt work in progress.

Section 4. The Employer shall insure reasonable access to the Federation the most current Standard Operating Procedure Manual containing rules, regulations and policies on employment related matters. Department policy committees will invite bargaining unit members to participate in meetings.

Section 5. The Employer, within 30 days of the signing of this Agreement, shall present the Federation with a list of the names of all current employees covered by this Agreement, and shall update such list when new employees are hired.

Section 6. A Federation representative shall have the right to inspect an employee's personnel file with a specific authorization in writing by the employee. A Federation representative may obtain a copy of a document related to a formal grievance provided that prior specific authorization is obtained in writing from the employee. The Employer may charge a copying fee similar to that established in 3-2-403 MCA for documents on file.

Section 7. The Federation shall have the right to a space on a bulletin board in each regional office for the posting of notices. This space shall be adequate for the posting of an 8 1/2 x 11 inch document. A meeting room, if determined to be available by the Employer and subject to a usage charge, will be made available to the Federation in the regional offices.

Section 8. The Employer agrees to provide written notice to the Federation of the suspension, discharge or demotion of any member of the bargaining unit.

ARTICLE 3 **MANAGEMENT RIGHTS**

In compliance with Montana Code Annotated 39-31-303, the Federation 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 **FEDERATION SECURITY**

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Federation but must, as a term and condition of employment, pay a representation fee to the Federation. It is recognized that the Federation 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 Federation.

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 Federation by such employee for dues or a representation fee. The Employer will remit to the Federation such sums within 30 calendar days. Changes in the Federation membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Federation and shall be done at least 30 calendar days in advance of such change.

Section 3. All employees covered by this Agreement shall within 30 calendar days of the signing of this Agreement, or within 30 calendar days of employment, whichever is later, pay dues or a representation fee to the Federation. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 calendar days after receipt of written notice of default and demand for discharge after the thirty day period specified above. The Employer shall initiate appropriate discharge actions under this Section to ensure discharge of the affected employee(s) on the thirtieth day from receipt by the Employer of the Federation's written notice of default and demand for discharge.

Section 4. 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.

ARTICLE 5 **NON-DISCRIMINATION**

Section 1. No member of the bargaining unit shall be disciplined or discriminated against as a result of union membership. No member of the bargaining unit shall be retaliated against for filing any classification appeal or grievance.

Section 2. In accordance with the provisions of the Montana Code of Fair Practices and state policy, the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees without regard to race, color, religious creed, political ideas, sex, sexual orientation, age, marital status, physical or mental handicap, national origin and ancestry.

ARTICLE 6

LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1. The Employer and the Federation agree to the establishment of a Labor-Management Relations Committee. The purpose of this committee is to discuss any item of concern to either party and to improve communications between the Employer and the members of the bargaining unit. The committee will not, however, take the place of the grievance procedure or the collective bargaining process.

Section 2. There will be a labor relations committee established at both the divisional and regional levels. Each committee will meet twice annually. Training regarding LMC's will be encouraged at both levels for participants on a yearly basis. The divisional committee will be comprised of representatives from management to include up to five management representatives and representatives from the union to include up to five bargaining unit representatives, plus one Federation representative. The five bargaining unit representatives shall come from administrative support, juvenile parole, probation and parole, intensive supervision and the bargaining unit executive board. Each regional committee will consist of the Regional Administrator and one regional bargaining unit member. Meetings may be canceled with mutual agreement.

Section 3. The Committee shall meet at a mutually agreed date, time and place. The divisional meetings will be held in Helena or at an alternative site by mutual agreement, and regional meetings held in each region at a pre-designated location.

Section 4. The bargaining unit Federation members will receive paid release time to attend meetings when scheduled during normal work hours. Travel expenses to and from the divisional meeting will be paid by the employer for five bargaining unit members.

Section 5. Each party must submit to the other party, at least five working days prior to a scheduled meeting, its agenda and a list of probable representatives who will act on its behalf. The agenda shall be limited to items which are of a group rather than individual concern that cannot easily be solved through established supervisory channels.

Section 6. An employer designate representative shall organize the meetings and designate the person responsible for taking minutes, alternating between labor and management representatives. Copies of the minutes will be reviewed and signed jointly before distribution. Regional meeting minutes will be sent to the division headquarters and posted in each office.

Section 7. At an annual bureau level committee meeting or conference call, the committee will recommend priorities for spending revenue generated by supervision fees.

The bureau committee shall comprise the six regional shop stewards of the union and the bureau chief (and/or the bureau chief's designee). Each region will create an Adult Probation and Parole regional committee to recommend regional spending of supervision fee revenue. The regional supervision fee committee will be comprised of two regional representatives chosen by the union and one Adult Probation and Parole supervisor.

ARTICLE 7 **PAY AND HOURS**

Section 1. Conditions relative to and governing wages and salaries are provided under 2-18-301, MCA, and contained in Addendum A of this Agreement.

Section 2. Nothing in this Agreement will preclude any employee from exercising the right to file a classification appeal with the Board of Personnel Appeals.

Section 3. A regular work day shall be defined as eight hours of continuous work in a 24-hour period. Included are two 15-minute duty free rest breaks. Rest breaks will not be taken in conjunction with the start or end of the work day or other breaks during the work day.

Section 4. A regular work period shall be defined as five regular work days, Monday through Friday inclusive, totaling 40 hours.

Section 5. A regular work week shall be defined as a regularly recurring period of 168 hours in the form of seven consecutive 24-hour periods. Days off will be consecutive and recurring unless mutually agreed upon. The work week as established by the employer begins on Saturday at 12:01 a.m. and ends on Friday at midnight. For the purpose of minimum wage and overtime calculation, each work week stands alone.

Section 6. "Alternative work hours" shall include scheduled hours Monday through Friday before 8 a.m. or after 5 p.m., or scheduled hours on a Saturday or Sunday. Employees hired before January 1, 1996, may be scheduled to work up to 8 hours per week on an alternative schedule if mutually agreeable to the employer and employee. Employees hired after January 1, 1996, may be scheduled to work up to 16 hours per week on an alternative schedule, as mutually agreed, but if mutual agreement cannot be reached, management's staffing needs shall supersede the employee's preferred alternative schedule. Employees hired after July 1, 2006, may be scheduled to work up to 24 hours per week on an alternative schedule, as mutually agreed, until June 30, 2007. If mutual agreement cannot be reached, management's staffing needs shall supersede the employee's preferred alternative schedule. An employee may request an alternate work schedule, not to exceed 40 hours per week, with the approval of the Probation and Parole Bureau Chief or designee.

Section 7. Shift Differential: Employees who are regularly scheduled to work alternative hours between 11:00 p.m. and 6:00 a.m. will receive an additional \$.50 per hour for all hours worked between 11:00 p.m. and 6:00 a.m.

Section 8. Employees will be compensated according to agency policy and state and federal wage and hour laws for hours worked above 40 in a work week.

Section 9. However, an employee who receives authority from management to respond to a call on the employee's scheduled day off shall be compensated at a rate of one and one-half times the regular rate of pay for actual time worked on the call-out. The employee will be compensated under this provision for a minimum of one hour per approved call-out, regardless of whether the call-out lasts a full hour, in the form of pay (not compensatory time) at the above rate. Employees will not be relieved of duty during regular shift hours to offset hours worked during a call-out on a scheduled day off.

Section 10. When a state vehicle is not available, the Employer shall use actual odometer mileage in computing reimbursements whenever employees are required to use their private vehicle for state business.

Section 11. No full-time or permanent part-time employee will be replaced by a work study, workfare, or J.T.P.A. program employee. However, any of the preceding programs or others may be used to provide workers which supplement the present workforce.

Section 12. Whenever an employee receives a pay increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 13. Relocation expenses shall be paid in accordance with agency policy.

Section 14. If an employee is selected by a Management designee to temporarily fill a vacancy in a higher graded job, the authorization shall be in writing and the employee shall be paid at the higher grade with the exact rate of temporary pay to be set by the Pay Plan Rules.

Section 15. Upon termination of employment, employees shall be paid for all earned but unused annual leave, sick leave, and holidays as provided by law.

Section 16. The Employer agrees to pay employees in 15-minute increments for time spent responding to phone calls outside their scheduled work hours.

Section 17. P&P Officers, ISP Officers and Juvenile Parole Officers must be able to respond from home to their assigned office within 30 minutes. This provision shall not apply to residences established before August 17, 1999.

Section 18. After January 1, 2005, the employer shall not hire or transfer an employee into a PO Tech position unless the position is located in an office that has no more than two PO's. Nothing in this provision shall cause a transfer or reclassification of any PO

Tech employed in the position before January 1, 2005. Nothing in this provision limits the employees' or employer's layoff rights as expressed in Articles 3 and 19.

ARTICLE 8 **INSURANCE**

The Employer agrees to contribute the amount required in 2-18-703 as may be amended by the 61st and subsequent Montana legislatures toward the state group health insurance premiums for eligible members of the bargaining unit as follows:

\$626 a month from July through December 2009,
\$679 a month from January through December 2010
\$733 a month from January through June 2011.

ARTICLE 9 **OVERTIME AND COMPENSATORY TIME**

Section 1. Employees will be compensated according to department policy and state and federal wage and hour laws for all hours worked above 40 in a work week. Employees may elect once a year to receive either overtime pay, or compensatory time off in lieu of overtime pay, for approved hours worked above 40 in a work week. The rate is according to state and federal wage and hour law (one and one-half hour for each approved hour worked above 40 in a work week).

Section 2. If job related travel time is scheduled for other than the employee's normal work week, such travel time shall be compensated in accordance with the terms of this Article.

Section 3. Authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing overtime or compensatory time credits under this Article.

Section 4. Overtime or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

Section 5. Employees may be relieved of duty during regular shift hours in order to offset hours worked in excess of the 40-hour work week if the employee has accumulated 60 hours of compensatory time.

Section 6. Upon termination of employment, employees will be paid out any unused compensatory time at their current rate of pay.

Section 7. Unless in conflict with this collective bargaining agreement, compensatory time will be governed by Policy No.: DOC 1.3.8 (Compensatory Time for Nonexempt Employees), Revised June 1, 2001. Any proposed changes to the compensatory time

policy must be provided to the exclusive bargaining representative at least two weeks prior to the intended implementation date to allow for comment or a request to bargain.

ARTICLE 10 **HOLIDAYS**

Section 1. Recognized paid holidays shall be the following:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Washington's/Lincoln's Birthday	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

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible 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 a 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. When a non-exempt full-time employee is authorized by the Employer to work on a holiday listed above, he/she will be paid eight hours of holiday pay at straight time and in addition time and one half for actual hours worked or at the Employer's option, will be paid at a rate of one and one-half times his/her regular rate of pay and an alternate day off, to be taken at a time mutually agreeable to the employee and Employer.

A full-time employee whose schedule calls for a day off on the day a holiday is observed, as provided in 2-18-603, MCA, shall be entitled to receive a day off with pay on the day preceding the holiday, or on another day following the holiday in the same pay period, or as requested by the employee and approved by the supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off (provided the employee is in a pay status on his/her last regularly scheduled working day immediately before the holiday or on his/her first regularly scheduled working day immediately after the holiday). If a day off cannot be provided, the agency may provide eight hours of pay at the regular rate. For part-time employees, holiday benefits shall be an average of the employee's hours regularly scheduled to work in the pay period. To find the average, the number of hours regularly scheduled to work in a pay period in which the holiday falls shall be divided by 10 (the number of working days in a pay period). Holiday benefits shall not exceed eight hours.

ARTICLE 11
ANNUAL VACATION LEAVE

Section 1. Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months.

Section 2. Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.

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

Section 4. Temporary employees do not earn vacation leave credits, except that a temporary employee who is subsequently hired into a permanent position within the same jurisdiction without a break in service, and temporary employees who are employed continuously longer than six months may count as earned leave credits for the immediate term of temporary employment.

Section 5. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with any agency whether employment is continuous or not:

<u>Years of Employment</u>	<u>Working Day Credit</u>
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

For the purpose of determining years of employment under this Section, an employee eligible to earn vacation credits under MCA 2-18-611 must be credited with one year of employment for each period of 2080 hours of service following his date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which he is in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period.

Section 6. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

Section 7. Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation leave is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

Section 8. It is specifically agreed that in computing service time for vacation leave, employees shall receive credit for all eligible service in other state employment and/or employment by any political subdivision of the State of Montana.

Section 9. Vacation leave taken over a holiday may not be charged to an employee's vacation leave for that day.

Section 10. It is understood and agreed that an employee within the bargaining unit may, with prior approval of Management, take three consecutive weeks of annual leave per year. Individual discretion may be exercised as to the effective date(s) of requested leave time, with the understanding that requests will be granted on a first-come, first-served basis. Requests for absence shall not cause undue burden on the Employer's operation and the scheduling needs of the agency shall be primary in the decision process. Conflicts in scheduling employees off for purposes of annual leave shall be determined on the basis of seniority and the need for services.

Section 11. Vacation leave credits will not accrue for those hours exceeding 40 hours in a work week.

ARTICLE 12 **SICK LEAVE**

Section 1. Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2080 hours (52 weeks x 40 hours) shall equal one year. Sick leave credits shall be credited at the end of each pay period.

Subsection (a). Sick leave credits shall be earned at the rate of 12 working days for each year of service without restrictions 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 90 days.

Section 2. An employee may not accrue sick leave credits while in a leave without pay status.

Section 3. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

Section 4. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

Section 5. An employee who terminates employment with the Employer is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time the employee terminates employment with the State.

Section 6. An employee who receives a lump-sum payment pursuant to this Section and who is again employed by a state agency shall not be credited with any sick leave for which the employee has previously been compensated.

Section 7. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

Section 8. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change their annual leave status to sick leave status.

Section 9. "Sick leave" means a leave of absence with pay for a sickness suffered by an employee or a member of the employee's immediate family. Sick leave may also be used for maternity related disability, dental, medical, and eye examination or treatment or the funeral of 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 10. With management approval, an employee may also use sick leave upon the death or serious illness of another person.

Section 11. The Employer may not require a doctor's certificate to substantiate sick leave usage from an employee in the bargaining unit unless the Employer has good and sufficient reason to suspect sick leave abuse.

Section 12. In the event that an employee has exhausted all accrued sick leave, the Employer may permit the employee to be placed on a leave without pay status for up to six months, renewable thereafter at the Employer's option.

Section 13. 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.

ARTICLE 13

MATERNITY / PARENTAL LEAVE

Section 1. The Employer may not:

- a. Terminate a woman's employment because of her pregnancy;
- b. Refuse to grant to the employee a reasonable leave of absence for such pregnancy;
- c. Deny the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer, provided that the

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;

- d. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

Section 2. 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 3. Parental leave shall be administered in accordance with 2-18-606 MCA if: (a) the employee is adopting a child; or (b) the employee is a birth father.

ARTICLE 14 **JURY AND WITNESS DUTY**

Section 1. Employees summoned to serve as jurors or witnesses, unrelated to job duties, shall be granted leave in accordance with the following provisions:

- a. Each employee who is under a proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his Employer. In no instance is an employee required to remit to his Employer any expenses or mileage allowance paid him by the court.
- b. An employee subpoenaed to serve as a 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 Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid him by the court.
- c. The Employer may request the court to excuse its employees from jury duty if they are needed for the proper operation of the agency.

ARTICLE 15 **MILITARY LEAVE**

Section 1. Any permanent employee who has been employed for six months or more 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 shall be given leave 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 shall not be charged against other leave credits earned by the employee.

ARTICLE 16 **LEAVE WITHOUT PAY**

Section 1. A leave of absence without pay may be granted to employees, subject to Employer discretion, for good and sufficient reason. A leave without pay shall generally be limited to no longer than 12 calendar months.

Section 2. An employee requesting leave without pay shall, in advance of the starting date, submit a leave request form stating thereon the reason for the request, and the beginning and ending date of the absence. The Employer shall approve or disapprove the request. If the request is denied, a reason shall be provided.

Section 3. Employees who are granted a leave without pay shall be informed in writing of the conditions under which the leave is approved.

Section 4. Employees on leaves caused by accidents compensated by Worker's Compensation or for other disability related reasons, shall be entitled to re-employment in their former position if the absence is for a period of 9 months or less. Employees on leave without pay for disability related reasons shall be granted a hiring preference over outside applicants for open positions for which they are qualified for an additional 18-month period.

ARTICLE 17 **GRIEVANCES AND ARBITRATION**

Section 1. Having a desire to create and maintain harmonious labor relations, the parties hereto agree that they will promptly attempt to adjust all disputes arising between them involving questions of interpretation or application of the terms and provisions of this Agreement.

Section 2. Grievance Procedure:

Step 1. Any grievance shall be taken up with the employee's immediate supervisor within 10 calendar days after the employee or any officer of the bargaining unit knew or should have known the facts which gave rise to the grievance. The immediate supervisor shall have five working days to respond. All grievances must be discussed with the immediate supervisor prior to advancing the grievance to Step 2.

Step 2. If the grievance is not resolved at Step 1, the grievance may be presented in writing within 10 calendar days from the receipt of the immediate supervisor's

response of Step 1 to the Probation and Parole Bureau Chief or designee, or the Juvenile Community Corrections Bureau Chief or designee, whomever is appropriate. The administrator or designee shall have 10 working 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 Department Director or designee within ten (10) calendar days of the Step 2 response. The Director shall have 15 working days to respond to the grievance in writing.

Step 4. Should the employee and the Federation consider the decision of the Director to be unsatisfactory, the Federation may, within 10 calendar days of the receipt of the Director's 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. Working days for purposes of this section are defined as in Article 7, Section 4.

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 of that step.
- 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 to answer within the time limit set forth in any step will entitle the grievant to proceed to the next step.
- C. The appointing 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.
 - 2. The rights of the individual claimed to have been violated and the remedy or correction requested.
- E. Employees desiring to contest an employment action through alternative statutory or civil procedures may not contest the same employment action under the provisions of this Agreement's grievance procedure.
- F. 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 may be referred to the Board for a decision.

Section 4. Rules of Arbitration:

- A. Within 10 working days of the Federation's Step 4 notice of its intent to arbitrate a grievance, the Federation shall call upon the Federal Mediation and Conciliation Service or the Montana Board of Personnel Appeals for a panel of seven potential arbitrators. The Federation will provide the Director and the Chief of the State Office of Labor Relations a copy of the arbitrator panel request.
- B. Within fifteen calendar days of receipt the list each party shall strike names from the list in alternate order and the name so remaining shall be the arbitrator. A coin toss shall determine which party will strike the first name.
- C. 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.
- D. 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.
- E. The arbitrator may not add to, subtract from or modify the terms of this Agreement.

ARTICLE 18
EMPLOYEE RIGHTS

Section 1. No permanent employee shall be disciplined or discharged except for just cause. Permanent employee means an employee who has completed the required probationary period. The probationary period consists of one year. The probationary period may be extended up to six additional months by mutual agreement between the Federation and Management.

Section 2. An employee may request the presence of a union representative during an investigatory interview which the employee believes may reasonably result in disciplinary action.

Section 3. An employee may request and receive a copy of his or her job profile/position description and classification information once each year or when changed.

Section 4. Upon request, an employee may obtain a copy of any document in his/her personnel file. The Employer may charge a copying charge similar to that established in 3-2-403 MCA for documents on file.

Section 5. The Department of Corrections performance evaluation system approved by the Human Resource Division shall be utilized by the Employer in the evaluation of employees covered by this Agreement. Supervisors shall receive training in the operation of the performance appraisal system before evaluating employees.

Section 6. Performance appraisals should be done annually. A copy of the performance appraisal shall be provided to the employee. The immediate supervisor shall discuss the performance appraisal with the employee and note by signature retained in the personnel file that the performance appraisal has been discussed with the employee. If the employee desires to submit a written response to the performance appraisal, the statement shall be submitted within ten calendar days and attached to the performance appraisal form in the personnel file.

Section 7. 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 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.

Section 8. Letters of caution, warning, reprimand, or suspension are considered temporary contents of the personnel file of an employee and shall be destroyed no later than 18 months after they have been placed in the file unless such items are applicable to pending legal or quasi-legal proceedings. Once the 18-month period has passed, such documents will be destroyed at the employee's request. Documents left in the file after the 18-month period may not be used in subsequent disciplinary proceedings. The letters of discipline referenced in this Section may be retained by the Employer in files other than the employee personnel file only for the purpose of evidence in subsequent legal proceedings that the Employer may be party to, when such are filed within the applicable statute of limitations.

Policy regarding Supervisory Notes dated 1998 may only be changed after review and opportunity for suggestions by the Divisional Labor–Management Relations Committee. The Supervisor shall discuss with the affected employee any entry in supervisory notes which may lead to discipline or an unsatisfactory performance evaluation within a reasonable period of time. The discussion should be documented and that documentation initialed by the employee.

Section 9. Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.

Section 10. Prior to the submission to the State Personnel Division any request for a position downgrade, the incumbent shall have the opportunity to comment on the request.

Section 11. An employee charged by a client with improper behavior or with violating an agency rule or policy shall be deemed innocent until such time as sufficient evidence to the contrary has been presented. No disciplinary action will be taken unless the employee is provided relevant documentation prior to or during their Due Process (*Loudermill*) meeting. Any disciplinary action based on a client complaint may be appealed through the grievance procedure.

Section 12. Any employee subject to layoff shall be provided 21 calendar days advance notice and concurrently, the Federation shall be sent a copy of the Notice. The employee and/or the Federation may comment on the action.

Section 13. No bargaining unit member shall be required to own a phone or maintain a phone on their premises as a condition of employment with the Department of Corrections.

Section 14. Dress code will be administered in accordance with Probation and Parole Bureau and Department of Corrections policy.

Section 15. If the Probation and Parole Bureau establishes a policy-writing committee, the Executive Council of the union shall have the opportunity to provide a list of three nominees from the bargaining unit for inclusion on the committee, from which management will choose one.

ARTICLE 19

SENIORITY AND LAYOFF

Section 1. Seniority means the length of continuous service in a bargaining unit position since the last date of hire.

Section 2. Seniority shall continue to accrue during all paid leaves of absences and industrial accident leave not exceeding one year.

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 under the conditions established in Section 7 of this Article. Seniority must be reinstated if an employee terminates employment or transfers out of the unit but returns to a bargaining unit position within one year.

Section 4. Seniority, qualifications and capabilities shall be the controlling factors in the selection of employees for layoff within each classification series. Seniority, qualifications and capabilities shall be the controlling factors in the selection of employees for voluntary transfer within the bargaining unit and within classification series. Employee transfer requests will be considered if the employee has completed 12 months of continuous service in an assigned position number. Exceptions can be made on a case-by-case basis recognizing seniority, qualifications and capabilities. Transfer applications shall include a letter of intent, a resume and, at the employee's option, a state application. If an employee is denied a transfer, he or she will be entitled to written reasons upon request for purposes of guiding the employee in future application processes.

Section 5. Any permanent employee subject to non-disciplinary demotion shall be given 10 calendar days advance notice of the action.

Section 6. No permanent employees shall be laid off or subject to non-disciplinary demotion while temporary or probationary employees in the same classification are retained.

Section 7. Recall from layoff shall be in the reverse order. If a position is available within the same geographical location, employees shall be recalled to permanent positions within the same classification and in the same geographic location in the bargaining unit. In recalling employees, the Employer shall send a certified, return receipt letter to the last known address for the employee with a copy to the Federation. The letter shall state that failure to notify the Employer within 14 calendar days of his/her intent to return to work or failure to return to work within 21 calendar days shall constitute forfeiture of all recall rights. Recall rights shall be limited to a period of one year following the date of layoff.

ARTICLE 20 **JOB POSTING**

Section 1. The following procedures will be followed in the posting and filling of vacant or newly created permanent positions covered by this agreement. The purpose of this system is to inform employees of vacancies and newly created positions and to afford employees, who are interested and who feel they qualify an equal opportunity to apply for the positions.

Subsection 1. When a vacant or newly created position is to be filled, the Employer shall prepare a Job Posting Notice. The Notice will be posted in a specific place designated for notices of job openings, and shall state where interested employees are to make application, and the cutoff date for application submittal, the minimum qualifications, and such other information deemed appropriate by Management.

Subsection 2. The Employer will insure that all such applications are considered. Members in the bargaining unit who are unsuccessful applicants shall be so notified upon completion of the selection process. An unsuccessful applicant will be entitled to written reasons upon request for purposes of guiding the employee in future application processes.

Subsection 3. All positions in the bargaining unit shall be posted per the provisions of this Article for at least 10 calendar days.

Section 2. Seniority, qualifications and capabilities shall be the controlling factors in filling new or vacant permanent positions covered by this Agreement.

ARTICLE 21 **HEALTH AND SAFETY**

Section 1. Both the Employer and the Union affirm their commitment to cooperate in the maintenance of a safe and healthful working environment. To this end, any employee

complaint of a health or safety nature shall be referred to a labor-management committee which shall attempt to resolve the complaint.

Section 2. Suitable office space is conducive to the maintenance of a safe and healthful working environment. The Employer agrees to relocate those bargaining unit members who have located more suitable office space agreeable to the Employer, and who can demonstrate that the Employer will not suffer additional costs due to relocation.

Section 3. The Employer shall provide hospital gloves and specimen bottles to protect employees required to collect urine samples.

Section 4. The employer will provide required safety equipment. The Labor-Management Committee will periodically recommend updates and revisions to the safety equipment list. Position appropriate safety equipment will be made available for Adult Probation and Parole Officers and Probation and Parole Technicians required to have direct contact with offenders.

Section 5. All Adult P & P Officer new hires will be scheduled to for MLEA (P & P Basic) and Basic Firearms training within one year of initial hire. All Adult P & P Officer Technician new hires will be scheduled to for MLEA (P & P Basic) training within one year of initial hire. It is understood MLEA is independent from DoC.

Section 6. The parties agree it would be advantageous for new hires to be assigned to a Field Training Officer (FTO) during their probationary period. The labor-management committee is charged with developing and recommending a training strategy which may include utilization of FTOs where appropriate.

ARTICLE 22

ORIENTATION AND EDUCATION

Section 1. When orientation is provided for new employees, the Employer shall inform the new employee(s) that their position is covered by a collective bargaining agreement, and provide the name of a designated Federation representative who can be contacted by the employee during non-duty hours to provide additional information.

Section 2. All in-service training classes required by the Employer shall be conducted during an employee's normal working hours or the employee will be given compensatory time for required training held during off-duty hours.

Section 3. The Employer may grant per diem and related expenses for educational leave subject to budgetary constraints.

Section 4. Any bargaining unit employee who asks to attend the MCA conference and who is not allowed to attend must be given priority consideration for attendance for the following year. The Employer will pay travel costs, per diem, and registration (except membership fees) for those who attend.

ARTICLE 23
PUBLIC EMPLOYEES & GAME WARDENS RETIREMENT SYSTEM

Section 1. Retirement programs shall operate in full force and effect in accordance with the retirement provisions of Montana Code Annotated.

ARTICLE 24
PAYROLL DEDUCTIONS

Section 1. In addition to the monthly dues deductions authorized in Article 4 of this Agreement, bargaining unit members shall be allowed to authorize the Employer to deduct from their pay checks such amounts that they desire in order to participate in programs that have payroll deduction privileges approved by the State Auditor.

ARTICLE 25
NO STRIKE / NO LOCKOUT

Section 1. The Employer and the Federation agree that during the term of this Agreement that there shall be no strike or lockout except as provided in Article 27.

ARTICLE 26
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 through government decree having the force of law, 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 27
TERM

Section 1. This agreement shall be effective as of the first day of July 2009 and shall remain in full force and effect through the 30th day of June, 2011. By mutual agreement, this contract shall be opened at any time prior to the expiration date. Either party shall notify the other in writing at least 60 days prior to the expiration date that they desire to modify this Agreement. If the Federation gives such notice, it agrees to also notify the Chief, State Office of Labor Relations, Department of Administration, in writing of such requested negotiations, at the same time such notice is given to the agency.

Section 2. The Federation shall have the right to engage in concerted activity after December 31, 2010, for matters pertaining to wages and economic benefits for the 2012-2013 biennium.

Section 3. The Federation and the Employer shall meet for pre-budget negotiations on wages and fringe benefits for the 2012-2013 biennium at the earliest reasonable date.

Dated this 4th day of January 2010

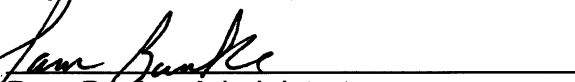
FOR: STATE OF MONTANA



Paula Stoll, Chief
State Office of Labor Relations



Mike Ferriter, Director
Department of Corrections

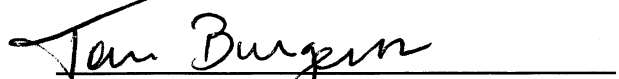


Pam Bunke, Administrator
Adult Community Corrections



Steve Gibson, Administrator
Youth Services

FOR: MONTANA FEDERATION OF
PROBATION AND PAROLE
OFFICERS, LOCAL #4464, MEA-MFT



Tom Burgess, Field Consultant
MEA-MFT



John Frost, President
Local #4464

ADDENDUM A - PAY

Section 1 – Base pay. Pursuant to 2-18-303 MCA (2009) full-time employees whose annual base pay is \$45,000 (\$21.635 per hour) or below will receive a one-time lump-sum payment of \$450 for the first full pay period after July 1, 2009. All part-time employees who are regularly scheduled to work 20 hours or more per week and whose base pay is \$21.635 per hour or less will receive a one-time lump-sum payment of \$225 for the first full pay period after July 1, 2009.

Section 2 – Pay progression. The term “years of service” in the pay schedules means probation and parole service. Pay progression is contingent upon the employee completing a minimum of 40 hours of approved training per year. Employees shall request their annual minimum 40 hours of training no later than 60 days before their anniversary dates. Should training opportunities not exist in any given year; the affected employee will not be barred from an otherwise earned increment change.

Section 3 – Promotion of probation officer technicians to probation officer positions. In the event a PO Tech assumes a PO position, the PO Tech shall enter the probation officer pay schedule at Increment 2 in recognition of the PO Tech’s achievement of MLEA qualifying credentials. In the event a PO Tech assumes a PO position and has substantial experience in addition to MLEA credentials, and if the employee’s base wage as a PO Tech was higher than the base wage at Increment 2 of the Officer pay schedule, the employee shall enter the Officer pay schedule at the lowest increment that would constitute a base wage increase for the employee upon promotion.

Section 4 – Pay Schedule

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

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

Section 5 – Progression between the market and maximum pay rates

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

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

Subsection 2. Compensation

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

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

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

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

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

Subsection 6. Training Tracks

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

Subsection 7. Definition:

Satisfactory Evaluation: This is a yearly evaluation completed by management no later than thirty days prior to the employee's anniversary date where an employee earns a minimum of "meets most standards." Should the employer fail to complete the evaluation within the time frame, the employee's evaluation shall be considered satisfactory.

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

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

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