

SUPPLEMENT TO THE MPEA MASTER

PINE HILLS YOUTH CORRECTIONAL FACILITY Correctional, Security, Kitchen, and Clerical Bargaining Unit

1. Regarding the call in provision of the Master Agreement: the Employer shall not keep an employee beyond the completion of the specific task simply to have the employee present for the minimum guarantee.
2. Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.
3. Personnel files and disciplinary documentation:
 - A. Employees shall have one personnel file which shall be maintained in a central location at the facility.
 - B. The personnel file will contain written material dealing with job performance, such as; written warnings, notices of suspension, and performance evaluations.
 - C. An employee may respond in writing to any written material placed in his/her personnel file, which response may, at the employee's option, become part of said file.
 - D. Disciplinary materials will be removed from the employees personnel file after one year unless:
 1. they relate to client abuse, mistreatment, or neglect in which case they become permanent contents of the employee's personnel file, which can be used only in support of new disciplinary actions related to client abuse, mistreatment, or neglect.
 2. they are being used to support disciplinary actions taken on more recent employee actions or behavior patterns.
 - E. Once removed from the personnel file, letters of caution, consultation, warning, admonishment, and reprimand older than one year may be retained in Employer files other than the individual's personnel file for limited purposes. The Employer may use such retained files to defend itself from litigation.

4. The purpose of the Labor/Management Committee is to address problems, but not to replace the grievance procedure. The Committee will consist of no more than three bargaining unit members, Association representative(s), and Management members. Bargaining unit committee members shall serve on a release time basis. The Committee will meet at a time mutually agreeable to the parties.
5. Prescription glasses or personal clothing which are damaged or destroyed by a juvenile shall be repaired or replaced per the following conditions:
 - A. The incident is reported to the immediate supervisor prior to the end of the shift;
 - B. The incident is verified by the immediate supervisor and approved by the department head;
 - C. A written incident report is filed by the employee within three working days of the incident; and
 - D. This provision is contingent upon facility budgetary constraints.
6. Management Support of Employees. If an employee is charged by a juvenile with improper behavior or a violation of rule or policy, the subject employee shall be notified by management of the charge. If the employee claims innocence, the employee shall be deemed innocent unless evidence is presented which is in opposition to the employee's account. In such an event, the employee shall be entitled to process the matter through the grievance procedure.
7. Inclement Weather. In the event that an obvious weather condition or a natural disaster precludes an employee from arriving at work, such employee may, after giving proper notice to the appropriate management official, be excused from work, and will be given the choice of using accrued and available annual leave or leave without pay for the time missed. Appropriate leave request forms shall be completed as soon as possible upon the employee's return to work.
8. Work Period - A work period shall consist of 40 hours of five consecutive workdays followed by two days off. Alternative work schedules may be arranged with the approval of the superintendent or warden, contingent upon available funding.

Work Week - The work week shall consist of seven consecutive 24-hour periods totaling 168 hours.

Flexible hours of service for non-direct care staff may be implemented through request by the employee and subsequent approval of the Employer.

9. Orientation of New Employees. It is the responsibility of the employer to provide orientation to new employees. Employees have the responsibility to assist in the provision of orientation. The Employer shall provide information on procedures and employee expectancy.
10. Rest Break. Employees shall be entitled to two 15-minute rest breaks during their regular eight-hour shift.
11. Employees who have residents to supervise in their work areas shall be advised as to which staff person is in charge of the resident's case. The employee shall be allowed to discuss the resident with the assigned clinical service representative. Employees shall be advised that they have the right and duty to discuss resident problems, which might affect their work placement.
12. Posting and Vacancies:
 - A. For purposes of this addendum, the MPEA Master (Article 13, Section 3) shall be modified by adding the following: In no case will seniority be given the least weight among these criteria. The weights used for filling particular positions shall be listed as percentages in the job posting.
 - B. For Correctional Officers only (Article 14, Section 2, Subsection 3) shall be modified to read: The posting period shall be five calendar days.
 - C. Employees who have been promoted or have changed shifts should have the right to return to their former position should they decide within two calendar weeks that they do not wish to remain in the new position. An employee may waive, in writing, their right to return to their former position.
 - D. CO shift leaders shall not be required to test or interview for lateral transfer to a vacant CO shift leader position. However, bid for transfer to another CO shift leader position shall be based on seniority within the title. If there is a tie on seniority, seniority shall be based on a unit wide basis.

13. Correctional Officer Shift Bid Book:

- A. The shift/days-off bid book shall be maintained and available to Correctional Officers so they have an opportunity to record their prospective shift and day off preferences. This book will be made available to all shifts and will be kept in a secure area.
- B. Correctional Officers wishing to place a shift/day-off preference can do so by contacting the on-duty shift supervisor. In the presence of the on-duty shift supervisor, a Correctional Officer wishing to place a prospective bid for particular shift/days off shall legibly print his/her name, message phone number, and seniority date at the appropriate place in the shift/days-off bid book. The on-duty shift supervisor will initial the Correctional Officer's entry, along with the date and time. Employees cannot bid for shifts/days-off they hold.
- C. As shift/days-off openings occur, other factors being equal, vacancies will be filled on a seniority basis, from those Correctional Officers who have properly recorded their preferences in the shift/days-off bid book. The Superintendent/designee and an Association representative will be present at the time such selections are made.
- D. No name will be removed from the shift/days-off bid book, unless done and initialed by the employee and the on-duty shift supervisor, except under the following conditions:
 - 1. The Correctional Officer is granted his/her requested bid.
 - 2. The Correctional Officer ceases to be a Correctional Officer.
 - 3. The Correctional Officer refuses to accept the shift/days-off requested.
- E. Notification to successful bidders of their selection is accomplished by leaving a message on the message phone referenced in Subsection B above.

14. First aid kits shall be maintained. Employees shall be advised as to where these kits are stored.

15. Security staff will dispense over-the-counter medications subject to the written or telephone direction of a licensed medical professional.

16. Layoff/Seniority:

Layoffs within a class series shall be done on the basis of seniority. Employees in positions subject to elimination may assert their seniority to bump the least senior employee(s) within the same class in permanent bargaining unit positions for which they are qualified. These least senior employees may then assert their seniority to bump any temporary employees in positions for which they are qualified. Permanent employees who have been laid off will be placed in a layoff pool. Employees within the pool shall have preference for one year from the date of the layoff for recall into a vacant or newly created position for which they qualify in accordance with the Master provision under Article 13, Section 5.

17. Addendum B of the Master Agreement shall be modified to include:

- A. If an informal attempt to resolve disputes should fail, employees shall submit written, dated notice to the immediate supervisor when initiating Step One of the grievance procedure. The immediate supervisor shall then respond in writing to the grieving employee and a copy will be sent to the Association.
- B. When an employee wishes to advance a grievance from Step One to Step Two, he/she must provide the supervisor with a written explanation of why the immediate supervisor's proposed solution was not acceptable.

18. On any day shift or afternoon/evening shift, when no CO shift leader is assigned or on shift, a CO shall be appointed CO shift leader duties and be paid as a CO shift leader for that shift. In all other instances, whenever a bargaining unit member assumes all the responsibilities of a higher graded position for a period of four or more days, they shall be paid the higher rate for the complete period of time.

19. It is understood and agreed that management will monitor the use of sick leave. Individuals who abuse sick leave benefits may be subject to disciplinary action. Doctor's excuses will not be required unless an employee is absent on personal sick leave for three or more consecutive days.

20. It is understood that each employee in the bargaining unit has the general responsibility to monitor and instruct individuals in their charge. However, it is agreed that no employee will be charged with any duties and/or responsibilities that are normally reserved to licensed health care professionals. In no case will employees in the bargaining unit be held responsible for the health of individuals held in the infirmary. This does not release any CO or any other bargaining unit member from any normal, regular care function.

21. Management shall not track the employee's use of state phones for local calls unless there is reason to suspect abuse of state time for personal business.
22. Article 7, Section 9: In-service Training. The two-hour minimum shall not apply when employees are called out to attend training sessions.
23. With management approval, employees may be allowed to trade shifts as long as such does not result in overtime or in a violation of the Fair Labor Standards Act.
24. Management shall make a good faith effort to provide the employees in the unit with in-service and out-service training including Non-Violent Crisis Intervention and Pressure Point Control Tactics and shall provide the employees with a current policy manual on matters which directly affect the employees. Training shall be contingent upon available funding. An agency in-service training committee will be appointed by the superintendent consisting of specific staff persons which shall assist in the development of a training plan.

It is understood and agreed that training needs are a high priority, particularly when associated with new job requirements. Management agrees that such training will occur before new programs are implemented, or as soon thereafter as possible.

25. Vacation requests shall be submitted and granted by two cooperative mechanisms, "annual leave," and "discretionary leave." Each will cover the year, which begins April 1, and ends March 31 of the following year. Management shall respond to annual leave requests by March 31. Each bargaining unit member shall be contacted on a seniority basis to select his or her annual leave. Annual leave requests shall be granted on seniority basis. Annual leave requests may not exceed a total of 15 vacation days which may be taken in two or three blocks of time, and may not exceed 10 scheduled work days within a 14 consecutive calendar day period.

Members with less than 15 years of service or 31,199 leave accelerator hours, may opt for discretionary leave in exchange for one week of bid annual leave. Those members choosing to have discretionary leave days available for use will indicate their choice when bidding annual leave and will be limited to bidding on a total of 10 vacation days. These annual leave days may be taken in one or two blocks of time, and may not exceed 10 scheduled work days within a 14 consecutive calendar day period. Members with 15 years or more of service, or more than 31,199 leave accelerator hours, will bid three weeks of annual leave and the remainder of their annual leave accrual will count automatically toward discretionary leave days.

Discretionary leave shall be granted on a first-come, first-served basis with seniority as the tiebreaker. Employees shall submit a written request for use of annual leave on the approved form at least 11 working days in advance of the first day the affected work week. Management shall respond to written requests with the release of the schedule for the affected work week. Requests submitted less than 11 working days prior to the first day of the affected work week maybe granted contingent upon the needs of the agency. Approved requests for discretionary days will be counted off the member's total annual discretionary leave. Members who have used all of their allotted discretionary leave days for the year may submit requests for leave on a first-come, first-serve bases as outlined below.

Discretionary leave is intended to be used as “incidental” vacation and may not be linked consecutively in order to generate a third or fourth week of vacation. Each bargaining unit member’s available discretionary leave shall be based upon length of service or, in the case of non-consecutive State employment, leave accelerator hours, at the time the member’s annual leave submission is received. In all cases, the total number of discretionary leave days available for use will be determined by the member’s annual leave accrual. In accordance with this procedure, unused discretionary leave days cannot be carried over from one year to the next thereby increasing a member’s available discretionary leave days above the values listed in the table below.

Service Years	Weeks of Bid Annual Leave	Leave Accelerator Hours	Discretionary Leave Days
0-10 years	2	0 - 20,799	05 Days
10-15 years	2	20,800 - 31,199	08 Days
15-20 years	3	31,200 - 41,599	06 Days
20+ years	3	41,600+	09 Days

Other requests for annual leave, including requests from those members who have exhausted their allotted discretionary leave, shall be granted only after any discretionary leave requests have been processed and then on a first-come, first-served basis with seniority as the tiebreaker. Employees shall submit a written request for use of annual leave on the approved form at least 11 working days in advance of the first day the affected work week. Management shall respond to written requests with the release of the schedule for the affected work week. Requests submitted less than 11 working days advance notice prior to the first day of the affected work week may be granted contingent upon the needs of the agency.

26. Excludes Maintenance and Clerical. Meal Period. It is agreed that the free meal and 30-minute meal period are properly calculated as part of the total compensation of an employee. It is further understood that the meal period or the rest break period may be interrupted for service.
27. Correctional Officers Only: In order to rotate and balance overtime opportunities, the Employer shall maintain a seniority list of all Correctional Officers. When overtime is needed, the Employer shall rotate the offer of overtime according to the seniority list. No CO will be required to work two continuous eight-hour shifts unless all call out procedures have been unsuccessful.
28. Maintenance Section Only: When the Employer requires overtime work by maintenance employees, the offer of overtime shall be made on the basis of a seniority list. The employee who works the overtime shall then be moved to the bottom of the list for the next call out. The employee who is called out shall receive overtime pay unless, at the time of the call out, he/she indicates to the supervisor a preference for compensatory time in lieu of overtime pay.
29. Article 7, Section 6 of the Master Contract shall be changed to read: Conditions relative to and governing wages and salaries are contained in Addendum A of the Agreement, which is attached and by this reference made a part hereof as though fully set forth herein.
30. Recreational Specialists are part of the Correctional Officer classification, but with special duties. Their seniority date will be their date of hire and they shall be part of a separate group (recreational) for vacation scheduling purposes only. They will be assigned shifts and duties as determined by PHYCF management. The employees identified in UD 9-2001 shall have their base wage rate increased to the Correctional Officer level.
31. Employees may be allowed to store or consume food and drink in designated areas within control rooms so long as it is at least three feet from control panels or other sensitive electronic equipment and kept in non-spill non-disposable containers with reseal able lids. If an employee spills, he or she is responsible for replacement of damaged equipment.
32. Employees shall be considered as probationary employees during their first six months of continuous employment, during which they may be dismissed with or without case or recourse. The Employer may extend the initial probationary period 30 to 90 days by mutual agreement between the Employer and the Association, when in the judgment of

management an employee may satisfactorily complete the probationary period with a little more time. At the conclusion of the employee's probationary period, or any extension thereof, the employee shall obtain regular full time or part time status.

33. Security Officers are part of the Correctional Officer classification, with special duties and specialized competencies as reflected in their job profile. Their seniority date is their original date of hire and they are to be part of a separate group (security) for vacation scheduling purposes only. They will be assigned shifts and duties as determined by PHYCF management. Security officers will be selected using an in-house recruitment process. Correctional Officers applying for and awarded Security Officer positions and Security Officers applying for and awarded Correctional Officer assignments will serve a two calendar week trial period during which they have the right to return to their former position should they decide they do not wish to remain in the new position. Management reserves the right to evaluate competencies during this same two-week period to determine the employee's fitness for the position. If an employee is deemed unfit through failure to demonstrate necessary competencies, management may deny the transfer and employee will be placed in his/her previous position.

34. Compensatory time:

Those employees wishing to accumulate up to 40 hours compensatory time, when overtime is assigned, shall inform the Human Resources office during the month of January. Compensatory time shall be earned at a rate of one and one-half times for each overtime hour worked. Once 40 hours of compensatory time have been accumulated, subsequent overtime will be paid with the regular payroll. The Employer and the employee shall arrange for the use of compensatory time by mutual agreement and in accordance with Department of Corrections' policy. Compensatory time earned will be recorded in no less than one-half hour increments. Accumulated compensatory time will be carried over from one year to the next and cashed-out upon termination. Under limited special circumstances involving illness or injury, an employee may cash-out accumulated compensatory time upon agreement between the Association and the superintendent/designee.

35. Audio or video surveillance equipment is installed for safety and security purposes. Where evidence warrants further investigation of violations, infractions, or inappropriate behavior, any disciplinary action is subject to the grievance procedure.

36. Pay:

- A. 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.
- B. The broadband pay rates established have been implemented.
- C. Initial placement on the occupational pay range for new hires, promotions, and transfers, will be based upon an analysis of competencies, training, and relevant experience.
- D. Each employee who reaches a new job anniversary date will move to the next scheduled increment so long as they have completed required training that has been scheduled between January 1, 2006 and their job anniversary date. Thereafter, each increment increase will be conditioned upon:
 - 1. Successful completion of the required training as per the career progression plan for that occupation, and
 - 2. Acceptable performance as evidenced by not being on an active performance improvement plan.
- E. An employee on an active performance improvement plan will not be moved to a new increment. Once an employee denied movement successfully completes the disqualifying performance improvement plan he/she shall move to the next increment and begin receiving the new wage rate.
- F. Any employee who does not successfully complete the identified training requirement for progression to the next pay increment, will be denied movement until such time as he/she does complete the requirements unless the failure to complete is a result of the training not being offered, and/or other reason which is no fault of the employee. Employees who fail to meet training requirements will be expected to complete those requirement(s) at the next opportunity after which they will be moved to the next increment and begin receiving the higher rate.
- G. Voluntary and/or involuntary demotions will result in pay adjustments as spelled out in state policy.
- H. Any dispute involving a pay decision related to this (Broadband pay) agreement will be submitted to a Broadband Pay Committee composed of three members chosen by management and three members chosen by the union. That Committee will attempt to resolve the dispute by consensus. Any dispute, for which the Committee

cannot reach a consensus decision, will be processed as a grievance under the contractual grievance procedure and will be initiated at Step 2 of that procedure.

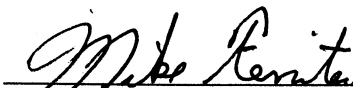
Job Title	Class Code	Band	1 yr. Incr.	2 yr. Incr.	3 yr. Incr.	4 yr. Incr.	5 yr. Incr.	6 yr. Market	Max
Accounting Technician	433313	3	\$10.124	\$10.602	\$11.080	\$11.557	\$12.035	\$12.513	\$14.903
Secretary	436413	3	\$10.270	\$10.784	\$11.298	\$11.812	\$12.326	\$12.838	\$15.405
Correctional Officer	333114	4	\$13.102	\$13.728	\$14.335	\$14.986	\$15.638	\$16.289	\$19.569
Correctional Officer	333113	3	\$12.571	\$13.171	\$13.771	\$14.371	\$14.976	\$15.600	\$18.720
Electrician	472815	5	\$17.853	\$18.746	\$19.638	\$20.531	\$21.424	\$22.316	\$26.780
Food Service Sup/Mgr.	351114	4	\$12.002	\$12.574	\$13.143	\$13.717	\$14.288	\$14.861	\$17.833
Maintenance Worker	499414	4	\$12.541	\$13.139	\$13.963	\$14.316	\$14.938	\$15.561	\$18.673
Warehouse Worker	537633	3	\$10.190	\$10.691	\$11.154	\$11.633	\$12.114	\$12.594	\$15.005

EXECUTED this 30th day of November 2009

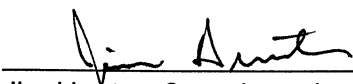
FOR: STATE OF MONTANA



Paula Stoll, Chief
State Office of Labor Relations



Mike Ferriter, Director
Department of Corrections

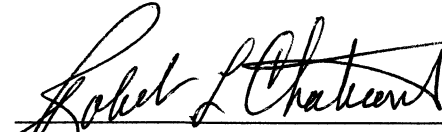


Jim Hunter, Superintendent
Pine Hills Youth Correctional Facility

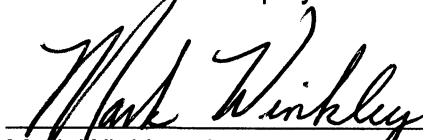
FOR: MONTANA PUBLIC EMPLOYEES ASSOCIATION



Quinton E. Nyman, Executive Director
Montana Public Employees Association



Robert Chatriand, Field Representative
Montana Public Employees Association



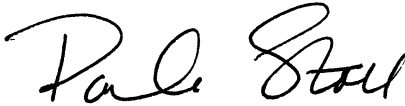
Mark Winkley, Chapter President
Montana Public Employees Association

**Memorandum of Understanding
between
Montana Public Employees Association
Miles City Chapter, Custody Unit
and
State of Montana
Department of Corrections
Pine Hills Youth Correctional Facility**

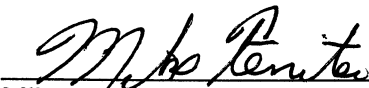
The employer may hire temporary employees to augment existing staff thereby relieving the overtime burden. These temporary employees will not be members of the bargaining unit and will have no obligation under the MPEA Master Agreement's union security provision. Six months after employment of the first cadre of temporary employees, the parties will discuss the status of these temporary employees. Management will first offer unscheduled or unplanned overtime opportunities to the full-time regular staff on the voluntary overtime list before any temporary help is brought in to work.

SIGNED this 30th day of November 2009

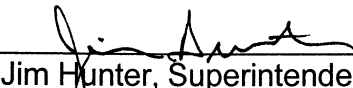
FOR: STATE OF MONTANA



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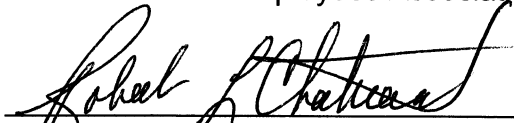


Jim Hunter, Superintendent
Pine Hills Youth Correctional Facility

FOR: MONTANA PUBLIC EMPLOYEES
ASSOCIATION



Quinton E. Nyman, Executive Director
Montana Public Employees Association



Mark A. Langdorf, Field Representative
Montana Public Employees Association



Mark Winkley, Chapter President
Montana Public Employees Association