

# **Main Agreement**

**Between**

**Montana Department of Corrections**

**And**

**Montana Federation of Public Employees**

**DOC Consortium**

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## PREAMBLE

This Agreement is made and entered into this 9/6/2023 by and between the State of Montana, on behalf of the Montana Department of Corrections, hereinafter referred to as the Employer, and Montana Federation of Probation and Parole Local #4464, Montana Federation of Women's Prison Employees Local #4699, Federation of Montana State Prison Employees, Local #4700, Pine Hills Education Association Local #7647, Pine Hills Correctional Association, Local #8527, and Montana Federation of Public Employees (MFPE) hereinafter referred to as the Federation, for the purpose of promoting and improving understanding between the Employer, its employees, and the Federation, relative to: Employer-employee relations; conditions of employment; and to provide a means of amicable and equitable adjustment of any and all differences or grievances which may arise.

## ARTICLE 1 RECOGNITION

**Section 1.** The Employer recognizes the Federation as the sole and exclusive representative of for all employees at Montana Department of Corrections: Montana Probation and Parole, Montana Women's Prison, Montana State Prison, Health Services, Montana Correctional Enterprises, and Pine Hills Correctional Facility, all other employees at those locations who are not supervisory, confidential, or managerial, or are not covered by a separate bargaining agreement.

**Section 2.** The classification job codes and titles shall be defined as stated in the wage scale.

**Section 3.** Whenever new positions are created by adding new classifications or by reclassifying a current position, the Federation will be notified so that any additions or deletions to the classifications listed in the wage scale can be mutually agreed upon prior to their inclusion or deletion.

## ARTICLE 2 FEDERATION RIGHTS AND SECURITY

**Section 1.** Exclusive Rights of the Federation. The rights and privileges of the Federation and its representatives as set forth in this Agreement shall be granted only to the Federation as the exclusive representative, and to no other competing organization.

**Section 2.** Employees covered by the terms of this Agreement shall not be required to become members of the Federation.

**Section 3.** Upon receipt of a written authorization from an employee covered by this Agreement, which may be revoked in writing in accordance with MFPE procedure, the Employer shall deduct from the employee's pay the amount owed to the Federation by such employee for dues. The Employer will remit to the Federation such sums within 30 calendar days. Changes in Federation membership dues rates will be certified to the Employer in writing over the signature of the authorized Federation officer or officers and shall be done at least 30 calendar days in advance of such change.

**Section 4.** The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for dues or the representation assignee.

**Section 5.** In addition to the monthly dues deductions authorized in 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.

**Section 6.** The Federation agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of its compliance with the provisions of this Article.

**Section 7.** Visits by Federation Representatives. The Employer agrees that accredited representatives of the MFPE shall have full and free access to the premises of the Employer at any time during working hours to conduct Federation business so long as the duty function of the employee(s) is not impaired. Prior to entering the premises, Federation representatives must check with the Employer to make their presence known.

**Section 8.** Federation bulletin boards and the State's email system. The Employer shall provide bulletin boards in sizes and at locations mutually agreed upon for use by the Federation to enable employees of the bargaining unit to see notices posted thereon when reporting or leaving their workstations or during their rest periods.

**Section 9.** The Federation shall have the right to utilize the State's e-mail system for the purpose of posting and communicating electronic notices. The Federation will comply with all State policies and practices regarding the appropriate use of electronic communications. Under no conditions shall the bulletin boards or e-mail system be used to promote or oppose political candidates, ballot issues, referenda, or material derogatory to management, other employees, or organizations. If applicable, the Federation may utilize employee mailboxes for communication.

**Section 10.** The Federation may be allowed to use the employer's facilities for Federation meetings contingent upon availability and management approval. The Federation shall be liable for any damages as a result of such use. Management of the building in question shall be notified at least one workday in advance of the time and place of all such meetings.

**Section 11.** The Employer shall ensure 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 12.** Designated Federation representatives shall receive ample opportunity to provide membership information to Federation represented positions during the employee onboarding process. The Employer and the Federation shall work together to ensure reasonable access to the onboarding processes through either in-person presentations or other avenues such as web-based and/or written information, in those situations where in-person orientation does not occur.

**Section 13.** The Federation and the Employer agree that the employer may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-31-201, MCA. The parties further agree that the employer shall direct all newly hired employees and current employees who have questions and concerns regarding Federation membership to contact the Federation designated representatives.

**Section 14.** Temporary employees. Management agrees that the hiring of temporary employees shall not supplant the hiring of permanent employees that such temporary employee help shall be utilized to the extent that budgeted money for such purpose will allow, and that employment in any one instance shall be limited to a period of twelve months or less.

**Section 15.** The Employer, within 30 days of the signing of this Agreement, and every month thereafter, shall present MFPE with a list of names and addresses of all current employees covered by this

Agreement. The Employer will also provide, on a monthly basis, a list of new hires, their addresses, and terminations.

**Section 16.** A written list of the accredited officers, representatives, and shop stewards of the individual bargaining units shall be furnished to the agency director or designee immediately after their election and the agency director or designee shall be notified of any changes of said representatives within seven calendar days.

### **ARTICLE 3 MANAGEMENT RIGHTS**

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

**Subsection 1.** Select and determine the number and types of employees required;

**Subsection 2.** Establish schedules of classification and compensation;

**Subsection 3.** Assign work to employees in accordance with the requirements of the institution as determined by the Employer;

**Subsection 4.** Establish rules, regulations, and procedures, lay-off, suspension, termination, or other employment action;

**Subsection 5.** Make and enforce reasonable rules for the maintenance of discipline;

**Subsection 6.** Establish work schedules and assignments.

**Section 2.** It is agreed and understood that the Employer has the right and duty to formulate, modify, and enforce rules, regulations, and procedures in support of the above management rights. All rules, regulations, and policies of the Department in existence as of the ratification of this contract shall remain in full force and effect, provided that such rules, regulations, and policies are not in conflict with the express terms of this Agreement.

**Section 3.** The retention of these rights does not preclude any employee, or the Federation, from filing a grievance or seeking a review of the exercise of this right in a particular case.

### **ARTICLE 4 NON-DISCRIMINATION**

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

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

**Section 3.** In accordance with the provisions of Chapter 3, Title 49, Montana Code Annotated, "Montana Code of Fair Practices", the Employer shall recruit, appoint, assign, train, evaluate, and

promote its employees on the basis of merit and qualification without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry. The Employer may not enter into any benefit plan such as retirement, pension or insurance plans that may be construed as subterfuges to evade the purposes of the Code.

## **ARTICLE 5 WORK RULES**

**Section 1.** Employees selected by the MFPE as MFPE representatives shall be known as "stewards". The names of employees selected as stewards and the names of other MFPE representatives who may represent employees shall be certified in writing to the Employer by MFPE. Stewards may process grievances and attend due process discipline hearings during working hours without loss of pay (paid release time). Stewards who are on duty shall request time off needed to address grievance problems from their supervisor. The request shall provide the reason for time off and must be approved prior to the steward leaving their post or assignment.

**Subsection 1.** Paid release time shall not be permitted to any steward, except to file or process a grievance already filed or attend a due process discipline hearing to represent the employee. It is understood that only one steward may be on paid release time to process a particular grievance or attend the hearing at a time.

**Section 2.** Discharge, suspension, or other punitive discipline. The Employer shall furnish an employee subject to discharge, suspension, or other punitive discipline (not including oral warnings) with a written statement of the grounds and specific reason(s) for such actions. In addition, the Employer will notify the Federation of the removal of an employee.

**Section 3.** Discipline/discharge - Permanent Employee: The Employer may discipline or discharge an employee with permanent status only for just cause. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such actions and shall, in addition, notify the Federation of the removal of an employee for cause. An employee with permanent status may appeal his/her dismissal, suspension, or other punitive disciplinary action through the grievance procedure.

**Section 4.** Probationary Period: All employees hired after 1 July 2023 shall serve a 12-month probationary period.

**Subsection 1.** For POST certified employees, on a case-by-case basis and only by mutual assent between the Federation, the individual in question and the Employer shall any individual have his/her period of probation extended for 30 days at a time not to exceed an extension of 180 days.

**Subsection 2.** For non-POST certified employees, on a case-by-case basis and only by mutual assent between the Federation, the individual in question and the Employer shall any individual have his/her period of probation extended for 30 days at a time not to exceed an extension of 90 days.

**Section 5.** Termination of Probationary Employee: At any time during the probationary period, an employee may be separated from service with or without cause, and without recourse to the grievance procedure.

**Section 6.** Grievance appeals. An employee may appeal his/her dismissal, suspension, or other punitive discipline through the grievance procedure, except that a probationary employee may be separated from service without recourse to the grievance procedure.

**Section 7.** Personnel Files: No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature 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.

**Subsection 1.** One personnel file shall be maintained for each employee in the Federation. An individual employee's attendance records may be maintained separately from the personnel file and may be reviewed by the employee upon request.

**Subsection 2.** Employees who separate their service will be furnished, upon request, a letter stating their classification and length of service.

**Subsection 3.** Letters of caution, warning, reprimand, or suspension are considered temporary contents of the personnel file of an employee and shall be removed no later than 12 months after they have been placed in the file unless such items are applicable to pending legal or quasi-legal proceedings. Once the 12-month period has passed, such documents will be removed at the employee's written request. Documents left in the file after the 12-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.

**Subsection 4.** Material contained in the personnel file of an employee which does not conform with the provisions of this section will not be used by the Employer in any subsequent evaluation or disciplinary proceeding involving the employee.

**Subsection 5.** An employee that believes material in their personnel file is incorrect shall have the right to appeal for its removal through the grievance procedure. The employee must request in writing to have information removed.

**Subsection 6.** Upon request, an employee may review and obtain a copy of any document in his or her personnel file. A Federation Representative may also review and obtain a copy of any document in an employees' personnel file provided they have written authorization by the employee. 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.

**Section 8.** Employee indemnification. In the event an employee is personally sued as a result of performing his/her work duties, the employee will be indemnified and defended by the Employer in accordance with Section 2-9-305, MCA.

**Section 9.** Representation at Disciplinary Meetings. Employees, at their request, may have Federation representation present at investigatory interviews at which the employee reasonably believes will result in discipline, and if the Employer meets with an employee after an investigatory interview to discuss proposed discipline, the employee, upon request, may have representation present. It is understood that the employee cannot insist on any particular Federation Official but must accept representation from a Federation Official if one is available at the time of the interview or meeting.

**Section 10.** If the employee desires to submit a brief written statement in explanation or mitigation of any remark on the performance appraisal, the statement shall be attached to the performance appraisal in the personnel record.



**Section 11.** Management support of employees. In all cases, the employee shall be considered innocent of any offender complaint or accusation, until proven otherwise. If an employee is charged by an offender with improper behavior or a violation of rule or policy, the subject employee shall be notified by management of the charge. If evidence is presented that the Employer determines has merit, the subject employee shall be notified of the charge, be shown the information, and shall be given the opportunity to refute such at an administrative review. The Employer and MFPE recognize the importance of concluding any investigation in a timely manner.

**Section 12.** No disciplinary action will be taken unless the employee is provided with relevant documentation prior to or during their Due Process (Loudermill) meeting. Any disciplinary action based on an offender complaint may be appealed through the grievance procedure.

**Section 13.** An employee's anniversary date will not change because of a disciplinary suspension.

**Section 14.** Teacher Evaluations

The parties agree that the primary objective of the program to evaluate a teacher's performance is to improve the quality of instruction. Evaluation of teacher performance shall only be done by individuals who shall hold Class III Administrative Endorsements. Teachers shall be evaluated only in their normal teaching situation and their student supervisory responsibilities. A teacher's formal evaluation shall be completed and reviewed no later than April 1 of each year.

## ARTICLE 6 INSURANCE

**Section 1.** Employer Insurance contribution: Member-paid employee health benefit coverage costs for single member will not increase through plan year 2025. The cost of single-member health benefit coverage will be covered by the state share contribution, after the health incentive is applied. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out-of-pocket levels for employee-only coverage will not increase through plan year 2025.

## ARTICLE 7 PAY AND HOURS

**Section 1.** Salaries and wages: Conditions relative to and governing wages and salaries and extraordinary pay rates are contained in the Addenda of this Agreement.

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

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

- a. An employee assigned a provisional appointment will be paid for the time actually worked in a position in a higher pay range in accordance with the rules governing promotions. If the employee is assigned a provisional appointment position, in a pay range the same as or lower than the employee's permanent position, the employee will continue to be paid his/her basic salary rate.
- b. An employee assigned a provisional appointment shall not achieve permanent status in the position in the higher pay range and upon termination of the provisional appointment shall resume his/her permanent position and salary.

**Subsection 2.** Differential. Whenever an employee is assigned added responsibilities and duties of a position with a higher salary grade in addition to his/her normal duties, the employee shall be paid for the time actually worked in the higher salary grade in accordance with the rules governing promotions. An employee assigned to work will be informed at the time of assignment whether s/he will be performing the duties of the higher classification.

**Subsection 3.** Demotions: Whenever an employee is demoted as a result of a classification review or a reorganization of work, the pay plan rules shall apply.

**Subsection 4. Longevity and other pay increases.** Whenever an employee receives a longevity increment, or increase due to promotion, such an increase shall be granted from the first day of the pay period during which such increase becomes effective. Longevity will be paid in accordance with the Montana State Law.

**Subsection 5.** Paydays: Wages due shall be paid at least two times a month to all employees through the normal state payroll system. The payroll will be assumed to be correct and there will be no adjustment required by the Employer unless the employee makes a claim in writing or by email within five days to the payroll office.

**Section 2.** Effective on the first day of the first complete pay period that includes July 1, 2023, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2024, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater.

**Section 3.** Effective the first day of the complete pay period that includes May 1, 2024, the base wage of each Probation Officer shall be increased \$1.00 per hour.

**Section 4.** Effective on the first day of the first complete pay period that includes July 1, 2023, Food Service Technician and Food Service Supervisor Manager code M2102M entry wage shall increase to \$20.74.

**Section 5.** Nothing in this Agreement will preclude any employee from exercising the right to file a classification appeal with the Board of Personnel Appeals.

**Section 6.** Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided for herein or by supplemental agreements and by statute.

**Section 7.** It is understood and agreed that no employee shall suffer a reduction in wages, working conditions, or other benefits previously enjoyed because of the adoption of this Agreement, except for those specifically agreed to under the most recent contract negotiations.

**Section 8.** Compensation - exempt employees: "Exempt" employee, with the exception of certified teachers who do not work in an officially accredited district, 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 provisions:

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

**Subsection 2.** Compensatory time shall be accrued in no less than one-half hour increments.

**Subsection 3.** Compensatory time may be accumulated up to a maximum of 120 hours. Compensatory time off shall be taken at a time mutually agreeable to the Employer and the employee. Unused compensatory time accrued shall not be compensated in cash.

**Subsection 4.** Whenever a lunch period is interrupted for service due to a circumstance which arises unexpectedly, the employee may apply for compensatory time to his immediate supervisor, unless the employee has been provided equal time off later in the workday.

**Subsection 5.** Registered nurses will be compensated at the rate of one and one-half times their regular rate of pay for any time they work over 80 hours in a pay period. With mutual agreement, registered nurses may accrue compensatory time in lieu of overtime at the rate of one and one-half times for all hours worked above 80 in a pay period. Compensatory time may be accumulated to 80 hours.

**Section 9.** On-Call: Except for Probation and Parole, on-call procedures for all employees designated to be on-call will be administered in accordance with DOC Policy 1.3.29. Employees may be allowed to trade on-call designation with the approval of their immediate supervisor. While on-call, employees will receive two hours of compensatory time while on their days off and one hour of compensatory time during working hours.

**Subsection 1.** If an employee is called back to work while on-call, such employee shall be paid two hours' pay whether he/she works two hours or not. When the working period exceeds two hours, the total time worked shall be paid at the overtime rate, unless such call out extends into the employee's scheduled shift, in which case only those hours in excess of the two-hour minimum and in excess of the regular forty-hour work week (excluding the call out time minimum) shall be paid at the overtime rate.

**Section 10.** Riverside Special Needs Unit Workdays and workweeks.

**Subsection 1.** A standard workday for correctional officers, nurses and nursing aides at the Riverside

**Subsection 2.** Special Needs Unit shall consist of twelve consecutive hours of work in any 24-hour period.

**Subsection 3.** Flex Schedules. With mutual agreement between management and the employee, employees at the Riverside Special Needs Unit, including security staff, may flex their work schedules.

**Subsection 4.** Correctional officers, nurses and nursing aides at the Riverside Special Needs Unit shall be paid at a rate of one and one-half times their regular rate of pay for any time they work over twelve (12) hours per day or eighty (80) hours per pay period.

**Subsection 5.** When a vacancy occurs on a shift and there is less than three (3) day notice, the supervisor shall contact employees, in the same job classification, by seniority, greatest to least, to fill the vacancy. The first employee with the greatest seniority who affirmatively responds will be awarded the shift overtime.

**Subsection 6.** When a vacancy occurs on a shift and there is greater than a three (3) day notice, the supervisor shall contact employees, in the same job classification, by seniority, greatest to least, to fill the vacancy. An employee who affirmatively responds to fill the overtime vacancy may be

displaced by a more senior employee within the first twenty-four (24) hours of receiving the overtime offer from the supervisor. After the twenty-four (24) hour period expires there can be no displacing the employee who affirmatively responded to fill the overtime vacancy.

**Subsection 7.** Under no conditions shall an employee be eligible for an overtime shift if acceptance requires the employee to work greater than sixteen (16) consecutive hours.

**Section 11.** Workload, preparation, and Licensure - teachers and vocational instructors.

**Subsection 1.** Teachers and vocational instructors shall be allowed one hour preparation time per day for class preparation. These employees shall not be required to perform shakedown.

**Subsection 2.** All teachers and vocational training instructors shall have the option to request a teacher's aide(s) from the inmate population and in accordance with existing policy shall be involved in the selection process.

**Subsection 3.** All teachers and vocational training instructors requiring periodic certification in the performance of their duties shall be granted leaves of absence in accordance with individual requirements in order to maintain certification.

**Subsection 4.** Upon hire, teachers shall be licensed and certified. Teachers who hold a valid teaching license issued by another state shall have one year from their date of hire to obtain a teaching license issued by the State of Montana. Vocational instructors shall be licensed and certified by the State of Montana no later than three years after their date of hire.

**Section 12.** Overtime: Employees will be compensated according to department policy, and state and federal wage and hour laws.

**Subsection 1.** Employees working an eight- or ten-hour shift will receive overtime for any hours worked over their regular daily shift or over 40 hours in a workweek. Employees working a twelve-hour shift will receive overtime for hours over their daily shift or over 80 hours in a pay period.

**Subsection 2.** If job-related travel time is scheduled for other than the employee's normal workweek, such travel time shall be compensated in accordance with the terms of this section.

**Subsection 3.** Authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing overtime under this section.

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

**Section 13.** Overtime

**Subsection 1.** MSP Correctional Officers: Standard workday - workweek. "Nonexempt" employees, as defined by the Labor Standards Division of the Department of Labor and Industry, State of Montana, shall be paid at a rate of one and one-half times their regular rate of pay for any time they work over 40 hours per week and those in a mutually agreed upon flex schedule, in excess of eight hours in any 24-hour period.

**Subsection 2.** The employer shall not require an employee covered by this agreement to work overtime except as essential to the provision of service, which is defined as a need, if not fulfilled,

that jeopardizes the security, safety and/or the orderly operation of the institution, staff, inmates or public.

**Subsection 3.** This includes the manning of a post that requires post certification.

**Subsection 4.** This provision also includes emergencies, which are unforeseen circumstances, that threaten the safety and security of the public, inmates, employees and/or property.

**Subsection 5.** This Subsection shall supersede Section 14 Subsection 1 of this Article beginning on January 1, 2024.

- a. Standard workday – workweek. “Nonexempt” employees, as defined by the Labor Standards Division of the Department of Labor and Industry, State of Montana, shall be paid overtime at the rate of one and one-half times their regular rate of pay.
- b. Beginning on the first full pay period which includes May 1, 2024, hours worked exceeding the employee’s regular workday shall be paid as overtime.
- c. Beginning on the first full pay period which includes May 1, 2024, employees working an eight- or ten-hour shift, any hours worked over their regularly scheduled shift or 40 in a week shall be paid as overtime.
- d. Beginning on the first full pay period which includes May 1, 2024, employees working a twelve-hour shift, any hours worked over twelve hours per day or 80 hours in a pay period shall be paid as overtime.
- e. Employees hired on or after January 1, 2024, who work a ten- or twelve-hour shift shall not receive overtime for hours worked after the eighth hour to the end of their regular shift.

**Section 14.** Compensatory Time, Non-exempt Employees: Compensatory time shall be earned at a rate of one and one-half times for each overtime hour worked.

**Subsection 1.** With mutual agreement, employees in non-exempt positions may accrue compensatory time.

**Subsection 2.** Compensatory time earned will be recorded in no less than one-half hour increments.

**Subsection 3.** Compensatory time may be accumulated to a maximum of 120 hours. Accumulated compensatory time will be carried over from one year to the next.

**Subsection 4.** Compensatory time can be cashed out at any time. Once requested, compensatory time shall be paid out the next full pay period.

**Subsection 5.** Authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing compensatory time credits under this section.

**Subsection 6.** Compensatory time shall be accrued in no less than one-half hour increments.

**Subsection 7.** Upon termination of employment, employees will be paid out any unused compensatory time at their current rate of pay.

**Subsection 8.** Per pay period employees may choose to receive overtime or compensatory time.

**Subsection 9.** Probation and Parole 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 120 hours of compensatory time.

**Subsection 10.** Unless in conflict with this collective bargaining agreement, compensatory time will be governed by Policy No.: DOC 1.3.8. Employee Time Management. 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.

**Section 15.** Any person hired under federal-funded programs will not automatically attain permanent status should said position become funded by the state. The position must first be posted in accordance with the posting procedure outlined in the recruitment and selection provisions of this Agreement. The Employer shall notify the Federation when an employee is hired under a federally funded program and include the employee's job description and expected length of employment.

**Section 16.** Inmate labor. No bargaining unit position will be replaced by the use of inmate labor.

**Section 17.** Housing lease. Employees who are provided housing will be provided leases for such housing.

## **ARTICLE 8 RECRUITMENT, SELECTION AND PROMOTION**

**Section 1.** There will be a separate bid posting book for the correctional officers at each facility. As such openings occur, they will be filled on a seniority basis, from the roster of those who have previously indicated an interest, by signing the respective book.

**Subsection 1.** No name will be removed from the bid posting book, unless done and initialed by the employee and the supervisor, without first notifying the employee, except under the following conditions:

- a. The employee is granted his/her requested bid.
- b. The employee terminates or is terminated from employment.
- c. The employee transfers out of the Special Needs Unit.
- d. The employee refuses to accept the bid the employee had requested.

## **ARTICLE 9 TRAINING PROGRAMS AND EMPLOYER MEETINGS**

**Section 1.** Training programs. The Employer recognizes that public safety, employee safety, and offender safety can only result if employees receive training for the proper performance of their duties. The Employer therefore agrees to initiate and support appropriate requests for funding to implement and continue appropriate employee training programs. Therefore, the Employer will attempt to provide opportunities to attend professional workshops, conferences, and other appropriate training. Leave for such opportunities shall be subject to administrative approval and shall consider the following:

**Subsection 1.** Relevance of proposed education leave to the needs of the institution and employee in maintaining and enhancing employees' job skills.

**Subsection 2.** Staffing needs such that several requests for education leave on the same day(s) shall not leave the institution unable to meet its basic needs to provide counseling to the inmates.

**Subsection 3.** The leave may be denied if there are insufficient funds at the institution's disposal to provide for the educational leave; recognizing the importance of continuing education, the Employer shall not without cause deny educational leave due to lack of funds.

**Section 2.** Leave for approved workshops and conferences shall be on paid release time. If funds cannot be provided by the Employer for all fees and expenses, the employee may, upon request, be granted release time to attend, with the employee being responsible for all other costs or portions of costs which are not paid by the Employer.

**Section 3.** 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 or overtime for required training held during off-duty hours.

**Section 4.** The Employer may grant per diem and related expenses for educational leave subject to budgetary constraints.

**Section 5.** The employer recognizes it is advantageous to give advanced notice, preferably two weeks, for mandatory training. The employer will make reasonable efforts to provide a two-week notice.

**Section 6.** An employee may be reimbursed for tuition costs of a course taken by the employee, including American Correctional Association correspondence courses, such as correctional officer, correctional supervisor, and food service courses, provided the course is related to the performance of the employee's job, is requested and approved in writing in advance, is successfully completed by the employee, and funding is available for reimbursement.

**Section 7.** MLEA Correction/Detention Officer Basic Course. The Employer will either provide transportation or reimburse mileage pursuant to 2-18-503 MCA at the beginning and conclusion of the Montana Law Enforcement Academy Correction/Detention Officer Basic Course.

**Subsection 1.** Recognizing the positive effect of being able to return home over weekends has on newly hired Correctional Officers and Probation & Parole Officers attending the Montana Law Enforcement Academy (MLEA) Basic, management encourages the use of state vehicles to facilitate this. Personal vehicles will only be used when a state vehicle is not available. Should the employee utilize their personal vehicle, the employer agrees to compensate the employee in the following manner:

- a. Travel time and mileage at the higher rate will be paid to the MLEA Basic and the return home at the conclusion of the MLEA Basic.
- b. Mileage at the lower rate will be paid for trips home at the conclusion of instruction each week. Travel time will not be paid as the employees work week has officially concluded.
- c. All mileage rates will be established according to MCA 2-18-503, MOM Policy Mileage Reimbursement rates.

**Section 8.** Training for Mental Health Therapists, Licensed Addiction Counselors, and Chemical Dependency Counselors: Unpaid educational leave for purposes of obtaining an advanced degree or professional training which is applicable and acceptable into the corrections work environment may be requested by an employee who has completed seven consecutive years of service. Such leave shall be limited to no more than 12 months and, if approved, the employee will be granted reemployment into a like position upon return. Management may require that a temporary replacement, who is qualified to do the work, be available and hired prior to the departure of the requesting employee. If a request is denied, it shall be for good and sufficient reason(s) and such reason(s) shall be provided in writing.

**Section 9.** ACA standards. The Employer recognizes the American Correctional Association (ACA) standards and agrees the standards are worthy goals to attempt to attain. The Employer and Federation agree they will mutually work towards attainable goals as set forth in the ACA standards.

**Section 10.** Specialty officer training. Training and recertification will be mandatory for applicable officer positions requiring such training. The employer will provide practice sessions for tactical training and provide annual recertification or review in the following: first aid, CPR, tactical handcuffing, pressure point control, emergency preparedness, non-violent crisis intervention, cell extraction, ~~taser~~ conducted energy weapons certification, use of force, and chemical agents.

**Section 11.** Employer meetings.

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

**Subsection 2.** Mandatory meetings. A mandatory meeting is one where there may or may not be advance notice, is subject to emergency need and may be held at any time. Mandatory meetings are not subject to refusal by the employee and must be attended unless the employee can show compelling individual circumstances which involve a matter that mandates the employee's attendance elsewhere. Mandatory meetings are subject to the call-out provision of the Agreement.

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

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

## ARTICLE 10 ANNUAL VACATION LEAVE

**Section 1.** Annual Leave (Vacation). Employees shall be granted annual leave in accordance with state laws.

**Subsection 1.** Calculating annual leave credits. Each full-time employee is entitled to and shall earn annual vacation leave credits from the first pay period of employment. For calculating vacation leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. Vacation leave credits shall be earned in accordance with the following schedule:

- a. From one full pay period through 10 years of employment at the rate of 15 working days for each year of service;
- b. After 10 years through 15 years of employment at the rate of 18 working days for each year of service;
- c. After 15 years through 20 years of employment at the rate of 21 working days for each year of service;
- d. After 20 years of employment at the rate of 24 working days for each year of service.

**Subsection 2.** Current vacation requests by the employees converted to four 10-hour workdays will be honored and may be charged by the employee to agree with new regular days off assigned. A



singular day requested vacation leave would use 10 hours of vacation leave if the employee was absent for a full day.

**Section 2.** Temporary, seasonal, and permanent part-time employees are entitled to prorated annual vacation benefits provided they work the qualifying period.

**Section 3.** Qualifying period, Employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months.

**Section 4.** Accumulation of leave, Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from December 31st of the year in which the excess was accrued.

**Section 5.** Split vacations. Vacations may be taken on a split vacation basis. Vacation time may be taken on a single day basis, provided there is sufficient staffing on duty and if a vacation time off slot is available. Single day vacation requests will be reviewed on a first-come, first-served basis.

**Section 6.** Limitation on charging for vacation leave. If a holiday occurs during the period in which vacation is taken by an employee, the holiday shall not be charged against the employee's annual leave.

**Section 7.** Lump sum payment upon termination. An employee who terminates his/her employment with the State, for reason not reflecting discredit on himself/herself, shall be entitled, upon the date of such termination, to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period.

**Section 8.** If an employee transfers between agencies, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

**Section 9.** If an employee voluntarily or by request transfers from one shift to another, s/he shall not be entitled to retain previously requested and approved annual leave dates.

**Section 10.** If an employee is transferred by the Employer from one shift to another (excepting those resulting from disciplinary action), s/he shall be entitled to retain previously requested and approved annual leave dates.

**Section 11.** Transfers during Six-Month Probationary Period. Such transfers shall be excepted from the definition of being employer-initiated and considered voluntary. Employees may request annual leave dates during their probationary period but are not entitled to leave nor to any request date until after completion of the six-month probationary period.

**Section 12.** All vacation dates are subject to the requirements of service.

**Section 13.** Extension of regular vacation. One additional week of vacation without pay may be used to extend regular vacation, with proper notification and prior approval of employee's immediate supervisor.

**Section 14.** 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.

## ARTICLE 11 SICK LEAVE

**Section 1.** The following are applicable excerpts from the sick leave regulations issued in compliance with state laws. Definitions applicable are as follows:

**Subsection 1.** "Break in service" means a period of time in excess of five working days when the person is not employed and that severs continuous employment.

**Subsection 2.** "Continuous employment" means working within the same jurisdiction without a break in service of more than five working days or without a continuous absence without pay of more than 15 working days.

**Subsection 3.** "Full-time employee" means an employee who normally works 40 hours a week.

**Subsection 4.** "Part-time employee" means an employee who works less than 40 hours a week.

**Subsection 5.** "Permanent employee" means an employee who is assigned to a position designated as permanent on the appropriate list of authorized positions referenced in 2-18-206, MCA, and approved as such in the biennium budget.

**Subsection 6.** "Seasonal employee" means a permanent employee who is designated by the Employer as seasonal, who performs duties interrupted by seasons, and who may be recalled without the loss of rights or benefits accrued during the preceding season.

**Subsection 7.** "Sick leave" means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family. Sick leave may also be used for injury, medical disability, maternity related disability, including prenatal care, birth, miscarriage, abortion, or other medical care for either employee or child, quarantine resulting from exposure to contagious diseases, medical, dental, and eye examination or treatment, or the necessary care and attendance of a member of the employees' immediate family for the above reasons. Sick leave may also be used for the funeral attendance of an immediate family member or, at the agency's discretion, the funeral attendance of another person.

**Subsection 8.** "Temporary employee" means an employee who 1) is designated as temporary for a definite period of time not to exceed 12 months; 2) performs temporary or permanent duties on a temporary basis; 3) is not eligible for permanent status; 4) is terminated at the end of the employment period; and 5) is not eligible to become a permanent employee without a competitive selection process.

**Subsection 9.** "Transfer" means a change of employment from one agency to another in the same jurisdiction without a break in service of more than five working days.

**Subsection 10.** "Immediate family" means and includes employee's spouse and any member of the employee's household, or any parent, child, grandparent, grandchild, or corresponding in-law.

**Subsection 11.** "Emergency sick leave" means a necessary absence due to: the illness of a member of the employee's immediate family requiring attendance of the employee until professional or other attendance can be obtained; or the death of a member of the employee's immediate family.

**Subsection 12.** "Short-term worker" means a person who:

- a. is hired for an hourly wage established by the Employer;

- b. may not work for the Employer for more than 90 days in a continuous 12-month period;
- c. is not eligible for permanent status;
- d. may not be hired into another position by the Employer without a competitive selection process; and
- e. is not eligible to earn the leave and holiday benefits provided in 2-18-600, MCA, or the group insurance benefits provided in 2-18-700, MCA.”

**Section 2.** Calculation

**Subsection 1.** Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated.

**Subsection 2.** Employees working 10 or 12-hour shifts shall earn sick leave credits at a rate not to exceed 96 hours for each year of service. Further, sick leave is earned at a rate of eight hours per month and on a singular day’s usage that 10 or 12 hours of sick leave would be applied if the employee was absent for a full day.

**Section 3.** Qualifying period.

**Subsection 1.** Employees must work continuously for 90 calendar days before they qualify to use earned sick leave or are eligible for a lump-sum payment for unused sick leave credit. Full-time temporary and seasonal employees and permanent part-time employees are entitled to sick leave benefits provided they work the qualifying period.

**Subsection 2.** An employee who becomes ill in the first 90 days of employment may, after the 90th day of employment, request that any leave of absence without pay granted during the first 90 days for the purpose of any verified illness be reimbursed at his/her current rate of pay up to the amount of any accrued sick leave then credited to the employee's account.

**Section 4.** Eligible employees are entitled by law to receive a lump sum payment upon termination equal to one-quarter the pay attributed to the unused sick leave accrued ~~after July 1, 1971~~. The computation of the value of the unused sick leave is based on the employee's salary rate at the time of termination of employment. Employees cannot get a lump sum payment upon termination if they go to work for another state agency at any time before their accumulated vacation credits plus the statutory five days break in service time has elapsed. Employees shall not be credited with sick leave for which they have previously been compensated.

**Section 5.** When an employee transfers or is transferred between state agencies, s/he shall not be entitled to lump sum payment for accrued sick leave credits. In such a transfer, the receiving agency shall assume the liability for the accrued sick leave credits earned ~~after July 1, 1971~~, and transferred with the employee.

**Section 6.** Other uses of sick leave:

**Subsection 1.** Medical and dental appointments may be charged to sick leave, provided the minimum time charged is not less than one hour. Each absence shall be reported separately and authorized in advance by the employee's immediate supervisor.

**Subsection 2.** The term "emergency sick leave" is used in order to make a clear differentiation between sick leave used by an employee for personal illness and sick leave used for a family emergency. Family emergencies are unpredictable and beyond the control of the employee and for

that reason are charged against sick leave rather than vacation time or leave without pay. The agency has discretion in determining the amount of time chargeable based on the circumstances of each situation.

**Subsection 3.** Sick leave taken over a holiday may not be charged to an employee's sick leave for that day.

**Subsection 4.** In the event an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status.

**Section 7.** 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.

**Section 8.** An employee may not accrue sick leave credits while in a leave-without-pay status.

**Section 9.** Notification of absence for custody personnel because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to ensure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absence in excess of one shift without receipt of proper notification to the Employer from the employee may constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee. In cases where employees are performing functions that will require a replacement, said employees will, if possible, notify Management of their absence at least one hour in advance of the beginning of the employee's shift.

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

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

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

**Section 13.** Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

**Section 14.** With management approval, an employee may also use sick leave upon the death or serious illness of another person.

**Section 15.** 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.

#### **ARTICLE 12 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. Leave without pay shall generally be limited to no longer than 12 calendar months.

**Subsection 1.** Leaves of absence for up to 12 months shall be submitted to the appropriate Bureau Chief/Warden/Superintendent for approval. Leaves of absence in excess of 12 months shall be submitted to the DOC Director for approval.

**Subsection 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.

**Subsection 3.** The Employer shall approve or disapprove the request. If the request is denied, a reason shall be provided.

**Subsection 4.** Employees who are granted leave without pay shall be informed in writing of the conditions under which the leave is approved.

**Section 2.** Employees on leave 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 nine 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.

**Section 3.** An employee returning from an extended leave shall be restored to his/her position or to a position of like nature, seniority, status, and pay.

#### **ARTICLE 13 UNAUTHORIZED LEAVE**

**Section 1.** Whenever an employee is absent from work without a reason or permission, s/he may be placed on temporary suspension without pay for not more than three days unless his/her supervisor recommends release or reinstatement. Unauthorized leave will be deducted from pay.

**Section 2.** The employee may have justification; if so, s/he must state this in writing to his/her supervisor prior to returning to work. Unauthorized leave subsequently justified to the Employer may be charged to time earned or as a deduction from pay by request of the employee.

**Section 3.** 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.

#### **ARTICLE 14 MILITARY, JURY AND WITNESS DUTY AND EDUCATIONAL LEAVE**

**Section 1.** Military: Employees shall be granted military leave in accordance with the following provision:

**Subsection 1.** Any permanent employee who has been employed for six months or more and who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps of forces of the United States Army, Navy, Marine Corps, Air Force, Space Force or Coast Guard will accrue leaves of absence with pay for attending regular encampments, training cruises, and similar training programs not to exceed 15 working days per calendar year.

**Subsection 2.** Military leave may be used only for performing military service under military orders properly issued by military authorities.

**Subsection 3.** 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.

**Subsection 4.** Such absence will not be involuntarily charged against other leave credits earned by the employee.

**Section 2.** Jury and Witness: An employee under proper summons to serve as a juror or witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due to the employee from his/her Employer. However, if an employee elects to charge his/her witness time off against his/her annual vacation leave, he/she shall not be required to remit his/her witness fees to his/her Employer. In no instance is an employee required to remit to his/her Employer any expense or mileage allowance paid him/her by the court.

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

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

**Section 3.** Education leave (non-teaching staff). Any employee who gives evidence of being able to become more useful to the Department of Corrections if s/he obtains further professional may be granted an education leave with the employer's approval.

**Section 4.** Educational Leave Teachers and Vocational Instructors ("Teachers") Teachers shall be granted a leave of absence without loss of salary for educational purposes. Such leave shall be requested by the employee and subject to the approval of management as to the appropriateness of the education to the mission of the agency with the understanding that minimum staffing needs must be met.

**Subsection 1.** Requests shall be made sufficiently in advance to provide for adequate management planning. Management will make every attempt to equalize the availability of state funded attendance at workshops, seminars, and/or conferences, which are pertinent to the teacher's assigned area.

**Subsection 2.** The Employer recognizes the importance of providing training for teachers in areas such as first aid, CPR and alcohol and drug abuse dependency and will provide training in these areas.

**Subsection 3.** When the institution requires teachers to take courses, workshops, or other training, the State shall reimburse the teacher the tuition and fees of such courses. This shall not apply to courses required to maintain certification or to advance on the wage scale.

**Subsection 4.** Extended Education Leave. Unpaid, extended educational leave may be available depending upon the needs of the institution. A teacher requesting unpaid educational leave shall present the justification for leave including the beginning and ending dates, in writing to management, at least four months prior to the requested leave date.

- a. Management may grant such leave contingent upon:
  - i. Relevance of proposed education leave to the needs of the institution and employee in maintaining and enhancing the employee's job skills, with the understanding that preference will be given to;
  - ii. teachers renewing certificates.
  - iii. teachers accepted into graduate programs.
  - iv. Staffing needs, such that several requests for educational leave on the same day(s) shall not leave the institution unable to meet its basic needs.
  - v. If a teacher's certification is in jeopardy because multiple requests for leave have been denied, the institution will guarantee that, prior to the loss of certification, a leave will be granted.
  - vi. The status of teachers on extended leave in regard to placement on the wage scale and other factors related to length of service is not to be reduced because of the absence. Employees on such leave may self-pay insurance premiums during an extended leave.
  - vii. A teacher returning from an extended leave shall be restored to his/her teaching position or to a position of a like nature, seniority, status and pay.

## **ARTICLE 15 MATERNITY / PARENTAL LEAVE**

**Section 1.** The Employer may not:

**Subsection 1.** Terminate a woman's employment because of her pregnancy;

**Subsection 2.** Refuse to grant to the employee a reasonable leave of absence for such pregnancy;

**Subsection 3.** 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;

**Subsection 4.** 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 16 HOLIDAYS**

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

New Years Day .....	January 1
Martin Luther King, Jr. Day .....	Third Monday in January
President’s Day .....	Third Monday in February
Memorial Day .....	Last Monday in May
Independence Day .....	July 4
Labor Day .....	First Monday in September
Columbus Day .....	Second Monday in October
Veteran's Day .....	November 11
Thanksgiving Day .....	Fourth Thursday in November
Christmas Day .....	December 25

**Subsection 1.** Each full-time employee is entitled to one floating holiday each calendar year. Each part-time employee is entitled to one floating holiday each calendar year that must be calculated proportionately to the floating holiday allowed to a full-time employee. An unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to employees on termination of employment. Short-term workers or student interns may not receive a floating holiday.

**Subsection 2.** In addition to the above, any day or days added by the State Legislature as paid legal holidays for state employees will be granted; and any day or days repealed by the State Legislature shall cease to be granted.

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

**Section 3.** Columbus Day. Employees may flex the Columbus Day holiday to the day of their choosing, with approval of the employer, to any day prior to the cash-out date in March of the following year. This section excludes those employees working in twenty-four-hour security positions and twenty-four-hour clinical positions.

**ARTICLE 17 LABOR-MANAGEMENT RELATIONS COMMITTEE**

**Section 1.** The Employer and the Federation agree to the establishment of a Labor-Management Relations Committee. There will be a labor relations committee established at both the divisional and regional/facility levels. 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.

**Subsection 1.** Each committee will meet at least twice annually. 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/facility meetings will be held at a pre-designated location. Training regarding LMC’s will be encouraged at both levels for participants on a yearly basis.



**Subsection 2.** 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 representative presidents, plus one Federation representative.

**Subsection 3.** Each regional/facility committee will be composed of at least two members chosen by Management, and at least two members chosen by the bargaining unit president.

**Section 2.** 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 the five bargaining unit members.

**Section 3.** 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 4.** 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.

## **ARTICLE 18 GRIEVANCE AND ARBITRATION**

**Section 1.** Having a desire to create and maintain harmonious labor relations, the parties to this Agreement agree they will promptly attempt to settle or adjust all complaints, disputes, controversies, or other grievances (hereinafter termed grievances) arising between them involving questions of interpretation, application or alleged violation of terms and provisions of this Agreement. In order to ensure that grievances are resolved as quickly as possible, the following procedure shall be used:

**Step 1.** A grievance shall first be taken up informally with the employee's immediate supervisor within 15 working days after the employee or Federation officer of the bargaining unit knew or should have known the facts which give rise to the grievance. Should the immediate supervisor be partially or materially the subject of the grievance, then the employee shall take the informal grievance to the next level in the chain of command. In the situation of MSP correctional officers, the shift captain shall be considered the next level in the chain of command. The supervisor shall discuss the grievance with the employee and/or Federation steward, and shall respond in writing to the employee, Federation president or president's designee, within 15 working days.

**Step 2.** If the grievance is not resolved at Step 1, then the grievance shall be presented in writing to the Warden, or Bureau Chief, whichever is appropriate, or their designee, within ten 15 working days of receipt of the Step 1 response. The Warden, or Bureau Chief, or his/her designee shall respond in writing to the employee, the president or president's designee, and MFPE within 15 working days of receipt of the grievance.

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

**Step 3.** If the grievance is not resolved at Step 2, or if the grievance has been subject to a due process hearing with a final resolution that is adverse to the grievant, then the grievance may be presented in writing to the Director of the Department of Corrections, or their designee, within

15 working days of receipt of the Step 2 response or written notification of the Warden's, or Bureau Chief's disposition. The Federation may request a meeting with the Director. The Director, or their designee, shall respond in writing to the employee, the president or president's designee, and MFPE within 15 working days of receipt of the grievance.

**Step 4.** Should the Federation consider the decision of the Director to be unsatisfactory, the Federation shall, within 15 working days of receipt of the decision, notify the Director and the Chief of the State Office of Labor Relations of its decision to take the grievance to mediation. If there is a cost associated, the parties will equally share the costs. Timelines for the grievance process will be extended until the mediation is complete, final, and a decision has been rendered.

**Step 5.** Should the Federation and MFPE consider the decision of the Director (absent mediation) or mediation to be unsatisfactory, the Federation shall, within 15 working days of receipt of the decision, notify the Director and the Chief of the State Office of Labor Relations of its decision to take the grievance to final and binding arbitration.

**Section 2.** Rules governing grievance and arbitration processing.

**Subsection 1.** Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step. Working days are Monday through Friday, excluding holidays.

**Subsection 2.** Grievances submitted at Step 2 shall have the approval of the local Federation leadership.

**Subsection 3.** The Employer will provide copies of all written grievance responses to the local president or their designee.

**Subsection 4.** A grievance not filed or advanced by the grievant within the time limits provided shall be considered to be withdrawn; however, a grievance that is a recurring grievance may be refiled by the employee. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to the next step.

**Subsection 5.** 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.

**Subsection 6.** When the grievance is presented in writing, there shall be set forth all of the following:

- a. The name of the grievant(s).
- b. A complete statement of the grievance and facts upon which it is based.
- c. The rights of the individual claimed to have been violated and
- d. The remedy or correction requested.

**Subsection 7.** If a grievance is missing any of the required information listed in part E, the grievance will not be immediately accepted by the employer. The grievant will then have the remainder of the timeframe from the current grievance step, or an extension of three business days, whichever is greater, to make the appropriate corrections and resubmit.

**Subsection 8.** Those employees desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing

a grievance under the provisions of this contract may not pursue the same grievance under another procedure.

**Subsection 9.** In the event of a classification related grievance, the statutory classification appeal route shall be followed wherein the grievance may be submitted to the Board of Personnel Appeals for final resolution. Where a question arises as to whether the matter falls under the jurisdiction of the board or could possibly be arbitrated, the matter shall be referred to the board for a decision.

**Subsection 10.** Representatives of MFPE may enter into the grievance at any step of the procedure.

**Section 3.** Rules governing arbitration.

**Subsection 1.** Selection of an arbitrator. The parties shall request a list of five arbitrators from the Board of Personnel Appeals and alternately strike names from the list provided by the board. The remaining name shall serve as the arbitrator.

**Subsection 2.** 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.

**Subsection 3.** The arbitrator may not add to, subtract from, or modify the terms of the Agreement.

**Subsection 4.** During the processing of any matter under this or preceding steps, the Association agrees not to strike due to the grievance and the Employer agrees not to lock out employees represented by the Association due to the grievance.

**Subsection 5.** Any failure or refusal to abide by the terms of this grievance and arbitration procedure shall constitute a waiver by the party who breaches the Agreement, of the rights and constraints created by the above grievance and arbitration clause.

**Subsection 6.** Neither party shall be permitted to assert in the arbitration proceeding any additional issue, which was not submitted to the other party by Step 3 of the grievance procedures.

**Subsection 7.** No reprisals of any kind will be taken by the Employer against any person because of participation in this grievance procedure.

**Subsection 8.** Any hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present without loss of pay, including any and all witnesses. Discussion in the handling of a grievance, formally or informally, shall take place whenever possible during contractual hours.

**Subsection 9.** Regarding teachers, management shall not be required to excuse more than three teachers from the classroom simultaneously under this part.

**ARTICLE 19 HEALTH, SAFETY AND WELFARE**

**Section 1.** Both the employer and the Federation affirm their commitment to cooperate in the maintenance of a safe and healthful working environment. To this end, any employee's complaint of a health or safety nature shall be referred to Human Resources which shall attempt to resolve the complaint.

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

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

**Section 4.** Local Safety or LMC committee. A local safety or LMC committee including at least two Federation representatives will be responsible for reviewing accidents and potentially unsafe working conditions. The committee will attempt to determine the cause of accidents and identify unsafe working conditions and will make recommendations to management concerning accident prevention. The appropriate committee will periodically recommend updates and revisions to the safety equipment list.

**Section 5.** The employer shall provide and maintain a number of conducted energy weapons and equipment to safely operate the facility and to accommodate multiple transports and supervision of offenders off the facility grounds and other facility need as necessary. Each officer providing supervision of an offender off site shall be given the option to carry a conducted energy weapon. At a minimum, one officer providing transport for offenders off site shall carry a conducted energy weapon (Taser).

**Section 6.** Unsafe Working Conditions: It is the responsibility of the employee to report any unsafe working conditions to his/her immediate supervisor, who has the responsibility to investigate the report and see that all efforts are made to remedy the conditions. The investigation will begin within five working days whenever possible. In order to provide a safe and secure environment the employer shall provide two-way radios and telephones as needed on a check-out basis.

**Section 7.** Workers Compensation Insurance. The Employer shall carry Workers Compensation insurance on all employees. Employees must, within 24 hours, report in writing all personal injuries received in the course of employment to their immediate supervisor. The Employer will ensure that first aid kits are maintained in each work area.

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

**Section 8.** It is agreed that an employee who is not certified, licensed, trained, or similar will not be individually tasked with any duty or responsibility normally reserved for or generally expected of someone with a certification, license, training, or similar that enables or authorizes them to perform that duty or responsibility.

## **ARTICLE 20 LOSS OF PERSONAL PROPERTY**

**Section 1.** During the course of emergency situations, minor and major incidents, personal items and clothing are sometimes damaged, destroyed or soiled. In situations such as this, the employer will

arrange for cleaning, repair or replacement as required. Personal items allowed under this category are the same items which, in fact, are needed for duty, include and are limited to:

**Subsection 1.** Correctional officers - Uniform shirt, uniform tie (optional), uniform belt, shoes, prescription glasses necessary for corrective vision, prosthetic devices not covered by industrial accident or other coverage in which the employer participates, and all state issue items.

**Subsection 2.** All other staff - Regular work clothing, shoes, prescription glasses necessary for corrective vision, prosthetic devices not covered by industrial accident or other coverage in which the employer participates, and all state issue items.

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

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

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

## **ARTICLE 21 PROBATION AND PAROLE TASK FORCES**

**Section 1.** The parties agree to the following procedures regarding the establishment and organization of task forces working in conjunction with federal, state, and local law enforcement agencies.

**Subsection 1.** Probation Officers chosen to serve on the task force shall be members of the bargaining unit represented by the union.

**Subsection 2.** Probation Officers shall serve on the task force for a period of up to three years.

**Subsection 3.** It is the philosophy of the parties that the task force position should rotate every three years to qualified officers. Should at the end of the three-year term no applicants apply, or it is determined by the employer that the applicants are not suitable for the task force, then the current task force Probation Officer may reapply for a successive three-year term.

**Subsection 4.** Task force officers will return to their previous position at the end of the three-year term.

**Subsection 5.** Within the three-year term should the employer feel the task force officer has been inappropriately placed on the task force, the employer may return the officer to their previous position and reopen the task force position.

**Section 2.** Recruitment and Selection:

**Subsection 1.** The employer will advertise open task force positions for a period of not less than ten (10) business days.

**Subsection 2.** Task force positions will be available only to those Probation Officers working in the office which has a task force agreement with the law enforcement agency that has oversight.

**Subsection 3.** Probation Officers interested in serving on the task force shall write a letter of application and submit the letter to their Deputy Chief.

**Subsection 4.** Applicants must have a minimum of four years' experience as a Probation Officer with the Department of Corrections.

**Subsection 5.** Applicants will not be considered if they are under discipline or on a plan of improvement.

**Subsection 6.** Applicants must be in compliance with all department required training.

**Subsection 7.** Applicants may be required to complete validated physical abilities testing, due to the law enforcement deputized and physical nature of task force assignments.

**Subsection 8.** Applicants will be interviewed by a team composed of the employer's management for that office and representatives from the law enforcement agency with oversight of the task force.

**Subsection 9.** Probation Officers chosen to serve on the task force shall be by a joint decision of the employer and the law enforcement agency with oversight of the task force.

**Subsection 10.** Should no applicants apply for a newly created task force position, the employer may assign a Probation Officer to the task force. However, the employer cannot require the officer to work more than forty (40) hours per week.

**Section 3.** FBI Task Force. The parties agree to the following procedures regarding the establishment and organization of task forces working in conjunction with the Federal Bureau of Investigation.

**Subsection 1.** Probation Officers chosen to serve on the task force shall be members of the bargaining unit represented by the union.

**Subsection 2.** Probation Officers shall serve on the task force for a period of up to five years.

**Subsection 3.** Task force officers will return to their previous position at the end of the five-year term.

**Subsection 4.** Within the five-year term should the employer feel the task force officer has been inappropriately placed on the task force, the employer may return the officer to their previous position and reopen the task force position.

**Subsection 5.** The five-year term of a task force officer shall commence on the date when the officer is deputized for Title 21.

**Subsection 6.** Task force officers who are serving on a task force on July 1, 2023, were deputized prior to July 1, 2023, and have served less than three years on the task force, will serve a five-year term commencing on the date they were deputized for Title 21.

**Subsection 7.** Task for officers shall not serve more than one term during their employment with the Department of Corrections.

**Subsection 8.** Recruitment and Selection:

- a. The employer will advertise open task force positions for a period of not less than ten (10) business days.
- b. Task force positions will be available only to those Probation Officers working in the office which has a task force agreement with the Federal Bureau of Investigation.
- c. Probation Officers interested in serving on the task force shall write a letter of application and submit the letter to their Deputy Chief.
- d. Applicants must have a minimum of four years' experience as a Probation Officer with the Department of Corrections.
- e. Applicants will not be considered if they are under discipline or on a plan of improvement.
- f. Applicants must be in compliance with all department required training.
- g. Applicants may be required to complete validated physical abilities testing, due to the law enforcement deputized and physical nature of task force assignments.
- h. Applicants will be interviewed by a team composed of the employer's management for that office and representatives from the law enforcement agency with oversight of the task force.
- i. Probation Officers chosen to serve on the task force shall be by a joint decision of the employer and the law enforcement agency with oversight of the task force.
- j. Should no applicants apply for a newly created task force position, the employer may assign a Probation Officer to the task force. However, the employer cannot require the officer to work more than forty (40) hours per week.

## **ARTICLE 22 STIPENDS AND DIFFERENTIAL PAY**

**Section 1.** Probation and Parole: The Montana Physical Abilities Test (MPAT) will be the standard used to gauge physical fitness levels of Probation and Parole Officers. Participation is voluntary, officers will have the opportunity to complete the test three times in the first year and then once a year thereafter.

**Subsection 1.** Officers may participate in the MPAT three times in the first year and then once annually thereafter.

- a. It will be the responsibility of each officer to schedule the date and time they will run the MPAT. Officers will go directly through their immediate supervisor when scheduling their test.
- b. Participation in the MPAT will be done in an on-duty status. Officers will be compensated for driving to and from the test, as well as for time incurred at the test site.

- c. Officers who are in probationary status will not be allowed to receive compensatory time for the MPAT.
- d. Bureau Chiefs or their designee will be responsible for scheduling testing opportunities.

**Subsection 2.** After completion of the MPAT, officers will be compensated by receiving compensatory time. The incentive matrix for voluntarily completed MPAT is as follows.

<u>MPAT Completion Time</u>	<u>Comp Time Award</u>
<u>4 minutes 45 seconds or less</u>	<u>40 hours</u>
<u>5 minutes 45 seconds or less</u>	<u>30 hours</u>
<u>6 minutes 45 seconds or less</u>	<u>20 hours</u>
<u>7 minutes 45 seconds or less</u>	<u>10 hours</u>
<u>7 minutes 45 seconds or more</u>	<u>0 hours</u>

- a. Compensatory time must be used prior to July 1.
- b. Compensatory time may not be rolled over from year to year, but the deadline for using the compensatory time may be extended on a case-by-case basis in a fashion similar to excess vacation time usage.
- c. Compensatory time may not be converted to cash. If it is not used, it will be forfeited.
- d. Bureau Chiefs along with their Deputies, will monitor their respective officers to ensure any compensatory time earned is used prior to July 1.

**Subsection 3.** 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.

**Subsection 4.** On Call. Employees who volunteer and are assigned to be a part of the on-call program will be provided with a stipend for participation. The stipend will offer a maximum of \$270 per week or \$38.57 per day.

**Section 2.** Probation and Parole: Performance Advancement Wage Scale (PAWS).

**Subsection 1.** Path A: Goal Setting process \$0.25 per hour.

- a. During the annual evaluation process, Employee will set a training goal.
  - i. Training should be position relevant such as trauma informed care, domestic violence, human trafficking, leadership trainings, cross agency training, suicide awareness, drug identification, substance abuse, medically assisted treatment, mental health, writing classes, public speaking, proficient in software, and effective communication. Or other training with management approval. (Many of these are or can be POST certified training)
- b. Training should be a minimum of four hours (cumulative) and related to performance goal. This is in addition to the statutory training.
- c. The employee will set their goals.



- d. During the following year's evaluation process, using the TALENT system, the employee through self-evaluation will articulate how they implemented the training learned with their current role. The supervisor and employee will then use the TALENT system to complete the evaluation and move forward with the compensation process.
- e. PAWS compensation will start the first pay period after the completion of the evaluation. It will be received on an hourly and continuous basis.
  - i. No compounding goals.
  - ii. Employees can change their goal each year or continue with the same training goal with different training to maintain the differential pay.
  - iii. If employees choose not to set training goal, the money goes away.
- f. Limit one training goal per evaluation.

**Subsection 2.** Path B: POST certificates

- a. One-time amount intermediate certificate \$1000
- b. One-time amount for advanced certificate \$2000
- c. One-time amount for Instructor Certificate \$500

**Subsection 3.** Path C: Extra Duties \$0.75 per hour.

- a. Extra job duties will be assigned through the selection process outlined in this agreement. If there are no other applicants, the person currently in that role has the option to continue.
- b. Extra duties will receive compensation on an hourly basis for the duration of the assigned position.
- c. Identified extra duties.
  - i. Evidence Technician
  - ii. Equipment Technician
  - iii. Radio Technician
  - iv. Armor
  - v. Criminal Justice Information Network Terminal Agency Coordinator (CJIN TAC)
  - vi. Notary
- d. The length of time in position will be developed at future meetings.

**Subsection 4.** Path D: Trainers \$50 per day for training 0-4 hours; \$100 per day for more than five hours.

- a. Trainer duties will receive compensation for the day(s) performed.
- b. Trainers are required to complete all certification necessary in order to be a specific trainer as well as DOC required training courses.
- c. Trainers will have a minimum of three years of experience. Exceptions to this will be made on a case-by-case basis with management approval based on office/region business needs.
- d. Current Identified Trainers: Firearms, Defensive Tactic, Montana Offender Risk/Reentry Assessment (MORRA), Women's Risk and Needs Assessment (WRNA), Motivational Interviewing, Medical Tactical (Med TAC), Oleoresin Capsicum (OC),

Conducted Energy Weapons, First Aid, Narcan, Prison Rape Elimination Act (PREA), Crisis Intervention Team (CIT), Mental Health First Aid

- e. Any type of training breaks (spreading training over days rather than one day) will require management approval.

**Subsection 5.** Selection Process:

- a. For each position under Extra Duties, the position will be announced 30 days prior to the expiration of the duration of the position or if a vacancy occurs. Notice will be given for a period of ten days. Interested parties shall submit a letter of interest including knowledge, skills, and abilities (KSA's) for the position. Management will conduct interviews for each position and make selections.
- b. To be eligible for Extra Duties, an employee must have completed their probationary period and be in good standing. Exceptions to this will be made on a case-by-case basis depending on the needs of office/region and with management approval.
- c. Notary and CJIN TAC are excluded due to business needs.
- d. If no party submits letters of interest for a posted position, the person who has been performing duties of the position will be given the option to retain the position. The position would then be up for rotation at the next identified timeframe or when the position is open and available.
- e. If an employee feels the interview and selection process violates their rights included in the collective bargaining agreement, they may address the dispute through the Grievance process outlined in Article 18.

**Section 3.** Montana State Prison

**Subsection 1.** Correctional Special Response Team (CSRT) and Crisis Intervention Team compensation. Employees who are trained and currently serving on either CSRT will be compensated an addition \$1.00 per hour for the additional competencies and responsibilities as long as they serve on the team. Part-time CSRT members shall receive \$.50.

- a. The amount shall be included in the employee's base pay and shall be subject to statutory longevity increases, across the board base pay increases appropriated by the Legislature and any other pay or benefit that is calculated off the employee's base pay.
- b. Members of the Crisis Intervention Team shall receive \$.50 per hour. This is not part of their base pay, but rather provided separately for each pay period above and beyond their base pay.

**Subsection 2.** Specialized Positions. Employees who have applied for and are selected to serve on the Fire Brigade, Tool Control Officers, Key Control Officers, lead workers, correctional officers in F Unit, Fire Crew Officers or Ranch Officers shall receive an additional \$.50 per hour. The amount shall continue as long as the employee serves in that particular position. The amount shall be included in the employee's base pay and shall be subject to statutory longevity increases, across the board base pay increases appropriated by the Legislature and any other pay or benefit that is calculated off the employee's base pay.

**Subsection 3.** Infirmery Differential pay. All hours worked between 1800 and 0600 by Registered Nurses, Nursing Aides, and Licensed Practical Nurses, at Montana State Prison and/or Riverside

special needs unit, and any future work locations covered under this collective bargaining agreement will be paid an additional differential pay of \$.50 per hour.

**Section 4.** Montana Women’s Prison: Field Training Officers (FTO) shall be compensated an additional \$1.00 per hour when working with an OJT candidate.

**Section 5.** Pine Hills: On any day or evening shift, when there is no Unit Shift Supervisor scheduled in the adult units or juvenile, the one most senior correctional staff in each section (adult and juvenile) shall be appointed Unit Shift Supervisor duties and be paid additional \$0.50 per hour while performing those duties.

**Section 6.** Librarians, Teachers, and Trainers

**Subsection 1. Education Support**

- a. Library Aide 2
  - i. Certification of Montana Notary Public - \$1.00 per hour
- b. Librarian 1
  - i. Completion of Probationary Period - \$1.00 per hour
  - ii. Bachelor’s Degree - \$1.00 per hour
  - iii. Certification of Montana Notary Public - \$1.00 per hour

**Subsection 2.** Instructor

- a. Teacher 1
  - i. Completion of Probationary Period - \$1.00 per hour
  - ii. Dual Certification - \$1.00 per hour
  - iii. Master’s Degree - \$1.00 per hour
  - iv. Doctor of Philosophy or Doctor of Education - \$1.00 per hour
  - v. National Board for Professional Teaching Standards Certification - \$1.00 per hour

**Subsection 3.** Trainer

- a. Completion of Probationary Period - \$1.00 per hour
- b. Master’s Degree - \$1.00 per hour
- c. Doctor of Philosophy or Doctor of Education - \$1.00 per hour
- d. Applicable Professional License - \$1.00 per hour

**ARTICLE 23 NO STRIKE-NO LOCKOUT**

MFPE and the Employer agree that there will be no stoppage of work or lockout during the term of this Agreement except as provided in Article 28, Section 8.

**ARTICLE 24 RETIREMENT**

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

**ARTICLE 25 HARASSMENT**

The employer shall provide a workplace free from harassment. Harassment, including sexual harassment, consists of, but is not limited to, oral, written, or electronic communications (for example, voice mails, e-mails, text messages, or other social networking tools) in the form of repeated and unwelcomed jokes, slurs, comments, visual images, or innuendos based on a protected class. Even

mutually agreeable behavior, or behavior accepted between two or more people, can be offensive to others; for this reason, it is prohibited in the workplace.

## **ARTICLE 26 SAVINGS**

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

## **Article 27 MISCELLANEOUS**

**Section 1.** 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.

**Section 2.** Surveillance Equipment. Audio, video or surveillance equipment is installed for safety and security purposes. This equipment shall not supplant personal observations or be used as the primary tool in personnel evaluations. Should a personnel evaluation contain supportive evidence obtained by audio, video or surveillance equipment the personnel evaluations shall note the source by which the evidence was obtained. In the event the evidence obtained by this equipment is used to support disciplinary action, it shall be subject to the grievance procedure.

## **ARTICLE 28 TERM, AMENDMENTS, AND MODIFICATIONS OF BASIC AGREEMENT**

**Section 1.** This Agreement shall be effective as of the first day of July 2023 and shall remain in full force and effect through the 30th day of June 2025, either party shall notify the other in writing at least 60 days prior to the expiration date that they desire to renegotiate this Agreement. If MFPE gives such notice, it agrees to notify the Chief of the State Office of Labor Relations in writing of such requested negotiations at the same time such notice is given to the agency.

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

**Section 3.** No addendum shall contain language that is contrary to this main collective bargaining agreement. In the event there is conflicting or contrary language the main collective bargaining agreement shall supersede the addendum.

**Section 4.** Addenda shall be as a supplement or addition to this main collective bargaining agreement and not a stand-alone agreement.

**Section 5.** As per 2-18-303 M.C.A. ratification of the main collective bargaining agreement and ratification or roll over of an addendum must be completed before any statutory wage increases can be implemented. Should a local fail to ratify an addendum before the required statutory date, then only that specific local shall forgo the wage increase.

**Section 6.** The parties agree that during the bargaining of this initial main collective bargaining agreement language that had been previously bargained and ratified in the individual collective bargaining agreements may have been inadvertently and unintentionally excluded from this agreement.

During the term of this agreement should the parties discover language that should have been included in this agreement then the parties, with mutual agreement, shall place the discovered language in the appropriate section. This clause shall be effective only for the term of this 2023-2025 agreement.

**Section 7.** The Federation shall have the right to engage in concerted activity after December 31, 2024, for matters pertaining to wages and benefits in the FY 2026-2027 biennium.

**Section 8.** Management Security. The Federation hereby accepts liability for any damage to or loss of state property that is the proximate cause of action taken by striking employees of any bargaining unit, provided however, that liability under this Section shall be restricted to physical damage to real and personal property, and shall not include any alleged loss of revenue or other incidental or punitive damage sought by the Employer.

**Section 9.** The Federation may request negotiations on applicable economic issues covering the 2026-2027 biennium no sooner than four months prior to the convening of the 2025 regular legislative session so that there will be sufficient time for adequate negotiations to take place.

## **ARTICLE 29 ENTIRE AGREEMENT**

**Section 1.** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Federation for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under Article 1, or under applicable law on any succeeding agreement to take effect upon termination of this Agreement.

**Section 2.** The parties recognize the right, obligation and duty of the Department of Administration and its duly designated officials to promulgate rules, regulations, directives and orders from time-to-time as deemed necessary insofar as such rules, regulations, directives and orders that effect the members of the bargaining units covered by this Agreement are not inconsistent with the terms of this Agreement or any supplemental agreements to this Agreement and are not inconsistent with the laws of the State of Montana and federal laws.

## **Addendum A**

### **MONTANA FEDERATION OF PROBATION AND PAROLE Local 4464**

**Section 1.** Federation Release Time: The parties share an interest in resolving disputes at their earliest stages and continually improving communications between the Federation and the Employer. To that end, if staffing permits, the Employer shall allow the Federation president or a designee twenty (20) days per fiscal year with pay. The Federation president or designee will use this time to identify potential problems and concerns and regularly report those issues to management and human resources. The Federation shall be responsible for any and all travel expenses.

**Section 2.** Seniority and Layoff: Seniority means the length of continuous service in a bargaining unit position since the last date of hire.

**Subsection 1.** Seniority shall continue to accrue during all paid leaves of absences and industrial accident leave not exceeding one year.

**Subsection 2.** 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. 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.

**Subsection 3.** Seniority, qualifications and capabilities of the officers located within a division requiring a reduction in force 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 twenty-four (24) months of continuous service in an assigned position number. 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.

**Subsection 4.** When staffing shortages extend beyond a reasonable time for any Probation and Parole Office and when reasonable efforts have been exhausted to attract qualified staff to transfer and the normal recruitment and selection process has failed to yield qualified applicants, then Probation and Parole Officers who do not meet the twenty-four (24) month threshold for transfer may be extended an offer to transfer upon their request.

**Subsection 5.** In the normal course of life, unusual and exigent circumstances can occur, both professionally and/or personally, that would necessitate that granting of a transfer upon the request of staff prior to the twenty-four (24) month requirement. When either circumstance should arise, the Bureau Chief and the Federation President must mutually agree to grant the request of transfer of staff to remedy these unique situations.

**Subsection 6.** 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.

**Subsection 7.** Any permanent employee subject to non-disciplinary demotion shall be given 10 calendar days advance notice of the action.

**Subsection 8.** No permanent employees shall be laid off or subject to non-disciplinary demotion while temporary or probationary employees in the same classification are retained.

**Subsection 9.** 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.

**Section 3.** Holidays: When a non-exempt full-time employee is authorized by the Employer to work on a holiday, 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.

**Subsection 1.** 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.

**Section 4.** Job Posting: 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 for 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 ensure that all such applications are considered. Members in the bargaining unit who are unsuccessful applicants shall be notified upon completion of the selection process.

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

**Subsection 4.** Seniority, qualifications, and capabilities shall be the controlling factors in filling new or vacant permanent positions covered by this Agreement.

**Subsection 5.** 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 5.** Pay and Hours: A regular workday 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 workday or other breaks during the workday. A regular work period shall be defined as five regular workdays, Monday through Friday inclusive, totaling 40 hours. 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.

**Subsection 1.** "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. If mutual agreement cannot be reached, management's staffing needs shall supersede the employees' preferred alternative schedule. An employee may request an alternate work schedule, not to exceed 40 hours per week, with the approval of the employee's Deputy Chief or designee.

**Subsection 2.** An employee must receive authority from management to respond to a callout on the employee's scheduled day off. An employee may accept a revised work schedule for the remainder of the workweek or accept compensatory time for the length of time spent on the callout. Callouts shall be for a minimum of two hours per approved callout, regardless of whether the callout lasts a full two hours.

**Subsection 3.** 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.

**Subsection 4.** Whenever an employee receives a pay increase such an increase shall be granted from the first day of the pay period during which such an increase becomes effective.

**Subsection 5.** Relocation expenses shall be paid in accordance with agency policy.

**Subsection 6.** 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.

**Subsection 7.** Upon termination of employment, employees shall be paid for all earned, but unused annual leave, sick leave, and holidays as provided by law.

**Subsection 8.** The Employer agrees to pay employees 15-minutes compensatory time for each phone call received outside their scheduled work hours.



**Subsection 9.** Probation and Parole Officers must live within their assigned office's supervisory area unless otherwise authorized by management.

**Subsection 10.** In an office or location where it is determined the need for a gender specific PO Tech the Department, at their own discretion, will recruit and hire the required gender only. A PO Tech that has been employed because of the aforementioned gender need shall not suffer loss of employment or involuntary transfer to another location should the gender composition of the office change.

**Subsection 11.** Employees hired or promoted into an open position with no previous experience will be hired at the entry rate of pay for the job title and band. Successful applicants with relevant experience may be credited with up to three years' service for salary schedule purposes. Former department employees who return to work may be placed at the pay level for the job title and band they attained upon separation of employment.

**Subsection 12.** The Federation and Employer recognizes the burdens faced by POs in Probation & Parole Division offices which are under-staffed due to voluntary or in-voluntary terminations, resulting in increased caseloads. POs may volunteer for Temporary Duty Assignments (TDA) where offices are short-staffed. TDAs will be for one week minimum, with the Employer paying any associated hotel costs, in-state per diem, as well as authorizing the use of a state vehicle.

**Section 6.** On-Call: By mutual agreement of the parties, an on-call program may be established in a local office or region. The local or regional on-call program will ensure that at least six Probation and Parole Officers participate, and the rotation shall not be more than once every six weeks. Only in cases of extraordinary or unusual circumstances, and by mutual agreement between the parties, may an officer be in the rotation more than once in a six-week period.

**Subsection 1.** In the situation of a regional on-call, it is understood that circumstances may arise which require the callout of a local officer. In these situations, Section 5, Subsection 8 of this addendum shall apply to the callout of the local officer.

**Subsection 2.** Where established, the on-call officer will be responsible responding to all Electronic Monitoring Alerts and telephone calls after the hours of 5:00 pm to 8:00 am Monday through Friday and 24 hours a day on weekends and holidays from or regarding offenders on electronic surveillance, including but not limited, Tier III Sex Offenders, Intensive Supervision Probation (ISP) Offenders, and Law Enforcement etc.

**Subsection 3.** On-call officers will provide law enforcement with the on-call number for after hours, weekend and holidays.

**Subsection 4.** Intensive Supervision Probation and Parole Officers will constitute the nucleus of on-call teams. The balance of each on-call team will be fully qualified experienced Probation and Parole Officers. Each on-call team member will be assigned on-call responsibilities on a rotating basis.

**Subsection 5.** In addition to the stipend, on-call leave will be administered in accordance with DOC Policy 1.3.29, On-Call Status for Exempt and Nonexempt Employees revised July 12, 2011. On-call leave will include the following provisions from the policy:

**Subsection 6.** Two (2) hours of on-call leave for each day of on-call duty. Four (4) hours of on-call leave for each day of on-call duty on a regularly scheduled day off or holiday. On-call leave accrual may not exceed 180 hours

**Subsection 7.** On-call leave must be utilized prior to separation from the agency and may not be paid out in a lump sum upon resignation.

**Subsection 8.** While assigned on-call, on-call officers will not receive the fifteen minutes compensation for after-hour telephone calls described in Section 5, Subsection 8 of this addendum.

**Subsection 9.** The on-call officer will use Probation and Parole Division procedures and guidelines to determine whether law-enforcement calls, offender calls or electronic monitoring alerts should be referred to the offender's supervising Probation and Parole Officer,

**Subsection 10.** On-call officers assigned to call responsibilities may request permission to exchange or otherwise arrange for alternative coverage by another Probation and Parole Officer. Deputy Chiefs/designees may grant such requests at their discretion.

**Subsection 11.** On-call officers, when assigned to on-call, will be provided with a take-home state vehicle, cell phone, lap-top computer and associated equipment as may be necessary to fulfill on-call responsibilities. On-call officers shall avoid the use of alcohol or other substances that might impair or affect their ability to drive the take-home state vehicle. Should an on-call officer be requested by management to report for duty at times other than his/her normal duty hours, that officer will receive a minimum of one additional hour of time and one-half compensatory time for each hour or partial hour he is on duty.

**Subsection 12.** Probation and Parole Officers as well as management will be eligible to contribute to the on-call program. Priority for assignment of on-call duty will be provided to eligible officers based upon seniority and management will participate when eligible officers are unavailable or unable to contribute. Eligibility for involvement includes completion of Phase I and Phase II of field officer training; however, eligibility exceptions for required training may be made by management to meet business needs.

**Section 7.** Vacation Leave: 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 8.** Miscellaneous

**Subsection 1.** Probation and Parole Officers, by seniority, shall be the first notified to volunteer to provide security for Department of Corrections' offenders requiring secure supervision as determined by management. Probation and Parole Officers shall receive overtime or compensatory time before the Department utilizes the services from other security agencies within the Department of Corrections, sheriff departments, police departments or other security entities. A phone call, whether answered or not, constitutes notification.

**Subsection 2.** Dress code will be administered in accordance with Probation and Parole Division and Department of Corrections policy.

**Subsection 3.** If the Probation and Parole Division establishes a policy-writing committee, the Executive Council of the Federation 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.

**Subsection 4.** The parties agree it would be advantageous for Probation Officer new hires to be assigned to a Field Training Officer (FTO) after completion of the P&P Basic course.

**Subsection 5.** All Probation Officer new hires must attend and successfully complete the P&P Officer Basic course, or equivalent, in accordance with ARM 23.13.206.

## **Addendum B**

### **MT. FEDERATION OF WOMEN'S PRISON EMPLOYEES LOCAL 4699**

**Section 1.** Employment policy and working conditions: During the probationary period the employee's immediate supervisor will conduct counseling sessions and evaluation of the employee, on the designated department form or electronic system, to inform the employee of his or her strengths, weaknesses, and methods of improvement; and shall include an acknowledgment by the employee, indicating that the employee was shown the evaluation. The employee will be provided with a minimum 24-hour period to review and provide comments (if desired) before completing the evaluation. If the employee refuses to complete the evaluation, the supervisor will make a notation that the employee refused. The supervisor will then submit the evaluation to the Warden, or his/her appointee, for review and placement in the employees' personnel file or electronic system. Such an evaluation shall be done at least once and more often if deemed necessary, within the first six months of employment, and at least annually thereafter.

**Section 2.** Seniority shall initially be determined for all current employees upon ratification of this Agreement as the length of continuous service in a permanent position within the bargaining unit since the last date of hire. Employees who do not agree with their initial seniority determination must file a grievance within 30 working days of issuance of the seniority roster. All rights to grieve the initial seniority determination are waived after the 30-working day period.

**Subsection 1.** Employees will thereafter accrue seniority based on the number of days of uninterrupted service within the bargaining unit.

**Subsection 2.** Seniority for permanent part-time employees shall be based on actual hours worked. 2,080 hours shall equal one year.

**Subsection 3.** Seniority shall not be recognized for temporary employees except that if a temporary employee is subsequently hired into a permanent position without a break in service, seniority shall be recognized retroactively to the date of hire.

**Subsection 4.** Seniority shall be retained but will not accrue for all layoffs and approved leaves of absence exceeding 60 days except that seniority must accrue for approved leaves of absence for military and maternity leave and Industrial Accident leaves up to a period of one year of absence.

**Subsection 5.** Seniority shall be revoked if an employee retires or otherwise terminates employment, is discharged or refuses or fails to respond to a recall from layoff within 10 working days of notice of recall or refuses to return to work on the date requested.

**Subsection 6.** Newly hired employees whose seniority dates are the same shall have their respective seniority rank determined by overall class standing as determined by the training coordinator at the completion of the Correctional/Detention Officer Basic (CDOB) training course at the Montana Law Enforcement Academy. In the event that one or both of the newly hired employees were not required to attend CDOB training due to previous corrections/law enforcement experience, then seniority will be determined by ranking at the initial employment interview.

**Subsection 7.** After gender representation needs have been satisfied, the Employer will select employees for layoff based on seniority, with the least senior employee being the first laid off.

Based first on gender representation, recall will be in inverse order of seniority. Employees maintain a recall right for one year after layoff.

**Subsection 8.** The Employer shall prepare a seniority roster and revise the roster in January and July of each year this Agreement is in effect. The Employer will post the roster for employees to review and give a copy to the Federation.

**Subsection 9.** Each time the seniority roster is revised, employees who believe their seniority accrual additive since the previous roster is in error must file a grievance within 30 working days of the issuance of the revised seniority roster. All rights to grieve the revised seniority determination are waived after the 30-working day period.

**Section 3.** Employees required to work on a holiday will be paid at one and one-half times their regular rate of pay. In addition, the employee will be granted one of the following:

**Subsection 1.** Option A. Up to an additional eight hours of pay at his/her regular rate.

**Subsection 2.** Option B. Up to an additional eight hours of time off (H.T.O.), which must be accumulated and taken off prior to March 31st of each year. Employees may accumulate a maximum of six holidays (48 H.T.O. hours). Accumulated holidays not taken prior to March 31st will be compensated for in lump sum at the employee's regular rate of pay. Requests to take accumulated holidays in a given fiscal year must be made prior to March 1st. Holidays worked when six are already accumulated will be compensated in accordance with option A.

**Subsection 3.** The employee's option shall be submitted in writing by July 1st of each year. If the employee does not submit a written option, then the employee will be paid in accordance with option A.

**Subsection 4.** Employees not scheduled to work on a holiday shall be eligible for up to eight hours of pay at the regular rate or accumulation of H.T.O. hours in accordance with the option selected by the employee in Section 3.

**Subsection 5.** Health Insurance during Unpaid Leave of Absence. During any unpaid but authorized leave, the employee must make arrangements with the employer to continue health insurance benefits on a self-pay basis to preclude the loss of coverage and/or to maintain continuity of coverage.

**Section 4.** Job posting: When a new bargaining unit position is created the employer, shall prepare and post a bulletin stating among other things:

**Subsection 1.** Minimum qualifications; gender; assigned hours of service; assigned days of rest; whether the position is permanent or temporary; if temporary, how long it is probable the position will continue; the starting date of the assignment; last date when applications will be received and accepted; location and title of position to be filled; a listing of the principal duties of the position; and with whom the applications shall be filed.

**Subsection 2.** These positions shall be posted for a minimum of seven calendar days.

**Subsection 3.** The bid book shall be maintained and available to union personnel so that they may have an opportunity to sign up for prospective shift and day off preferences. This book will be made available to all shifts and will be kept in a secure area. As shift openings occur, 10 days written

notice shall be given to union members identifying the shift and bid closing date. The bid book shall close at 5 pm on the 10th day. The bid book shall remain closed to signatures until an officer accepts the shift that has been bid on. One bid book shall be maintained for shift preference (Days, Nights or Post Position). A second bid book shall be maintained for short day/night preferences. After bidding to an open shift is complete, bids for open short day/night shall be called as described above. Administration shall set the number of female officers and Re-entry officers needed for each shift.

**Subsection 4.** Employees wishing to place a bid can do so by contacting the on-duty shift supervisor. In the presence of the on-duty shift supervisor, the employee wishing to place a bid shall legibly print their name, message phone number, and seniority date at the appropriate place. The on-duty shift supervisor will initial the employee's entry, along with the date and time. Employees cannot bid for positions they hold.

**Subsection 5.** As openings occur, consideration shall be given to the staffing requirements of the Montana Women's Prison, recognizing the need to maintain gender representation and experienced personnel on each shift. Other factors being equal, vacancies will be filled on a seniority basis, from the roster of those who have signed up. The Warden/designee and a Federation representative will be present at the time such selections are made.

**Subsection 6.** The Federation shall manage the bid book and process. Disagreements arising from the bid process are not subject to the grievance procedure.

**Subsection 7.** Successful bidders will be notified of their selection by leaving a message on the phone referenced in Section 4, Subsection 4 of this addendum.

**Subsection 8.** If an employee wishes to leave a position, he/she currently holds and there are no open positions, the position the employee wishes to vacate will be posted for bid (one time only). The employee wishing to vacate a position will hold that position until a replacement assumes the position. The officer vacating will take whatever position is then left open. If no one bids on the position being vacated, the officer wishing to vacate must remain until he/she successfully bids on another position.

**Subsection 9.** An employee interested in a potential vacancy or new position may leave a proxy bid for that position and message phone number with a designated Federation representative while she/he is on approved vacation (annual leave), sick leave, military leave, family and medical leave for more than seven consecutive calendar days. The designated Federation representative will attempt to call the number provided a minimum of three times (at least six hours apart) within a 24-hour time period to advise employees that the desired position has been posted. The employee must inform the designated Federation representative within 24 hours whether he/she will accept or reject the position if offered. A failure to respond timely is an irrefutable presumption of rejection.

**Subsection 10.** Employee members of the National Guard or the Armed Forces Reserves on military leave for more than 30 days will be skipped over for bid purposes.

**Section 5.** Employees wishing to trade shifts must acquire the signed approval of all other bargaining unit employees having greater seniority. Requests with the prerequisite signatures must be submitted for employer approval no less than 14 days prior to the effective date of the requested trade. In

considering the request, management will ensure that staffing requirements such as gender representation and necessary post skills and abilities are maintained.

**Section 6.** The regular workday shall normally consist of eight, 10 or 12 continuous hours in a 24-hour period. This does not preclude the Employer from determining alternate work schedules. The Employer will notify bargaining unit members at least 30 calendar days prior to implementation of any alternate work schedule. The 24-hour period starts when the employee begins his/her shift and ends 24 hours later. However, an exception is made for regularly scheduled alternating shifts with a short shift changeover, which requires scheduling more than eight hours in a 24-hour period. Such short shift changeovers shall not be eligible for overtime pay on those days the short changeover occurs. Employees will normally be provided with a minimum of eight hours of rest time between shifts.

**Subsection 1.** The regular work period for employees working 10 or 12-hour shifts shall be 80 hours and shall consist of 14 consecutive days beginning on a Saturday and ending on a Friday.

**Subsection 2.** The regular work period for employees working eight-hour shifts shall be 40 hours and shall consist of seven consecutive days beginning on Saturday and ending on Friday.

**Subsection 3.** Rotating Shifts. Employees shall not be required to work regular rotating shifts and normally employees will work the shift they are assigned. However, alternating shifts may be assigned for shift coverage and training purposes.

**Subsection 4.** Rest Period. All employees will be granted a 15-minute rest break during each four hours of their shift. They may not be taken at the beginning or end of the shift; they may not be stacked or carried over to their next four hours without the on-duty supervisor's permission.

**Subsection 5.** Meals. Employees will be allowed to bring their own meals and eat them at a time mutually agreed upon between the immediate supervisor and the employee providing the meals from home does not become a security issue.

**Subsection 6.** An employee may be allowed to exchange a shift with another employee subject to the approval of their respective supervisors.

**Section 7.** Compensation, Conditions relative to and governing wages and salaries are contained in the Pay Plan Rules and Addendum A of this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein.

**Subsection 1.** It is understood that the Wage Scale does not reflect longevity pay or the contribution for health insurance provided for in each fiscal year for eligible bargaining unit employees, as defined by State law.

**Subsection 2.** Overtime. Overtime required by management shall normally be filled by a qualified member of the bargaining unit. It is understood that the employee assigned to work overtime must be qualified and available to work. It is also understood that the Employer may use other options in emergencies, rather than assigning overtime to a bargaining unit member.

**Subsection 3.** No overtime shall be worked without the direction of proper authority.

**Subsection 4.** Employees will not be required to suspend work during regular hours to absorb overtime.

**Subsection 5.** Overtime shall be paid in one-tenth hour (six minute) increments.

**Subsection 6.** Management shall, insofar as possible, distribute overtime work equally to employees.

**Subsection 7.** The Federation and the Employer are not in favor of overtime, and nothing in this Section shall be construed as encouraging such procedure.

**Subsection 8.** In the event it is necessary to assign overtime, the following procedure shall be followed up to the point at which the slot is filled. Management will direct a member of the bargaining unit to begin call out procedures as per this Article and Section.

- a. Management will determine whether a male or female correctional officer is needed to work the overtime.
- b. Management will identify and eliminate employees on leave status.
- c. Management will identify employees on regular days off and ensure that they have met the requirement outlined in Section 6, Subsection 1 and 2.
- d. The bargaining unit members will seek volunteers to fill the staffing vacancies. The bargaining unit member will start calling employees based on seniority status and the above criteria to fill the entire 12-hour shift. A record of each call out is to be completed and retained for the perusal of the Federation. The bargaining unit member will record the status of each call (no answer, refusal, etc.) and continue down the seniority list until the overtime is filled either with one correctional officer working the shift or several correctional officers splitting the shift.
- e. If steps (a) through (d) are unsuccessful to fill the overtime, management reserves the right to conduct a holdover until a mandatory call-out can be performed. A holdover occurs when the number of officers of the oncoming shift has fewer officers than required and the callout procedure has been performed without producing the required officer(s). Management shall make the determination to holdover no more than five (5) minutes after the end of a shift. If holdover notice has not been given within 5 minutes after the end of a shift, personnel are free to leave.
- f. Management will ask if there are any volunteers that would like to stay over past their shift starting with the most senior officer on duty. If no officer volunteers to stay over, management reserves the right to hold over the least senior employee working his/her regular shift. If the staff member with the least seniority cannot be held over because of extenuating circumstances, then the next least senior staff member will be required to holdover. Absent extenuating circumstances, the employee will not have the right to refuse the holdover.
- g. Upon completion of steps a through e, management reserves the right to call in the least senior available employee.
- h. The least senior employee in any category may be ordered to work no more than one overtime in a normally scheduled work week, after that the employee reserves the right to decline the overtime. In such cases the next least senior employee shall work the overtime. Work week is defined by shift schedule. Personnel shall not be held for more than a four (4) hour time period on an individual's short day.
- i. Employees cannot volunteer or be directed to work overtime that would result in excess of 16 hours of work.

**Subsection 9.** Bargaining unit members will not be responsible for supervisory overtime call outs.



**Subsection 10.** Call Out. Each call out will be for a minimum of four hours at one and one-half times the regular rate of pay. For any additional time worked the employee will be compensated for the actual time worked at one and one-half times the regular rate of pay. Scheduled training shall not be subject to this call out provision. Call out shall be defined as requiring an employee to report for service outside of their regularly scheduled shift and from leisure time such as regularly scheduled days off. With mutual agreement of an employee, the employer may schedule overtime which is contiguous to the employee’s regular shift without such overtime being subject to the call out provision, providing the employer gives advance notice to the employee.

**Subsection 11.** Decedent's Warrants-Death Benefits. In the event of death of an employee, any money due the deceased employee for pay, benefits, or travel expenses shall be paid the employee's designated heirs at his/her regular rate of pay, provided the form "Designation of Person Authorized to Receive Decedent's Warrants" has been signed and is in the employee's personnel file. An employee may revoke and/or change a designation at any time by filing a new designation form or letter.

**Subsection 12.** On any shift when a Lieutenant is not present an Officer in Charge (OIC) will be appointed by the Warden or designee. Officers designated by management may decline the appointment and another officer shall be designated. The OIC shall be paid at an additional 5% hourly rate for that shift.

**Section 8. Uniforms:**

Uniforms: The initial issue of uniform items to Correctional Officers will be as follows:

<b>Item</b>	<b>Quantity</b>
Winter Coat.....	1
Uniform Jacket.....	1
Correction Sweatshirt, Black.....	1
Battle Dress Uniform Pants (BDU’s, gender specific) .....	3
Shirts, any combination of BDU or polo (gender specific, officers’ preference) .....	5
Corrections T-Shirts short or long sleeves .....	3
Uniform Patches .....	As required
Utility belt .....	1
Handcuff Case .....	1
Glove Pack.....	1
Key Holder.....	1
Portable Radio Holder.....	1
Black Boots.....	one pair

**Subsection 1.** After initial issue, uniform items will be replaced on an exchange basis as determined by management. Clothing items will be appropriately fitting. Items damaged or destroyed in work related activity may be replaced or repaired as determined by management, provided an incident report is filed by the employee within 72 hours and is approved by the facility manager.

**Subsection 2.** Employees required to wear uniforms shall wear the uniform. Failure to wear the uniform shall be cause for discipline.

**Subsection 3.** Uniformed employees shall adhere to the MWP uniform policy as promulgated by management.

**Subsection 4.** The Employer will arrange for the initial hemming of pants and for the application/removal of patches. The Employer will pay for one cleaning per year for the coat and jacket.

**Subsection 5.** Employees may purchase, at their own expense, a higher quality duty belt.

**Subsection 6.** Those employees wishing to purchase higher quality black boots than provided above, may request a supplemental voucher of \$100 from the employer's contribution towards boots approved by management.

**Subsection 7.** Those employees wishing to purchase higher quality pants than provided above, such as 5-11, may do so at their own expense.

**Section 9.** Montana Women's' Prison annual Vacation Leave will be granted in accordance with the MOM and department policy.

**Subsection 1.** Prime time is defined as the period from Memorial Day through Labor Day, and from December 15 through January 5. The dates when an employee's vacations shall be granted shall be determined by agreement between each employee and the Employer, using seniority and the best interests of the employer as considerations. Request for prime-time leave must be submitted by February first. Such requests subject to seniority preference must be in a minimum of three-day blocks. This will reserve that vacation period for that employee. However, a bargaining unit employee choosing not to take vacation as awarded pursuant to a pre-February first request, will not be able to appropriate the vacation dates granted any other employee and must choose from available dates.

**Subsection 2.** For leave requests received after February first, officers are encouraged to submit their requests at least five days but no more than 30 days in advance. All requests received after February first will be considered on a first-come, first-served basis and approved based on the staffing for the requested day(s). Staff count is a total of floor and shift officers at the facility during the same shift. The Employer shall respond in writing to leave requests within five working days of the request. In order to determine vacation preference, management will poll employees by order of seniority beginning the first working day in January. Management will post the vacation schedule by March 1st of each year or the following Mondays if March 1st falls on a Saturday or Sunday.

**Subsection 3.** Vacations will be granted based on the MWP staffing plan and facility needs. Vacation requests during prime time must be based on seniority. Vacations cannot be requested for more than two weekends and days bracketing weekends, (Fridays, Saturdays, Sundays, Mondays) in any month, unless the additional weekend is still available 5 days prior. Vacation granted during prime time shall be limited to a maximum of 96 hours. Vacation requests will be submitted using the electronic system.

**Subsection 4.** Vacation may not be taken in increments of less than one day. However, in bona fide emergency situations an employee may request vacation leave in increments of one hour or more.

**Subsection 5.** If an employee voluntarily or by request transfers from one shift to another, he or she shall not be entitled to retain previously requested and approved annual leave dates. However, if **Subsection 6.** no other employee on the new shift has those dates reserved off the employee may keep their previously approved annual leave dates.

**Subsection 7.** If an employee is transferred by the Employer from one shift to another (excepting those resulting from disciplinary action) he or she shall be entitled to retain previously requested and approved annual leave dates.

## **Addendum C**

### **FEDERATION OF MONTANA STATE PRISON EMPLOYEES LOCAL 4700**

**Section 1.** Federation Security: The Employer shall grant reasonable leave of absence without pay to employees whenever required in the performance of duties as "duly authorized representatives of the Federation." "Duly authorized representatives" is defined as members of regularly constituted committees and/or officers of the Federation, a list to be supplied to the Employer annually and upon change.

**Subsection 1.** The parties share an interest in resolving disputes at their earliest stages and continually improving communications between the Federation and the Employer. To that end, if staffing permits, the Employer shall allow the Federation president or a mutually agreeable duly authorized representative one release day a week with pay. The Federation president or duly authorized representative will use this time to identify potential problems and concerns and regularly report those issues to MSP and MCE management and human resources. The cost of release time will be divided equally between the Employer and the Federation.

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

**Subsection 1.** Completed counseling, development needs, or evaluation documents, with any attachments, will be placed in the employee's personnel file or electronic HRIS application as part of the employee's permanent record. In addition, a copy of the counseling, development needs, or evaluation will be given or provided to the employee at the time such counseling, development needs, evaluation, and/or progress is completed.

**Subsection 2.** Counseling – probationary employees. During the probationary period, the employee will be counseled on his/her strengths, weaknesses, development needs, methods of improvement, and the Employer's expectations of the employee. Counseling will be done at least quarterly during probation. In addition, the employee will be evaluated prior to completing the probationary period on his/her strengths, weaknesses, development needs, methods of improvement, progress in improvement and the Employer's expectations of the employee.

**Subsection 3.** Counseling - permanent employees. Employees who attain permanent status will be counseled and evaluated at least quarterly commencing from the month the employee attained permanent status. Evaluations will only be done by the immediate supervisor.

**Subsection 4.** Evaluation form. Employees will be evaluated on the designated evaluation form as developed by the Employer. Changes to the form will be discussed with the Federation prior to implementation.

**Section 3.** Seniority shall be computed from the date the employee began regular uninterrupted service with the Employer. Permanent part-time employees are entitled to prorated seniority benefits.

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

**Subsection 2.** Industrial accident leave. For employees on Workers' Compensation due to an injury on the job, or off for medical reasons, said employees shall have their seniority continue for up to

one year, however, days off which may be subject to bid shall only be held open for a period of six months.

**Subsection 3.** Seniority forfeiture. Seniority will be revoked if an employee: terminates their employment with MSP//CSD/MCE or transfers out of MSP/CSD/MCE, is discharged, or refuses or fails to respond to a recall from layoff within ten days of notice sent by certified mail or refuses to return to work on the date requested (as long as the date requested allows the employee up to 30 days to return.)

**Subsection 4.** Seniority will also be revoked if an employee accepts a position outside of the bargaining unit but remains at MSP/MCE. However, if they later decide to move back into a bargaining unit position, the seniority earned prior to their leaving the unit will be credited to the employee.

**Subsection 5.** Seniority tie breaking. Newly hired employees required to complete the pre-service training whose classification and grounds seniority dates are the same shall have their respective seniority rankings determined by the overall class standing as determined by the staff development specialist at the completion of the training. Newly hired employees not immediately completing the pre-service training whose classification and grounds seniority dates are the same shall have their respective seniority rankings determined by drawing, as witnessed by the employee and/or a Federation official.

**Subsection 6.** Employees, other than those newly hired, whose classification seniority is the same, shall have their respective seniority dates determined by their test score or, if a test score is not available, then by relative grounds seniority ranking. If the test score or grounds seniority is the same, then seniority will be determined by drawing.

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

**Subsection 1.** All recalls to employment shall likewise be in order of seniority within the classification in which employed. That is, the last employee released as a result of reduction in force shall be the first rehired when the Employer needs additional employees. The Employer shall notify such employees to return to work and furnish the Federation a copy of such notification; and if the employee fails to notify the Employer within 10 calendar days of his/her intention to return to work, such employee shall be considered as having forfeited his/her right to reemployment.

**Subsection 2.** Layoffs - non-custody staff. Seniority and qualifications shall be the controlling factors in the selection of employees for layoff, transfer, or non-disciplinary demotion within each classification. In selection of employees for layoff, if experience, qualifications, and capabilities are equal, then seniority in reverse order shall be the determining factor.

**Subsection 3.** Layoff of permanent employees. No permanent employee shall be separated while there are temporary employees serving in the same series and in the same geographic region.

**Section 5.** Holidays: Employees required to work on a holiday will be paid one and one-half times their regular rate of pay. An additional day will be granted in lieu of the holiday worked which will be compensated by the employee submitting in writing to the payroll department a request for one of the following: Pay at his/her regular rate, an additional day of rest is granted which may be taken by the end

of two calendar months following the month in which the holiday is earned, or June 30, whichever occurs first. Such requests shall be submitted within five working days following the holiday or the holiday shall be accumulated up to the maximum and thereafter paid at the regular rate in the succeeding payroll period.

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

**Subsection 2.** Eligible part-time employees shall receive benefits granted in this section on a pro rata basis.

**Subsection 3.** Employees who work ten- or twelve-hour shifts. For pay periods in which a holiday falls, an employee working a ten- or twelve-hour shift may supplement the pay for the holiday by using accumulated holiday time, accrued vacation leave, or by working additional hours at regular pay in the week of the holiday. However, the pay for the holiday cannot exceed the normal work shift. An employee's request to supplement holiday pay in this manner must be submitted at least five working days prior to the holiday.

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

- a. Employees will be guaranteed an accumulated holiday off if the request is made in writing within five days of the holiday and provided it will not create more than one shift of overtime work.
- b. If the request is made after five days of the holiday, the decision will be made on a first-come, first-served basis.
- c. First-come, first-served basis shall be administered as follows: All requests received during the employee's shift are considered as being received at the same time so that all requests received during the shift on the day of a holiday are lumped together and considered received first, then those requests received the day after the holiday are considered received second, and so on. In the event requests are tied, seniority shall be used as the tiebreaker.

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

**Subsection 6.** Employees on unpaid leave. For employees on extended non-paid approved sick leave the Employer shall continue the Employer's contributions to the state group health insurance premium for such period up to and including three months of such leave. For employees on industrial accident leave, the Employer shall continue the Employer's contribution to the state group health insurance premium for a period up to six months.

**Section 6.** Recruitment, selection, and promotion: When a new position is created or a vacancy occurs in any existing position, the Employer shall forthwith prepare and furnish the Federation and post in places as agreed upon by the Employer and the Federation, a bulletin stating among other things:

**Subsection 1.** Location and title of position to be filled; a listing of the principal duties of the position; minimum qualifications; assigned hours of service; assigned days of rest; salary range of the position; whether the position is permanent or temporary; if temporary, how long it is probable the position will continue; the starting date of the assignment; last date when applications will be received and accepted; and with whom the applications shall be filed.

**Subsection 2.** Announcement time. The Employer shall designate no less than five working days in which positions will be posted for bid and advertised, weekends excluded.

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

**Subsection 4.** Bid posting book. A bid posting book will be made available to all custody and ranch employees in the same job classifications with similar job qualifications. This book will be made available to all shifts and will be kept in a secure area. As such openings occur, they will be filled on a seniority basis, from the roster of those who have previously indicated an interest, by signing the respective book. A Federation representative will be present at the time such selections are made.

**Subsection 5.** No name will be removed from the bid posting book, unless done and initialed by the employee and the supervisor, without first notifying the employee, except under the following conditions:

- a. The employee is granted his/her requested bid.
- b. The employee terminates or is terminated from employment.
- c. The employee transfers out of custody, the infirmary, or the ranch.
- d. The employee refuses to accept the bid the employee had requested.

**Subsection 6.** Lateral transfers within the bargaining unit. In selection of employees to fill vacant positions within the bargaining unit (lateral, non-promotional transfers for bargaining unit members), if the needs of the institution are met and experience, qualifications, and capabilities are equal, then seniority shall be the determining factor. Part-time and temporary employees shall be considered for hire to a permanent position provided the employee meets the requirements of the job as established by the job description. Such employees shall not require any special notice but shall use the procedure as provided for all permanent employees.

**Subsection 7.** Promotional salary increases. Promotional salary increases will be in accordance with Section 6, Subsection 1 of this addendum.

**Subsection 8.** Senior employees not selected. When a senior employee, who has applied for a bulletined position, is not assigned thereto, s/he shall, upon request, be entitled to be advised in writing of the reason s/he did not receive the assignment. If not satisfied with the reason stated for not receiving the assignment, s/he may invoke the grievance procedure outlined in this Agreement.

**Subsection 9.** Part-time and temporary employees. Part-time and temporary employees will be considered for hire to a permanent position before hiring of any other personnel, provided the employee meets the requirements of the job as established by the job description and the employee does not have an adverse work record.

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

**Section 7.** Workdays and workweeks: A standard workday shall consist of eight consecutive hours of work in any 24-hour period. Suggested alternative work schedules may be developed by MFPE and the Employer. The parties through mutual agreement may negotiate over such suggested schedules during the contract term. Working conditions and/or amendments to the contract resulting from implementation of an agreed upon schedule may be part of such negotiations.

**Subsection 1.** Four 10-hour work schedules. A standard full-time workday shall not exceed 10 hours of work in any 24-hour period. A full-time work period shall consist of 40 hours of work in a fixed and regular recurring four consecutive days of employment. However, the Employer may establish a work period with days that are not fixed and regular recurring or consecutive with mutual agreement of the employee.

**Subsection 2.** Except in cases of emergency, a schedule shall not be changed without first giving 14-calendar days' notice of a change to the employee. If the schedules for all positions are changed at the same time, then all assignments shall be open for bidding in accordance with the seniority bidding procedures of this agreement.

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

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

- a. The exchange of shifts must occur within the established seven-day workweek of the employer.
- b. Each request must be made five days in advance of the date of the first shift to be traded and must be approved by the shift commanders of all shifts that are affected. The request must be approved or denied within three days of the request by the appropriate management official.
- c. Shift exchange shall not result in any additional or overtime cost to the employer.
- d. When an employee accepts or requests a traded shift s/he is responsible for reporting to work as if regularly assigned. Failure to do so may result in discipline.

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

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



**Subsection 7.** Employees shall be paid for all hours worked and actual travel time. Travel time shall be calculated using the log maintained by Main Control indicating when the travel vehicle was checked out and returned.

**Subsection 8.** Flex Schedules. With mutual agreement between management and the employee, employees of MSP may flex their work schedules. Twenty-four-hour security staff are exempt from flexible schedules.

**Subsection 9.** Rest periods. Employees shall be granted a 15-minute rest break during every four hours of a shift. When relief for breaks is necessary, the Employer will establish a schedule of employee break times so that relief will be provided. By mutual agreement, any two 15-minute rest periods may be combined into a one-half hour rest period to be taken at a mutually agreeable time.

**Section 8.** Standard meal and meal periods: Employees will be granted a meal and a meal period not to exceed 30 minutes within the regular workday. Employees who for any reason are requested to do work two hours beyond their regular shift will be granted a meal. If an employee works for more than two hours, they will be granted the regular meal, meal period, and rest periods that occur during the shift.

**Subsection 1.** The meal period may be interrupted for service but when possible, will resume at a later time. It is recognized that employees are compensated for 40 hours of work per week within which they are provided a 30-minute meal period each day. Actual working hours are thereby reduced to 37 ½ hours per week. This clause shall not affect the computation of overtime or other benefits as provided within this Agreement.

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

**Section 9.** Work availability: The employees recognize a need to make themselves available for work during off-duty hours in emergency situations. Employees shall make every effort to make themselves available for work in such situations; however, reasonable excuses for unavailability will be accepted.

**Subsection 1.** Special scheduling needs - 24-hour mental health evaluation and management service.

**Subsection 2.** A 24-hour on-call emergency service will be provided by five or more members of the psychological and psychiatric services.

**Subsection 3.** Mental Health Therapists and the Mental Health Services Manager shall be on-call and rotate the responsibility for emergency evaluations and management, one week at a time, but not occurring more often than once every five weeks, unless mutually agreed upon or in cases of emergency staffing levels. Emergency staffing level is defined as fifty percent (50%) of less assigned FTE of Mental Health Therapist positions, excluding the Mental Health Services Manager.

**Subsection 4.** The employer agrees to provide a pager or cellular phone to the on-call clinician for the week on-call.

**Subsection 5.** Employees who are on-call for the week shall be available 24 hours per day for emergency evaluation and management.

**Section 10.** Overtime, compensatory time and premium pay: Overtime - non-exempt employees. The employer shall not require an employee covered by this agreement to work overtime except as essential to the provision of service, which is defined as a need, if not fulfilled, that jeopardizes the security, safety and/or the orderly operation of the institution, staff, inmates or public. This includes the manning of a post that requires post certification. This provision also includes emergencies, which are unforeseen circumstances, that threaten the safety and security of the public, inmates, employees and/or property.

**Subsection 1.** All employees will have a minimum of eight hours between shifts. Example: In the course of working overtime, an employee shall not be required to work more than 16 hours straight.

**Subsection 2.** It is understood that part-time employees' work hours would normally be increased before scheduling overtime for full-time employees.

**Subsection 3.** When the holiday option for two hours of work is exercised, said hours will not result in a claim for overtime, but shall be paid at the straight time rate. The two hours shall be scheduled by Management in the best interest of the workload, but within the regular four days of work, unless the employee and Management agree to another method of scheduling.

**Subsection 4.** Overtime equalization. The Employer will make a good faith effort to equalize the offer of scheduled overtime among employees in the same work unit and classification where training and ability are sufficient to do the work. The Employer, in the selection of employees to work volunteer overtime, shall first select employees from the volunteer over-time sign-up sheet and shall not pre-arrange facility post overtime for employees who are not signed up. The distribution of overtime shall be attempted to be equalized each two-month period beginning on the first day of the calendar month following the effective date of this Agreement or on the first day of any calendar month the Agreement becomes effective.

**Subsection 5.** Mandatory overtime. The parties agree to the following provisions when managing mandatory overtime:

- a. A list of the next 25 employees on the shift subject to mandatory overtime will be posted.
- b. Employees named on the list may volunteer for an overtime shift within one work week following the list's posting, and their voluntary overtime shift will count as their mandatory shift.
- c. Employees who cannot work a mandatory overtime shift upon request will be given 24 hours' notice to either volunteer for an overtime shift in the next work week or work the next mandatory overtime shift. If the employee refuses the next requested mandatory overtime, they may be subject to disciplinary action for insubordination. Continued patterns of refusing to work a mandatory overtime shift will be dealt with through progressive discipline.
  - i. "The next workweek" is defined as the remainder of the current workweek in which the employee initially refused as well as the upcoming workweek.

- ii. The currently established workweek begins on Saturday at 00:00 and continues through the following Friday at 23:59.
- d. Any employee who accepts a voluntary overtime shift and wishes to cancel the shift must notify the command post at least one hour prior to the start of the shift for which they volunteered. Failure to do so may result in disciplinary action.

**Subsection 6.** Provided it does not interfere with their regular work or work schedule, POST certified bargaining unit employees may volunteer and be offered overtime prior to implementation of a mandatory overtime.

**Subsection 7.** Employees shall not be required to suspend work during regular hours to absorb overtime.

**Subsection 8.** Consenting employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour workweek.

**Subsection 9.** Overtime shall be accumulated and paid in increments of one-tenth of an hour (six minutes).

**Subsection 10.** Attendance at meetings and training. It is understood that any time spent in meetings, seminars, or training where attendance is required by the Employer shall be considered work time. Such time shall not be subject to the call-out provisions of this Agreement.

**Section 11.** Standard callouts: Each and every callout will be for a minimum of four hours at one and one-half times pay. For additional time worked, the employee will be compensated for actual time worked at one and one-half times pay.

**Subsection 1.** Callouts - ranch employees. These callout provisions are not applicable to ranch employees.

**Subsection 2.** The Employer agrees to distribute a copy of the existing work rules manual upon employment of new personnel for use during pre-service training. Thereafter, the Employer will have a sufficient number of copies available for employees to review located in the captains and lieutenants' offices. The Federation will be provided a copy of the rules within 30 days after the signing of this Agreement. New rules or changes to rules will be distributed and available to employees through the captains and lieutenants, and in addition, will be posted in the muster room.

**Subsection 3.** Changes not of an emergency nature in existing work rules will be discussed with the Federation before implementation.

**Subsection 4.** All existing rules, regulations, and policies of the Department of Administration, Department of Corrections, Montana State Prison and Montana Correctional Enterprises and Clinical Services that are not specifically covered by this Agreement shall remain in full force and effect, provided such rules, regulations, and policies are not in conflict with the terms of this Agreement.

## **Section 12.** Uniforms

**Subsection 1.** Correctional officers will be furnished uniforms by the Employer. Should management decide to change the current uniform, a joint committee of management and Federation shall convene as the Uniform Committee. The committee shall make recommendations on the design and

style of the uniform(s), number of pieces to be issued and replacement schedules. The final decision shall be made by the Warden or his/her designee.

- a. With the exception of search gloves initial issue uniform items will be replaced on an exchange basis as determined by management.
- b. Once every two years, each uniformed correctional officer shall be issued one pair of puncture, cut resistant search gloves.

**Subsection 2.** MSP food service, mental health technicians, activity therapist, and infirmary workers.

- a. The employer will provide a uniform allowance for MSP food service, mental health technicians, activity therapist, and infirmary workers required to wear uniforms. Food service and infirmary workers may purchase such items from an approved vendor through the warehouse in an amount not to exceed \$300 per year of the contract term. Included in the \$300 uniform allowance, Food Service workers may purchase from an outside vendor, non-slip footwear. The employee shall be reimbursed upon submitting a receipt for the footwear. Mental health technicians and the activity therapist may purchase such items from an approved vendor through the warehouse in an amount not to exceed \$300 per year of the contract term. Once every two years, each mental health technician shall be issued one pair of puncture, cut resistant search gloves.
- b. The employer will daily provide at the place of work assignment a white smock for those infirmary staff required to wear them. These smocks will be cleaned and maintained by the employer.
- c. Infirmary workers will not be required to purchase approved uniforms from the Department of Corrections warehouse. Infirmary Workers may purchase uniforms, which are an approved patterned print on solid color other than orange, navy, tan/khaki, from an outside vendor. Infirmary Workers will be reimbursed for the purchase upon submitting a receipt for the items, up to \$300 per year of the contract.

**Subsection 3.** Maintenance workers.

- a. The employer will furnish four uniform shirts annually to each permanent employee along with one winter jacket, one light-weight jacket, one set of coveralls, and one hat to be replaced as needed. The shirts will be the required uniform. Jackets, coveralls and hats, if worn, must be those furnished by the employer. Failure to wear the uniform will be cause for discipline.

**Subsection 4.** Other MCE employees.

- a. With the exception of the Food Factory, the employer will provide four shirts annually to each employee along with one winter jacket, one lightweight jacket, and one hat. Jackets and hats will be replaced as needed. The shirts will be the required uniform. Jackets, when worn, must be those furnished by the employer. Failure to wear the uniform will be cause for discipline.
- b. When hired, Food Factory employees will be issued four shirts and one smock Shirts and smocks will be replaced as needed. The employer will provide a uniform allowance for Food Factory employees. These employees may purchase such items from an approved vendor through the warehouse in an amount not to exceed \$250 per year of the contract term.

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

**Section 13.** Vacation dates - non-custody staff. Vacation dates for all bargaining unit members except correctional officers shall be determined as follows:

**Subsection 1.** Vacation dates shall be selected twice each year. Annual vacation leaves shall be granted on the basis of seniority for all requests made in writing to the Employer during the month of May for vacation requests for the months of July through December, and November for vacation requests for the months of January through June of each year at the time requested insofar as possible, subject to requirements of service. In all cases, approval for vacation leave shall be made within five (5) business days following May 31st and November 30th respectively.

**Subsection 2.** In case requests for vacation time are made after December 1st and June 1st, such vacation dates shall be scheduled as the workload permits and priority shall be based on date of application. The Employer shall respond within 30 days of the submission date of the vacation request. The Employer shall, within 30 days of May 31st and November 30th of each year, post schedules of annual vacation leaves in the appropriate work areas. Supervisors will update this list as applications are submitted and approved.

**Section 14.** Vacation dates - correctional officers. Vacation dates for correctional officers shall be determined as follows:

**Subsection 1.** The employer shall provide a minimum of five vacation slots per day and shift for correctional officers.

**Subsection 2.** Correctional officers shall request vacation dates in December of each year for dates preferred for vacation in the next calendar year. A vacation calendar will be established for each shift in which correctional officers will be provided the opportunity, by order of seniority ranking, to sign for scheduling of vacations. Preferred vacation dates shall be granted on the basis of seniority for each shift insofar as possible, subject to the requirements of service. During initial vacation selection, and in the event no five-day vacation slot is available due to regular days off differences, an employee may take less than a five-day slot for vacation.

**Subsection 3.** Starting in the month of January, employees who are not successful in obtaining a period for vacation due to the seniority preference system will be accorded the opportunity to request open vacation periods on a first-come, first-served basis. Such requests would be granted insofar as possible subject to the requirements of service.

**Subsection 4.** Single-day vacation requests will be approved provided they do not create an undue hardship on the command post and/or management.

**Subsection 5.** Vacations granted during "prime time" shall be limited to a maximum of two weeks. Prime time is defined as the period from June first to August thirty-first inclusive, and the Holiday season.

**Subsection 6.** Opening day of the general rifle season to the close of the general season, as determined by the Montana State Fish, Wildlife, and Parks Department, shall be considered

premium time. During such premium time employees shall be restricted to vacation requests limited to one week.

**Subsection 7.** During the selection months of November and December, officers must choose their vacation period within 48 hours of being shown the available vacation dates. An officer who does not choose a vacation period within 48 hours will be moved to the bottom of the vacation seniority list.

**Subsection 8.** Shift Changes.

**Section 15.** Annual Leave (Vacation). Riverside Special Needs Unit Vacations

**Subsection 1.** Vacation dates – Employees at Riverside Special Needs Unit Vacations shall be granted on a first come first served basis. Should two or more employees in the same job classification request the same vacation day(s) and the requests are submitted on the same day, the available leave shall be granted by seniority.

**Subsection 2.** Should an employee request and be granted vacation leave for January 1, July 4, Thanksgiving, December 24, December 25 or December 31, and requests that particular holiday the following year, any other employees in the same job classification, who request that particular holiday shall be given preference over the employee who was granted the holiday in the previous year.

**Subsection 3.** Employees shall be barred from requesting compensatory time off in excess of the amount of earned compensatory time that has accrued at the time of the request. Employees may request vacation leave anticipated to be accrued and available for use at the time of the leave.

**Subsection 4.** Vacation leave may not be requested more than two years in advance. Only in the case of extenuating circumstances, and with the approval of the supervisor, may leave be requested more than two years in advance.

**Subsection 5.** Vacation requests must be approved by the employee's immediate supervisor. Management may cancel a vacation unless:

- a. It causes a substantial and undue financial hardship for the employee.
- b. The employee is attending an event for immediate family such as a funeral, wedding, or other major immediate family event.

**Section 16.** Whereas the parties agree that in May 2024 the overtime paid for the twelve-hour security shifts at MSP shall cease. Whereas the parties recognize twenty-four-hour security employees may wish to choose to remain on twelve-hour shifts or opt for an eight-hour or ten-hour shift. Whereas the staffing needs will influence the employees' shift hour choice and the number of shift choices. Therefore, the parties agree that in May of 2024 there may be a need to rebid the shifts. The parties also agree that there may be the need to construct suitable contractual language to accommodate the rebidding and shift options. Should the need arise, the parties agree to discuss and negotiate the particulars pertaining to the twenty-four-hour security shifts.

## **Addendum D**

### **PINE HILL EDUCATION ASSOCIATION LOCAL 7647**

**Section 1.** Association Leave: Association officers or designees shall be granted a leave of absence with pay to conduct Association business. Such leave shall be subject to approval by the Superintendent based upon the staffing needs of the school program and shall be requested on the standard leave request form. Such leave shall be limited to seven days per year for the unit. The Association will reimburse the school for the cost of the substitute(s).

**Section 2.** Employee Rights: Any derogatory material not shown to a teacher within 10 calendar days after receipt or composition shall not be used in any disciplinary action against said teacher.

**Subsection 1.** No teacher shall be required to appear before the Employer or its agents at a Due Process meeting, unless he/she has been given prior notice of the time, place and reason for such a meeting, at least 48 hours in advance.

**Subsection 2.** Whenever a teacher is the subject of either an oral or written complaint, which results in a subsequent investigation, the teacher shall be notified within 10 working days of the receipt of such complaint unless this is subject to necessarily confidential investigation. If substantiated, the teacher shall be entitled to review the total subject matter before making a comment. If the employee chooses to respond, he/she must do so within 10 working days.

**Section 3.** Layoffs: In the event that it should be necessary to reduce the number of teachers in the bargaining unit, teachers shall be retained on the basis of qualifications, length of service at Pine Hills, and accreditation needs of the institution. Any teacher who is to be laid off shall receive 60 calendar days' notice. Teachers laid off in accordance with the above shall be offered re-employment in the reverse order of layoff. Teachers shall have 10 calendar days to accept this offer of reemployment from the date of receipt of a certified letter.

**Section 4.** Promotions, Vacancies, and Layoffs: Vacancies and new positions shall be posted on staff bulletin boards at least 10 working days prior to application deadline and five working days prior to public advertisement. Such postings shall include any prerequisites for the position.

**Section 5.** Association Involvement at Faculty Meetings: The Association shall be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities. Furthermore, the Association shall be given an opportunity at faculty meetings to present reports and announcements.

#### **Section 6.** Workload

##### **Subsection 1.** Teaching Load

- a. The weekly teaching load for the teachers shall be no greater than 28 hours of assigned pupil responsibility. Contact time is defined as any time a teacher is assigned pupils for purposes of classroom instruction or supervision. Youth are defined as ages 10-17. Adult offenders are ages 18 and older.
- b. Substituting/Combining Classes
- c. Every effort will be made to attain a substitute teacher before Management combines classes or assigns another teacher the responsibility for those students.

##### **Subsection 2.** Class Load

- a. Desirable maximum class loads are defined as 12 pupils in academic and P.E. classes. available workspace and the ability to uphold and implement essential safety standards.

**Section 7.** The Association shall appoint one member of any committee, which is composed exclusively of teachers, and/or teachers and their supervisors, and where the business of the committee is education and/or school operation.

**Section 8.** Teachers have the right to use assigned duty facilities for class preparation provided the area is available. Teachers shall be informed one week in advance if their duty facility will not be available for their use in class preparation.

**Section 9.** Calendar Committee: The calendars for the fiscal years covered by this agreement. An advisory committee composed of two teachers and two management representatives will reach agreement upon a proposed school year calendar. The proposed calendar will be presented to management for final approval six months prior to the start of the next fiscal year.

**Section 10.** Student Discipline: The Principal or Superintendent, or his/her designee shall meet and confer with the teacher to provide input for a corrective program.

**Subsection 1.** A record of student discipline cases will be maintained for use as a basis for recommendations for necessary and proper disciplinary programs for student misbehavior.

**Subsection 2.** Teachers will be covered by the State Liability Insurance as provided by law.

**Subsection 3.** Time lost by a teacher in connection with any incident covered under 14.3 shall not be charged against the teacher.

**Subsection 4.** A committee to deal with student discipline shall be formed. The committee shall consist of three members, two appointed by the Association, and one appointed by Management. The committee shall meet at least once during the first session and at least once during the second session at a mutually agreeable time. The findings and written recommendations shall be submitted to the Superintendent before March 15th. The committee shall be provided with an opportunity to meet with the Superintendent within one month after submission. A record shall be kept of the proceedings and be available to both parties.

**Section 11.** Curriculum Advisory Committee: The Employer and the Association agree to form a Curriculum Advisory Committee (CAC) to review and make recommendations to the principal relating to anticipated changes in curriculum.

**Subsection 1.** This committee shall consist of four members: two appointed by the Association, and two appointed by the Superintendent.

**Subsection 2.** The CAC will schedule meetings at least twice during the school year. The Committee will select the chairperson.

**Subsection 3.** The CAC shall submit its recommendations to the principal in writing, a copy going to the Association. Minority reports shall also be submitted. The principal shall make a written statement of rationale when CAC recommendations are not adopted. The CAC shall have the option of submitting the recommendations to the Superintendent if the recommendations are not adopted by the principal.

**Section 12.** Pine Hills Correctional Facility will accept student teachers. No teacher shall be required to supervise a student teacher.



**Section 13.** Teachers' broadband pay plan: 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. No newly hired teacher shall be placed higher on the salary range than any teacher currently employed with like/similar licensure/education and equal or more years teaching experience.

**Subsection 1.** Each employee who reaches a new job anniversary date will move to the next scheduled increment conditioned upon:

- a. Successful completion of the required training as per the career progression plan for that occupation, and
- b. Acceptable performance as evidenced by not being on an active Performance Improvement Plan.

**Subsection 2.** 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 on the first day of the next pay period.

**Subsection 3.** Any employee who does not successfully complete the training requirement(s) 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 on the first day of the next pay period.

**Section 14.** The work year will be based on 2080 hours including statutory holidays and 12 PIR days. The Friday after Thanksgiving will not be a pupil instruction day.

**Section 15.** Pir days: Two of the PIR days will be scheduled concurrently with MFPE Educator's Conference days. Out of the remaining PIR days the Administration may plan for up to 20 hours of training for teachers, which may include two eight-hour blocks of instruction. With the mutual agreement of the union and management, two consecutive blocks of eight-hour training can be scheduled.

**Subsection 1.** A Training Committee will be established comprised of two members appointed by the Pine Hills Education Association, and two members appointed by management. Five (5) days per calendar year, (January-December), will be set aside for training purposes. These training days will be in addition to the regularly scheduled PIR days.

**Subsection 2.** The Training Committee will be charged with researching and recommending, to the Superintendent of the Facility, the training days to meet department and division mandates, and the American Correction Association requirements for facility accreditation.

**Section 16.** Workday: Compensation time will be carried over from one year to the next. Any compensation time earned above the 120-hour maximum shall be paid to the Teacher. The normal workday shall be 8 hours with a one-half hour paid lunch. Flexible scheduling may be available to teachers with management approval. A teacher's schedule will not be permanently changed without five working days' notice.

**Section 17.** Work period: The regular work period for all teachers shall be Monday through Friday.

**Section 18.** Work week: The workweek shall be seven consecutive days as established by management.

**Section 19.** Preparation time: Teachers covered by this contract shall be allowed a minimum of 50 minutes of preparation time per day. The intent of this time is to provide for lesson planning, professional reading or other activity designed to improve teacher performance or student learning.

**Subsection 1.** Teachers will be compensated in accordance with the Wage Scale.

**Subsection 2.** Teachers will earn sick and annual leave according to MOM policy based upon a 2080-hour work year.

**Subsection 3.** Management shall make a good faith effort to comply with nationally recognized standards as to caseloads and shall attempt to restrict a bargaining unit member's caseload to no more than 20 active cases. Bargaining unit members shall have input into consideration of their caseload assignments. Management shall make a good faith effort to assign counselors in the best interests of the employee and the residents.

**Subsection 4.** 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 the 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 Federation and the superintendent/designee.

**Section 20.** Mediation and Fact-Finding: A teacher called to appear for a fact-finding proceeding shall be provided with paid release time during working hours for that period of time his/her attendance is required. Mediation proceedings shall be scheduled by mutual agreement. If scheduled during normal working hours, bargaining team members whose attendance is required shall not lose compensation for performance of such duties, however Management shall maintain the right to meet staffing needs of the school.

**Section 21.** Orientation: Each new teacher will be provided with 40 hours of orientation during the first week of his/her employment. All teachers will be regularly updated on all new organizational directives pertinent to the job, including but not limited to pupil grading system, pupil discipline procedures, incident reports, security, and lodge relations.

**Section 22.** Pine Hills Teachers Annual Leave: Teachers shall earn annual leave as provided by 2-18-611-617,621, M.C.A. The dates of annual leave shall be determined by agreement between the employee and the school in accordance with 2-18-616 M.C.A. It is understood that there may be a limitation on the number of teachers who may take leave simultaneously. This limitation will be based on program needs.

**Subsection 1.** Requests for blocks of annual leave of four or more working days must be submitted, in writing, 30 days in advance. Preference shall be given to the first request. Should simultaneous requests occur, seniority shall prevail.

**Subsection 2.** At the discretion of management, the school may allow a teacher to use these days in increments of less than eight hours.

## **Addendum E**

### **PINE HILLS CORRECTIONAL ASSOCIATION LOCAL 8527**

**Section 1.** Federation Leave. The parties share an interest in resolving disputes at their earliest stages and continually improving communications between the Federation and the Employer. To that end, if staffing permits, the Employer shall allow the Federation president or a designee twelve (12) days per fiscal year with pay. The Federation president or designee will use this time to identify potential problems and concerns and regularly report those issues to management and human resources. The Federation shall be responsible for any and all travel expenses.

**Section 2.** Seniority means the length of continuous service with the agency since the last date of hire. Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds 60 working days or after a permanent transfer out of the bargaining unit. Previously credited service, however, will not be lost and an employee who is recalled or transfers back into the bargaining unit will retain all prior seniority. If leave without pay is for active-duty military service, seniority shall continue to accrue as if the employee were continuously employed during the leave.

**Subsection 1.** Seniority shall be revoked upon termination, retirement, or discharge for cause.

**Subsection 2.** Seniority, qualifications, and capabilities shall be the controlling factors in filling new or vacant permanent positions. 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.

**Subsection 3.** Qualifications, seniority, and capabilities shall be the controlling factors in selection of employees for layoff among positions of the same grade and class by geographic location, as identified in the supplemental agreements.

**Section 3.** Recall from layoff shall be in reverse order of layoff. The Employer shall notify a laid off employee to return to work by sending a certified, return receipt letter to the last known address for the employee with a copy to the Federation and shall therein notify the employee that failure of the employee to notify the Employer of his/her intent to return to work within 10 calendar days of the mailing of said letter shall constitute a forfeiture of his/her right to return to work. Recall rights shall be limited to a period of two years following the date of layoff.

**Subsection 1.** No permanent employee shall be laid off while temporary or probationary employees in the same skill are retained.

**Subsection 2.** 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.

**Section 4.** Holidays

**Subsection 1.** When a non-exempt full-time employee is required by the Employer to work on a holiday, s/he will be paid at the rate of two and one-half times his/her regular rate of pay, or at the employee's option, one and one-half times his/her regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and Employer. Non-exempt full-time employees shall be given the opportunity to select their option at the commencement of their employment and shall be bound by their choice for at least a one-year period unless otherwise agreed to by the Employer. Full-time exempt employees and employees who request and are authorized to work on a holiday shall receive their regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and the Employer. Eligible non-exempt part-time employees shall receive benefits granted in this section on a pro rata basis.

**Subsection 2.** Any eligible full-time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and his supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. Eligible non-exempt part-time employees shall receive benefits granted in this section on a pro rata basis.

**Subsection 3.** Nurses required to work on a holiday will be paid one and one-half times their regular rate of pay for up to eight hours worked on a holiday. The statutory benefit, an additional day off with pay, will be granted in lieu of the holiday worked by to be scheduled by mutual agreement between the employee and supervisor. Banked Holiday time will be paid out at 100% each fiscal year end.

**Section 5.** If an employee is assaulted with a biohazard or a chemical by a resident, they will be allowed one hour paid time to leave campus to shower/change. If said bargaining unit member qualifies for mileage reimbursement to home residence distance, they will be given an additional hour of paid time to shower and change. This shall only be granted if facility safety and security can be maintained.

**Section 6.** 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 PHCF 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.

**Section 7.** Vacancies: The following procedures will be followed in the posting and filling of vacant or newly created permanent positions. 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 for an equal opportunity to apply for the vacant or newly created position. It is understood that newly hired employees and employees on a leave of absence for any reason may not have the same period of notice as other employees concerning position vacancies.

**Subsection 1.** When a vacant or newly created permanent position is to be filled, the Employer shall prepare a Job Posting Notice and send it to each respective bureau level area to be posted. The notice will be posted in a specific place designated for job opening notices and shall state where interested employees are to make application, and the cutoff date for application submittals, and the minimum qualifications.

**Subsection 2.** The Employer will ensure that all such applications are considered in the selection process. Members in the bargaining units who are unsuccessful applicants shall be notified upon completion of the selection process.

**Subsection 3.** All positions in the bargaining unit, and those positions that immediately follow in a logical ladder shall be posted per the provisions of this Article for at least seven calendar days. However, For Correctional Officers only, the posting period shall be five calendar days.

**Subsection 4.** 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. MFPE stewards shall be allowed to conduct MFPE orientation with new staff during breaks.

**Subsection 5.** 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.

**Subsection 6.** CO shift leaders shall not be required to test or interview for lateral transfer to a vacant CO shift leader position. However, the 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.

**Subsection 7.** Recreation officers will be selected through a competitive process. Security Officers will be selected through the bid book process.

**Section 8.** Correctional officer shift bid book: The shift/days-off bid book shall be maintained and available to Correctional Officers and Correctional Counselors, 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.

**Subsection 1.** Correctional Officers and Correctional Counselors 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.

**Subsection 2.** 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 a Federation Correctional Officer, Security Officer or Correctional Counselor with at least one year of experience at Pine Hills Youth Correctional Facility will be present at the time such selections are made.

**Subsection 3.** 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:

**Subsection 4.** The Correctional Office or Correctional Counselor is granted his/her requested bid.

**Subsection 5.** The Correctional Officer or Correctional Counselor ceases to be a Correctional Officer or Correctional Counselor.

**Subsection 6.** The Correctional Officer or Correctional Counselor refuses to accept the shift/days-off requested.

**Subsection 7.** Notification to successful bidders of their selection is accomplished by leaving a message on the message phone referenced in Subsection 1 above.

**Subsection 8.** Every six (6) months the bid book will be cleaned up and rewritten by a committee consisting of two bargaining unit members chosen by the membership and two management members chosen by management.

**Section 9.** Workday and Workweek: A regular workday shall consist of eight hours of continuous work, including two duty-free 15-minute rest breaks. Employees shall also be granted a duty-free meal break, the length and scheduling of which is to be determined by the individual supplemental agreement. The meal break shall normally be without pay unless established otherwise by the individual supplemental agreement. 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.

**Subsection 1.** 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.

**Subsection 2.** A regular workweek shall consist of five regular workdays, Monday through Friday inclusive, totaling 40 hours. For correctional, security, kitchen, clerical, warehouse, maintenance, electrician, institutional social workers, nurses, and clerical staff, the work week shall consist of seven consecutive 24-hour periods totaling 168 hours.

**Subsection 3.** A designated workweek shall consist of 40 hours composed of any five consecutive workdays, immediately followed by two days off. Alternative work schedules may be arranged with the approval of the superintendent or warden, contingent upon available funding. Flexible hours of service for non-direct care staff may be implemented through request by the employee and subsequent approval of the Employer.

**Subsection 4.** In work areas where a regular workweek is not feasible, employees may be assigned to a designated workweek by mutual agreement. In the event that mutual agreement cannot be reached with any employee, the employee with the least seniority within a classification will be assigned to the duty.

**Subsection 5.** Employees placed on a regular or designated work schedule shall not have their work schedule changed unless given 10 days' notice of the change, except in emergency situations.

**Subsection 6.** Full-time employees who are called out for work and report outside the regular shift shall be paid for a minimum of two hours at a rate of one and one-half times the regular rate of pay, except for holidays, which will be paid at two and one-half times the regular rate of pay. Each hour

after two hours shall also be paid at the overtime rates. It is understood that this provision does not apply to overtime work, which is contiguous with the regular or designated workday. The two-hour minimum shall not apply when employees are called out to attend training sessions.

**Subsection 7.** The employer shall not keep an employee beyond the completion of the specific task simply to have the employee present for the minimum guarantee.

**Subsection 8.** The Pay Plan Rules as promulgated by the Department of Administration, or each specific agency shall be in effect for all members of the bargaining units covered by this Agreement for the term of this Agreement.

**Subsection 9.** The Employer may schedule staggered working hours within the eight-hour workday by mutual agreement.

**Section 10.** Pay: If an employee is selected and given written authorization by a Management designee to temporarily fill a vacancy in a higher graded job, s/he shall be paid at the higher grade with the exact rate of temporary pay to be set by the Pay Plan rules. Management will not adopt a policy of refusing to authorize such assignments.

**Subsection 1.** Whenever an employee receives a pay increase, such an increase shall be granted from the first day of the pay period during which such an increase becomes effective.

**Subsection 2.** Relocation allowances, allowances for living in high-cost areas, shift differential, and other pay additives will be negotiated on a bargaining unit basis.

**Section 11.** Overtime and compensatory time. Correctional Officers Only: in order to rotate and balance overtime opportunities, the Employer shall maintain a seniority list for 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.

**Section 12.** -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.

**Subsection 1.** Maintenance staff will be scheduled to be available for on-call work and provided an on-call cell phone. While on-call, employees will be restricted from using alcohol or drugs that affect their ability to safely operate equipment. While on-call maintenance staff will receive ~~2~~ one hour of compensatory time Monday through Friday and ~~2~~ two hours of compensatory time while on call on Saturdays and Sundays and will be required to answer the phone during the on-call hours.

**Subsection 2.** If the job-related travel time is scheduled for other than the employee's normal workweek, such travel time shall be compensated ~~in accordance with the terms of this Article.~~

**Subsection 3.** The Employer agrees that no supervisor or administrator will regularly perform the duties of an employee covered by this Agreement who is ready, willing and able to perform such duties and who would normally be entitled to overtime for such performance.



**Subsection 4.** Consenting employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour workweek.

**Subsection 5.** The Employer agrees not to block out periods of time during which by policy employees will not be allowed to use accrued compensatory time so long as it is understood that the Employer may approve or disapprove compensatory time usage dependent upon the needs of the agency.

**Section 13.** Mandatory Overtime and Call-Out

**Subsection 1.** All bargaining unit correctional officers will be placed on a list, ranked in order of seniority.

**Subsection 2.** That list will be divided into three groups by counting off, one to three, with all ones constituting one group, all twos another group, all threes an additional group. New hires will be added to a group once management deems them qualified to fill vacancies.

**Subsection 3.** These groups will be responsible for mandatory overtime and call-out on a rotating basis with each group being primary for a pay period.

**Subsection 4.** Once each month, management shall post a voluntary overtime sign-up sheet by Central Control providing an opportunity for correctional officers to volunteer for overtime and callouts by signing the voluntary overtime form.

**Subsection 5.** In the event there is a need to call-out a correctional officer to fill for an unscheduled absence, the call-out will be offered to those correctional officers on the volunteer call-out list. An employee on the volunteer callout list who accepts a call-out shall be placed on the bottom of the mandatory overtime and callout list.

**Subsection 6.** If the need to call-out for an unscheduled absence is not filled with a volunteer from the Voluntary Overtime List, the Correctional Officers on shift will be contacted for a volunteer to fill the shift. If the shift is still vacant the opportunity/responsibility to fill will be presented to the group responsible for that particular pay period. If no member of the order-in group works the call-out when ordered, management may require a member of the next successive group to work the call-out. When a member of that group works a call out, that person will be rotated to the bottom of that group's list.

**Subsection 7.** The rotational order of the call-out groups will be maintained from one rotation to the next.

**Subsection 8.** Staff will not be ordered in to work on days designated as approved annual leave in those cases where the staff member is serving his/her call-out group rotation period.

**Subsection 9.** Mandatory overtime will be assigned as follows; five days after the schedule is posted any shift vacancies to be filled for the week shall be filled by the group with responsibility for that pay period. If placed in a mandatory overtime shift the Officer will be moved to the bottom of the list.

**Subsection 10.** Employees who cannot work a mandatory overtime shift upon request will be given 24 hours' notice to either volunteer for an overtime shift in the next workweek or work the next mandatory overtime shift. If the employee refuses the next requested mandatory overtime, they

may be subject to disciplinary action for insubordination. Continued patterns of refusing to work a mandatory overtime shift will be dealt with through progressive discipline.

**Subsection 11.** The Employer shall ensure reasonable access to the Federation and each employee an up-to-date policy of its rules, regulations and policies on employment related matters. The Federation shall be notified of any proposed changes or additions to personnel rules, regulations and policies issued by the Department of Administration and the individual departments, sufficiently in advance to allow discussion and comment by the Federation.

**Section 14.** Uniform Application of Rules and Regulations: All rules and regulations governing teacher activities and conduct shall be interpreted and applied uniformly.

**Section 15.** Miscellaneous

**Subsection 1.** If an employee is required to wear a uniform, protective clothing, or any type of protective clothing or protective device, the Employer shall furnish said items.

Uniforms - The initial issue of uniform items to Officers will be as follows:

- Uniform Pants (3)
- Facility Polo Shirts (3)
- Glove Pouch (1)
- Key Holder (1)
- Portable Radio Holder {per shift}

After initial issue, uniform items will be replaced on an exchange basis as determined by management.

**Subsection 2.** Pine Hills non-Teachers. 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 PHCF management. The employees identified in UD 9-2001 shall have their base wage rate increased to the Correctional Officer level.

**Subsection 3.** The Federation shall have access to the State Employee Group Benefit Advisory Council at its quarterly meeting and shall through that statutorily established channel have formal input relative to health insurance.

**Subsection 4.** 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 the replacement of damaged equipment.

**Section 16.** Pine Hills Care and Custody. It is understood and agreed that an employee within the bargaining units may choose to take at least two consecutive accrued work weeks of annual leave per year. It is also understood that employees may take annual leave, with prior Management approval, at their individual discretion as long as the execution of this right does not cause an undue burden for the Employer's operation.

**Subsection 1.** 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 a 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 workdays within a 14 consecutive calendar day period.

**Subsection 2.** 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 workdays 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.

**Subsection 3.** 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 of 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 may be 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 basis as outlined below.

**Subsection 4.** 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	2	0 - 20,799	05 Days
10-15	2	20,800 - 31,199	08 Days
15-20	3	31,200 - 41,599	06 Days
20+	3	41,600+	09 Days

**Subsection 5.** 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 of 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.

## Addendum F

### PAY ADDENDUM

#### **Effective July 1, 2023:**

Title	Class Code	1 <sup>st</sup> Increment	2 <sup>nd</sup> Increment	3 <sup>rd</sup> Increment	4 <sup>th</sup> Increment	5 <sup>th</sup> Increment	6 <sup>th</sup> Increment
Accountant 1 (MSP/MCE)	B21011						\$23.46
Accounting Technician 1 (MSP/MCE)	Q33021						\$17.30
Accounting Technician 2 (All Locations)	Q33022						\$20.44
Administrative Assistant 1 (MSP/Riverside Medical Admin Assistant)	Q61021						\$19.18
Administrative Assistant 2 (MSP/MCE)	Q61022						\$20.47
Administrative Assistant 2 (P&P "Administrative Support")	Q61022						\$19.51
Administrative Assistant 2 (PHCF "Secretary")	Q61022						\$17.92
Administrative Assistant 3 (Health Services at MSP)	Q61023						\$22.48
Administrative Assistant 3 (P&P Regional Administrative Assistants and Court Liaison)	Q61023						\$20.01
Clinical Therapist 1 (MSP/Riverside)	F12031	28.55	\$30.55	\$31.55	\$33.55	\$34.55	\$35.55
Compliance Specialist 1 (MSP Records)	B14011						\$20.47
Compliance Specialist 2 (MSP Records)	B14012						\$23.26
Compliance Specialist 3 (MSP Records)	B14013						\$26.70
Compliance Specialist 3 (MSP Technical Services)	B14013						\$32.74
Compliance Technician 1 (MSP/MCE)	Q4J041						\$22.95
Food Service Technical/Food Service Supervisor (all locations)	M2102M						\$22.24
Correctional Case Specialist 1 (MSP "Correctional Treatment Tech")	F19021						\$18.28
Correctional Case Specialist 1 (MSP "Correctional Treatment Specialist")	F19021						\$21.13
Correctional Case Specialist 1 (MWP "Case Manager")	F19021						\$25.05
Correctional Case Specialist 1 (P&P Pre-Sentence Investigation Writer)	F19021						\$20.90
Correctional Case Specialist 1 (P&P Probation and Parole Officer Tech)	F19021						\$20.52
Correctional Case Specialist 2 (Health Services @ MSP)	F19022						\$25.54
Correctional Officer 1 (All locations)	L31011	\$22.51	\$23.18	\$23.85	\$24.52	\$25.19	\$25.86
Correctional Officer 2 (All locations)	L31012	\$23.01	\$23.68	\$24.35	\$25.02	\$25.69	\$26.36
Correctional Officer 3 (All locations)	L31013	\$25.19	\$26.00	\$26.80	\$27.61	\$28.41	\$29.21
Dental Assistant 1 (All locations)	K99011						\$20.04
GPN/CMA 1 (MSP/Riverside Certified Medical Assistant)	J26011						\$20.85

Hearings Officer 1 (P&P)	G11111			26.47	27.76	29.17	\$30.57
Inmate Production Officer 1 (MCE Inmate Training Specialists)	U11011					\$24.05	\$25.54
Inmate Production Officer 1 (MSP/MCE "Housekeeping" Custodial Sup. /Mgr.)	U11011					\$15.34	\$17.68
Inmate Production Officer 1 (MSP/MCE Laundry Supervisor)	U11011				\$18.52	\$20.23	\$21.92
Inmate Production Officer 1 (MSP/MCE Production Worker Sup.)	U11011					\$22.32	\$24.05
Lab Technician 2 (All Locations)							\$25.41
Library Assistant 1 (MSP Librarian)	H43011					\$19.18	\$19.85
Library Assistant 2 (All locations)	H43012				20.69	\$21.69	\$22.69
Librarian 1 (All locations)	H42011			23.99	\$24.99	\$25.99	\$26.99
License Permit Technician 1 (MCE)	Q43031						\$18.66
Licensed Practical Nurse 2 (All Locations)	J26012						\$25.55
Mail Courier 2 (MSP Mail Clerk)	Q95012						\$20.47
Maintenance Worker 1 (All Locations)	T97011						\$23.18
Maintenance Worker Supervisor (MSP/MCE Equipment Mechanic)	T9701M						\$19.88
Nursing Aide 1 (MSP/Riverside)	K11041						\$17.05
Nursing Aide 2 (MSP/Riverside)	K11042						\$17.50
Pharmacy Assistant 1 (All Locations)	K99031						\$17.99
Probation and Parole Officer 1 (P&P)	F19011					23.08	\$24.79
Program Officer 1 (MSP/MCE)	B1J091						\$24.10
Program Officer 2 (MSP/MCE)	B1J092						\$27.63
Program Specialist 1 (MSP/MCE)	B1J011						\$22.33
Program Specialist 2 (MSP/MCE)	B1J012						\$30.05
Purchaser 1 (MSP/MCE "Purchasing Technician")	B12011						\$23.05
Purchaser 2 (MSP/MCE "Purchasing Agent")	B12012						\$26.40
Purchasing Technician 1 (MSP/MCE)	Q36011						\$17.89
Recreation Technician 1 (MSP/MCE)	O92111						\$22.41
Recreation Therapist 1 (MSP/Riverside)	J1C011						\$23.82
Registered Nurse 2 (MSP/Riverside)	J1E012					\$37.28	\$40.82
Registered Nurse 2 (PHCF)	J1E012				31.35	\$34.82	\$38.29
Social Worker 2 (PHCF Child Family Social Worker)	F12012		20.81	22.25	23.69	25.13	\$26.59
Teacher 1 (All locations)	H23011	28.92	29.92	30.92	31.92	\$32.92	\$33.92
Trainer 1 (MSP/MCE)	B1F011						\$24.05
Trainer 2 (All locations)	B1F012		28.92	29.92	30.92	\$31.92	\$32.92
Warehouse Worker 1 (PHCF)	V76011						\$16.52

**Effective May 1, 2024:**

Title	Class Code	1 <sup>st</sup> Increment	2 <sup>nd</sup> Increment	3 <sup>rd</sup> Increment	4 <sup>th</sup> Increment	5 <sup>th</sup> Increment	6 <sup>th</sup> Increment
Accountant 1 (MSP/MCE)	B21011						\$23.46
Accounting Technician 1 (MSP/MCE)	Q33021						\$17.30
Accounting Technician 2 (All Locations)	Q33022						\$20.44
Administrative Assistant 1 (MSP/Riverside Medical Admin Assistant)	Q61021						\$19.18
Administrative Assistant 2 (MSP/MCE)	Q61022						\$20.47
Administrative Assistant 2 (P&P "Administrative Support")	Q61022						\$19.51
Administrative Assistant 2 (PHCF "Secretary")	Q61022						\$17.92
Administrative Assistant 3 (Health Services at MSP)	Q61023						\$22.48
Administrative Assistant 3 (P&P Regional Administrative Assistants and Court Liaison)	Q61023						\$20.01
Clinical Therapist 1 (MSP/Riverside)	F12031	28.55	\$30.55	\$31.55	\$33.55	\$34.55	\$35.55
Compliance Specialist 1 (MSP Records)	B14011						\$20.47
Compliance Specialist 2 (MSP Records)	B14012						\$23.26
Compliance Specialist 3 (MSP Records)	B14013						\$26.70
Compliance Specialist 3 (MSP Technical Services)	B14013						\$32.74
Compliance Technician 1 (MSP/MCE)	Q4J041						\$22.95
Food Service Technical/Food Service Supervisor (all locations)	M2102M						\$22.24
Correctional Case Specialist 1 (MSP "Correctional Treatment Tech")	F19021						\$18.28
Correctional Case Specialist 1 (MSP "Correctional Treatment Specialist")	F19021						\$21.13
Correctional Case Specialist 1 (MWP "Case Manager")	F19021						\$25.05
Correctional Case Specialist 1 (P&P Pre-Sentence Investigation Writer)	F19021						\$21.90
Correctional Case Specialist 1 (P&P Probation and Parole Officer Tech)	F19021						\$20.52
Correctional Case Specialist 2 (Health Services @ MSP)	F19022						\$25.54
Correctional Officer 1 (All locations)	L31011	\$22.51	\$23.18	\$23.85	\$24.52	\$25.19	\$25.86
Correctional Officer 2 (All locations)	L31012	\$23.01	\$23.68	\$24.35	\$25.02	\$25.69	\$26.36
Correctional Officer 3 (All locations)	L31013	\$25.19	\$26.00	\$26.80	\$27.61	\$28.41	\$29.21
Dental Assistant 1 (All Locations)	K99011						\$20.04
GPN/CMA 1 (MSP/Riverside Certified Medical Assistant)	J26011						\$20.85
Hearings Officer 1 (P&P)	G11111			27.47	28.76	30.17	\$31.57
Inmate Production Officer 1 (MCE Inmate Training Specialists)	U11011					\$24.05	\$25.54

Inmate Production Officer 1 (MSP/MCE "Housekeeping" Custodial Sup. /Mgr.)	U11011					\$15.34	\$17.68
Inmate Production Officer 1 (MSP/MCE Laundry Supervisor)	U11011				\$18.52	\$20.23	\$21.92
Inmate Production Officer 1 (MSP/MCE Production Worker Sup.)	U11011					\$22.32	\$24.05
Lab Technician 2 (All Locations)							\$26.91
Library Assistant 1 (MSP Librarian)	H43011					\$19.18	\$19.85
Library Assistant 2 (All locations)	H43012				20.69	\$21.69	\$22.69
Librarian 1 (All locations)	H42011			23.99	\$24.99	\$25.99	\$26.99
License Permit Technician 1 (MCE)	Q43031						\$18.66
Licensed Practical Nurse 2 (All Locations)	J26012						\$27.05
Mail Courier 2 (MSP Mail Clerk)	Q95012						\$20.47
Maintenance Worker 1 (All Locations)	T97011						\$23.18
Maintenance Worker Supervisor (MSP/MCE Equipment Mechanic)	T9701M						\$19.88
Nursing Aide 1 (MSP/Riverside)	K11041						\$17.05
Nursing Aide 2 (MSP/Riverside)	K11042						\$17.50
Pharmacy Assistant 1 (All Locations)	K99031						\$17.99
Probation and Parole Officer 1 (P&P)	F19011					24.08	\$25.79
Program Officer 1 (MSP/MCE)	B1J091						\$24.10
Program Officer 2 (MSP/MCE)	B1J092						\$27.63
Program Specialist 1 (MSP/MCE)	B1J011						\$22.33
Program Specialist 2 (MSP/MCE)	B1J012						\$30.05
Purchaser 1 (MSP/MCE "Purchasing Technician")	B12011						\$23.05
Purchaser 2 (MSP/MCE "Purchasing Agent")	B12012						\$26.40
Purchasing Technician 1 (MSP/MCE)	Q36011						\$17.89
Recreation Technician 1 (MSP/MCE)	O92111						\$22.41
Recreation Therapist 1 (MSP/Riverside)	J1C011						\$23.82
Registered Nurse 2 (MSP/Riverside)	J1E012					\$37.28	\$40.82
Registered Nurse 2 (PHCF)	J1E012				31.35	\$34.82	\$38.29
Social Worker 2 (PHCF Child Family Social Worker)	F12012		20.81	22.25	23.69	25.13	\$26.59
Teacher 1 (All locations)	H23011	28.92	29.92	30.92	31.92	\$32.92	\$33.92
Trainer 1 (MSP/MCE)	B1F011						\$24.05
Trainer 2 (All locations)	B1F012		28.92	29.92	30.92	\$31.92	\$32.92
Warehouse Worker 1 (PHCF)	V76011						\$16.52



**Effective July 1, 2024:**


Title	Class Code	1 <sup>st</sup> Increment	2 <sup>nd</sup> Increment	3 <sup>rd</sup> Increment	4 <sup>th</sup> Increment	5 <sup>th</sup> Increment	6 <sup>th</sup> Increment
Accountant 1 (MSP/MCE)	B21011						\$24.96
Accounting Technician 1 (MSP/MCE)	Q33021						\$18.80
Accounting Technician 2 (All Locations)	Q33022						\$21.94
Administrative Assistant 1 (MSP/Riverside Medical Admin Assistant)	Q61021						\$20.68
Administrative Assistant 2 (MSP/MCE)	Q61022						\$21.97
Administrative Assistant 2 (P&P "Administrative Support")	Q61022						\$21.01
Administrative Assistant 2 (PHCF "Secretary")	Q61022						\$19.42
Administrative Assistant 3 (Health Services at MSP)	Q61023						\$23.98
Administrative Assistant 3 (P&P Regional Administrative Assistants and Court Liaison)	Q61023						\$21.51
Clinical Therapist 1 (MSP/Riverside)	F12031	30.05	\$32.05	\$33.05	\$35.05	\$36.05	\$37.05
Compliance Specialist 1 (MSP Records)	B14011						\$21.97
Compliance Specialist 2 (MSP Records)	B14012						\$24.76
Compliance Specialist 3 (MSP Records)	B14013						\$28.20
Compliance Specialist 3 (MSP Technical Services)	B14013						\$34.24
Compliance Technician 1 (MSP/MCE)	Q4J041						\$24.45
Food Service Technical/Food Service Supervisor (all locations)	M2102M						\$23.74
Correctional Case Specialist 1 (MSP "Correctional Treatment Tech")	F19021						\$19.78
Correctional Case Specialist 1 (MSP "Correctional Treatment Specialist")	F19021						\$22.63
Correctional Case Specialist 1 (MWP "Case Manager")	F19021						\$26.55
Correctional Case Specialist 1 (P&P Pre-Sentence Investigation Writer)	F19021						\$23.40
Correctional Case Specialist 1 (P&P Probation and Parole Officer Tech)	F19021						\$22.02
Correctional Case Specialist 2 (Health Services @ MSP)	F19022						\$27.04
Correctional Officer 1 (All locations)	L31011	\$24.01	\$24.68	\$25.35	\$26.02	\$26.69	\$27.36
Correctional Officer 2 (All locations)	L31012	\$24.51	\$25.18	\$25.85	\$26.52	\$27.19	\$27.86
Correctional Officer 3 (All locations)	L31013	\$26.69	\$27.50	\$28.30	\$29.11	\$29.91	\$30.71
Dental Assistant 1 (All Locations)	K99011						\$21.54
GPN/CMA 1 (MSP/Riverside Certified Medical Assistant)	J26011						\$22.35
Hearings Officer 1 (P&P)	G11111			28.97	30.26	31.67	\$33.07
Inmate Production Officer 1 (MCE Inmate Training Specialists)	U11011					\$25.55	\$27.04


Inmate Production Officer 1 (MSP/MCE "Housekeeping" Custodial Sup. /Mgr.)	U11011					\$16.84	\$19.18
Inmate Production Officer 1 (MSP/MCE Laundry Supervisor)	U11011				\$20.02	\$21.73	\$23.42
Inmate Production Officer 1 (MSP/MCE Production Worker Sup.)	U11011					\$23.82	\$25.55
Lab Technician 2 (All Locations)							\$28.41
Library Assistant 1 (MSP Librarian)	H43011					\$20.68	\$21.35
Library Assistant 2 (All locations)	H43012				22.19	\$23.19	\$24.19
Librarian 1 (All locations)	H42011			25.49	\$26.49	\$27.49	\$28.49
License Permit Technician 1 (MCE)	Q43031						\$20.16
Licensed Practical Nurse 2 (All Locations)	J26012						\$28.55
Mail Courier 2 (MSP Mail Clerk)	Q95012						\$21.97
Maintenance Worker 1 (All Locations)	T97011						\$24.68
Maintenance Worker Supervisor (MSP/MCE Equipment Mechanic)	T9701M						\$21.38
Nursing Aide 1 (MSP/Riverside)	K11041						\$18.55
Nursing Aide 2 (MSP/Riverside)	K11042						\$19.00
Pharmacy Assistant 1 (All Locations)	K99031						\$19.49
Probation and Parole Officer 1 (P&P)	F19011					25.58	\$27.29
Program Officer 1 (MSP/MCE)	B1J091						\$25.60
Program Officer 2 (MSP/MCE)	B1J092						\$29.13
Program Specialist 1 (MSP/MCE)	B1J011						\$23.83
Program Specialist 2 (MSP/MCE)	B1J012						\$31.55
Purchaser 1 (MSP/MCE "Purchasing Technician")	B12011						\$24.55
Purchaser 2 (MSP/MCE "Purchasing Agent")	B12012						\$27.90
Purchasing Technician 1 (MSP/MCE)	Q36011						\$19.39
Recreation Technician 1 (MSP/MCE)	O92111						\$23.91
Recreation Therapist 1 (MSP/Riverside)	J1C011						\$25.32
Registered Nurse 2 (MSP/Riverside)	J1E012					\$38.78	\$42.39
Registered Nurse 2 (PHCF)	J1E012				32.85	\$36.32	\$39.82
Social Worker 2 (PHCF Child Family Social Worker)	F12012		22.31	23.75	25.19	26.63	\$28.09
Teacher 1 (All locations)	H23011	30.42	31.42	32.42	33.42	\$34.42	\$35.42
Trainer 1 (MSP/MCE)	B1F011						\$25.55
Trainer 2 (All locations)	B1F012		30.42	31.42	32.42	\$33.42	\$34.42
Warehouse Worker 1 (PHCF)	V76011						\$18.02

Signed and dated this 9/6/2023.


FOR: THE STATE OF MONTANA


FOR: MONTANA FEDERATION OF PUBLIC EMPLOYEES


DocuSigned by:  
  
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Karol Anne Davis, Chief Negotiator  
Montana Department of Corrections

DocuSigned by:  
  
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Amanda Curtis, President  
Montana Federation of Public Employees

DocuSigned by:  
  
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Brian Gootkin, Director  
Montana Department of Corrections

DocuSigned by:  
  
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Trevor Newman, P&P Local 4464  
Montana Department of Corrections

DocuSigned by:  
  
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Kyanne Brooks, MFWP Local 4699  
Montana Department of Corrections

DocuSigned by:  
  
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Cathy Clark, MFMSP Local 4700  
Montana Department of Corrections

DocuSigned by:  
  
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Aren Briscoe, PHEA Local 7647  
Montana Department of Corrections

DocuSigned by:  
  
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Bryan Blair, PHCA Local 8527  
Montana Department of Corrections