

MEMORANDUM OF UNDERSTANDING

Collective Bargaining Agreement Contract Period: July 1, 2025, through June 30, 2027

Between:

- State of Montana, Department of Corrections
 - Montana Federation of Public Employees DOC Consortium
-

I. Parties and Effective Date

This Memorandum of Understanding ("MOU") is entered into on this 12/11/2025 by and between:

- The State of Montana, Department of Corrections (hereinafter referred to as "DOC" or "Employer"), and
- The Montana Federation of Public Employees, Locals 4464, 4699, 4700, 7647, and 8527, hereinafter referred to as "Union" or "MFPE")

II. Background and Purpose

On October 10, 2025, Montana State Prison ("MSP") experienced a significant water main failure that resulted in the loss of running water for more than ten (10) days. DOC employees provided critical response support to sustain essential services throughout this emergency.

The purpose of this MOU is to establish a one-time lump sum payment to eligible DOC employees who were directly impacted by, or contributed to, emergency response efforts during the water system incident. These payments are intended to recognize:

- Increased service demands under emergency conditions
- Operational disruption and workplace hardship; and
- Continued commitment to meeting institutional needs during emergency circumstances.

III. Eligible Employees

This MOU applies to all bargaining unit employees represented by MFPE who were assigned to or provided emergency response services at MSP during the emergency period of October 10, 2025, through November 1, 2025.

IV. Payment Structure

The parties agree to a tiered payment approach based on three (3) categories of emergency response participation:

Tier 1: Standard Presence Payment - \$250

Eligibility: All employees who regularly report to work at MSP and were present during the emergency period but did not provide direct emergency response support beyond their normal duties.

Criteria:

- Employee's regular duty station is MSP;
- Worked at least one (1) shift during the emergency period; and
- Did not participate in enhanced emergency response activities.

Tier 2: Limited Response Payment - \$250

Eligibility: All employees who responded to the emergency but worked fewer than five (5) emergency response shifts.

Criteria:

- Employees who normally report to MSP and provided limited direct emergency response support (fewer than 5 shifts);
- Employees from other DOC facilities who volunteered to assist at MSP for fewer than five (5) shifts; or
- Employees who performed duties outside their normal job responsibilities in direct support of emergency operations.

Tier 3: Extended Response Payment - \$500

Eligibility: All employees who worked five (5) or more emergency response shifts at MSP.

Criteria:

- Employees who normally report to MSP and provided significant direct emergency response support (5 or more shifts); or
- Employees from other DOC facilities who volunteered to assist at MSP for five (5) or more shifts.

V. Payment Terms and Conditions

1. **Single Payment Limit:** Each eligible employee shall receive only one (1) lump sum payment under this MOU, based on the highest tier for which they qualify.
2. **Payroll Processing:** Payments will be processed through regular payroll systems with all applicable federal, state, and local payroll taxes withheld in accordance with law.

3. **Non-Precedential:** This one-time payment shall not establish past practice, shall not be considered base wages for any purpose.
4. **Payment Timing:** Eligible employees shall receive payment no later than December 24, 2025.
5. **Grievability:** Disputes regarding eligibility or payment tier assignment under this MOU shall not be eligible for filing a grievance.

VI. Administration and Implementation

1. **Identification of Eligible Employees:** The Employer shall identify eligible employees and their appropriate payment tier based on documented work records, and supervisory verification.

VII. Relationship to Existing Agreement

This MOU is an addendum to [005 - CBA DOC MFPE 2025-2027](#) solely as described herein. In all other respects, the CBA remains in full force and effect.

VIII. Entire Agreement

This MOU constitutes the entire agreement between the parties concerning one-time payments related to the October 2025 MSP water system emergency. Any modifications to this MOU must be made in writing and signed by authorized representatives of both parties.

IX. Execution

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date first written above.

Dated this 12/11/2025.

THE STATE OF MONTANA:

Signed by:

Karol Anne Davis

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Karol Anne Davis, Chief Negotiator
State Office of Labor Relations

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Brian Gootkin

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Brian Gootkin, Director
Montana Department of Corrections

THE FEDERATION:

DocuSigned by:

Joseph Dompier

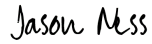
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Joe Dompier, Field Agent
MFPE

Signed by:

Mike Gibbons

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Mike Gibbons, P&P Local 4464
Montana Department of Corrections

Signed by:



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Jason Ness, MFWP Local 4699
Montana Department of Corrections

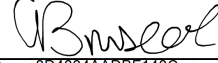
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Susan Menicucci-Schimming, MFMSP
Local 4700, MT Dept. of Corrections

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Aren Briscoe, PHEA Local 7647
Montana Department of Corrections

Signed by:



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Bryan Blair, PHCA Local 8527
Montana Department of Corrections