

**AGREEMENT BETWEEN
THE COUNTY OF MISSOULA**

and the

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL
EMPLOYEES (AFSCME), COUNCIL NO. 9**

Juvenile Detention Unit

JULY 1, 2008

To

JUNE 30, 2010

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THIS AGREEMENT is made and entered into between the COUNTY OF MISSOULA, Missoula, Montana, hereinafter referred to as the EMPLOYER, and AFSCME MT STATE COUNCIL 9 and Local #3617 the Juvenile Detention Center of MISSOULA COUNTY, Missoula, Montana, hereinafter referred to as the UNION.

ARTICLE 1
PURPOSE

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana State statutes, this AGREEMENT has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, fringe benefits and other conditions of employment.

ARTICLE 2
RECOGNITION

SECTION 1: The EMPLOYER recognizes the UNION as the exclusive bargaining representative for all Juvenile Detention Officers and Juvenile Housing Unit Managers employed at the Missoula County Detention Facility, excluding all supervisors, management officials, confidential employees (as defined under 39-31-103, MCA), temporary employees, intermittent/on-call employees, employees who are members of other bargaining units and any other employees excluded by law.

SECTION 2: EMPLOYER agrees that no services or work of the kind, nature, or type covered by, presently performed, or hereafter assigned to, the collective bargaining unit will be sub-contracted, transferred, leased, or assigned in whole or part to others if it would cause the separation from County service of bargaining unit employees without the mutual consent of both the EMPLOYER and the UNION.

ARTICLE 3
UNION SECURITY AND DUES COLLECTION

SECTION 1: No employee shall suffer a reduction in wages, working conditions or change in classification previously enjoyed, which were greater than those contained herein, because of the adoption of this AGREEMENT nor shall the employee be penalized in any manner for any normal UNION activities.

SECTION 2: The EMPLOYER recognizes the right of members of the Unit to organize, join and support a UNION for purposes of engaging in collective bargaining. The EMPLOYER agrees to withhold monthly payroll deductions for the purpose of paying UNION dues or representation fees for those employees who so authorize as prescribed by Section 39-31-203, MCA.

SECTION 3: The EMPLOYER agrees that all employees covered by this AGREEMENT shall be required to either: (1) become members of the UNION, or (2) pay a representation fee to the UNION, in an amount determined by the UNION in compliance with law. Whether an employee joins the UNION or pays the representation fee, the UNION shall represent all employees fairly and equally in accordance with 39-31-205, MCA. An employee shall have 30 working days after the employee's date of hire to comply with the terms of this Article. Employees who fail to comply with this requirement shall be terminated within 15 working days after the EMPLOYER receives written notice from the UNION.

SECTION 4: The UNION agrees to indemnify and hold harmless the County of Missoula against any and all claims, suits, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE 4 UNION RIGHTS

SECTION 1: The UNION shall provide the EMPLOYER with a list of names of the bargaining unit representatives and the local business representative immediately after their selection and the EMPLOYER shall be notified of any changes of said representatives within seven (7) calendar days after such change.

SECTION 2: The internal business of the UNION shall be conducted during the non-duty hours of the employees involved.

ARTICLE 5 MANAGEMENT RIGHTS

Except as otherwise expressly and specifically limited by the terms of this AGREEMENT, the EMPLOYER retains, whether exercised or not, all the lawful, customary, and usual rights, powers, decision making prerogatives, responsibility, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the EMPLOYER or any part of the EMPLOYER. Such rights include but are not limited to the rights established pursuant to Section 39-31-303, MCA, as follows:

Public employees and their representatives shall recognize the prerogative of public EMPLOYERS to operate and manage their affairs in such areas as, but not limited to:

1. Direct employees;
2. Hire, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and non-productive;
4. Maintain the efficiency of government operations;
5. Determine the methods, means, job classifications, and personnel by which government operations are to be conducted;

6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. Establish the methods and processes by which work is performed.

ARTICLE 6
NON-DISCRIMINATION

The EMPLOYER and the UNION agree that neither shall discriminate against any employee in violation of law.

ARTICLE 7
NO STRIKE / NO LOCKOUT

The UNION agrees to the essential nature of the services provided by its members in protecting the public welfare. In recognition of this fact, the UNION agrees that neither it nor its members individually or collectively will cause, authorize, permit, approve, engage or take part in any strike, picketing, sit-down, stand-in, slowdown, or any other curtailment or restriction or interference with work on or about the EMPLOYER'S business, including sympathy strikes. In the event of unauthorized interruptions, the UNION agrees that it will join the EMPLOYER in requiring its members to return to work immediately. The EMPLOYER agrees that there shall be no lockout of bargaining unit employees.

ARTICLE 8
DISCIPLINE & DISCHARGE

SECTION 1: The EMPLOYER shall not discipline any employee or discharge a regular (non-probationary) employee without just cause. In the case of discharge, the EMPLOYER shall furnish the employee with a written statement of the reasons for the discharge at the time of termination.

SECTION 2: No employee shall have any adverse comment entered in his/her personnel file without the employee first being given an opportunity to review and sign the item or a copy of such item.

SECTION 3: An employee shall be notified of any non-criminal, performance-related investigation, which may result in any adverse action, before such action is taken.

SECTION 4: An employee shall have thirty (30) days within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall also be entered into his/her personnel file.

ARTICLE 9
HOURS OF WORK

SECTION 1: EMPLOYER shall have the full and exclusive authority to schedule the work, establish work shifts, and assign employees to such shifts as required.

SECTION 2: A full-time employee shall work a minimum work week consisting of forty (40) hours per week on the basis of five (5) eight-hour days with two (2) consecutive days off in each seven-day period. The Sheriff may, in his discretion and with the written consent of the UNION, enact four (4) ten-hour days with three (3) consecutive days off in each seven-day period. The Sheriff may, in his discretion and with the consent of the UNION, enact, either permanently or for a limited duration, alternative work schedules. The normal work week shall be defined as Sunday through Saturday. Those employees having Sunday and Saturday as days off shall be considered to have two (2) consecutive days off in that seven-day period.

SECTION 3: Employees shall be paid at a rate of one and one-half times their base hourly rate for all hours in excess of eighty (80) hours in a two-week pay period. Vacation, sick, personal and compensatory leave and holiday leave used, will be treated as hours worked for the purpose of determining overtime pay. Employees must receive prior approval by the Detention Facility Captain, or a person designated by the Captain, to work hours in excess of their regularly scheduled shift. Once an employee receives such prior approval, the EMPLOYER may not unilaterally adjust the employee's regularly scheduled shift to avoid the payment of overtime under this Section. Failure to request such prior approval shall be cause for disciplinary action. Overtime requests will be granted based on unit policies on gender.

SECTION 4: Employees covered by this AGREEMENT shall, at the employee's option and in lieu of the monetary compensation for overtime provided in Section 3 of this Article, receive compensatory time off with pay at a rate of one and one-half hours of compensatory time for each hour worked for the EMPLOYER in excess of eighty (80) hours in a two-week pay period. After the employee has accumulated two hundred forty (240) hours of compensatory time under the terms of this Section, the employee shall be paid for all further overtime in accordance with Section 3 of this Article.

SECTION 5: Nothing in this AGREEMENT shall constitute a guaranteed work week. No new employee within a job classification covered by this AGREEMENT will be hired unless all current regular employees in that job classification have had an opportunity to work forty (40) hours per week.

SECTION 6: Employees with the same classification may be permitted to trade shifts. The employees who wish to trade shifts shall request approval from their supervisor. If approval is granted by the supervisor, the supervisor shall recommend to the Division Commander that final approval be granted. In no case shall the trading of shifts result in an employee working more hours than they were regularly scheduled to work in a given pay period.

ARTICLE 10 JOB DESCRIPTIONS

It shall be the responsibility of the MISSOULA COUNTY Department of Human Resources to prepare job descriptions that describe the duties assigned to bargaining unit positions and establish the minimum qualifications for those positions. A copy of the current job

description shall be forwarded to the UNION within five (5) working days after either the UNION requests a copy, or any change is made in a job description.

ARTICLE 11 APPOINTMENTS

SECTION 1: When a position within the bargaining unit, which is to be refilled becomes vacant, the Sheriff shall notify the Department of Human Resources, who shall open up recruitment for the position, including the placement of appropriate advertisements.

SECTION 2: The Department of Human Resources shall receive and screen all applicants to determine qualifications and will select referrals from among those meeting all the requirements. A list of the qualified applicants for such position shall be referred to the Sheriff who shall make the final selection after completion of the necessary examinations. All appointments shall be based on merit principles and shall be taken from the above-mentioned list.

ARTICLE 12 PROBATION & TRIAL PERIOD

PROBATION

SECTION 1: All new appointments to positions in the bargaining unit will be on a probationary basis for a period of twelve (12) months. An employee may be terminated at the discretion of the EMPLOYER during the probationary period without the necessity of showing cause. Such termination shall not be subject to the grievance procedure hereinafter described.

Employees may be eligible for promotion during probation provided all minimum qualifications are met.

TRIAL PERIOD

SECTION 2: A non-probationary employee who is promoted shall be required to serve a trial period of three (3) months which may be extended for an additional three (3) months by mutual agreement between the EMPLOYER and the employee.

SECTION 3: If an employee does not successfully complete the trial period, the employee may be returned to the employee's former position if it is still vacant. If returned to the employee's former position, the employee shall receive the rate of pay that the employee would have received had the employee not been promoted. If the employee's former position is filled, the employee may be: (1) placed in another vacant position for which the employee has the necessary qualifications and capabilities, if available, (2) subject to corrective action, or (3) terminated for just cause as required in Article 8 of this AGREEMENT.

SECTION 4: A promoted employee reverted to his/her former position shall not be required to serve a new trial period. A promoted employee transferred or reassigned to another position shall be required to serve a new trial period at the EMPLOYER'S discretion.

ARTICLE 13 PERFORMANCE EVALUATION

SECTION 1: Performance evaluation reports shall be done on probationary employees by the end of six (6) months and by the end of the probationary period. Performance evaluation reports must be completed and reviewed with the employee during a one month period beginning two weeks before and ending two weeks after the employee's six month and one year anniversaries based on date of hire.

SECTION 2: Performance evaluation reports on non-probationary employees shall be done annually. Performance evaluation reports must be completed and reviewed with the employee during a one-month period beginning two weeks before and ending two weeks after the employee's anniversary based on date of hire.

SECTION 3: Performance evaluation reports shall be reviewed with the employee. The employee may respond to the evaluation report by submitting a written statement within thirty (30) days of the evaluation review date to be attached to the performance evaluation report and placed in the employee's personnel file.

ARTICLE 14 HOLIDAYS

SECTION 1: All full-time employees covered by this AGREEMENT shall be entitled to pay for eight (8) hours at their existing rate of pay in effect at the time of the holiday for the following legal holidays as set forth in 1-1-216 M.C.A.:

1. New Year's Day, January 1;
2. Martin Luther King Jr. Day, the third Monday in January;
3. Presidents' Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Columbus Day, the second Monday in October;
8. Veteran's Day, November 11;
9. Thanksgiving Day, 4th Thursday in November;
10. Christmas Day, December 25;
11. State General Election Day in November of even numbered years;

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

SECTION 3: In order to be eligible for holiday pay, employees shall be in a pay status the last scheduled day before or the first scheduled day after the holiday or have an excused absence. Paid leave shall be considered excused absences.

SECTION 4: Employees required to work on a holiday listed in Section 1 of this Article shall receive payment for all hours worked on the holiday in accordance with Article 9 of this AGREEMENT, and shall be eligible at their option to either:

1. Accrue holiday leave, not to exceed eight (8) hours per holiday, to be taken at a time mutually agreed to by the employee and the supervisor; or
2. Receive regular holiday pay, up to a maximum of 8 hours per holiday which shall be pro-rated for regular part time employees.

SECTION 5: Accrual of holiday leave is limited to a maximum of eighty (80) hours. If an employee's holiday leave bank has reached the maximum hours, the employee shall receive pay, in accordance with Article 9, for each regular holiday.

An employee may request to be cashed out for accrued holiday leave at the employee's regular hourly rate. Such requests must be made in writing prior to the end of the pay period during which the cash-out is to occur.

SECTION 6: Employees whose regular day off falls on a holiday listed in Section 1 of this Article and who is not required to work on the holiday, shall receive holiday pay for a maximum of eight (8) hours per holiday, at the employee's regular rate of pay or may elect to accrue holiday leave up to a maximum of 8 hours per holiday which shall be prorated for regular part time employees.

ARTICLE 15 VACATION

SECTION 1: As provided by state law, each employee shall earn vacation credits from the first full pay period of employment at the rate of one and one-quarter ($1\frac{1}{4}$) days per month for the first ten (10) years of service, one and one-half ($1\frac{1}{2}$) days per month for the next five (5) years of service, one and three-quarters ($1\frac{3}{4}$) days per month for the next five (5) years of service, and two (2) days per month for all service after twenty (20) years.

SECTION 2: Vacation leave shall not accrue during a lay-off or a leave of absence without pay.

SECTION 3: For calculating vacation leave credits, only regular hours shall be considered and two thousand eighty (2,080) hours shall equal one (1) year. Proportional vacation leave credits shall be earned and credited at the end of each pay period. Employees shall not be entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

SECTION 4: Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Any balance of vacation leave over two times the maximum number of days earned annually as of December 31 of any given year will be forfeited without pay unless taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued. If the employee submits a reasonable request to use the excess vacation leave prior to March 30 of any given year, the employee shall not forfeit the leave and will have until the end of the calendar year to use the excess vacation leave. Upon termination of employment with the EMPLOYER, any employee who has worked a minimum of six (6) months with the EMPLOYER will be paid for any unused vacation leave credits at the rate of pay in effect at the time of termination.

SECTION 5: Scheduling of vacation leave will be accomplished by cooperation between the employee and the Sheriff, or his designee, giving consideration to the employee's needs and the needs of the EMPLOYER. Assignment of vacation will be made by granting requests to those who first request such leave in writing, subject to the approval of the Sheriff or his designee. A written notice of approval or disapproval will be provided to the employee by the Sheriff or his designee within fourteen (14) days of receiving the written request for vacation leave.

SECTION 6: Holidays occurring while an employee is on paid vacation leave shall be charged as holiday leave and not charged as vacation.

SECTION 7: Vacation time may be taken on a split vacation basis with the approval of the Sheriff or his designee.

ARTICLE 16 SICK LEAVE

SECTION 1: Sick leave shall be earned and accumulated as provided by State statutes. Each employee shall earn sick leave credits from the first full pay period of employment at the rate of one (1) working day per month without restriction as to the number of working days which may be accumulated. For calculating sick leave credits, two thousand eighty (2,080) hours shall equal one (1) year. Proportionate sick leave credits shall be earned at the end of each pay period.

SECTION 2: An employee may not accrue sick leave credits during a leave of absence without pay. Employees are not entitled to be paid for sick leave until they have been continuously employed for ninety (90) calendar days.

SECTION 3: Upon termination, employees who have worked the qualifying period shall be entitled to be paid an amount equal to one-quarter ($\frac{1}{4}$) of the amount attributed to the accumulated sick leave. Such termination pay will only apply to those credits earned since July 1, 1971. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's regular rate of pay at the time of termination of employment with the EMPLOYER.

SECTION 4: Sick leave with pay may be allowed an employee who is absent from work for any of the following reasons:

1. Personal illness when such illness makes it impossible for the employee to report for work and perform the normally assigned duties.
2. Injuries suffered by the employee which make it impossible for such employee to report for work and perform the normally assigned duties.
3. Serious illness or death in the immediate family of the employee requiring the attendance of the employee.
4. To attend or make arrangements for a funeral of a member of the employee's immediate family or, at the department head's discretion, another closely related individual, for a period of time not to exceed ten (10) consecutive working days. In order to be eligible for funeral leave, the employee must attend the funeral.
5. For the birth of child and to care for the newborn child, or for the placement of a child with the employee for adoption or foster care.

SECTION 5: Immediate family shall mean spouse, children, mother, father, sisters, brothers, grandparent, foster parent, father-in-law, mother-in-law, or other relative at the discretion of the Sheriff or designee.

SECTION 6: Any illness or absence which will necessitate the use of sick leave shall be reported by the employee to the EMPLOYER promptly and it shall be the responsibility of the employee to assure proper reporting of use of sick leave for record keeping purposes. Failure to report such leave promptly will be considered absence without leave and a deduction from the employee's pay will be made for the period of such leave. Absence in excess of one (1) shift without receipt of proper notification to the EMPLOYER from the employee shall constitute just cause for immediate discharge. In order to be entitled to sick leave, an employee must notify the supervisor prior to the beginning of the shift so that a replacement may be notified. The Department requests two (2) hours advance notice if possible.

SECTION 7: Abuse of sick leave shall be cause for discipline, which may include discharge with forfeiture of payment for any accumulated sick leave. 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.

SECTION 8: Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.

SECTION 9: With the approval of the human resources office the department head or supervisor may require an employee to submit a medical certification signed by a licensed medical provider to substantiate usage of personal/family sick leave. When an employee is returning to duty following a long illness or absence due to injury, or whenever the department head or supervisor has reason to question the employee's ability to return to duty and perform all duties without restrictions or without risk of injury to self or others, the human resources office may require a medical certification of the employee's fitness to return to duty.

ARTICLE 17
OTHER LEAVES

SECTION 1: The EMPLOYER may, at its sole option, grant leaves of absence without pay to employees, on such terms and conditions as it, in its sole discretion, determines; provided however, that such employee shall not accrue any benefits during such leave.

SECTION 2: Payment of insurance contributions for employees on leave without pay shall be according to Missoula County personnel policies.

SECTION 3: Emergency storm closures will be handled in accordance with Missoula County personnel policies.

ARTICLE 18
MATERNITY LEAVE

It shall be unlawful for the EMPLOYER to:

1. Terminate a woman's employment because of her pregnancy;
2. Refuse to grant to the employee a reasonable leave of absence for such pregnancy;
3. Deny to 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; or
4. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

ARTICLE 19
MILITARY LEAVE

An employee who is a member of the organized militia of the State of Montana or who is a member of the organized reserve corps or military forces of the United States, and who has been an employee for a period of six (6) continuous months, shall be given leave of absence with pay for a period of time not to exceed fifteen (15) days in a calendar year for attending regular encampments, training cruises of the organized militia or of the military forces of the United States. This leave will not be charged against the employee's annual vacation time. Reinstatement privileges of employees who have been inducted into military service as provided for under State Law will be followed. Military leave shall not be used for monthly drills.

ARTICLE 20
JURY DUTY / SERVE AS A WITNESS

SECTION 1: Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the Missoula County Accounting Office. Juror fees shall be applied against the amount due the employee from

the EMPLOYER. However, if an employee elects to charge the juror time off against accrued vacation leave, the employee shall not be required to remit the juror fees to the EMPLOYER. In no instance is an employee required to remit any expense or mileage allowances paid by the court.

SECTION 2: An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the Missoula County Accounting office. Witness fees shall be applied against the amount due the employee from the EMPLOYER. However, if an employee elects to charge the witness time off against accrued vacation leave the employee shall not be required to remit the witness fees to the EMPLOYER. In no instance is an employee required to remit to the EMPLOYER any expense or mileage allowances paid by the court.

SECTION 3: An employee serving on jury duty or as a witness who is temporarily excused from attendance during any part of the work shift shall report for duty for the remainder of the shift.

SECTION 4: The EMPLOYER may request the court to excuse employees from jury duty if they are needed for the proper operation of the EMPLOYER.

SECTION 5: An employee required to attend court as a witness on off duty time will be paid a minimum of 3 hours at 1½ times the base hourly salary, provided the call-out is for two hours or less. If the call-out is for more than two hours, the employee shall receive 1½ times the employee's regular rate for the first two hours, and shall receive the employee's regular rate of pay for the remaining hours, unless the overtime provisions of this AGREEMENT apply. It shall be the responsibility of the employee to check with the Court in which the employee is to serve as a witness within the hour preceding the scheduled appearance time to assure no changes in scheduling have occurred. Failure of the employee to make such a check shall result in denial of any payments as set forth in this Article in the event the employee does not serve as a witness because of court scheduling changes.

ARTICLE 21 COMPENSATION

SECTION 1: The compensation schedule for the classifications in the bargaining unit is attached to this AGREEMENT as Addendum A.

SECTION 2: New employees shall be hired at the base rate for Juvenile Detention Officer I listed in Addendum A. Upon completion of one full year of service, all bargaining unit employees shall advance one longevity increment, as set forth in Addendum A. Thereafter, effective on the first day of the pay period that includes the employee's anniversary date, the employee shall advance an additional longevity increment. Employees who are promoted to a higher-level position shall be placed at the same longevity increment for the higher pay grade, as set forth in Addendum A. The effective date of this pay change shall be the first day of the pay period during which the promotion occurs.

SECTION 3: Anniversary dates for all new employees employed under this AGREEMENT shall be the employee's date of hire as a juvenile detention officer. Present employees covered by this AGREEMENT shall retain their current anniversary date.

SECTION 4: In the event that an employee is temporarily assigned to a higher-level classification for an entire shift, the employee shall receive a five (5) percent increase over the employee's regular hourly rate. In the event such assignment lasts three (3) complete pay periods or longer, the employee shall receive a ten (10) percent increase over the employee's regular hourly rate, retroactive to the first day of the first complete pay period.

SECTION 5: A Juvenile Detention Officer who is designated by the EMPLOYER to serve as a Juvenile Detention Training Officer (JDTO) shall receive an additional 2% increase in the employee's hourly wage.

SECTION 6: A Juvenile Detention Officer who receives additional certification from POST, i.e., Instructor (1st certification only), Intermediate, Advanced, Supervisory, Administrator, shall be compensated at a rate of \$.50 per hour in addition to their regular pay. Certification must be maintained in at least one instructor area to be eligible for instructor certification pay.

SECTION 7: A "call in" is defined as any request by the EMPLOYER for an employee to report to work in any capacity, with less than 24 hours advance notice, and where the hours of work are not an extension of a regularly scheduled shift. A call in must be approved by the EMPLOYER. "Call in" for the purpose of this section, does not include witness duty as provided for in Article 20.

When an employee is called in but upon arrival for the call in duty the employee is needed for less than the time specified at the time of call in, the employee shall receive minimum compensation of 3 hours at one and one half times the employee's regular rate. If the employee works longer than 3 hours as a result of the call in, the employee shall be compensated in accordance with Article 9, section 3.

It shall be the responsibility of the employee to check with the EMPLOYER within the hour preceding the call in start time, to make sure that no scheduling changes have occurred that would eliminate the need for the call in. Failure by the employee to check with the EMPLOYER shall result in denial of the additional compensation set forth in this section.

ARTICLE 22 MEDICAL / LIFE INSURANCE

The EMPLOYER agrees to make the benefits of the County's Medical and Life insurance program available under the same terms and conditions as are applicable to the majority of other County employees.

ARTICLE 23
FLEXIBLE BENEFITS

The EMPLOYER will make the flexible benefits plan available to employees covered by this AGREEMENT under the terms of the flexible benefits plan generally applicable to County employees.

ARTICLE 24
WORKERS' COMPENSATION

SECTION 1: The County will continue to pay the EMPLOYER share of medical benefits for an employee who suffers a compensable workers' compensation wage loss. This contribution will cease at the earliest of the following circumstances: the employee returns to work; the employee is no longer eligible for workers' compensation wage benefits; the County has paid the County share of medical benefits for ninety (90) calendar days. This EMPLOYER contribution applies only to the County share of medical benefits costs. The employee must continue to pay his/her share of the premium in a manner prescribed by the Plan Administrator. An employee may continue dental and/or optical benefits provided that the full premium amounts are paid by the employee in accordance with guidelines set forth by the Plan Administrator.

SECTION 2: If allowed by state law, sick leave benefits may be integrated with any workers' compensation benefits payable to an employee so the employee shall receive up to, but not exceed, the amounts the employee would have earned with the EMPLOYER, except for such disability benefits.

ARTICLE 25
BREAKS

SECTION 1: Employees shall be allowed a thirty (30) minute paid meal break. Meal breaks shall be taken at a location on the Detention Facility premises that is approved or designated by the EMPLOYER.

SECTION 2: Detention Officers shall be allowed two (2) fifteen minute rest breaks per shift, to be taken at a location approved or designated by the EMPLOYER. One rest break shall be taken during each half of the employee's shift. Detention officers on 12-hour shifts or longer shall receive an additional fifteen (15) minute rest break.

ARTICLE 26
UNIFORM ALLOWANCE

SECTION 1: Unless the EMPLOYER purchases required uniforms for Detention Officers, all newly-hired juvenile detention officers shall receive an advance to purchase required uniform items. Required uniform items shall be determined by the Sheriff. The EMPLOYER shall provide to the employee a cash advance for the required items. The employee shall be responsible for obtaining the items and providing the EMPLOYER with receipts for the purchase of these items within ninety days and settling the advance. Upon completion of the new

employee's probationary period the employee shall receive the annual clothing allowance as described in Section 2 of this Article, except that employees completing probation after the 1st of January of any year shall receive the clothing allowance for that fiscal year prorated according to the following schedule:

January 1	100%
February 1	87%
March 1	67%
April 1	50%
May 1	33%
June 1	17%

Payment for clothing allowances on anniversary dates that occur on dates in between the dates listed above will be pro-rated on a daily basis.

SECTION 2: All other juvenile detention officers covered by this AGREEMENT shall receive a clothing allowance of \$495.00. Such allowance may be utilized for the purchase of required uniform components defined in the Juvenile Detention Officer Uniform Regulations Policy. Items not defined in the above regulations shall require pre-approval by the Sheriff or designee.

SECTION 3: In the event that the Juvenile Detention Officer Uniform Regulations Policy is revised during the term of this AGREEMENT, the uniform allowance amount set forth in this Article shall be adjusted to reflect such revised requirements. Uniform items that are optional shall not be covered by the uniform allowance.

SECTION 4: The maximum annual uniform allowance for full-time bargaining unit employees shall be \$495.00. Part time juvenile detention officers will be provided the annual uniform allowance on a pro-rated basis.

SECTION 5: In the event an employee does not serve the entire 12 month period for which the uniform allowance is made available, the employee shall be subject to a pro-rated deduction from their final paycheck for the amount of the allowance which has been used by the employee. Employees who are involuntarily terminated prior to the end of their probationary period shall not be subject to such a deduction. The Sheriff may, at his discretion, waive the pro-rata deduction if uniforms are returned in satisfactory condition at the time of termination.

SECTION 6: The EMPLOYER shall reimburse the employee for reasonable costs for replacement or repair of any required uniform component or equipment damaged or destroyed in the line of duty. Reimbursement under this Section shall be allowed if it is determined through investigation by the Sheriff or his designee that such loss was incurred in the employee's line of duty. If restitution for such item is granted by the courts, the EMPLOYER shall be responsible for collecting the restitution.

SECTION 7: The EMPLOYER shall reimburse the employee for reasonable costs for replacement or repair of eyeglasses or contact lenses, damaged or destroyed in the line of duty.

The EMPLOYER shall reimburse the employee for reasonable costs, not to exceed thirty dollars (\$30.00), for replacement or repair of a wristwatch damaged or destroyed in the line of duty. Reimbursement under this section shall be allowed if it is determined through investigation by the Sheriff or his designee that such loss was incurred in the employee's line of duty. This Section shall not apply if restitution is granted to the employee by the courts.

ARTICLE 27 DETENTION FACILITY SAFETY

SECTION 1: Employees shall have the right to submit notices, in writing, of any hazardous or unsafe working condition to their supervisor through the appropriate chain of command. The EMPLOYER shall acknowledge such notice, in writing, to the employee submitting the notice.

SECTION 2: The UNION will be afforded the opportunity to provide input on Detention Center policy and rule changes when possible.

ARTICLE 28 PERSONAL LEAVE

SECTION 1: Bargaining unit employees are eligible for personal leave under the guidelines set forth below.

- A. Regular full-time bargaining unit employees and regular part-time bargaining unit employees who are scheduled to work at least 1040 hours annually are eligible for personal leave.
- B. Personal leave is paid leave that may be used by an eligible employee for any purpose. An employee must request to use personal leave, and such requests are subject to approval by the employee's supervisor. The employee shall provide at least forty-eight hours advance notice when requesting to use personal leave. Use of such leave shall be in increments of no less than one (1) hour.
- C. At the beginning of each fiscal year, Missoula County will credit eligible full-time employees so that their total personal leave balance equals eight hours. Personal leave hours will be pro-rated for eligible part-time employees. If an employee has unused personal leave hours from a previous fiscal year, personal leave hours will be added to existing hours so that the total number of personal leave hours equals eight.

For example, if a full-time employee's personal leave bank contains four hours of unused personal leave hours at the end of a fiscal year, the employee will be credited with four hours of personal leave at the beginning of the next fiscal year, so that the total personal leave balance equals eight hours.

SECTION 2: Employees who terminate employment will be paid for any unused personal leave hours.

ARTICLE 29
GRIEVANCE PROCEDURE

SECTION 1: A grievance is any controversy between the parties to this AGREEMENT which pertains to (1) any matter involving interpretation of this AGREEMENT, and (2) any matter involving a violation of any of the provisions of this AGREEMENT. The EMPLOYER agrees that the UNION may pursue all complaints through the appropriate channels.

SECTION 2: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the EMPLOYER, setting forth the facts and the specific provision of the AGREEMENT allegedly violated or the dispute, complaint, problem, issue or question existing and the particular relief sought within ten (10) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the EMPLOYER'S designee.

SECTION 3: The EMPLOYER and the employee shall attempt to adjust all grievances which may arise during the course of employment in the following manner.

LEVEL I: If the grievance is not resolved through informal discussions the grievance shall be presented in writing to the appropriate Division Commander who shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

LEVEL II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Sheriff, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Sheriff, the Sheriff or his designee shall issue a decision in writing within ten (10) days after receiving the grievance.

LEVEL III: If the grievance has not been resolved at Level II, the grievance may be presented, in writing, to the Board of County Commissioners or their designee who shall within fifteen (15) days hear the grievance and shall have a maximum of fifteen (15) days in which to respond to the grievance in writing.

DAYS: Reference to days regarding time periods in this procedure shall refer to weekdays excluding Saturdays, Sundays and holidays.

COMPUTATION OF TIME: In computing any period of time prescribed or allowed by procedure herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a

legal holiday. Time limits as designated in this Article may be extended by mutual agreement between the parties involved in the grievance.

SECTION 4: In the event there is no resolution to the grievance within the time specified, either party to the grievance may request arbitration as set forth below:

- A. The party requesting arbitration must make such request to the other parties involved within ten (10) days following the receipt of the decision set forth in Section 3, Level III.
- B. Within ten (10) days from receipt of the request as set forth in (a) above, the parties to the grievance shall meet and concur on the selection of an impartial arbitrator.
- C. In the event that the parties to the dispute are unable to agree upon an impartial arbitrator, the EMPLOYER, within five (5) days, shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) names.
- D. Within ten (10) days following the receipt of the five (5) name list from the FMCS the parties shall meet to select an arbitrator from such list. Each party to the dispute shall alternately strike names with the party bringing the grievance striking the first name, until one name remains and that person shall be designated the arbitrator.
- E. Within five (5) days after the selection of the arbitrator the EMPLOYER shall contact the arbitrator to request that a hearing date be established which is agreeable to both parties. The arbitrator shall hear the grievance and shall render a written decision as soon as is practical following the hearing.

SECTION 5: The Arbitrator shall not have the power to detract, modify, or amend this AGREEMENT in any way.

SECTION 6: Each party shall bear the fees and expenses of the presentation of its own case. The fees and expenses of the FMCS or the impartial Arbitrator shall be shared equally between the parties, except that the party requesting a transcript of the proceedings shall pay the cost of each transcript. The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 30 EMPLOYEE / UNION BUSINESS

Representatives of the UNION shall be permitted to transact UNION business on the property of the EMPLOYER at reasonable times provided that it does not interfere or interrupt the normal business and operations of the EMPLOYER, and provided the following conditions are met:

- 1. All such business shall be conducted on the member's own time.
- 2. All material to be posted on the property of the EMPLOYER shall be reviewed by the Sheriff or his/her designee prior to posting. Such posting shall not contain political or

libelous statements, materials, or anything reflecting discredit upon the County or any of its officials, or employees.

3. The EMPLOYER shall receive prior notice of any such meeting on the employer's property.
4. The EMPLOYER reserves the right to restrict such meetings to those areas designated public areas, and to maintain secured areas as secured.

ARTICLE 31 SENIORITY

SECTION 1: Upon hire as a regular Juvenile Detention Officer, employees shall accrue seniority from the date of their employment regardless of present class or position. Employees shall retain original seniority date regardless of promotion in rank or title.

SECTION 2: Seniority shall not be accrued during layoff, or while an employee is on leave of absence without pay.

SECTION 3: Seniority shall terminate upon voluntary severance by the employee, by discharge, layoff or leave of absence in excess of ninety (90) days and by failure to report after recall.

SECTION 4: In the situation of reduction of force or work, employees shall be separated in the following order: (1) temporary employees; (2) probationary employees; (3) regular employees.

SECTION 5: When regular employees within the same job classification are to be separated or their work reduced, the order of separation shall be by seniority within each job classification, merit and abilities being equal. The EMPLOYER is the judge of merit and abilities.

SECTION 6: Recall after layoff or reduction in work will be by reverse order of seniority, with the last laid off to be the first recalled, merit and abilities being equal. The EMPLOYER is the judge of merit and abilities.

SECTION 7: Recall after layoff shall be achieved by registered or certified mail directed to the employee's last known address. Employees must report concerning work within seven (7) days after dispatch or mailing of the notice of recall and report for work as agreed within a time period not to exceed fourteen (14) days, or lose their seniority.

ARTICLE 32 SHIFT BIDDING

SECTION 1: For the purposes of this Article, "bidding period" shall be defined as a one-year period of time beginning on January 1, each year. During the bidding period, shifts shall rotate on a three-month basis.

SECTION 2: On November 1 each year, all non-probationary detention officers will submit their first, second and third choices of shift assignments for the subsequent bidding period. Shift assignments shall be based on seniority date as follows: the most senior employee in each classification shall receive his/her first choice; and the next senior employee shall receive his/her choice as seniority and opening on the shifts permit, and so on until all employees have been placed on a shift. For the purposes of this Article, "classifications" shall be defined as:

Juvenile Detention Officer II Four (4) positions, one (1) per each 12-hour shift.

Juvenile Detention Officer I

*Juvenile Detention Training Officers – Shall bid shifts under this Article according to their classification as Detention Officer I or Detention Officer II

SECTION 3: A work schedule shall be compiled no later than December 15 each year.

SECTION 4: When a vacancy occurs in a classification covered by this Article during the term of this AGREEMENT, non-probationary employees who are currently working in that classification and are interested in transferring to the shift on which the vacancy exists, shall notify the Sheriff or designee of such interest. Transfers shall be granted on the basis of seniority within the appropriate classification. If no employees express an interest in transferring, the vacancy shall be filled in accordance with Article 11.

SECTION 5: The shift bidding provisions of this Article do not apply to filling vacant juvenile detention training officer appointments, which are covered under Article 11, "Appointments" and are eligible for additional compensation under Article 20, Section 5. The shift bidding provisions in this Article also do not apply to the Juvenile Detention Unit Manager classification.

SECTION 6: The EMPLOYER reserves the right to deviate from the above provisions in order to train probationary employees to the extent that the probationary employees may be substituted for the least senior member of the appropriate classification on the desired shift. Deviation may also be made to insure the safe operation of the jail, to respond to juvenile detention training officer (JDTO) obligations, military obligations, and disturbance response team (DRT) obligations, and to deal with situations involving married couples employed at the Detention Facility.

ARTICLE 33 EXTRADITION/TRAVEL

SECTION 1: Any employee engaged in the extradition of persons or emergency travel to, from or within the State of Montana shall be granted the use of a Missoula County charge card or may submit appropriate travel claims in accordance with the Missoula County Travel Policy for expenses incurred for the following:

1. Allowable expenses for extraditions that are reimbursable by the State of Montana.
2. Allowable expenses incurred in agreement on detainer cases that are County-financed.

3. Allowable expenses incurred for emergency travel where necessary as determined by the Sheriff or his designee.

SECTION 2: Travel other than specifically addressed above shall be in accordance with the Missoula County Travel Policy.

SECTION 3: The Board of County Commissioners reserves the right to make appropriate amendments to the Missoula County Travel Policy, which amendments shall not reduce the amounts below those in effect on the date of this AGREEMENT.

SECTION 4: In cases other than extraditions, requests for travel advances shall be handled in accordance with county policy.

ARTICLE 34 BOARD OF REVIEW

SECTION 1: The purpose of the Board of Review is to gather information, review circumstances of certain incidents, submit findings of fact and make recommendations to the Sheriff. The board will provide a written report to the Sheriff.

SECTION 2: A review board shall be called when there is an allegation of serious misconduct by a bargaining member, whenever a firearm is discharged during an incident, when officers are involved in a vehicle accident resulting in any injury or serious property damage, or for incidents involving the death or serious injury of an officer or inmate.

SECTION 3: The Board of Review shall consist of the following:

1. The Undersheriff who shall sit as chairman;
2. The Detention Facility commander;
3. The team sergeant;
4. The president, shop steward, or appropriate designee of the employee's bargaining unit;
5. Others who may be designated by the Sheriff, when applicable (i.e., a member of the County Attorney's staff).

ARTICLE 35 SEVERABILITY

If any article, paragraph, subdivision, phrase or other portion of this AGREEMENT is determined or declared to be contrary to or in violation of any state or federal law, the remainder shall not be affected or invalidated.

ARTICLE 36
TERM OF THE CONTRACT

This AGREEMENT shall become effective and be in force from July 1, 2008, and shall remain in full force and effect to and including June 30, 2010, except that wages only shall be subject to negotiation effective July 1, 2009 if either party to this AGREEMENT serves written notice of proposed changes upon the other party on or before March 31, 2009. This AGREEMENT shall remain in effect from year to year thereafter, unless one of the parties serves a written notice of termination or proposed change upon the other party on or before March 15, 2010. Both parties agree to meet regularly at reasonable times and places with the purpose of completing negotiations on or before June 30, 2010.

ARTICLE 37
EMBODIMENT

It is agreed by the parties who have hereto executed this AGREEMENT that this contract sets forth the entire AGREEMENT between the EMPLOYER and the UNION and that during the course of collective bargaining each party had the unlimited right to offer, discuss, accept, or reject proposals and therefore, for the term of this contract no further collective bargaining shall be had upon any provision of the AGREEMENT unless mutually agreed to by both parties, nor upon a proposal which was offered and discussed but was not made a part of this AGREEMENT. Furthermore, there shall be no verbal or written agreement between the EMPLOYER and the UNION in violation or contravention of this contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS _____ DAY OF _____, 2008.

FOR THE EMPLOYER:

FOR THE UNION:

Jean Curtiss, Chair
Board of County Commissioners

Timm Twardoski, Executive Director
AFSCME Council No. 9

Bill Carey, Commissioner

Matt Thiel, Representative
AFSCME Council No. 9

Larry Anderson, Commissioner

Employee Representative

Steve Johnson, Director, Human Resources

ACCORD AS TO FORM AND CONTENT:

Michael W. Sehestedt
Chief Civil Deputy County Attorney

ATTEST:

Vickie Zeier, Clerk & Recorder

REVIEWED:

Mike McMeekin, Sheriff

