

**AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF MISSOULA**  
**AND**  
**AFSCME DETENTION SUPPORT UNIT**  
**JULY 1, 2017**  
**TO**  
**JUNE 30, 2019**

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## **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**

The EMPLOYER recognizes the UNION as the exclusive bargaining representative for LPN's, maintenance, clerical and kitchen employees of the Missoula County Detention Facility, excluding all supervisors, confidential employees, temporary, short-term or intermittent/on-call employees, members of other bargaining units and exclusions defined under state law at 39-31-103, MCA(9)(b).

## **ARTICLE 3: UNION SECURITY**

SECTION 1: 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 2: 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 30 working days after the EMPLOYER receives written notice from the UNION.

SECTION 3: 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, including court costs and attorney's fees that shall arise out of or by reason of any action taken or not taken by the County under the provisions of this Article.

SECTION 4: Upon receipt of a voluntary written authorization from any individual employee covered by this agreement, one "voluntary dues" deduction for a union sponsored program will be made from the authorizing employee's paycheck in addition to and on the same biweekly/24 times basis as their dues or representation fee are withheld in accordance with section 2 of this article. The EMPLOYER will remit the amounts deducted with a list of each employee and the amount of their individual voluntary dues deduction to the UNION at the same location used to remit amounts collected in accordance with section 2 of this Article. An employee may discontinue any

voluntary dues deduction by providing advance notice of at least one full pay period to the EMPLOYER.

#### **ARTICLE 4: UNION RIGHTS**

SECTION 1: Representatives of the UNION who are not members of the bargaining unit may be allowed to visit an employee during working hours to take care of matters that could not be reasonably taken care of at another time, provided such visits do not disrupt work in progress. Such visits shall not involve more than two (2) employees and shall not be longer than thirty (30) minutes in duration. Employees who receive permission to conduct business in excess of the thirty (30) minutes mentioned above during working hours will not be compensated for such time, but may use annual leave, personal leave, compensatory time, holiday leave or leave without pay.

SECTION 2: The UNION shall be provided bulletin board space for the use of communication with its members. The UNION shall also be allowed the use of the meeting room for meeting when such facilities are available and the meetings would not interfere with the business of the EMPLOYER. The UNION must schedule the use of the meeting room.

SECTION 3: Any employee at his or her request shall be permitted to examine all of the information in the employee's personnel file and shall be allowed a copy of all materials in the file.

SECTION 4: If the EMPLOYER is considering subcontracting work that is normally performed by bargaining unit employees, and such subcontracting would involve the layoff of bargaining unit employees, the EMPLOYER shall bargain over such subcontracting in accordance with state law at 39-31-305, MCA.

SECTION 5: Upon written request from the Union, the Employer shall provide a list of active employees covered by this agreement and their addresses. It shall be the obligation of the employee to provide the Employer with current address information. Electronic copies of employment letters shall be sent to the Local President, provided they have an e-mail address.

#### **ARTICLE 5: MANAGEMENT RIGHTS**

SECTION 1: 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:

SECTION 2: 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**

It is the policy of the EMPLOYER and the UNION to ensure that all employees are treated equally without regards to their status, State of origin, ancestry, receipt of public assistance, physical or mental disability, union affiliation, or sex, in violation of any state or federal law. The requirements for equal treatment may be treated differently as it relates to bona-fide occupational requirements. Bargaining unit members will not be discriminated against for conduct of legal union activities.

#### **ARTICLE 7: NO STRIKE / NO LOCKOUT**

During the term of this AGREEMENT, the UNION shall not strike against the EMPLOYER for any reason and the EMPLOYER shall not lock out employees for any reason. This Article shall remain in full force and effect while good faith collective bargaining continues.

#### **ARTICLE 8: DISCIPLINE AND 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 and the UNION 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 being given an opportunity to review and sign the item or a copy of such item.

SECTION 3: If the EMPLOYER initiates an investigation to determine whether or not an employee has engaged in misconduct, and that investigation might reasonably result in disciplinary action against the employee, the employee shall:

1. Be given an opportunity to respond to the charges or allegations prior to such disciplinary action being administered; and
2. Have an opportunity to have a UNION representative present during an investigative interview, in accordance with law.

SECTION 4: An employee shall have thirty (30) calendar 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.

SECTION 5: All discipline and discharge issues or actions are subject to the grievance procedure.

SECTION 6: Disciplinary letters shall be removed from the employee's personnel file eighteen (18) months from issuance unless:

- A. Formal (written) disciplinary action has been taken since the date of the disciplinary letter in question; or
- B. The disciplinary letter is applicable to pending legal or quasi-judicial proceedings.

Requests for the removal of such documents must be submitted in writing to the Director of Human Resources.

SECTION 7: Employee personnel files shall be maintained in the Department of Human Resources. These shall serve as the official personnel files.

## **ARTICLE 9: HOURS OF WORK, SCHEDULING & SHIFT BIDDING**

### **A. 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, except as expressly modified by this contract.

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 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 provisions of an alternative work schedule will be established and set forth in a separate memorandum of agreement. It is understood and agreed that, if the Sheriff determines at any time that an alternative work schedule is not satisfactory, the Sheriff may, with a minimum of 90 working days written notice to the UNION, revert to a work schedule consisting of five (5) eight-hour days per week.

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 forty (40) in a seven day work period. Vacation, sick, personal and compensatory leave and holiday leave used, (either use of accrued

holiday leave or holiday leave taken when the holiday occurs on a day the employee is regularly scheduled to work), 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. Clerical support staff must receive approval from the Support Services Administrator. 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.

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 forty (40) hours in a seven day work period. After the employee has accumulated 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. If a full time vacancy occurs within a job classification, no new employee will be hired unless all current part time employees in that job classification have had an opportunity to fill the full time vacancy.

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 respective shift supervisors. If approval is granted by both shift supervisors, the supervisor shall recommend to the Detention Facility 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.

#### B. SCHEDULING & SHIFT BIDDING

SECTION 1: The EMPLOYER shall establish and post shift requirements (work hours and work days) for the upcoming twelve-month period no later than November of each year.

SECTION 2: During the month of December each year, employees shall bid shifts, by seniority, for the twelve-month period beginning on January 1. Should a vacancy occur in any bargaining unit position, employees in the same job classification as the terminating employee may bid on that shift by seniority. If no employee bids on a vacant shift, the EMPLOYER may: (a) fill the shift through a promotional opportunity, if applicable, (b) assign a new employee to that shift (provided the employee has completed minimum training requirements), or (c) reassign an existing employee to cover the vacancy.

SECTION 3: Employees shall be given at least sixty (60) days' notice of any changes to shift requirements, as outlined in SECTION 1 above. This requirement does not apply in emergency situations, including staff shortages caused by unanticipated vacancies.

SECTION 4: If the EMPLOYER authorizes a call-in for a work assignment or shift on an overtime basis, employees of the bargaining unit will be called and offered overtime hours by seniority, with the most senior employee having the first opportunity. In the event a shift must be extended and overtime is authorized, employees currently on duty will be offered the overtime hours by seniority.

If the EMPLOYER authorizes a call-in for a work assignment or shift on an overtime basis for bargaining unit employees who perform clerical support duties, the EMPLOYER will first offer the overtime to bargaining unit employees most qualified to perform the duties of the overtime shift and/or employees within the same job classification. In the event a shift must be extended and overtime is authorized, employees currently on duty performing that function will be given the opportunity to work the extended shift if that does not conflict with other responsibilities or work/rest policies. If the employee declines to work the extension, the procedure outlined in the first sentence of this section will apply.

#### **ARTICLE 10: JOB DESCRIPTIONS**

It shall be the responsibility of the EMPLOYER to prepare job descriptions that describe the duties assigned to employees and establish the minimum qualifications for those positions. A copy of the current job description shall be sent to the UNION within five (5) working days after the UNION requests a copy. The UNION shall also be notified of any changes in a job description that covers a bargaining unit employee.

#### **ARTICLE 11: VACANCIES**

SECTION 1: When a position within the bargaining unit which is to be refilled comes vacant, the Sheriff or his designee shall notify the Department of Human Resources, who shall open up recruitment for the position, including the placement of appropriate advertisements. Except in cases where a layoff pool exists and the provisions of Article 31 apply, as vacancies occur the EMPLOYER agrees to post notices of the opening within the Detention Center for a minimum of three (3) working days prior to recruitment outside the bargaining unit.

SECTION 2: The Department of Human Resources shall receive and screen all applicants to determine those meeting minimum qualifications and will refer those meeting all minimum the requirements to the supervisor, who shall make the final selection after completion of the selection process. All appointments shall be based on merit principles. If at least two (2) bargaining unit members meet the minimum qualifications for a position, they shall receive first consideration, including participation in first interview or other selection processes.

## **ARTICLE 12: PROBATIONARY PERIOD**

SECTION 1: All newly hired employees shall serve a probationary period of six (6) months. One extension of up to three (3) months may be made at the department head's discretion. If performance or workplace behavior does not meet the department's standards, the deficiencies will be brought to the employee's attention in a timely manner. When the probationary period is extended, the department head shall notify the employee and the Human Resources Office, in writing, on or before the end of the established probationary period that the probationary period has been extended. The written notice will include the specific performance or behavior problems, will advise the employee of what is necessary to correct them and of what action will be taken if the problems are not corrected. This notice shall also specify the length of the extension.

SECTION 2: In the event a new employee does not satisfactorily complete the probationary period, as determined by the department head, the employee shall be terminated. Should a probationary employee be terminated, the reasons for the dismissal shall be communicated to the employee. Probationary employees who are terminated in accordance with this section shall not have access to the grievance procedure contained herein. An employee who has not completed the probationary period and is promoted shall be required to complete a new probationary period.

## **ARTICLE 13: PERFORMANCE EVALUATION**

SECTION 1: Employee performance evaluation reports shall be done on probationary employees by the end of the probationary period.

SECTION 2: Communication with employees on job performance shall be the on-going responsibility of each supervisor in accordance with the Employer's policy. Such communication may include written feedback and documentation, both positive and negative, when deemed necessary to support issues discussed. Written performance evaluation reports on regular employees shall be made on a biennial basis and shall be concluded within thirty (30) calendar days of the employee's anniversary date.

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.

SECTION 4: Performance evaluation rebuttals may be entered into employees' permanent personnel files. Such rebuttals must be submitted to the Human Resources Department by the employee within twenty (20) calendar days after the employee receives the performance evaluation.

## ARTICLE 14: HOLIDAYS

SECTION 1: Employees covered by this agreement shall receive a holiday benefit equal to the number of hours they are regularly scheduled to work, for each holiday listed in MCA 1-1-216. Example: employees working 12 hour shifts shall receive 12 hours of holiday benefit; employees regularly working 10 hour shifts shall receive 10 hours of holiday benefit; and employees regularly working 8 hour shifts shall receive 8 hours of holiday benefit.

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. Use of paid leave shall be considered an excused absence.

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:

- Accrue holiday leave, equal to the number of hours they are regularly scheduled to work for each holiday to be taken at a time mutually agreed to by the employee and the supervisor; or
- Receive regular holiday pay, equal to the number of hours they are regularly scheduled to work, which shall be pro-rated for regular part time employees.

SECTION 5: Accrual of holiday leave is limited to a maximum of one hundred twenty (120) 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.

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 be eligible for either holiday pay or to accrue holiday leave in accordance with Section 4 of this Article.

SECTION 7: Employees of the Detention Center Kitchen will have the major holidays of Christmas and Thanksgiving off on a rotating basis, so that an employee who works one of those holidays in the current year will have it off the next year.

SECTION 8: Employees who are required to work on a holiday, but call in sick, will be allowed to use accumulated sick leave to maintain their standard work hours, and will be eligible for either holiday pay or to accrue holiday leave in accordance with Section 4 of this Article.

SECTION 9: An employee may request to be cashed out for accrued holiday leave, up to a maximum of eighty (80) hours per fiscal year, 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.

### **ARTICLE 15: VACATION**

SECTION 1: As provided by State law, each employee shall earn vacation credits as follows:

- From the first full day of employment through ten (10) years of employment at the rate of 15 working days for each year of service;
- After ten (10) years through fifteen (15) years of employment at the rate of 18 working days for each year of service;
- After fifteen (15) years through twenty (20) years of employment at the rate of 21 working days for each year of service;
- After twenty (20) years of employment at the rate of 24 working days for each year of service.

Proportionate leave credits shall be earned and credited at the end of each pay period. Years of employment used to adjust the accrual rate will be calculated using the employee's service date. Employees may be credited for prior Montana public employment by submitting the required documentation to the Human Resources Office.

Advancing vacation leave credits prior to their accrual is expressly prohibited.

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 end of the first pay period of the next calendar year. Excess vacation time shall be forfeited if not taken within 90 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 and such request is denied, the employee shall not forfeit the leave and will have until the end of the calendar year to use the excess vacation leave.

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. 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: Assignment of vacation will be made by seniority for requests received between the months of January and March. Afterwards requests will be approved on a first come first served basis. This section does not apply to clerical support staff.

#### **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. 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:

- A. Personal illness when such illness makes it impossible for the employee to report for work and perform the normally assigned duties.
- B. Injuries suffered by the employee which make it impossible for such employee to report for work and perform the normally assigned duties.
- C. Serious illness or death in the immediate family of the employee requiring the attendance of the employee.
- D. Funeral leave shall be limited to a maximum of ten (10) calendar days. Such leave may be extended in order to attend the funeral of an immediate family member, with the approval of the Sheriff or designee. In order to be eligible for funeral leave, the employee must attend the funeral.

SECTION 5: Immediate family shall mean spouse, children, mother, father, sisters, brothers, grandparent, foster parent, father-in-law, mother-in-law, or other person 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. When requesting to use sick leave, an employee must notify the supervisor prior to the beginning of the shift so that a replacement may be notified.

SECTION 7: Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.

SECTION 8: The EMPLOYER may require written medical verification of any sick leave.

#### **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 AND PAID PARENTAL LEAVE**

SECTION 1: The Employer will provide employees covered by this agreement paid parental leave, in accordance with county policy, for six (6) consecutive weeks commencing with the birth of a child or placement of a child for adoption. Paid parental leave will run concurrently with unpaid Family and Medical Leave. Employees must have been employed at least 180 consecutive days to be eligible for this paid leave benefit.

SECTION 2: 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**

SECTION 1: Any employee who is a member of the organized militia of the State of Montana or who is a member of the organized or unorganized reserve corps or military forces of the United States, and who is a regular employee of the County of Missoula and who has been an employee for a period of at least six months shall be given leave of absence with pay accruing at a rate of 120 hours in a calendar year for performing military service. This leave will not be charged against leave credits earned by the employee. Unused military leave must be carried over to the next calendar year, but may not exceed a total of 240 hours in any calendar year. Reinstatement privileges of employees who have been inducted into military service as provided for under state and federal law will be followed.

SECTION 2: 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**

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 or called out for any other reason will be paid a minimum of 2 hours at 1 & ½ 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 1 & ½ 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.

SECTION 2: Anniversary dates for all new employees employed under this AGREEMENT shall be the employee's date of hire with the bargaining unit. Present employees covered by this AGREEMENT shall retain their current anniversary dates. Employees covered by this AGREEMENT who are promoted to positions covered by the bargaining unit shall be placed on the step of the appropriate classification which is closest to a ten percent (10%) increase. The anniversary date of a promoted employee shall be reset to the effective date of the promotion.

SECTION 3: In the event that an employee is temporarily assigned in writing to a higher-level classification by detention facility management, the employee shall receive a five (5) percent increase over the employee's regular hourly rate, for all hours designated by detention facility management. In the event that an employee is temporarily assigned to a higher-level classification, and such assignment lasts three (3) complete pay periods or longer, the employee shall receive a ten percent (10%) increase over the employee's regular hourly rate, retroactive to the first day of the first complete pay period. In the case of clerical support staff, any temporary assignments are approved by the Support Services Administrator, and not detention facility management.

SECTION 4: A non-probationary employee who receives written approval from the employee's department head shall receive an additional \$0.50 per hour for receiving and maintaining a special certification/license in an area directly related to the employee's job duties including but not limited to a SERVSAFE Certification. Certification/license shall be issued by a nationally certifying institution or state or federal government agency. This does not apply to certification/license that is required as a condition of employment. An employee may be approved to receive compensation for one additional certification/license every two years.

SECTION 5: A. Longevity pay, in addition to the wage amounts listed in Addendum A, shall be according to the following schedule:

<u>Years of Service</u>	<u>Amount of Increase</u>
After 5 continuous years of service	\$0.10 per hour
After 7 continuous years of service	\$0.20 per hour
After 10 continuous years of service	\$0.30 per hour
After 15 continuous years of service	\$0.40 per hour
After 17 continuous years of service	\$0.50 per hour
After 20 continuous years of service	\$0.60 per hour
After 23 continuous years of service	\$0.70 per hour
After 25 continuous years of service	\$0.808 per hour
After 27 continuous years of service	\$0.90 per hour
After 30 continuous years of service	\$1.00 per hour

B. Longevity compensation for all eligible employees shall become effective on the first day of the pay period in which the eligibility date falls.

C. The eligibility date for purposes of this Section shall be the employee's date of hire with Missoula County.

**ARTICLE 22: HEALTH & LIFE INSURANCE**

The EMPLOYER shall make group medical, dental, vision, life and disability insurance benefits available to employees covered by this AGREEMENT under the same terms and conditions generally applicable to 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**

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, to be taken during their regularly-scheduled shift. It is understood that this paid meal break may be interrupted for service. This Section does not apply to clerical support staff.

SECTION 2: Support staff 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.

**ARTICLE 26: CLOTHING ALLOWANCE / DRESS CODE**

SECTION 1: If specific clothing or uniform components are required by the EMPLOYER, such items of clothing will be provided by the EMPLOYER. Employees will be required to dress appropriately for the work to be performed.

SECTION 2: For kitchen staff and the full time Commissary Clerk, the Employer will provide up to \$125.00 reimbursement each fiscal year for shoes and insoles, and up to \$100.00 reimbursement each fiscal year for work pants. Employees shall be required to provide receipts to receive such reimbursement.

**ARTICLE 27: DETENTION FACILITY SAFETY**

SECTION 1: Employees shall have the right to submit notices, in writing, of any hazardous, illegal 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 within ten (10) working days.

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. All full-time bargaining unit employees and 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.
- 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: Formal 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 formally in writing to the 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. In the case of clerical support staff, the grievance shall be presented formally in writing to the Support Services Administrator.

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 within ten (10) days after the date of the response at Level II. The Board of County Commissioners or their designee shall have a maximum of fifteen (15) days in which to respond to the grievance in writing.

Nothing in the above grievance procedure precludes the parties from meeting to attempt to resolve a grievance at any time.

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:

The party requesting arbitration must make such request to the other party involved within ten (10) days following the receipt of the decision set forth in Section 3, Level III.

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.

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.

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.

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 successful completion of the probationary period, employees shall accrue seniority from the date of their employment in their present class or position.

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 based on seniority in continuous time employed with Missoula County Detention Center.

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 mailing of the notice of recall.

### **ARTICLE 32: FAMILY & MEDICAL LEAVE**

Employees may request the use of annual vacation leave, personal leave, sick leave, compensatory time or other appropriate paid leave or leave without pay for necessary absences for purposes such as adoption, foster care, paternity leave, infant or child care, elder care, or care of other members of the employee's immediate family, or serious health condition that makes the employee unable to perform the essential functions of the employee's job. The EMPLOYER shall provide Family and Medical Leave as required by federal law.

All alleged employer violations of the Family & Medical Leave Act shall be enforced by the Wage and Hour Division of the U.S. Department of Labor's Employment Standards Administration. An employee may bring a private civil action against the employer in

lieu of filing a complaint with the Wage and Hour Division. This article is not subject to the grievance and arbitration provisions in Article 29.

### **ARTICLE 33: LABOR MANAGEMENT COMMITTEE**

There shall be a labor/management committee consisting of at least two (2) UNION representatives and at least one (1) management representative. The committee shall meet at mutually agreeable times to discuss matters of mutual concern. This is not to be considered part of the established grievance or negotiation procedure.

### **ARTICLE 34: EDUCATION AND TRAINING LEAVE**

#### TRAINING

SECTION 1: Regular (non-probationary) employees may attend training seminars, workshops or conferences related to professional development, safety, personal growth and educational advancement without charging related time off against annual vacation leave and without losing any part of their salary for attendance within regularly scheduled working hours. Attendance must be approved in advance by the Supervisor.

SECTION 2: The department may pay for reasonable registration fees and other related expenses, such as lodging, per diem, and travel, in accordance with the Missoula County travel policy. Payment must be approved by the Supervisor and Department Head in advance of the employee attending the training event.

#### EDUCATION/TUITION REIMBURSEMENT

SECTION 1: Any regular (non-probationary) full-time or part-time employee who regularly works at least 20 hours per week, may be granted time off with pay to attend job-related courses at an accredited post-secondary education institution, including approved vocational education centers. Part-time employees will receive benefits provided by this Article on a pro-rated basis. Amount of time off with pay shall not exceed nine (9) quarter credit hours or six (6) semester credit hours per fiscal year. Attendance must be approved in advance by the Supervisor.

SECTION 2: The EMPLOYER, upon receiving evidence of satisfactory completion of courses previously approved as outlined in Section 1 of this Article, along with receipts, shall reimburse employees for the cost of books and tuition up to a maximum of five hundred dollars (\$500.00) per fiscal year. Requests for education leave and reimbursement must be approved by the Supervisor and the Human Resources Department prior to enrollment. The Board of County Commissioners reserves the right to limit the number of enrollees in any fiscal year.

SECTION 3: Employees who enroll in classes for professional development, personal growth or educational advancement which are not directly job related and which meet at times other than during the employee's regularly scheduled working hours are not entitled to time off during the scheduled working hours. Employees attending courses on

their own time shall not be permitted work time off as a method of compensation. All outside class work must be accomplished on the employee's own time.

### **ARTICLE 35: ON-CALL PAY**

SECTION 1: Employees required to be in an on-call status on their regularly scheduled work day shall be compensated at the rate of \$15.00 per day. Employees required to be in an on-call status on their regularly scheduled day off shall be compensated at the rate of \$32.00 per day.

SECTION 2: On-call status is defined to mean that the employee:

- Is required to carry a pager or cellular phone;
- Must be accessible to 9-1-1 dispatch or by telephone; and
- Must report to work if called in.

An employee who is called in and reports for duty in accordance with this Section shall be paid premium pay at one and one-half times their regular hourly rate.

SECTION 3: Employees who are called at home shall report such working time on their time-sheets in minimum increments of .25 hours.

SECTION 4: On-call rotation for building technical staff shall be scheduled such that each eligible employee remains on call for a pre-determined number of consecutive weeks, to be agreed to in advance of scheduling by the supervisor and the employees. An employee on approved leave may not be scheduled for on-call duty and shall not receive on-call compensation. On-call hours that must be rescheduled due to approved leave will be offered by seniority. If no employee volunteers, on-call will be assigned by the supervisor.

### **ARTICLE 36: 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 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.

**ARTICLE 38: TERM OF AGREEMENT**

This AGREEMENT shall be effective from July 1, 2017 through June 30, 2019, except that wages only shall be subject to negotiation if either party serves written notice to the other party on or before March 31, 2018.

This AGREEMENT shall be renewed for a period of one year after June 30, 2019, unless either party serves a written notice of its desire to terminate, modify or amend the AGREEMENT on or before March 31, 2019. If the AGREEMENT is renewed, it will be renewed again for successive one year period(s) unless either party serves written notice of its desire to terminate, modify or amend the renewed AGREEMENT on or before March 31 of the year in which the renewed AGREEMENT is to expire.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS

AGREEMENT THIS 24<sup>th</sup> DAY OF August, 2017.

FOR THE EMPLOYER:

FOR THE UNION:



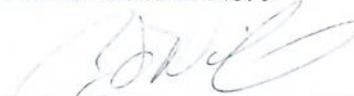
Jean Curtiss, Chair  
Board of County Commissioners



Matthew B. Thiel, Attorney  
AFSCME Council No. 9



Nicole "Cola" Rowley, Commissioner



Conner O'Neill, President  
AFSCME – Detention Support Unit

**NOT AVAILABLE FOR SIGNATURE**

David Strohmaier, Commissioner

**NOT AVAILABLE FOR SIGNATURE**

Chris Rodriguez, Bargaining Team  
AFSCME – Detention Support Unit

# FY 2018 AFSCME - DETENTION SUPPORT UNIT

EFFECTIVE 6/18/2017

1-Maintain matrix as BASE RATES (i.e.hire step) with 2% steps thereafter

2- Adjust Grades 1 & 2 by 2.5%, adjust Grades 3 & 4 by .5% - this is to achieve pay equity for lower grades w/non union plan

3-Each employee advances one step

Grade	Title	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Step > Hire														
1	Senior Secretary Commissary Clerk	\$12.77 2.00%	\$13.0269 2.00%	\$13.2875 2.00%	\$13.5532 2.00%	\$13.8243 2.00%	\$14.1008 2.00%	\$14.3828 2.00%	\$14.6704 2.00%	\$14.9638 2.00%	\$15.2631 2.00%	\$15.5684 2.00%	\$16.1974 2.00%	\$16.5213 2.00%	\$16.8517 2.00%
2	Administrative Secretary	\$13.92 2.00%	14.1994 2.00%	14.4833 2.00%	14.7730 2.00%	15.0685 2.00%	15.3698 2.00%	15.6772 2.00%	15.9908 2.00%	16.3106 2.00%	16.6368 2.00%	16.9695 2.00%	17.3089 2.00%	17.6551 2.00%	18.0082 2.00%
3	Kitchen Security Supervisor	\$14.74 2.00%	\$15.0361 2.00%	\$15.3368 2.00%	\$15.6435 2.00%	\$15.9564 2.00%	\$16.2755 2.00%	\$16.6010 2.00%	\$16.9331 2.00%	\$17.2717 2.00%	\$17.6172 2.00%	\$17.9695 2.00%	\$18.3289 2.00%	\$18.6955 2.00%	\$19.0694 2.00%
4	Administrative Aide Senior Kitchen Security Supervisor	\$15.77 2.00%	\$16.0886 2.00%	\$16.4104 2.00%	\$16.7386 2.00%	\$17.0734 2.00%	\$17.4148 2.00%	\$17.7631 2.00%	\$18.1184 2.00%	\$18.4807 2.00%	\$18.8504 2.00%	\$19.2274 2.00%	\$19.6119 2.00%	\$20.0042 2.00%	\$20.4042 2.00%
additional steps:															
1	Senior Secretary Commissary Clerk	\$17.1888 2.00%	\$17.5325 2.00%	\$17.8832 2.00%	\$18.2408 2.00%	\$18.6057 2.00%	\$18.9778 2.00%	\$19.3573 2.00%	\$19.7445 2.00%	\$20.1394 2.00%	\$20.5422 2.00%	\$20.9530 2.00%			
2	Administrative Secretary	\$18.7357 2.00%	\$19.1105 2.00%	\$19.4927 2.00%	\$19.8825 2.00%	\$20.2802 2.00%	\$20.6858 2.00%	\$21.0995 2.00%	\$21.5215 2.00%	\$21.9519 2.00%	\$22.3910 2.00%	\$22.8388 2.00%			
3	Kitchen Security Supervisor	\$19.8398 2.00%	\$20.2366 2.00%	\$20.6413 2.00%	\$21.0541 2.00%	\$21.4752 2.00%	\$21.9047 2.00%	\$22.3428 2.00%	\$22.7897 2.00%	\$23.2455 2.00%	\$23.7104 2.00%	\$24.1846 2.00%			
4	Administrative Aide Senior Kitchen Security Supervisor	\$21.2286 2.00%	\$21.6531 2.00%	\$22.0862 2.00%	\$22.5279 2.00%	\$22.9785 2.00%	\$23.4381 2.00%	\$23.9068 2.00%	\$24.3850 2.00%	\$24.8727 2.00%	\$25.3701 2.00%	\$25.8775 2.00%			