

AGREEMENT BETWEEN
THE COUNTY OF MISSOULA
and
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
(AFSCME), COUNCIL NO. 9
9-1-1 Unit
JULY 1, 2019
To
JUNE 30, 2021

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PREAMBLE

This AGREEMENT is made and entered into by and between Missoula County, hereinafter referred to as the EMPLOYER, and Missoula 9-1-1, of Missoula, Local #3255, which is an affiliate of Montana State Council No. 9 of the American Federation of State, County and Municipal Employees, AFL/CIO, acting by and through its duly qualified officers and representatives, all of which are hereinafter called the UNION.

In consideration of the mutual covenants herein set forth, which have been mutually determined at negotiations, the EMPLOYER and the UNION agree shall be bound as follows:

ARTICLE 1.
RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative for purposes of collective bargaining with respect to wages, hours, fringe benefits and other conditions of employment for all Public Safety Communications Officers (PSCO) of the Missoula County 9-1-1 Center, but excluding supervisory employees, confidential employees, management officials, regular on-call employees, temporary employees, short-term workers, and members of other bargaining units.

ARTICLE 2.
NON-DISCRIMINATION

It is the policy of the EMPLOYER and the UNION to ensure that all employees are treated equally without regard to their status, 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 3.
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 4.
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 for those employees who so authorize as prescribed by section 39-31-203, MCA.

SECTION 2: The UNION shall represent all employee, in the exclusive bargaining unit, s fairly and equally in accordance with 39-31-205, MCA.

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, as a result of its good faith efforts to comply with the dues collection provision 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 union sponsored programs 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. An employee may discontinue any voluntary dues deduction by providing advance notice of at least one full pay period to the EMPLOYER.

ARTICLE 5.
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 9-1-1 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: 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.

SECTION 5: The EMPLOYER, at its sole discretion regarding availability of time, will allow the UNION up to 30 minutes during orientation of newly hired employees to discuss union functions and organization.

ARTICLE 6.
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 upon the request of either party to discuss matters of mutual concern. This is not to be considered part of the established grievance or negotiation procedures.

ARTICLE 7.
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 the 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 8.
VACANCIES

SECTION 1: When a position within the bargaining unit, which is to be refilled becomes vacant, the department head or designee shall notify the Human Resources Department, who shall open up recruitment for the position, including the placement of appropriate advertisements. Vacancy notices shall be posted on the department bulletin board for a minimum of five (5) working days.

SECTION 2: The Human Resources Department 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 department head or designee who shall make the final selection after completion of the necessary testing and interviews. All appointments shall be based on merit principles and shall be taken from the above-mentioned list.

ARTICLE 9.
PROBATIONARY PERIOD

SECTION 1: All newly hired employees shall serve a probationary period of nine months. Any time worked in a temporary, on-call or short-term status shall not count towards completion of the probationary period in this section. One extension of up to three months may be made at the department head or designee's discretion. When the probationary period is extended, the department head or designee 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. 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 or designee, 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.

ARTICLE 10.
PERFORMANCE EVALUATION

SECTION 1: Performance evaluation reports shall be done on probationary employees by the end of the probationary period. Subsequent performance evaluation reports shall be completed and reviewed with the employee annually.

SECTION 2: Performance evaluation reports on non-probationary employees shall be done annually.

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 11.
SENIORITY

SECTION 1: Seniority shall mean continuous time employed with Missoula County 9-1-1. Upon successful completion of the probationary period, employees shall accrue seniority from the date of their employment with the

Missoula County 9-1-1 Center. Seniority shall terminate upon discharge or voluntary severance by the employee or an unpaid leave of absence in excess of 90 days.

Seniority for employees hired on the same date shall be determined based on test scores. The assigned seniority date will be documented in the employee's file. A copy of the rankings by test score shall be provided to the UNION upon request provided the request is received within one year of the employee's hire date.

SECTION 2: The EMPLOYER will provide the UNION with a current seniority roster within five (5) working days of a written request by the UNION. Employees may challenge their seniority designation through the contractual grievance procedure.

ARTICLE 12.
HOURS OF WORK & SCHEDULING

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 in this AGREEMENT.

SECTION 2: The work week shall be defined as Sunday through Saturday. A full-time employee shall work a minimum work week consisting of forty (40) hours per week with at least two (2) consecutive days off in each seven-day period. Those employees having Sunday and Saturday as days off shall be considered to have two (2) consecutive days off in that seven-day period. All time for each work week will be reported on timesheets recording partial hours of 7 minutes or more rounded to the nearest quarter hour.

Except in the case of an emergency, no employee shall work more than 14 consecutive hours in a 24-hour period, starting with the employee's first hour at work. Hours worked shall include any training, meetings or conferences included in the 24-hour period. There shall be 8 hours minimum between an employee's shifts and any other work-related obligations.

SECTION 3: Employees will receive one thirty (30) minute paid meal break, and two fifteen (15) minute paid rest breaks or one sixty (60) minute paid break, within each workday of eight hours. Employees with a workday in excess of eight hours will receive 75 minutes of aggregate paid break time with no break longer than 30 minutes unless specifically authorized by the Lead PSCO.

SECTION 4: Employees on paid breaks are subject to re-call to work and therefore paid breaks outside the 9-1-1 Center must be taken within a restricted area confined to a two-block radius of the County Courthouse campus at 200 West Broadway. An employee may take a break outside the restricted area if they have written approval from the Lead PSCO on duty and provided paid or unpaid leave is substituted for the paid break. During any period when no Lead PSCO is on duty, employees are not allowed to take their break outside the restricted area.

SECTION 5: The department head or designee may, with the consent of the UNION, enact a temporary or permanent work schedule that comprises some combination of hours other than five (5) eight-hour days. The terms of such alternative work schedules will be specified in writing in a separate memorandum of agreement and will include provisions for meal and rest breaks.

SECTION 6: 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) hours in each work week. 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 department head or designee, 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.

SECTION 7: Employees covered by this AGREEMENT may by mutual agreement between the employee and the Employer, and in lieu of the monetary compensation for overtime provided in section 6 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 work week. 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 6 of this Article.

SECTION 8: 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.

B. SCHEDULING & SHIFT BIDDING

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

SECTION 2: Work schedules for all non-probationary employees will be posted at least thirty (30) calendar days in advance.

SECTION 3: During the month of September each year, employees shall bid shifts, for the twelve-month period beginning on the first Sunday in January. Employees shall be eligible to bid on shifts provided they have completed their first year of employment and are off probation. The schedule set by Management will affect bidding as follows:

1. If management elects a fixed, non-rotating schedule, employees will bid by seniority;
2. If management elects a rotating schedule, employees will bid by seniority for the point in the rotation where they will start their new schedule.

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) re-assign an existing employee to cover the vacancy.

SECTION 4: The EMPLOYER reserves the right to deviate from the above shift bidding provisions in order to balance experience requirements or in response to staffing shortages or other legitimate staffing needs. The EMPLOYER shall post any such changes within 14 calendar days after employees bid shifts under section 3 above.

SECTION 5: Employees shall be given at least thirty (30) calendar days' notice of any changes to shift requirements and shift rotations, as outlined in section 1 of this article. This requirement does not apply in emergency situations, including staff shortages caused by unanticipated vacancies.

SECTION 6: The EMPLOYER may make temporary shift assignments for up to three (3) months without opening the shift assignment for bid by seniority.

C. SHIFT TRADES & OTHER PROVISIONS

SECTION 1: Employees who receive prior approval from their supervisor may trade shifts with other employees, provided such trades do not: (a) leave the center without sufficient experienced employees on a given shift, (b) interfere with the efficient operation of the center, or (c) result in additional overtime liability.

SECTION 2: Employees may request job sharing, permanent shift exchanges or other alternative staffing or scheduling arrangements. The EMPLOYER shall consider such requests on a case-by-case basis.

ARTICLE 13.

OVERTIME AND PAGER ASSIGNMENT “ON-CALL”

SECTION 1: OVERTIME ASSIGNMENT

A. Voluntary Overtime Assignments: Upon posting each new schedule, shifts requiring scheduled overtime that will be necessary to provide minimum staffing will be posted for sign up on a voluntary basis. A senior employee may “bump” a junior employee on the sign up roster at this time.

B. Mandatory Overtime Assignments: Voluntary Overtime Assignments not filled in accordance with paragraph A shall be assigned in reverse seniority order. The Employer will maintain a list of employees who are assigned overtime for the period of the existing scheduled rotation. Once an employee has been assigned a Mandatory Overtime Shift the Employer will assign subsequent shifts starting at the next least senior employee. Employees assigned a mandatory overtime shift with 24 hours or less between being assigned and reporting to work shall receive a stipend in the amount of twenty-five (\$25.00) dollars, excluding the extension of current shift assignments. (Employees who are assigned to carry a pager and subsequently paged into work are not eligible for the stipend under this section.)

C. Unanticipated Overtime Assignments: Lead PSCO’s may approve the extension of an employee’s shift either at the end or beginning of their regularly scheduled shift, not to exceed fourteen (14) total hours, to fulfill short term operation needs. In the event of unanticipated overtime or when the operational needs of the dispatch center exceed the provisions of this contract, the EMPLOYER may require employees to report to work in order to fulfill its public safety mission. In such an event, employees assigned pager responsibility will be contacted first. Except under the terms of paragraph “D” there is no call out list authorized for unanticipated overtime.

D. In any event when the terms of paragraph “C.” have been exhausted and the operational needs of the dispatch center have not been met, employees will be called in **reverse** seniority order to fill overtime requirements. Under this section ONLY, any employee called in for an overtime shift for a minimum of four (4) hours will receive a \$25.00 stipend. This stipend DOES NOT APPLY to employees who work overtime hours in accordance with any other part of this Article.

E. Employees who are called in from an off-duty status shall be entitled to a minimum of two (2) hours of paid time.

SECTION 2: PAGER ASSIGNMENT / “ON-CALL”

A. The Employer may require personnel to carry a pager for specific periods to be determined by the Employer. Such duty shall be referenced as “on-call” and shall mean that:

- i. The employee on-call is required to carry a pager or cellular phone or be available by a landline number on file with the 9-1-1 Center and to respond when contacted; and
- ii. The employee must be available to report to work if called; and
- iii. The employee must report to work within 60 minutes or as quickly as possible when contacted.

B. Employees will be compensated for on-call (pager) assignments at a rate of \$50.00 per day on a regularly scheduled day off. Employees will be compensated for on-call (pager) assignments at a rate of \$75.00 per day for the regular holiday on Independence Day, Thanksgiving, Christmas, and New Year's holidays.

C. Voluntary On-Call Assignments: Upon posting each new schedule, shifts requiring an on-call assignment will be posted for signup on a voluntary basis. A senior employee may "bump" a junior employee on the sign up roster at this time.

D. Mandatory On-Call Assignments: Voluntary On-Call (Pager) Assignments not filled in accordance with paragraph C. shall be assigned to employees in reverse seniority order. The Employer will maintain a list of employees who are assigned to carry the pager (mandatory On-Call) for the period of the existing scheduled rotation. Once an employee has been assigned a Mandatory On-Call (pager) the Employer will assign subsequent shifts starting at the next least senior employee.

E. The Employer will make all efforts it determines to be reasonable to avoid the assignment of Mandatory On-Call for employees who have approved paid leave (excluding sick leave) before or after the employee's regularly scheduled days off.

SECTION 3: MEETINGS

A. In the event that the Employer schedules a mandatory meeting for training or other business reasons, employees shall be compensated for a minimum of two hours or the length of the meeting whichever is greater, at a premium rate of pay equal to time and a half their regular rate of pay. Attendance at such meetings does not qualify for compensation provided in this Article, Section 1, Part D. Premium pay under this section applies only to an employee called in on their time off to attend a meeting and shall not be compounded with overtime for the same hours. Example: An employee called in for a meeting will receive a minimum of two hours of pay at the premium rate of time and one half their regular hourly rate. But, an employee already at work and attending during regularly scheduled work hours shall not also be eligible for premium pay rate for such meeting hours. However, if an employee attends a meeting during their regular work hours, but that meeting extends beyond their regular work hours, the employee shall be eligible for premium pay for only those hours outside their regularly scheduled hours of work.

B. In the event the employer determines that work schedules need to be adjusted for mandatory meetings, employees will be notified of such changes a minimum of 14 calendar days in advance of the change. Employees in approved leave status shall not be required to attend mandatory meetings. Employees will not be required to flex their schedule for attendance at mandatory meetings.

SECTION 4: EXCUSAL FROM OVERTIME AND PAGER ASSIGNMENTS

Employees may make a written request to the EMPLOYER to be excused for all overtime work assignment, including assignment to pager duty, for a specific period of time due to personal or family illness, or other demonstrated hardship. The EMPLOYER may require medical or other certification to substantiate such a request and duration of the need. Approval of such requests will be at the sole discretion of the EMPLOYER. Upon approval, employees will not be contacted during normal overtime call outs and will not be allowed to sign up for overtime or pager duty hours.

ARTICLE 14.
COMPENSATION

A. WAGES

SECTION 1: Job classifications and pay rates are listed in Addendum A.

SECTION 2: Newly hired PSCOs shall be paid at the base rate until they complete one year of service. Exceptions may be made in cases where employees have prior experience working as a PSCO, in which case employees may be given credit for prior experience, at the discretion of the department head or designee.

SECTION 3: Employees who are promoted, demoted or reclassified shall be paid based on the rates and longevity increments in Addendum A.

SECTION 4: PSCOs who are on duty between the hours of 7:00 P.M. and 7:00 A.M. shall receive \$.75 per hour in addition to their regular hourly rate of pay.

B. TEAM LEADER

SECTION 1: The 9-1-1 Manager may designate an “acting” team leader for any shift when a Lead PSCO will not be available. The 9-1-1 Manager will designate an “acting” team leader” whenever a Lead PSCO is scheduled to be off for at least four of their regular shifts in one work week or longer when a Lead PSCO will not be available. Designation of an “acting” team leader” for any period less than four work shifts within 7 consecutive calendar days will be at the sole discretion of the 9-1-1 Manager.

SECTION 2: Team leaders designated to work for less than two full weeks will receive \$.50/hr for all hours worked in that capacity. Team leaders designated to work for a period of at least two full weeks or more will receive \$1.00/hr for all hours worked on that shift.

C. TRAINING WAGE

SECTION 1: A bargaining unit employee, who is assigned to train a new employee in addition to performing the employee’s regularly assigned dispatching duties, shall receive an additional \$1.00 per hour over the employee’s regular hourly rate for all hours engaged in such training. This differential does not apply to the Training Supervisor position if such job classification is in use.

SECTION 2: In August of each calendar year, the 9-1-1 Manager shall solicit letters of application from non-probationary PSCOs wishing to serve as Training Assistants. Appointment as a Training Assistant will be at the discretion of the 9-1-1 Manager. A Training Assistant shall be appointed for one full calendar year term starting January 1 of each year. During shift bidding, one slot per shift will be reserved for a Training Assistant. Training Assistants will bid shifts in accordance with Article 12 provisions.

SECTION 3: Training Assistants will be entitled to additional duty compensation of 2% of their regular base hourly rate for all paid hours during the year of their appointment. Employees appointed as Training Assistant, are not eligible for compensation provided in Part C, section 1 of this Article.

ARTICLE 15.
HEALTH & LIFE INSURANCE

SECTION 1: 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.

SECTION 2: The EMPLOYER shall 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 16.
WORKERS' COMPENSATION

SECTION 1: The EMPLOYER will provide Workers Compensation insurance for all employees in accordance with state law.

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 17.
ANNUAL LEAVE

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 (1¼) days per month, (15 days/year), for the first ten (10) years of service, one and one-half (1½) days per month, (18 days/year), for the next five (5) years of service, one and three-quarters (1¾) days per month, (21 days/year), for the next five (5) years of service, and two (2) days per month, (24 days/year), 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 or to payment for unused vacation leave credits upon termination until they have been employed for a qualifying 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 the qualifying period will be paid for any unused vacation leave credits at the rate of pay in effect at the time of termination.

SECTION 5: Holidays occurring while an employee is on paid vacation leave shall be charged as holiday leave and not charged as vacation.

ARTICLE 18.
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 legal holiday listed below as set forth by 1-1-216. M.C.A. 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. 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 the overtime provisions of this AGREEMENT, and shall be eligible at their option to either:

1. Accrue holiday leave up to a maximum of one hundred and twenty (120) hours, to be taken at a time mutually agreed to by the employee and the Employer; or
2. Receive regular holiday pay in accordance with section 1 of this article.

SECTION 5: An employee may request to be cashed out for accrued holiday leave, up to a maximum of one hundred and twenty (120) 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.

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 equal to the number of hours they are regularly scheduled to work, at the employee's regular rate of pay, or may elect to accrue holiday leave for that same number of hours.

SECTION 7: Employees who work on the actual Independence Day, Thanksgiving, Christmas and New Year's holidays shall receive time and one-half premium pay for all hours worked during that shift. This applies to all shifts that start on or after 12:00 midnight on the actual holiday through 11:59 p.m. on that same holiday. This premium pay applies only to work on the actual holiday and not on the day observed by state law or county practice if that is a different day. Hours worked on a holiday count with all other hours worked when determining overtime.

ARTICLE 19. 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 shall not be paid for sick leave until they have been continuously employed for ninety (90) calendar days. With the department head or designee's approval, an employee may substitute sick leave for vacation leave if the employee becomes sick while on approved vacation leave.

SECTION 3: Upon termination, employees who have worked the qualifying period shall be entitled to be paid an amount equal to one-quarter (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:

1. Personal illness, or injury when such illness or injury makes it impossible for the employee to report for work and perform the normally assigned duties; doctor or dental appointments for treatment or preventative care for the employee or doctor certified quarantine for contagious disease.
2. Serious illness or death in the immediate family of the employee requiring the attendance of the employee.
3. To attend or make arrangement for a funeral of a member of the employee's immediate family or, at the discretion of the department head or designee, another closely related individual, for a period not to exceed ten (10) consecutive working days. In order to be eligible for funeral leave, the employee must attend the funeral.
4. For maternity related care including prenatal and postnatal care, birth, miscarriage, abortion or other medical care for either the employee or the child, including the placement of a child for adoption or foster care.

SECTION 5: Immediate family shall mean spouse, children, including foster or adopted children, or grandchildren of the employee or spouse of the employee, mother, father, sisters, brothers, grandparent, foster parent, father-in-law, mother-in-law, or other relative at the discretion of the department head 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 or excessive use 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: The EMPLOYER may require written medical verification of any sick leave.

SECTION 10: Employees may make or use donations of sick leave in accordance with Missoula County Personnel Policies.

ARTICLE 20. 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.

ARTICLE 21.
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: In accordance with state law, 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 22.
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 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. Personal Leave will be scheduled in accordance with the provisions of Article 26 on scheduling paid 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 23.
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 or unorganized reserve corps or military forces of the United States, and who has been an employee for a period of at least six (6) continuous 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 Law will be followed. Military leave shall not be used for monthly drills.

ARTICLE 24.
JURY DUTY/WITNESS LEAVE

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. Employees working night shift may flex their scheduled hours as mutually agreed between the employee and the 9-1-1 Manager.

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 2 hours at 1½ times the regular hourly rate. 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 25
EDUCATION AND TRAINING LEAVE

A. 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 Employer.

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 Employer in advance of the employee attending the training event.

B. 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.

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 seventy-five dollars (\$575.00) 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 26

SCHEDULING PAID LEAVE

SECTION 1: Upon completion of schedule bidding as covered in Article 12, Part B. the Employer will post the "Time Off Calendar" for the calendar year beginning with the first Sunday in January. Time off requests not covered by seniority language in this agreement shall be approved or denied on a first come first serve basis. Upon approval of time off the Employer will post the approved time off, on the "Time Off Calendar." Paid leave for the purpose of this Article does not refer to paid sick leave.

SECTION 2: Time off requests will be submitted as far in advance as possible. The Employer will approve or deny leave requests within fourteen (14) calendar days after they are received or will advise the employee of the reason for the delay. Requests for leave that is to occur less than 14 calendar days from the date request is submitted will be approved or denied as soon as possible.

SECTION 3: Summertime Off

- a. On or before April 1 of each year employees shall submit time off requests for the months of June, July and August. These three months only will be governed by seniority for the approval of time off.
- b. A non-probationary PSCO shall be eligible to apply for up to three (3) weeks of time off. Probationary PSCO shall be eligible to apply for up to two (2) weeks of time off. The number of days for which the employee is eligible shall be governed by the number of hours normally worked each day. (Eight (8) hour employees eligible for fifteen (15) shifts. Employees normally scheduled to work either ten (10) or twelve (12) hours shall be eligible for twelve (12) shifts.

- c. On or before May 1 of each year the Employer shall approve or deny time off requests under this section and will post them on the “Time-Off Calendar.”
- d. After May 1 employees may submit requests for additional time off for the three months covered in paragraph a. of this section.

SECTION 4: Winter Holiday Time Off

- a. On or before October 1 of each year employees shall submit their requests for time off for the period of December 25 and January 1. These two weeks are governed by seniority for the approval of time off.
- b. Prior to November 1 of each year the Employer shall approve or deny time off requests under paragraph a. of this section and will post approved time off on the “Time Off Calendar.”

ARTICLE 27.

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 28.

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 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 the employee first being given an opportunity to review and sign the item or receive 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. An employee shall have thirty (30) days within which to file a written response to any adverse comment entered into his/her personnel file. Such written response shall also be entered into his/her personnel file.

ARTICLE 29.

RESIGNATIONS

An employee may resign in good standing by submitting a written resignation to the department head or designee stating the reasons and the effective date of resignation at least two weeks prior to the effective date, unless extenuating circumstances require a shorter period. Failure to comply with this requirement may be cause for denying future employment with the 9-1-1 Center.

ARTICLE 30.
LAYOFF & RECALL

A. LAYOFF

SECTION 1: In the event the department head or designee anticipates that a layoff is necessary, the EMPLOYER will provide the UNION with advance written notification, including the reasons for the anticipated layoff, the positions to be eliminated and the schedule of implementation.

SECTION 2: The EMPLOYER shall provide a minimum of thirty calendar days' notice to any employee who is to be laid off. The EMPLOYER shall mail a copy of this written notice to the UNION.

SECTION 3: The EMPLOYER will lay off temporary, short-term and probationary employees before laying off any regular employees. When regular employees within the same job classification are to be separated, such separation shall be by seniority within each job classification, provided merit and abilities are substantially equal. An employee who receives a layoff notification in accordance with this section shall be entitled to bump the least senior employee in another bargaining unit job classification at a lower pay grade, provided: (1) the employee has the qualifications and ability necessary to perform the work in that job classification, and (2) the employee notifies the EMPLOYER in writing of the employee's intent to bump, within ten working days after receiving the above layoff notice.

B. LAYOFF POOL

SECTION 1: Employees who are laid off under this article shall have their names placed on a recall list for a period of one (1) year from the effective date of layoff. In the event that the position from which an employee was laid off is reinstated, the EMPLOYER will mail a recall notice to the employee at the employee's last known mailing address. The employee will have five working days to accept reinstatement to the employee's former position. If the employee declines reinstatement or fails to respond to the recall notice, the employee's name shall be removed from the recall list and the employee shall have no further reinstatement privileges. The employee is responsible for ensuring that an accurate and up-to-date mailing address is on file.

SECTION 2: An employee who is recalled under this Article will be considered as continuously employed for purposes of calculating vacation leave, sick leave or any other benefits set forth in this AGREEMENT that are based on length of continuous service with Missoula County. The employee will not accrue additional leave benefits for any time during which the employee was laid off prior to reinstatement. The salary for an employee who is recalled under this Article shall be established at the rate it would have been if the employee had not been laid off.

SECTION 3: A laid-off regular (non-probationary) employee may apply for bargaining unit positions other than the position from which the employee was laid off. If the employee is qualified and capable of performing the duties and responsibilities of such a position, the employee shall have an absolute preference for the position. If two or more laid-off regular employees are substantially equally qualified and capable of performing the work, seniority shall prevail.

SECTION 4: The preference provided under this section is effective beginning on the date on which an employee is notified in writing of the layoff, and extends for a period of one year from the effective date of the employee's layoff, or until the employee is placed in a position under this section, whichever occurs first. During this preference period, the EMPLOYER will mail notices of all vacant county positions to laid-off employees at their last known mailing address.

ARTICLE 31.
GRIEVANCE AND ARBITRATION

SECTION 1: A grievance is any controversy between the parties to this AGREEMENT that 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 parties agree that the UNION may pursue all complaints through the appropriate channels.

SECTION 2: Failure to file or advance any grievance within the time periods set forth in this Article shall constitute a waiver of the grievance. No bargaining unit member shall serve as the EMPLOYER'S designee in terms of responding to or adjusting grievances as outlined in this Article.

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

LEVEL I: An employee alleging a contract violation shall meet with the employee's immediate supervisor within fifteen (15) business days of the event or action giving rise to the grievance, to attempt to resolve the grievance informally. "Immediate supervisor" shall be defined as a 9-1-1 Manager. In accordance with section 1 of this Article the employee shall identify the contract provision allegedly violated or misinterpreted.

LEVEL II: If the grievance is not resolved in the above meeting, the grievance shall be presented in writing to the department head within ten (10) days of the above meeting date. The grievance must include the specific contract provision or provisions allegedly violated, and the specific remedy sought. The department head shall issue a written decision within ten (10) days after receipt of the written grievance.

LEVEL III: In the event the grievance is not resolved in Level II, the decision rendered by the department head may be appealed to the Board of County Commissioners, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the Board of County Commissioners, the board or the Board's designee shall issue a written response within ten (10) days after receiving the grievance.

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 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 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 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 that 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.
- F. The Arbitrator shall not have the power to detract, modify, or amend this AGREEMENT in any way.
- G. Each party shall bear the fees and expenses 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 32.
SAVINGS CLAUSE

SECTION 1: If any section, subdivision, paragraph, sentence, clause, phrase or other part of this AGREEMENT is determined or declared to be contrary to or in violation of any state or federal law, by a court of competent jurisdiction, the remainder of this AGREEMENT shall not hereby be affected or invalidated.

SECTION 2: In the event of any of these provisions being declared illegal, invalid, increased, decreased or adjusted by legislative act, the parties mutually agree to meet and negotiate a substitute provision within ten (10) calendar days.

ARTICLE 33.
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 34.
TERM OF AGREEMENT

This AGREEMENT shall be effective from July 1, 2019, through June 30, 2021.

This AGREEMENT shall be renewed for a period of one year after June 30, 2021 unless either party serves a written notice of its desire to terminate, modify or amend the AGREEMENT on or before March 31, 2021. 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

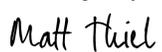
THIS 18th DAY OF December, 2019.

FOR THE EMPLOYER:

DocuSigned by:


EDFA9ECBCECC409...
David Strohmaier
Board of County Commissioners

FOR THE UNION:

DocuSigned by:


A310E4F8B5CD4FF...
Matthew B. Thiel, Attorney
AFSCME Council No. 9

DocuSigned by:


F68F48EA516944F
Juanita Vero, Commissioner

DocuSigned by:


F9F078FBC1F448D...
Jen Soule, Bargaining Team Member

DocuSigned by:


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Josh Slotnick, Commissioner

ADDENDUM A-1 PAY MATRIX 2019 – 2020

FY 2020 AFSCME 9-1-1 PAY MATRIX- EFFECTIVE 9/8/2019

5.5% Increase at steps 1 and Step 2
Matrix increased by 5.5%

PSCO			LEAD PSCO		
Step	step rate	step %	Step	step rate	step %
0	\$18.1355		0		
1	\$19.1300	5.50%	1	\$20.4881	5.50%
2	\$20.1800	5.50%	2	\$21.6100	5.50%
3	\$20.1800		3	\$21.6100	
4	\$20.1800		4	\$21.6100	
5	\$22.8000	13.00%	5	\$24.4200	13.00%
6	\$22.8000		6	\$24.4200	
7	\$22.8000		7	\$24.4200	
8	\$22.8000		8	\$24.4200	
9	\$22.8000		9	\$24.4200	
10	\$24.8500	9.00%	10	\$26.6200	9.00%
11	\$24.8500		11	\$26.6200	
12	\$24.8500		12	\$26.6200	
13	\$24.8500		13	\$26.6200	
14	\$24.8500		14	\$26.6200	
15	\$27.0900	9.00%	15	\$29.0200	9.00%
16	\$27.0900		16	\$29.0200	
17	\$27.0900		17	\$29.0200	
18	\$27.0900		18	\$29.0200	
19	\$27.0900		19	\$29.0200	
20	\$28.4400	5.00%	20	\$30.4700	5.00%
21	\$28.4400		21	\$30.4700	

ADDENDUM A-2 PAY MATRIX 2020 – 2021

FY 2021 AFSCME 9-1-1 PAY MATRIX- EFFECTIVE 7/5/2020

Matrix increased by 4.25%

Step	step rate	step %	Step	step rate	step %
0	\$ 18.9062		0		
1	\$ 19.9500	5.50%	1	\$ 21.3588	5.50%
2	\$ 21.0500	5.50%	2	\$ 22.5300	5.50%
3	\$ 21.0500		3	\$ 22.5300	
4	\$ 21.0500		4	\$ 22.5300	
5	\$ 23.7900	13.00%	5	\$ 25.4600	13.00%
6	\$ 23.7900		6	\$ 25.4600	
7	\$ 23.7900		7	\$ 25.4600	
8	\$ 23.7900		8	\$ 25.4600	
9	\$ 23.7900		9	\$ 25.4600	
10	\$ 25.9300	9.00%	10	\$ 27.7500	9.00%
11	\$ 25.9300		11	\$ 27.7500	
12	\$ 25.9300		12	\$ 27.7500	
13	\$ 25.9300		13	\$ 27.7500	
14	\$ 25.9300		14	\$ 27.7500	
15	\$ 28.2600	9.00%	15	\$ 30.2500	9.00%
16	\$ 28.2600		16	\$ 30.2500	
17	\$ 28.2600		17	\$ 30.2500	
18	\$ 28.2600		18	\$ 30.2500	
19	\$ 28.2600		19	\$ 30.2500	
20	\$ 29.6700	5.00%	20	\$ 31.7600	5.00%
21	\$ 29.6700		21	\$ 31.7600	