

**AGREEMENT BETWEEN
THE COUNTY OF MISSOULA**

and

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

Juvenile Detention Unit

JULY 1, 2023

To

JUNE 30, 2025

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PREAMBLE

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

ARTICLE 1 PURPOSE

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

ARTICLE 2 RECOGNITION

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

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

ARTICLE 3 UNION SECURITY AND DUES COLLECTION

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

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

SECTION 3: The UNION shall represent all employees, in the exclusive bargaining unit, fairly and equally in accordance with 39-31-205, MCA.

SECTION 4: The UNION agrees to indemnify and hold harmless the County of Missoula against any and all claims, suits, or judgments brought or issued against the County as a result of its good faith efforts to comply with the dues collection provisions of the Article.

SECTION 5: 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. 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: The UNION shall provide the EMPLOYER with a list of names of the bargaining unit representatives and the local business representative immediately after their selection and the EMPLOYER shall be notified of any changes of said representatives within seven (7) calendar days after such change.

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

SECTION 3: Designated representatives of the ASSOCIATION shall be granted reasonable time off during scheduled working hours without loss of pay to investigate and process grievances and to engage in other work-related discussions with the EMPLOYER, provided that the employee has permission from his/her supervisor. Permission may be withheld by the supervisor because of operational requirements. Time spent by designated representatives of the ASSOCIATION providing representation to Employees at meetings with the EMPLOYER and no more than two hours preparing for each such meeting shall be considered time worked.

SECTION 4: The UNION shall be provided two bulletin boards 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 5: Upon written request from the Union, the Employer shall provide a list of active employees covered by this agreement and their addresses.

ARTICLE 5 MANAGEMENT RIGHTS

Except as otherwise expressly and specifically limited by the terms of this AGREEMENT, the EMPLOYER retains, whether exercised or not, all the lawful, customary, and usual rights, powers, decision making prerogatives, responsibility, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the EMPLOYER or any part of the EMPLOYER.

Such rights include but are not limited to the rights established pursuant to Section 39-31-303, MCA, as follows:

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

1. Direct employees;
2. Hire, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and non-productive;
4. Maintain the efficiency of government operations;
5. Determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. Establish the methods and processes by which work is performed.

ARTICLE 6 NON-DISCRIMINATION

The EMPLOYER and the UNION agree that neither shall discriminate against any employee based upon their membership status in the union.

ARTICLE 7 NO STRIKE / NO LOCKOUT

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

ARTICLE 8 DISCIPLINE & DISCHARGE

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

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

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

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

SECTION 5: Upon written request by an affected employee, a written warning letter shall be removed from the employee's personnel file eighteen (18) months from issuance unless:

- A. The document may be used to support subsequent disciplinary action arising from more recent employee actions or behaviors; or
- B. The document is relevant to a pending legal or quasi-judicial proceeding.

Written requests for the removal of such a document must be submitted to the Director of Human Resources. Removed documents will be retained in permanent records outside of the employee's file as such records should be available, in accordance with Montana law, when requested through litigation or public records requests. Documents removed from the employee's file and retained outside of the employee's file, shall not be used in employment related decisions.

ARTICLE 9 HOURS OF WORK

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

SECTION 2: A full-time employee shall work a work schedule consisting of 80 hours per two-week pay period on the basis of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift. The Employer with the consent of the Union may enact an alternate work schedule consisting of either four (4) ten (10) hour shifts for a forty (40) hour work week or a five (5) eight (8) hour shifts for a forty (40) hour work week. The Employer may, in its discretion and with the consent of the UNION, enact, either permanently or for a limited duration, alternative work schedules. The normal work week shall be defined as Sunday through Saturday. Those employees having Sunday and Saturday as days off shall be considered to have two (2) consecutive days off in that seven-day period.

SECTION 3: Detention Officers working a twelve-hour shift shall generally have their hours of work as 06:30 to 18:30 and 18:30 to 06:30.

SECTION 4: Employees shall be paid at a rate of one and one-half times their base hourly rate for all hours in excess of eighty (80) hours in a 14-day work period. Vacation leave, sick leave, personal leave, use of compensatory time, and holiday leave (either use of accrued holiday leave or 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 Center Captain, or a person designated by the Captain, to work hours in excess of their regularly scheduled shift. Once an employee receives such prior approval, the EMPLOYER may not unilaterally adjust the employee's regularly scheduled shift to avoid the payment of overtime under this Section. Failure to request such prior approval shall be cause for disciplinary action.

Overtime requests will be granted based on unit policies on gender. If additional staffing is needed on a shift, the Employer shall offer the additional hours in the following order:

1. To Juvenile Detention Officers for whom the hours would not constitute overtime.
2. To Juvenile Detention Officers for whom the hours would constitute overtime.
3. To any Detention Officer qualified to perform the duties.
4. To the Juvenile Detention Assistant Commander, or other Administrative officer.

In all cases of overtime, entire coverage of a shift shall trump partial coverage of a shift. Once overtime has been offered and accepted according to the provisions of this article, employees within this bargaining unit may not “bump” another employee outside of the bargaining unit from the accepted overtime if the overtime will occur within the next seven (7) days.

SECTION 5: Employees covered by this AGREEMENT shall, at the employee’s option and in lieu of 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 80 hours in a 14-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 4 of this Article.

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

SECTION 7: Officers will be compensated for attending training assigned by the employer. Compensation will include travel time to and from training as required under the Fair Labor Standards Act.

1. **Local training-** Officers scheduled for training during their normal workday will report to work until it is time to depart for or attend training. Officers are expected to return to work once training ends to complete required hours for the workday. Officers attending training on their day off will be compensated from the start of training until the end of training, excluding lunch breaks.
2. **Out-of-Area Training-** An officer attending training on a regularly scheduled workday will be credited with the total number of hours of their regularly scheduled shift. If training time, including travel, exceeds the hours of their regularly scheduled shift, Officers may request either overtime or compensatory time. An Officer attending training on a regularly scheduled day off, will receive compensation for actual hours spent in training, including travel time.
3. **Nightshift Allowances-** Officers assigned to training during their normal work week can adjust their schedule with supervisor approval without using personal leave to accommodate for the hardship this presents. Officers may leave the prior shift at

midnight for training that begins any time before Noon the next day. They will be credited for the normal hours they would have worked.

4. Training either local or out-of-area Officers shall consult with the training lieutenant prior to the training to discuss appropriate work adjustments and schedule issues in advance.

SECTION 8: Time off shall be granted to any full-time, non-probationary employee to attend job-related, professional courses, or POST-accredited courses, or courses at a public post-secondary education institution for up to nine (9) quarters or six (6) semesters of credit hours per fiscal year. This time off must be pre-approved by the Sheriff or their designee and the Human Resources Director. The HR Director reserves the right to limit the number of enrollees which may be allowed during any fiscal year.

5. Upon receiving evidence of satisfactory completion of courses previously approved, Employer shall reimburse the employee for the cost of books, registration fees, and tuition up to a maximum of \$600.00 per fiscal year.

ARTICLE 10 JOB DESCRIPTIONS

It shall be the responsibility of the MISSOULA COUNTY Department of Human Resources to prepare job descriptions that describe the duties assigned to bargaining unit positions and establish the minimum qualifications for those positions. A copy of the current job description shall be forwarded to the UNION within five (5) working days after either the UNION requests a copy, or any change is made in a job description.

ARTICLE 11 APPOINTMENTS

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

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

ARTICLE 12 PROBATION PERIOD

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

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

ARTICLE 13 PERFORMANCE EVALUATION

SECTION 1: Performance evaluation reports shall be done on probationary employees by the end of six (6) months and by the end of the probationary period.

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 communications may include written feedback and documentation, both positive and negative, when deemed necessary to support issues discussed.

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

ARTICLE 14 HOLIDAYS

SECTION 1: 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 set forth in 1-1-216 M.C.A. 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. Paid leave shall be considered excused absences.

SECTION 4: Employees shall receive payment for all hours worked on a holiday in accordance with Section 6 of this Article and Article 9 of this AGREEMENT. Employees who work on a holiday, or whose regular day off falls on a holiday shall also be eligible at their option to either:

1. 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
2. Receive holiday pay, equal to the number of hours they are regularly scheduled to work at their regular hourly rate, which shall be pro-rated for regular part time employees.

SECTION 5: Accrual of holiday leave is limited to a maximum of one hundred and 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.

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

SECTION 6: Employees covered by this agreement who are assigned or required to work on the Independence Day (July 4), Thanksgiving, Christmas (December 25), New Year's (January 1) or Memorial Day holidays will be compensated with premium pay at time and a half the employee's regular rate of pay for all hours worked on that holiday starting at 0000 hours until 2359 on that date.

ARTICLE 15 VACATION

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

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

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

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

employment with the EMPLOYER, any employee who has worked a minimum of six (6) months with the EMPLOYER will be paid for any unused vacation leave credits at the rate of pay in effect at the time of termination.

SECTION 5: SCHEDULING VACATION

PART A. Each calendar year, beginning on November 15th and concluding on November 25th round one will begin and teams by rank and seniority will complete one NOTICE OF ABSENCE for up to 80 hours on consecutive dates verified by the Juvenile Detention Corporal or Sergeant and presented to the Juvenile Detention Assistant Commander for validation and posting. When round one is completed two more rounds will be completed in the same manner with round two beginning on November 26th and concluding December 5th and round three beginning on December 6th and concluding on December 15th. Requests under this section will be for the period starting the third full week of January following bidding and including the first two weeks of January in the subsequent calendar year. Officers on a team may submit up to three (3) vacation time off slips that may not be denied except due to competition from more senior officers on the same time for the same time, under this section.

When all three rounds of bidding have been completed each team member may by rank and seniority then submit 2 more NOTICE OF ABSENCE requests IN each month of the upcoming year for any other time in the year, each being no more than 80 hours and for consecutive dates. Requests for more than 80 hours must be agreed upon in writing by the shift supervisor and the Assistant Commander – Juvenile Detention. Should a conflict arise between requests approved during a bid period and requests approved pursuant to procedures in this paragraph, the request approved on the earliest date will prevail unless mutual agreement is reached between the parties making the requests.

PART B. Any NOTICE OF ABSENCE submitted during the rest of the current calendar year must be presented to the Shift Supervisor a minimum of fourteen calendar days (14) prior to the requested date. When verified it will be presented to the Sheriff's designee for validation and posting. Any NOTICE OF ABSENCE submitted within the 14-day period will be considered short notice and must be approved by the Shift Supervisor and the Sheriff's designee. If the request is denied the employee may seek the option for a shift trade with another employee. It is the employee's responsibility to make all arrangements for the shift trade and get approval of both supervisors and the Assistant Juvenile Commander.

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: Vacations shall be considered to have begun after completion of the last regularly scheduled shift and do not end until the start of the next regularly scheduled shift.

ARTICLE 16 SICK LEAVE

SECTION 1: Sick leave shall be earned and accumulated as provided by State statutes. Each employee shall earn sick leave credits from the first full pay period of employment at the rate of one (1) working day per month without restriction as to the number of working days which may be accumulated.

For calculating sick leave credits, two thousand eighty (2,080) hours shall equal one (1) year. Proportionate sick leave credits shall be earned at the end of each pay period.

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

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

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

1. Personal illness when such illness makes it unreasonable for the employee to report for work and perform the normally assigned duties.
2. Injuries suffered by the employee which make it impossible for such employee to report for work and perform the normally assigned duties.
3. An employee's or employee's immediate family member who requires the employee's presence at a doctor, dental or other medical appointment for the treatment of illness, injury, or preventative care. When possible, the employee will attempt to schedule these appointments on a normally occurring day off.
4. Serious illness or death in the immediate family of the employee requiring the attendance of the employee.
5. To attend or make arrangements for a funeral of a member of the employee's immediate family or, at the department head's discretion, another closely related individual, for a period of time not to exceed ten (10) consecutive working days. In order to be eligible for funeral leave, the employee must attend the funeral.
6. For the birth of child and to care for the newborn child, or for the placement of a child with the employee for adoption or foster care.

SECTION 5: Immediate family shall mean spouse, partner, children, mother, father, sisters, brothers, grandparent, grandchildren, foster parent, aunt, uncle or immediate family member of a spouse or partner, or other relative at the discretion of the Sheriff or designee.

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

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

misrepresents the actual reason for charging an absence to sick leave, or when an employee uses sick leave for unauthorized purposes.

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

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

SECTION 10: Leave taken on a legal holiday on which the employee was regularly scheduled to work, due to reasons covered in Section 4 of this article, shall be reported as sick leave and not as holiday 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

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.

ARTICLE 20 JURY DUTY / SERVE AS A WITNESS

SECTION 1: Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the Missoula County Accounting Office. Juror fees shall be applied against the amount due the employee from the EMPLOYER. However, if an employee elects to charge the juror time off against accrued vacation leave, the employee shall not be required to remit the juror fees to the EMPLOYER. In no instance is an employee required to remit any expense or mileage allowances paid by the court.

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

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

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

SECTION 5: An employee required to attend court as a witness on off duty time will be paid a minimum of 3 hours at 1½ times the base hourly salary, provided the call-out is for two hours or less. If the call-out is for more than two hours, the employee shall receive 1½ times the employee's regular rate for the first two hours, and shall receive the employee's regular rate of pay for the remaining hours, unless the overtime provisions of this AGREEMENT apply. It shall be the responsibility of the employee to check with the Court in which the employee is to serve as a witness within the hour preceding the scheduled appearance time to assure no changes in scheduling have occurred. Failure of the employee to

make such a check shall result in denial of any payments as set forth in this Article in the event the employee does not serve as a witness because of court scheduling changes.

SECTION 6: Employees who are scheduled to work night shift either the night before or the night of their required appearance in Court as a witness or juror may have their schedule adjusted to allow the employee adequate rest prior to either appearing as a witness or returning to work. The Employee shall notify the Detention Center Administrator or their Designee, immediately after the employee has been notified of their need to appear, who will make the adjustment to the employees schedule, notification to the Detention Center Administrator or designee shall be considered the employees consent to the schedule change

ARTICLE 21 COMPENSATION

SECTION 1: The compensation schedule for the classifications in the bargaining unit is attached to this AGREEMENT as Addendum B. The compensation schedule attached to this agreement shall be adjusted whenever the compensation board adjusts the Sheriff's base rate of pay that is used to determine the Missoula Deputy Sheriff compensation (in accordance with MCA 7-4-2503).

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

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

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

In accordance with this Article and Section, the MCDF Commander, or their designee, shall approve an acting supervisor designee list for each team.

In the case of an unplanned absence of a supervisor, the list will determine who will act as the juvenile shift supervisor beginning with the highest ranked individual.

In the case of planned absences, the juvenile shift supervisor shall work with the MCDF Commander, or their designee, to assign a member of the team to serve as the acting shift supervisor for the duration of the planned absence.

Attempts shall be made to provide staff with opportunities to serve in the acting shift supervisor capacity.

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

SECTION 6: A Juvenile Detention Officer who receives additional certification from POST, i.e., Instructor (1st certification only), Intermediate, Advanced, Supervisory, Administrator, or other certificate issued or recognized by POST specific to the field of Juvenile Detention, shall be compensated at a rate of \$1.00 per hour in addition to their regular pay. Certification must be maintained in at least one instructor area to be eligible for instructor certification pay. An employee achieving the rank of Corporal or Juvenile Detention Shift Sergeant, should that rank be offered, shall receive \$1.25 per hour for holding a supervisory certificate while working in that rank. An employee achieving the rank of Juvenile Detention Shift Sergeant, should that rank be offered, or Unit Manager shall receive \$1.00 per hour for holding a command certificate while working in that rank.

1. An employee shall receive \$.25 certification pay for associates degree and \$.50 certification pay for a bachelor's or higher degree in a related field as determined by Missoula County HR, up to a maximum of two (2) degrees may be awarded.

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

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

It shall be the responsibility of the EMPLOYER to notify the Employee if scheduling changes occur within the hour preceding the call-in start time, to make sure that no scheduling changes have occurred that would eliminate the need for the call in.

SECTION 8: All employees working between the hours of 1830-0700 shall be paid an extra \$.75 per hour, provided the employee works a minimum of four (4) continuous hours during this time frame.

SECTION 9: Bilingual Pay: If an employee passes a verbal/written fluency test approved and provided by the Administration in a foreign language, the employee will receive a \$0.50 per hour increase in the employee's hourly wage. The Employer shall develop a list of approved languages that shall qualify for bilingual pay.

SECTION 10: Wellness Program: Employees shall have the option to run the Montana Physical Abilities Test (MPAT) twice a year.

- a. If an employee passes the MPAT at 6 minutes and 30 seconds, they shall receive 8 hours of compensatory time.
- b. If an employee passes the MPAT at 5 minutes and 30 seconds, they shall receive 12 hours of compensatory time.
- c. If an employee passes the MPAT at 4 minutes and 30 seconds, they shall receive 20 hours of compensatory time.
- d. If an employee passes the MPAT in over 6 minutes and 30 seconds, they shall receive 4 hours of compensatory time.

The employer will allow employees to run the MPAT at times designated by the Employer when the equipment/course is set up. Time accrued under this benefit will be added to a separate leave bank which is capped at 40 hours. Hours earned under this section do not carry monetary value for the purpose of cashing out upon ending employment with Missoula County or moving to another department within the County.

SECTION 11: Any Juvenile Detention Officer who is actively serving in the armed services or has been honorably discharged and provides the EMPLOYER a military DD214 form other applicable form of documentation associated with a specific arm of the military shall be paid certification pay of \$1.00 per hour beginning at the end of their probationary period.

ARTICLE 22 MEDICAL / LIFE INSURANCE

SECTION 1: The EMPLOYER agrees to make the benefits of the County's Medical and Life insurance program available under the same terms and conditions as are applicable to the majority of other County employees.

SECTION 2: Retired employees shall be eligible to participate in the Missoula County Employee Benefits Program to the extent permitted as provided in the Missoula County Employee Benefits Plan Description.

ARTICLE 23 FLEXIBLE BENEFITS

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

ARTICLE 24 WORKERS' COMPENSATION

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

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

ARTICLE 25 BREAKS

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

Employees taking a paid lunch break must remain on the detention facilities premises. The hours of their regularly scheduled shift will not be impacted.

At the discretion of the on-shift supervisor, they may approve a request from an employee to take an unpaid lunch break. An employee taking an unpaid lunch break is permitted to leave the detention facility premises. The employee will be required to add 30 minutes of work time to the end of their shift.

If an employee has requested to take an unpaid lunch break and is unable to leave the facility, the break time shall be considered a paid lunch break.

SECTION 2: Detention Officers shall be allowed one (1) 15-minute break for every each four (4) hours worked, of scheduled to work for example an employee scheduled to work 8 hours would be entitled to two (2) 15-minute breaks and a detention officer scheduled to work 12 hours would be entitled to three (3) 15-minute breaks.

ARTICLE 26 UNIFORM ALLOWANCE

SECTION 1: Unless the EMPLOYER purchases required uniforms for Detention Officers, all newly hired juvenile detention officers shall receive an advance to purchase required uniform items. Required uniform items shall be determined by the Sheriff. The EMPLOYER shall provide to the employee a cash advance for the required items. The employee shall be responsible for obtaining the items and providing the EMPLOYER with receipts for the purchase of these items within ninety days and settling the advance. Upon completion of the new employee's probationary period the employee shall receive the annual clothing allowance as described in Section 2 of this Article, except that employees completing probation after the 1st of January of any year shall receive the clothing allowance for that fiscal year prorated according to the following schedule:

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

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

SECTION 2: All other juvenile detention officers covered by this AGREEMENT shall receive a clothing allowance of \$775.00. Such allowance may be utilized for the purchase of required uniform components defined in the Juvenile Detention Officer Uniform Regulations Policy. Items not defined in the above regulations shall require pre-approval by the Sheriff or designee.

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

SECTION 4: The maximum annual uniform allowance for full-time bargaining unit employees shall be \$775.00 per year and provide payment as a separate check or separate direct deposit. Part time juvenile detention officers will be provided the annual uniform allowance on a pro-rated basis. This will be paid on one of the pay dates in July of each year.

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

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

SECTION 7: The EMPLOYER shall reimburse the employee for reasonable costs for replacement or repair of eyeglasses or contact lenses, damaged or destroyed in the line of duty. The EMPLOYER shall reimburse the employee for reasonable costs, not to exceed thirty dollars (\$30.00), for replacement or repair of a wristwatch damaged or destroyed in the line of duty. Reimbursement under this section shall be allowed if it is determined through investigation by the Sheriff or his designee that such loss was incurred in the employee's line of duty. This Section shall not apply if restitution is granted to the employee by the courts.

ARTICLE 27 DETENTION FACILITY SAFETY

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

SECTION 2: The ASSOCIATION will be afforded the opportunity to provide input on proposals for new or revised written Detention Center policies and procedures, outside those required by law. Proposals for new or revised policies and procedures will be sent to the ASSOCIATION President, who

will be given seven (7) working days (except in emergent circumstances.) Upon adoption, new or revised written policies and procedures will be provided to the ASSOCIATION. Nothing in this section shall be interpreted as preventing the EMPLOYER from complying with issued federal, state or local regulations.

SECTION 3: The ASSOCIATION and EMPLOYER agree that the safety of officers working in the detention center is a shared concern. In order to address concerns around safety equipment needs, the Employer and Association agree to meet at least once per year, or at the request of either the EMPLOYER or ASSOCIATION to discuss safety needs. The purpose of these meetings is to create recommendations which will be used by the EMPLOYER and ASSOCIATION to address safety needs and provide recommendations to the SHERIFF.

The EMPLOYER agrees to work with the ASSOCIATION to develop a policy for the limited circumstances when an officer in training could be counted towards coverage.

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. Use of such leave shall be in increments of no less than one (1) hour.
- C. At the beginning of each fiscal year, Missoula County will credit eligible full-time employees so that their total personal leave balance equals 24 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 24.

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 twenty hours of personal leave at the beginning of the next fiscal year, so that the total personal leave balance equals 24 hours.

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

ARTICLE 29 GRIEVANCE PROCEDURE

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

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

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

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

LEVEL II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Sheriff, provided such appeal is made in writing within ten (10) 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 receipt of the decision in Level II, who shall within ten (10) working days hear the grievance and shall have a maximum of fifteen (15) days in which to respond to the grievance in writing.

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

COMPUTATION OF TIME: In computing any period of time prescribed or allowed by procedure herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday. Time limits as designated in this Article may be extended by mutual agreement between the parties involved in the grievance. Use of email for written responses is acceptable in meeting deadlines provided that an email must be marked as sent no later than 5:00 PM on the last day allowed by a designated time period.

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

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

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

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

ARTICLE 30 EMPLOYEE / UNION BUSINESS

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

- 1. All such business shall be conducted on the member's own time.
- 2. All material to be posted on the property of the EMPLOYER shall be reviewed by the Sheriff or his/her designee prior to posting. Such posting shall not contain political or libelous statements, materials, or anything reflecting discredit upon the County or any of its officials, or employees.
- 3. The EMPLOYER shall receive prior notice of any such meeting on the employer's property.
- 4. The EMPLOYER reserves the right to restrict such meetings to those areas designated public areas, and to maintain secured areas as secured.

ARTICLE 31 SENIORITY

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

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

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

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

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

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

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

ARTICLE 32 SHIFT BIDDING

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

SECTION 2: All non-probationary detention officers will submit their first, second and third choices of shift assignments for the subsequent bidding period based on the following schedule.

1. Juvenile Detention Corporals will bid from September 1 through September 10 each year. These bids will be finalized by September 14 each year.
2. Juvenile Detention Officer I's, Training Officers, and Recreation Officers will bid from September 15 through September 25 each year. These bids will be finalized by September 30 each year.

Shift assignments shall be based on seniority date as follows: the most senior employee in each classification shall receive their first choice and the next senior employee shall receive their choice as

seniority and openings on the shifts permit and so on until all employees have been placed on a shift. For the purpose of this Article, “classifications” shall be defined as:

1. Juvenile Detention Sergeant or Unit Manager.
2. Juvenile Detention Corporal – Four (4) positions, one (1) per each 12-hour shift.
3. Juvenile Detention Officer I.
4. Rec Officer (1) position.
5. Juvenile Detention Training Officers – Shall bid shifts under this article according to their classification as Juvenile Detention Officer I.

If there is an opening on a team due to loss of a staff member between September 30 and January 1 of the following year, there will be no power bid. The shift bids that were previously submitted will be re-evaluated and teams will be filled based off those bids. This may only happen once after the initial posting on September 30. If this happens and another opening becomes available before the first of the year, then a power bid will be allowed.

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

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

SECTION 5: The shift bidding provisions of this Article do not apply to filling vacant juvenile detention training officer, Detention Response Team or Background Investigator appointments, which are covered under Article 11, “Appointments” and are eligible for additional compensation under Article 21, Section 5.

Part A: Deviations made due to staffing issues the following shall apply:

1. If the vacancy to be filled is for a period of time of less than two weeks the employer shall first post overtime to cover the vacant shifts, if the overtime is not voluntarily taken it may be assigned based on reverse seniority order keeping in mind staffing needs, prior vacation approvals and ratios.
2. If the vacancy to be filled is for a period of time of more than two weeks the employer may place the least senior qualified bargaining unit member in the shift or continue to post overtime. When an employee is placed by the Employer in a shift, the employer shall honor prior time off approvals.

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

ARTICLE 33 EXTRADITION/TRAVEL

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

1. Allowable expenses for extraditions that are reimbursable by the State of Montana.
2. Allowable expenses incurred in agreement on detainer cases that are County-financed.
3. Allowable expenses incurred for emergency travel where necessary as determined by the Sheriff or his designee.

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

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

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

ARTICLE 34 BOARD OF REVIEW

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

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

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

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

ARTICLE 35 SEVERABILITY

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

ARTICLE 36 TERM OF THE CONTRACT

This AGREEMENT shall become effective and be in force from July 1, 2023, and shall remain in full force and effect to and including June 30, 2025, except that wages only shall be subject to negotiation, effective July 1, 2024 if either party to this AGREEMENT serves written notice of proposed changes upon the other party on or before April 30, 2024. This AGREEMENT shall remain in effect from year to year thereafter, unless one of the parties serves a written notice of termination or proposed change upon the other party on or before March 31, 2023 or March 31 of any subsequent year.

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.

ADDENDUM A – PAY PERIOD/PAY DATE AGREEMENT

For the period of this AGREEMENT, the EMPLOYER will have the right to move from bi-weekly to semi-monthly pay periods without the need for additional bargaining. If the EMPLOYER elects this change, the pay dates shall be the 5th and 20th of each month. The EMPLOYER will provide six (6) weeks' notice before implementation of this change.

SIGNATURE PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS
24th DAY OF OCTOBER, 2023.

FOR THE EMPLOYER:


132051ED69FA2244FFA409545EBDD56E readysign
Josh Slotnick, Chair
Board of County Commissioners

David Strohmaier, Commissioner


6F45D36DDC41E9C2B2D512DC93A576B2 readysign
Juanita Vero, Commissioner

FOR THE UNION:

John Wiser
AFSCME Council No. 9

Willie Simmons, President
AFSCME – Juvenile Detention Unit

Robert Jeffreys, Negotiating Team
AFSCME – Juvenile Detention Unit

ADDENDUM B

FY24	AFSCME JUVENILE DETENTION FY 2024 MATRIX eff 06/25/2023																
	PROBATIONARY Juvenile Detention Officer I						Juvenile Detention Officer I						Juvenile Detention Officer I with 3 years service				
	59% of Sheriff's Base						62% of Sheriff's Base						67% of Sheriff's Base				
	\$59,973.26						\$63,022.75						\$68,105.23				
	Hourly Base		Hourly Longevity	Total Hourly	5%		Hourly Base		Hourly Longevity	Total Hourly	5%		Hourly Base		Hourly Longevity	Total Hourly	5%
	Rate	Years**	Rate	Rate	Add on		Rate	Years**	Rate	Rate	Add on		Rate	Years	Rate	Rate	Add on
\$101,649.60	\$28.83	0	\$0.00	\$28.83	1.44		\$30.30	0	\$0.00	\$30.30	1.51		\$32.74	0	\$0.00	\$32.74	1.64
\$48.87	\$28.83	1	\$0.29	\$29.12	1.46		\$30.30	1	\$0.30	\$30.60	1.53		\$32.74	1	\$0.33	\$33.07	1.65
	\$28.83	2	\$0.58	\$29.41	1.47		\$30.30	2	\$0.61	\$30.91	1.55		\$32.74	2	\$0.65	\$33.40	1.67
Probationary DOI	\$28.83	3	\$0.86	\$29.70	1.48		\$30.30	3	\$0.91	\$31.21	1.56		\$32.74	3	\$0.98	\$33.73	1.69
\$28.83	\$28.83	4	\$1.15	\$29.99	1.50		\$30.30	4	\$1.21	\$31.51	1.58		\$32.74	4	\$1.31	\$34.05	1.70
	\$28.83	5	\$1.44	\$30.27	1.51		\$30.30	5	\$1.51	\$31.81	1.59		\$32.74	5	\$1.64	\$34.38	1.72
DOI (hourly)	\$28.83	6	\$1.73	\$30.56	1.53		\$30.30	6	\$1.82	\$32.12	1.61		\$32.74	6	\$1.96	\$34.71	1.74
\$30.30	\$28.83	7	\$2.02	\$30.85	1.54		\$30.30	7	\$2.12	\$32.42	1.62		\$32.74	7	\$2.29	\$35.03	1.75
	\$28.83	8	\$2.31	\$31.14	1.56		\$30.30	8	\$2.42	\$32.72	1.64		\$32.74	8	\$2.62	\$35.36	1.77
DOI - 3 yrs (hourly)	\$28.83	9	\$2.59	\$31.43	1.57		\$30.30	9	\$2.73	\$33.03	1.65		\$32.74	9	\$2.95	\$35.69	1.78
\$32.74	\$28.83	10	\$2.88	\$31.72	1.59		\$30.30	10	\$3.03	\$33.33	1.67		\$32.74	10	\$3.27	\$36.02	1.80
	\$28.83	11	\$3.17	\$32.00	1.60		\$30.30	11	\$3.33	\$33.63	1.68		\$32.74	11	\$3.60	\$36.34	1.82
DOI - 5 yrs (hourly)	\$28.83	12	\$3.46	\$32.29	1.61		\$30.30	12	\$3.64	\$33.94	1.70		\$32.74	12	\$3.93	\$36.67	1.83
\$33.72	\$28.83	13	\$3.75	\$32.58	1.63		\$30.30	13	\$3.94	\$34.24	1.71		\$32.74	13	\$4.26	\$37.00	1.85
	\$28.83	14	\$4.04	\$32.87	1.64		\$30.30	14	\$4.24	\$34.54	1.73		\$32.74	14	\$4.58	\$37.33	1.87
CORPORAL (hourly)	\$28.83	15	\$4.32	\$33.16	1.66		\$30.30	15	\$4.54	\$34.84	1.74		\$32.74	15	\$4.91	\$37.65	1.88
\$35.68	\$28.83	16	\$4.61	\$33.45	1.67		\$30.30	16	\$4.85	\$35.15	1.76		\$32.74	16	\$5.24	\$37.98	1.90
	\$28.83	17	\$4.90	\$33.73	1.69		\$30.30	17	\$5.15	\$35.45	1.77		\$32.74	17	\$5.57	\$38.31	1.92
SERGEANT. (hourly)	\$28.83	18	\$5.19	\$34.02	1.70		\$30.30	18	\$5.45	\$35.75	1.79		\$32.74	18	\$5.89	\$38.64	1.93
\$37.63	\$28.83	19	\$5.48	\$34.31	1.72		\$30.30	19	\$5.76	\$36.06	1.80		\$32.74	19	\$6.22	\$38.96	1.95
	\$28.83	20	\$5.77	\$34.60	1.73		\$30.30	20	\$6.06	\$36.36	1.82		\$32.74	20	\$6.55	\$39.29	1.96
	\$28.83	21	\$6.05	\$34.89	1.74		\$30.30	21	\$6.36	\$36.66	1.83		\$32.74	21	\$6.88	\$39.62	1.98
	\$28.83	22	\$6.34	\$35.18	1.76		\$30.30	22	\$6.67	\$36.97	1.85		\$32.74	22	\$7.20	\$39.95	2.00
	\$28.83	23	\$6.63	\$35.46	1.77		\$30.30	23	\$6.97	\$37.27	1.86		\$32.74	23	\$7.53	\$40.27	2.01
	\$28.83	24	\$6.92	\$35.75	1.79		\$30.30	24	\$7.27	\$37.57	1.88		\$32.74	24	\$7.86	\$40.60	2.03
	\$28.83	25	\$7.21	\$36.04	1.80		\$30.30	25	\$7.57	\$37.87	1.89		\$32.74	25	\$8.19	\$40.93	2.05
	\$28.83	26	\$7.50	\$36.33	1.82		\$30.30	26	\$7.88	\$38.18	1.91		\$32.74	26	\$8.51	\$41.26	2.06
	\$28.83	27	\$7.78	\$36.62	1.83		\$30.30	27	\$8.18	\$38.48	1.92		\$32.74	27	\$8.84	\$41.58	2.08
	\$28.83	28	\$8.07	\$36.91	1.85		\$30.30	28	\$8.48	\$38.78	1.94		\$32.74	28	\$9.17	\$41.91	2.10
	\$28.83	29	\$8.36	\$37.19	1.86		\$30.30	29	\$8.79	\$39.09	1.95		\$32.74	29	\$9.50	\$42.24	2.11
	\$28.83	30	\$8.65	\$37.48	1.87		\$30.30	30	\$9.09	\$39.39	1.97		\$32.74	30	\$9.82	\$42.57	2.13

AFSCME - JUV DETENTION

Juvenile Detention Officer I with 5 years service					JDO II Detention Corporal					Unit Manager Detention Sergeant				
69% of Sheriff's Base \$70,138.22					73% of Sheriff's Base \$74,204.21					77% of Sheriff's Base \$78,270.19				
Hourly Base		Hourly Longevity	Total Hourly	5%	Hourly Base		Hourly Longevity	Total Hourly	5%	Hourly Base		Hourly Longevity	Total Hourly	5%
Rate	Years	Rate	Rate	Add on	Rate	Years	Rate	Rate	Add on	Rate	Years	Rate	Rate	Add on
\$33.72	0	\$0.00	\$33.72	1.69	\$35.68	0	\$0.00	\$35.68	1.78	\$37.63	0	\$0.00	\$37.63	1.88
\$33.72	1	\$0.34	\$34.06	1.70	\$35.68	1	\$0.36	\$36.03	1.80	\$37.63	1	\$0.38	\$38.01	1.90
\$33.72	2	\$0.67	\$34.39	1.72	\$35.68	2	\$0.71	\$36.39	1.82	\$37.63	2	\$0.75	\$38.38	1.92
\$33.72	3	\$1.01	\$34.73	1.74	\$35.68	3	\$1.07	\$36.75	1.84	\$37.63	3	\$1.13	\$38.76	1.94
\$33.72	4	\$1.35	\$35.07	1.75	\$35.68	4	\$1.43	\$37.10	1.86	\$37.63	4	\$1.51	\$39.14	1.96
\$33.72	5	\$1.69	\$35.41	1.77	\$35.68	5	\$1.78	\$37.46	1.87	\$37.63	5	\$1.88	\$39.51	1.98
\$33.72	6	\$2.02	\$35.74	1.79	\$35.68	6	\$2.14	\$37.82	1.89	\$37.63	6	\$2.26	\$39.89	1.99
\$33.72	7	\$2.36	\$36.08	1.80	\$35.68	7	\$2.50	\$38.17	1.91	\$37.63	7	\$2.63	\$40.26	2.01
\$33.72	8	\$2.70	\$36.42	1.82	\$35.68	8	\$2.85	\$38.53	1.93	\$37.63	8	\$3.01	\$40.64	2.03
\$33.72	9	\$3.03	\$36.76	1.84	\$35.68	9	\$3.21	\$38.89	1.94	\$37.63	9	\$3.39	\$41.02	2.05
\$33.72	10	\$3.37	\$37.09	1.85	\$35.68	10	\$3.57	\$39.24	1.96	\$37.63	10	\$3.76	\$41.39	2.07
\$33.72	11	\$3.71	\$37.43	1.87	\$35.68	11	\$3.92	\$39.60	1.98	\$37.63	11	\$4.14	\$41.77	2.09
\$33.72	12	\$4.05	\$37.77	1.89	\$35.68	12	\$4.28	\$39.96	2.00	\$37.63	12	\$4.52	\$42.15	2.11
\$33.72	13	\$4.38	\$38.10	1.91	\$35.68	13	\$4.64	\$40.31	2.02	\$37.63	13	\$4.89	\$42.52	2.13
\$33.72	14	\$4.72	\$38.44	1.92	\$35.68	14	\$4.99	\$40.67	2.03	\$37.63	14	\$5.27	\$42.90	2.14
\$33.72	15	\$5.06	\$38.78	1.94	\$35.68	15	\$5.35	\$41.03	2.05	\$37.63	15	\$5.64	\$43.27	2.16
\$33.72	16	\$5.40	\$39.12	1.96	\$35.68	16	\$5.71	\$41.38	2.07	\$37.63	16	\$6.02	\$43.65	2.18
\$33.72	17	\$5.73	\$39.45	1.97	\$35.68	17	\$6.06	\$41.74	2.09	\$37.63	17	\$6.40	\$44.03	2.20
\$33.72	18	\$6.07	\$39.79	1.99	\$35.68	18	\$6.42	\$42.10	2.10	\$37.63	18	\$6.77	\$44.40	2.22
\$33.72	19	\$6.41	\$40.13	2.01	\$35.68	19	\$6.78	\$42.45	2.12	\$37.63	19	\$7.15	\$44.78	2.24
\$33.72	20	\$6.74	\$40.46	2.02	\$35.68	20	\$7.14	\$42.81	2.14	\$37.63	20	\$7.53	\$45.16	2.26
\$33.72	21	\$7.08	\$40.80	2.04	\$35.68	21	\$7.49	\$43.17	2.16	\$37.63	21	\$7.90	\$45.53	2.28
\$33.72	22	\$7.42	\$41.14	2.06	\$35.68	22	\$7.85	\$43.52	2.18	\$37.63	22	\$8.28	\$45.91	2.30
\$33.72	23	\$7.76	\$41.48	2.07	\$35.68	23	\$8.21	\$43.88	2.19	\$37.63	23	\$8.65	\$46.28	2.31
\$33.72	24	\$8.09	\$41.81	2.09	\$35.68	24	\$8.56	\$44.24	2.21	\$37.63	24	\$9.03	\$46.66	2.33
\$33.72	25	\$8.43	\$42.15	2.11	\$35.68	25	\$8.92	\$44.59	2.23	\$37.63	25	\$9.41	\$47.04	2.35
\$33.72	26	\$8.77	\$42.49	2.12	\$35.68	26	\$9.28	\$44.95	2.25	\$37.63	26	\$9.78	\$47.41	2.37
\$33.72	27	\$9.10	\$42.82	2.14	\$35.68	27	\$9.63	\$45.31	2.27	\$37.63	27	\$10.16	\$47.79	2.39
\$33.72	28	\$9.44	\$43.16	2.16	\$35.68	28	\$9.99	\$45.66	2.28	\$37.63	28	\$10.54	\$48.17	2.41
\$33.72	29	\$9.78	\$43.50	2.17	\$35.68	29	\$10.35	\$46.02	2.30	\$37.63	29	\$10.91	\$48.54	2.43
\$33.72	30	\$10.12	\$43.84	2.19	\$35.68	30	\$10.70	\$46.38	2.32	\$37.63	30	\$11.29	\$48.92	2.45