

Negotiated Agreement

by and between:

Lewis and Clark County

and

**Lewis and Clark County
Sheriff Employees' Association**

July 1, 2021 - June 30, 2023

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BETWEEN
LEWIS AND CLARK COUNTY, STATE OF MONTANA
and
LEWIS AND CLARK COUNTY SHERIFF EMPLOYEES' ASSOCIATION

This Agreement is made and entered into the _____ day of January, 2022, by and between the County of Lewis and Clark, Helena, Montana, for its Sheriff's Office hereinafter referred to herein as either **"COUNTY," "EMPLOYER," OR "SHERIFF'S OFFICE,"** and **LEWIS AND CLARK COUNTY SHERIFF EMPLOYEES' ASSOCIATION,** which is hereinafter referred to as the **"ASSOCIATION."**

The purpose of this Agreement is to promote and improve a means of amicable and equitable adjustment of any and all differences of grievances that may arise between the parties hereto described and which the parties believe will provide a more efficient and progressive public service.

In consideration of the mutual covenants herein set forth, the Employer and the Association agree and will be bound as follows.

ARTICLE I - RECOGNITION

Lewis and Clark County recognizes the Lewis and Clark County Sheriff Employees' Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment, fringe benefits, and other conditions of employment for all employees of the Sheriff's Office (hereinafter "Employees"), with the following exclusions: sheriff, undersheriff, sworn captains, detention center captains, detention center lieutenants, detention center nurse supervisors, physician assistants, sheriff's administrative assistant, senior finance coordinator, temporary status Employees who work less than a period of four months, and part-time Employees who work less than 1040 hours per year and are scheduled to work less than 20 hours per week. Temporary status Employees will be offered membership in the bargaining unit if hired for a period of more than four (4) consecutive months.

ARTICLE II - ASSOCIATION SECURITY

The Association will contact new hires regarding options for Association membership. The County agrees to deduct the dues from the paycheck of all Sheriff's Office Employees who have authorized payroll deduction.

ARTICLE III - NONDISCRIMINATION

The County will not discriminate against its Employees or applicants for employment and the Association will not discriminate against its members or those Employees paying an Association fee, on the basis of race, color, sex, religion, national origin, age, marital status, ancestry, receipt of public assistance, political beliefs, sexual orientation, physical or mental disabilities, or engage in any other discriminatory act in violation of any state or federal law. Differing treatment based upon a bona fide occupational requirement may be acceptable, as permitted by law.

For the purposes of this Agreement, the Association and the Employer agree to use the County's discrimination and sexual harassment claim procedure as the sole remedy for addressing formal complaints of unlawful workplace and employment discrimination.

ARTICLE IV - MANAGEMENT RIGHTS

The Association recognizes the prerogatives of the Sheriff's Office to operate and manage its affairs in certain areas, including but not limited to the following:

- 1) direct Employees;
- 2) hire, promote, transfer, assign, and retain Employees;
- 3) relieve Employees from duties because of the lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
- 4) maintain the efficiency of Sheriff's Office operations;
- 5) determine the methods, means, job classification, and personnel by which the Employer's operations are to be conducted;
- 6) take whatever actions may be necessary to carry out the missions of the Sheriff's Office in situations of emergency;
- 7) establish the methods and processes by which work is performed.

Notwithstanding the above, the County agrees to provide the Association with draft copies of new County personnel policies and procedures fourteen (14) calendar days prior to adoption.

ARTICLE V - ASSOCIATION PRIVILEGES

1. The Association may use the County's facilities for meetings when the meeting will not interfere with the business of the Employer.
2. Representatives of the Association may visit with an Employee during working hours at a location authorized and approved by the Sheriff's Office, if the visitation does not unduly disrupt the activities of the Sheriff's Office.
3. The Sheriff's Office will provide a bulletin board for use by the Association to communicate with its members. The Association will be responsible for the orderly care of the Association bulletin board.
4. The Employer will grant work releases for up to six (6) members of the Association's negotiating committee for the purpose of participating in collective bargaining negotiations, provided that the release does not result in critical staff shortages or incur overtime costs. If a negotiation team member is off duty at the time scheduled for negotiations, the committee member will be granted compensatory time on an hour-for-hour basis for time spent in negotiations.

ARTICLE VI - WORKING CONDITIONS

A. Work Day/Work Week/Shift Rotation:

1. A work week will begin Sunday at 12:00 a.m. and end Saturday at 11:59:59 p.m. In the event that the Sheriff's Office and the Association mutually agree to a work period schedule for patrol or detention personnel, the work period must comply with the Fair Labor Standards Act.
2. Regular status full time administrative staff and sworn deputies scheduled to the Civil Bureau and Criminal Investigation Bureau will be scheduled for 40 hours per work week.
3. Work schedules will be set by mutual agreement between the Sheriff and the affected groups of Employees (sworn, non-sworn, administrative) within the guidelines of the Fair Labor Standards Act.
4. The affected Employees must agree to any new schedule changes by a majority vote. Agreed-upon schedules may incorporate one, two, or three shifts, which will be designated in accordance with Article XVIII(G).

B. Changing Conditions:

The Sheriff may effect a change in an Employee's work schedule when confronted with circumstances beyond the Sheriff's control, a change in financial conditions, or emergency conditions.

C. Shift Rotation:

In determining assigned days off for the coming year, seniority will be followed when determining preferred days off. The Sheriff will have the ability to first assign set days off for supervisors to ensure proper supervision before the remaining days off are allowed to be determined. When an open shift becomes available, these shifts will be filled on a first come first served basis.

D. Shift Exchange:

1. Employees may exchange shifts either temporarily or permanently
 - a. when the exchange does not interfere with the best interests of the Sheriff's Office, and
 - b. when the exchange has been approved by the affected Employee's Captain or designee.
2. The Sheriff's Office assumes no obligation for overtime pay or wage claims as a result of a shift exchange.

E. Daylight Savings Time:

In the conversion to and from Daylight Saving Time, Employees will not be paid for the extra hour worked, nor will an Employee's pay be reduced for the hour not worked.

F. Field Officer Training Schedules:

For purposes of training, probationary deputies and detention officers, scheduling rules will be waived for probationary Employees in order to accommodate training activities.

G. Meals:

1. Deputies will receive one (1) forty-five (45) minute meal break subject to recall per scheduled shift.
2. Detention officers will receive one (1) paid forty-five (45) minute meal break per scheduled shift if the total shift is eight (8) hours or more. Detention Officers are subject to recall while on lunch break.
3. All other employees will receive one (1) unpaid sixty (60) minute meal break per scheduled shift.

H. Rest Breaks:

Employees will, in addition to the meal break, receive one (1) fifteen (15) minute break for each four (4) hours of their scheduled shift. Employees may not use the break to extend the lunch period or shorten the workday. Rest Breaks will not accrue from one break to another or from one shift to another. Employees are subject to recall during Rest Breaks.

I. Uniforms:

1. The Sheriff's Office will provide required uniforms for Employees.
2. The Sheriff's Office will replace and/or repair such required uniforms when damaged or worn out through normal wear through the course of duty.
3. All Employees will surrender their uniforms upon termination from the Sheriff's Office.

J. Letters of Recommendation:

The Sheriff's Office will provide letters of recommendation and copies of pertinent employment records upon an Employee's reasonable request.

K. Mail:

Any mail clearly marked "personal" or "confidential" addressed to an Employee and delivered to the County will be delivered to the Employee unopened.

L. Physical Abilities Test:

For the duration of this Agreement, sworn deputies will complete the Montana Physical Abilities Test. (MPAT) two (2) times each fiscal year. Participation in this test is mandatory for sworn personnel. For the duration of this agreement, there is no pass/fail requirement.

- M. The Employer will ensure there is adequate medical services coverage at the detention facility. For purposes of this Agreement, adequate medical services coverage means that medical services coverage will be provided 8 hours/day, seven days/week (60 hours), including coverage during holidays, staff vacations, and staff illnesses. The employer may provide medical services coverage through contracted services provided by a third-party vendor.

ARTICLE VII – HOLIDAY LEAVE

- A. Employees are entitled to paid holidays as provided in § 1-1-216, MCA.
- B. The twenty-four hour period from midnight to 11:59 p.m. constitutes a holiday.
- C. Employees who work on the actual holiday are entitled to a paid holiday on the actual holiday rather than the observed holiday.
- D. Section 1-1-216 (1) and (2), MCA, prescribes the statutory dates of holidays for all Employees.
- E. Holidays Falling on an Employee's Regularly Scheduled Day Off
1. If the holiday falls on an Employee's regularly scheduled day off, the Employee will receive Holiday Credit equal to the number of hours in the regularly scheduled shift. Holiday credit will be added to a Holiday Credit bank, which accrues and allows for use of banked time separate from the Employee's vacation, sick, and compensatory time banks.
 2. The Employee may use time accrued in the Holiday Credit bank prior to the end of the calendar year. In the event that the time is not used during the calendar year, the Employee will receive a pay out of unused Holiday Credit in the first pay period of the new calendar year.
- F. Employees Who Have Approved Sick or Vacation Leave on a Holiday
1. Employees who have approved leave on a holiday will receive holiday pay in the amount equivalent to straight pay for a regularly scheduled workday.
 2. Employees who have approved leave on a holiday will not be required to use leave time for that day.
- G. Employees Who Work On a Holiday - An Employee who works on a holiday will receive two and one half (2 ½) times the Employee's regular hourly pay (double time and a half) for scheduled hours worked on that holiday. The Employer will compensate the Employee for any hours worked beyond the regularly scheduled hours at the overtime rate.
- H. Regular status, Seasonal status, and Temporary status part-time Employees will receive pay for the holiday on a prorated basis at the rate of double time and a half for scheduled hours worked on the holiday. The Employer will compensate the Employee for any hours worked beyond the regularly scheduled hours at the overtime rate.

ARTICLE VIII – VACATION LEAVE

- A. Regular status, Seasonal status and Temporary status full-time Employees earn annual vacation leave credits from the first day of employment.
1. Vacation leave credit will be earned and credited at the end of each pay period.
 2. Employees may not use vacation leave credit until they have been continuously employed for a period of six (6) calendar months.

B. Employees will earn vacation leave credit in accordance with § 2-18-612 MCA, and as illustrated in the following schedules:

| Years of Employment | Vacation Days Earned/Year |
|---------------------|----------------------------|
| 0-10 years | 15 days/120 hours per year |
| 11-15 years | 18 days/144 hours per year |
| 16-20 years | 21 days/168 hours per year |
| 21 on | 24 days/192 hours per year |

| Years of Employment | Rate of Accrual/Hour |
|---------------------|----------------------|
| 0-10 years | .058 x no. hours |
| 11-15 years | .069 x no. hours |
| 16-20 years | .081 x no. hours |
| 21 on | .092 x no. hours |

For calculating vacation leave credits, two thousand eighty (2080) hours (52 weeks x 40 hours) equals one (1) year.

- C. Regular status, Seasonal status and Temporary status part-time Employees earn prorated annual vacation leave credit if they have regularly scheduled work assignments and have worked the qualifying period.
- D. Employees may not accrue vacation leave credits while on a leave of absence without pay or when working overtime.
- E. Annual vacation leave credit may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually, calculated as of the end of the first pay period of the next calendar year. Upon termination of employment, unused vacation leave must be paid on the next regularly scheduled payday.
- F. Unless approved by the Employee, absence from employment may not be chargeable against unused vacation leave credits.
- G. The Sheriff will follow seniority when scheduling vacation and will consider, whenever possible, the desires of the individual Employee.
- H. If an Employee is on vacation leave when a holiday occurs, the Employee will receive holiday pay in the amount equivalent to straight pay for a regularly scheduled workday. The Employee will not be required to use a vacation day for that day.

- I. In the event of the death of an Employee, unused vacation leave credit will be paid at the employee's then-current rate of pay, according to instructions in the Employee's Decedents Warrant.
- J. The Sheriff will post a draft vacation leave schedule on a bulletin board by October 1 of each year.
 - 1. Employees may indicate their preference for vacation time on the draft schedule through December 15.
 - 2. The Sheriff will resolve scheduling conflicts on the basis of seniority in accordance with Article XII, however, the exercise of seniority rights will be limited to only one (1) scheduling request per Employee per year.
 - 3. After December 15, an Employee must apply in writing directly to the Sheriff for vacation leave.
 - 4. After December 15, the Sheriff will resolve scheduling conflicts on the basis of seniority in accordance with Article XII.
 - 5. Once the Sheriff sets and gives notice of the vacation leave schedule, an Employee cannot be bumped by another Employee who requests leave at a later date unless both Employees agree, in writing, to the change and the Sheriff approves the change.

ARTICLE IX – SICK LEAVE

- A. An Employee earns sick leave credits from the first day of employment.
- B. Regular status, Seasonal status and Temporary status full-time Employees accrue sick leave at the rate of twelve (12) days/96 hours for each year of service, without restriction as to the amount of sick leave that may be accumulated. Sick leave credits will be earned and credited at the end of each pay period.

For calculating sick leave credits, two thousand eighty (2080) hours (52 weeks x 40 hours) equals one (1) year.

40 hours x 52 weeks = 2,080 hours = 1 year.

| Period of Employment | Sick Leave Credit/year |
|-----------------------------|-------------------------------|
| 40 hours per week | 96 |
| Less than 40 hours per week | .04615 x # of hours worked |

Regardless of work schedule and hours worked, Employee may not earn more than 96 hours in one (1) year.

In the event that the Sheriff and the Employees agree to a work schedule based on a work period, the Sheriff will agree to a full accrual of 96 hours over a year (3.7 hours per pay period) for Regular status full-time Employees, prorated for part-time Employees

- C. Paid sick leave may not be used until the Employee has completed ninety (90) calendar days of continuous employment.
- D. Sick leave credits are credited at the end of each pay period. Sick leave credits are earned without restriction as to the number of hours that may be accumulated. Employees will earn one (1) sick day for each month up to the ninetieth (90th) day not to be used until the ninety-first (91st) day.
- F. An Employee may not accrue sick leave credits during a leave of absence without pay or when working overtime.
- G. Regular status, Seasonal status and Temporary status part-time Employees are entitled to prorated sick leave benefits. Regular status, Seasonal status and Temporary status Employees may use sick leave benefits provided they work the qualifying period.
- H. Except as provided in L below, upon separation from employment, an Employee is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributable to the Employee's accumulated sick leave. The pay attributable to the accumulated sick leave is computed on the basis of the Employee's wages at the time the Employee terminates employment.
- I. Sick leave is paid on the basis of the Employee's wages at the time the Employee uses the leave.
- J. In the event of the death of an Employee, unused sick time will be paid in accordance with the Employee's Decedents Warrant as a lump sum payment equal to one-fourth (1/4) of the pay attributable to the accumulated sick leave, at the employee's then-current rate of pay.
- K. In order to access sick leave pay, an Employee must provide notice of his/her illness or injury to the Sheriff as soon as possible prior to the Employee's scheduled reporting hour. The Sheriff may require an employee to present a doctor's certificate as evidence of illness.
- L. Any fraudulent use or abuse of sick leave will result in loss of sick leave pay and will constitute grounds for discharge and forfeiture of the lump sum payments provided herein.
 - 1. Fraudulent use of sick leave occurs when an Employee uses sick leave for unauthorized purposes or misrepresents the actual reason for charging an absence to sick leave. Fraudulent use of sick leave is cause for dismissal and forfeiture of the lump-sum payment, in accordance with § 2-18-618, MCA.
 - 2. Abuse of sick leave occurs when an Employee establishes a pattern of sick leave usage over a period of time. Chronic, persistent, or patterned use of sick leave may subject an Employee to progressive discipline.
 - 3. Any charge of fraudulent use or abuse of sick leave that results in an Employee's dismissal and forfeiture of the lump-sum payment is subject to the appropriate grievance procedure.
- M. In the event that an Employee is sick during a scheduled vacation, the Employee may request that the leave time during the illness be charged to accumulated sick leave. The Sheriff may require the Employee to provide written medical verification for proof of illness to make such a charge to sick leave.

- N. The Sheriff may authorize use of sick leave for illness or injury in an Employee's immediate family if the illness requires an Employee's attendance. Immediate family will be defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, household dependents, and immediate family of the Employee's spouse. The Sheriff may require written medical verification of illness or injury.

ARTICLE X – OTHER LEAVE

A. Professional Leave

Employees who are elected or appointed to positions on boards or committees in an official capacity within the Montana Sheriff Peace Officers' Association must obtain prior approval of the Sheriff. Paid leave will be granted to perform required duties in those organizations only if such leave request has been previously submitted and has received prior approval from the Sheriff.

B. Parental and Maternity Leave

Parental leave will be granted per the County Personnel Policy Manual and §49-2-310 and -311, MCA.

Lewis and Clark County also allows for parental leave in accordance with the Family Medical Leave Act, in accordance with policy 1.2.8 Employee Benefits – Leave Provisions in the County Personnel Policy Manual.

C. Family Medical Leave

The County will provide family medical leave without pay in accordance with the Family Medical Leave Act and the County Personnel Policy Manual for a serious health condition of or injury to the Employee or a member of the Employee's immediate family, or for the birth or adoption of a child.

D. Military Leave

The County will provide leaves of absence for Employees who are members of the Montana National Guard or members of the United States Military Reserve in accordance with §10-1-1009, MCA.

E. Witness and Jury Duty Leave

The County will provide a paid leave of absence for witness and jury duty. An Employee subpoenaed to serve as a witness or summoned as a juror must collect all fees and allowances payable as a result of the required service and forward the fees to the County. The fees will be applied against the amount due the Employee from the County. However, if an Employee elects to use annual leave or compensatory time to serve on a jury or be a witness, the County may not require the Employee to remit the witness fees or any expense or mileage allowance paid by the court.

F. Miscellaneous Leave

1. Funeral Leave - The County will grant an Employee up to three (3) working days' leave with pay for each death in the Employee's immediate family. The immediate family is defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, household dependents, and the immediate family of the Employee's spouse.
2. Leave Without Pay - The Sheriff may grant an Employee leave without pay in accordance with the County's Personnel Policy 1.2.8 Employee Benefits – Leave Provisions.

G. Education Leave

1. After an Employee completes one (1) year of service, the Sheriff may grant the Employee a leave of absence without pay to allow an Employee to attend an accredited school offering a course or courses that are directly relevant to the Employee's employment. The period of such leave will not exceed one (1) year, but it may be renewed or extended upon the request of the Employee when necessary.
2. A one (1) year leave of absence for educational purpose, including renewals and extensions, may not be granted more than once in any five-year period.
3. The Sheriff may also grant an Employee a leave of absence with or without pay for educational purposes for reasonable lengths of time to attend conference, seminars, briefing sessions or other functions of a similar nature which are intended to improve or upgrade the individual's skills or professional ability, provided such leave receives prior approval of the Sheriff and does not interfere with the operation of the Sheriff's Office.

H. Training

The Employer will pay registration fees for any training the Employee is authorized or required to attend.

I. Travel and Training Reimbursement:

1. Per Diem: Pursuant to County policy, if an Employee expends personal funds in the performance of the Employee's duties, the Employer will reimburse per diem and mileage at the rates provided for under the County claims policies. Reimbursements may be reported as income and may be subject to taxation.
2. The County will reimburse an Employee for transportation, lodging, meals and certain incidental expenses while traveling on legitimate business for the Employer as allowed by Employer's Travel and Training Reimbursement Guidelines.
3. General Reimbursement Guidelines:
 - a). Employees must obtain prior approval for travel from the Sheriff (or designee).
 - b). Employees will submit claims for reimbursement on travel voucher forms approved by the County Finance Director and must include receipts when receipts are required.

- c). The Employer will reimburse the Employee for documented expenses no more than fifteen (15) working days after submission and acceptance of documentation.
- d). All reimbursements are subject to applicable IRS regulations.

4. Travel Advances and Repayment of Certain Advancements

The Sheriff may grant advances for travel-related expenses up to 100% of the per diem costs greater than \$100, including hotel costs. Requests should be made as early as possible to ensure adequate time for processing the claim. Employees must submit a Travel Reimbursement Request form at least ten (10) working days prior to the commencement of travel to allow sufficient processing time for the travel advance.

Any unspent or unaccounted for advance money, except for per diem advances, must be repaid to the Employer within sixty (60) days of completion of the travel.

ARTICLE XI - HEALTH, SAFETY AND WELFARE

A. Health Benefit Plan

- 1. The Employer will contribute eight hundred fifty (\$850) dollars per month for Health Benefit Plan coverage under the Traditional Plan option and seven hundred fifty (\$750) dollars per month for coverage under the High Deductible Health Plan (HDHP) option, for each enrolled regular full-time or part-time status working at least 20 hours per week on a continuing and regular basis.

The Health Savings Account contribution for employees enrolled in the HDHP option will be set according to the amount determined by the Board of County Commissioners and applied to non-represented employees.

- 2. It is the County's intention to cover the full cost of each Employee's monthly health plan contribution to the extent permitted by the County budget.
- 3. Enrolled Regular status, Seasonal status employees hired to work more than six (6) months and Temporary status Employees scheduled to work 20 hours or more per pay week will receive prorated health insurance contributions based upon the number of hours worked.

B. Wellness Premium Contribution

- 1. Each full-time Regular status, Seasonal status, and Temporary status Employee enrolled in the County Employees' Traditional Health Benefit Plan will make a premium contribution of \$50/month, subject to reductions prescribed in the County's Wellness Plan.
- 2. The Employer will provide opportunities to avoid making wellness premium contributions each year of this Agreement

C. Workplace Safety and Workers' Compensation

1. The Employer will reasonably protect the health and safety of all employees while in the service of the Employer. The Employer will carry Workers' Compensation coverage for its Employees.
2. Employees must report personal injuries incurred in the course of employment to the Employer within the time frames specified in the County Personnel Policy 1.2.13 Workplace Safety Program.

D. The Employer will pay for any Employer-required physical.

E. The Employer will provide for the immunization, defense, and indemnification of each Employee sued for actions taken within the course and scope of the Employee's employment, as provided by § 2-9-305, MCA.

F. Vehicle Safety

The Employer will maintain all law enforcement vehicles and equipment in safe working condition.

G. Shift Scheduling

1. The Sheriff will schedule three (3) deputies for patrol duty per shift, exclusive of reserve officers and deputies on duty at substations, except that the Sheriff will schedule four (4) deputies for the day shift during those periods when deputies are required to work 12-hour shifts. The Sheriff also will consider scheduling four (4) deputies for the night shift during twelve-hour shifts if the Sheriff determines that circumstances warrant an additional deputy.
 - a. If an assigned deputy is unable to work the assigned shift because of illness, educational leave or unplanned absence, the Sheriff will make a reasonable effort to obtain a relief deputy.
 - b. The Sheriff and the Employees must coordinate leaves in accordance with Article VIII (J), to ensure staffing as outlined in this paragraph.
2. The Sheriff will schedule seven (7) detention officers for the detention facility per shift until the staffing levels are sufficient to staff the remaining pod not open. When staffing levels are sufficient and the remaining pod is open, the Sheriff will schedule nine (9) detention officers per shift. For purposes of this Agreement, staffing levels are considered "sufficient" if the Sheriff's Office is staffed with a minimum of 55 employees (not including employees in field training), including two court officers, a dayshift Sergeant, and two transport officers.
 - a. If an assigned detention officer is unable to work the assigned shift because of illness, educational leave or unplanned absence, the Sheriff will make a reasonable effort to obtain a relief detention officer.
 - b. The Sheriff and the Employees must coordinate leaves in accordance with Article VIII (J), to ensure proper staffing as outlined in this paragraph.

ARTICLE XII - PROBATIONARY STATUS AND SENIORITY

- A. All Employees will be subject to a probationary period of one (1) year. Upon successful completion of the probationary period, the Employee will become a Regular status Employee. During the probationary period, and in accordance with this collective bargaining Agreement, §7-32-2105, MCA, and POST Administrative Rules governing detention officers, Employees may be discharged without recourse to the grievance procedure.
- B. Seniority is a right under this Agreement.
1. For purposes of this agreement, Seniority shall be defined as an Employee's length of continuous service with the Sheriff's Office beginning on the Employee's most recent date of hire.
 2. The Employer must recognize seniority for purposes of this Agreement when an Employee has accrued twelve (12) continuous months of employment with the Sheriff's Office.
 3. Seniority shall be considered unbroken for layoff less than one (1) year.
 4. Prior to July 15 of each year, the Sheriff will create and post a seniority list of Employees. The Sheriff will create separate seniority lists for sworn and non-sworn personnel.
 5. Within a rank only, the Sheriff will determine seniority based on promotion date. If the Sheriff has promoted two or more Employees to the rank on the same date, the Sheriff will determine seniority based on the higher score in the promotion process.
 6. For purposes of seniority, an approved leave of absence without pay exceeding fifteen (15) calendar days will not count as accrued time for the purpose of calculating seniority, unless the unpaid leave of absence is due to the Employee's own serious health condition or the serious health condition of a member of the Employee's immediate family, in accordance with the Family Medical Leave Act (FMLA).
 - a. Under these circumstances the leave will be granted and seniority continued following FMLA guidelines, provided that the Employee applies for, is granted and uses FMLA leave.
 - b. The definition of immediate family member for these purposes will be governed by federal regulations.
 7. An Employee's absence from employment for military leave will count toward seniority.
 8. After an Employee's completion of military leave, the Employer will return the Employee to the same or similar position.
 9. Employees may protest their seniority designation through the usual grievance procedure.

- G. Required transfers that need to be made and are less than one year in length will be made at the Sheriff's discretion. Transfers that are more than a year in length will be made by following the job posting requirements as outlined in Article XIV.

ARTICLE XIII - LAYOFFS AND RECALLS

Layoff means an involuntary termination from County employment for reasons other than misconduct or poor performance. A recall is an offer of employment following a layoff.

1. Layoffs caused by reduction in force will occur in order of seniority within each division of the Sheriff's Office. The Sheriff's Office has three (3) divisions:
 - a. Sworn personnel
 - b. Detention Officers (non-sworn)
 - c. Administrative support staff (non-sworn)
2. The Employee last hired within each division will be the first released.
3. The Employer will give notice of layoff to Regular status Employees at least five (5) working days prior to layoff.
4. Recalls will be in order of seniority within each division. The Employee last released will be the first reemployed. The Employer will notify laid off Employees by certified mail, return receipt requested, of its intention to reemploy them. If the Employee fails to notify the Employer of the Employee's intention to return to work within five (5) working days of receiving notice, the Employee will be considered as having forfeited this right to reemployment.
5. The Employer may offer a Regular status Employee part-time, Seasonal status or Temporary status positions if such options exist.
6. Employees accepting part-time, Seasonal status or Temporary status positions will not lose Employee seniority rights for recall as a Regular status Employee.
7. Seniority will determine layoff and recall.

ARTICLE XIV - JOB/ASSIGNMENT POSTING

- A. All relative factors being equal, such as ability, experience and competency, the principle of seniority shall prevail in assignment/position openings and vacancies.
- B. The Sheriff will recruit and place qualified applicants on a qualified applicant list(s) in accordance with Sheriff's Office policy and procedures.
- C. When the Sheriff determines the existence of a vacant or a new assignment or promotion, the Sheriff will fill the vacant assignment/position from a qualified applicant list.

If an applicant on one eligibility list also meets qualifications for another eligibility list, he/she may be selected for either assignment/position and shall retain his/her eligibility on the previous list.

When the Sheriff is recruiting to establish a qualified applicant list for any assignment/position, the Sheriff shall post on the Association bulletin stating among other things:

1. Type of assignment/position and a listing of the principal duties of the position;
2. Minimum qualifications;
3. Salary range of the position;
4. Last date when applications will be accepted;
5. Anticipated shift hours and days off;
6. With whom the applications shall be filed;
7. Length of time the eligibility list will be active.

Promotions will follow the procedures outlined in the Sheriff's Office Policy Manual.

Applicants on the qualified applicant list who are not selected for the position may be maintained on a separate eligibility list if the posting identifies that an eligibility list will be maintained.

ARTICLE XV - WARNINGS, SUSPENSIONS AND DISMISSALS

- A. The Sheriff will use progressive discipline, including but not limited to warning letters, suspension and/or dismissal depending on the severity of the offense, unless the Employee's job-related misconduct is so severe that it merits immediate suspension or dismissal.
- B. The Sheriff will not suspend or dismiss an Employee without just cause. Just cause does not apply to probationary Employees.
- C. The Sheriff may issue a written warning letter not more than ten (10) days following the completion of an investigation into an Employee's job-related conduct.
- D. An Employee may submit written comments to any warning letter. The Employer will place the Employee's comments in the Employee's personnel file together with a copy of the letter of warning.
- E. Request for Discretionary Removal of Disciplinary Documentation
 1. Six (6) months from the date of any written disciplinary action and every six (6) months thereafter, the Employee may submit a written request to the Sheriff to remove documentation of such disciplinary action from the Employee's files, as maintained by both the Sheriff and the County. The letter should outline the justification for removal of the documentation based upon improved performance, correction of deficiency, or other good cause for such removal.
 2. The Sheriff will notify the Employee within ten (10) calendar days whether his/her written request for removal has been granted. The Sheriff shall have full discretion to grant or deny an Employee's request to remove disciplinary documentation prior to the expiration of the two-year period prescribed in Paragraph F.
 3. If the request is granted, the Sheriff will notify the County in writing and both the County and the Sheriff shall permanently remove any evidence of the disciplinary action from the Employee's file(s), including but not limited to: any written notice of investigation, notice of administrative leave, notice of predetermination meeting, witness statements,

employee comments, and/or any other related documentation. The Sheriff shall provide the originals of all such documentation to the Employee and neither the County nor the Sheriff shall retain copies of any such documentation. The effect of this provision shall be to expunge the disciplinary action from the Employee's records.

F. **Mandatory Removal of Disciplinary Documentation**

1. If not previously removed in accordance with Paragraph E, the Sheriff will remove written documentation of any disciplinary action from the Employee's files two years after it is issued, unless (a) the Sheriff is required by law to retain such documentation, or (b) subsequent and related progressive disciplinary action has been taken against the Employee since the original disciplinary notice and the Sheriff determines that the original documentation should be maintained to allow the Sheriff to track the progressive discipline and progress. The Sheriff shall provide the employee with express written notice of his decision to retain a disciplinary notice pursuant to subsections (a) and (b) and shall allow the employee to file a grievance contesting the decision, in accordance with Article XVI of the Negotiated Agreement.
2. Except as provided in Section F(1), the Sheriff will notify the County in writing following the expiration of the two-year period and both the County and the Sheriff shall permanently remove any evidence of the disciplinary action from the Employee's file(s), including but not limited to: any written notice of investigation, notice of administrative leave, notice of predetermination meeting, witness statements, employee comments, and/or any other related documentation. The Sheriff shall provide all such documentation to the Employee and neither the County nor the Sheriff shall retain copies of any such documentation. The effect of this provision shall be to expunge the disciplinary action from the employee's records.
3. In the event a document or file is not covered by this Agreement, the County may use the record retention schedule provided by the Montana Secretary of State for county human resource departments.

G. The Sheriff may dismiss an Employee only if the dismissal is in accordance with §§ 7-32-2107 through 7-32-2110, MCA.

H. A Regular status Employee may grieve any disciplinary or corrective action, including but not limited to warning letters, suspensions and/or a dismissal.

ARTICLE XVI - GRIEVANCE PROCEDURE

A. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

B. Grievance Definition: A grievance means a claim by an Employee, group of Employees or the Association resulting from a dispute or disagreement between the Employee, group of Employees or the Association and the Employer as to the terms and conditions of employment.

C. Representative: Any Employee, group of Employees, or the Association may be represented during any step of the grievance procedure by any person or agent designated by such party to act in his/her behalf. The parties may employ legal counsel at their expense.

D. Definitions and Interpretations

1. Days: Any reference to “days” in the grievance procedure means “working days.” A “working day” is defined as any weekday not designated as holidays by State law.
2. Computation of Time: In computing any period of time prescribed or allowed by the procedures herein, the date of the act, event, or default for which the designated period of time begins to run will not be included. The last day of the period so computed will 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 that is not a Saturday, Sunday or legal holiday.
3. Filing and Postmark: The filing or service of any notice or document herein will be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.
4. Nothing will prevent an individual Employee from attempting to settle a grievance informally through the chain of command commencing with the Employee's immediate supervisor. It is understood that any informal attempt at grievance resolution will not affect the required twenty (20) days to file a grievance as required by paragraph E.

- E. Time Limitation and Waiver: A grievance will not be valid for consideration unless the grievance is submitted in writing to the Employee’s immediate supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated, or the acts of discrimination allegedly committed, and the particular relief sought. Grievances must be filed within twenty (20) days after the date the grievant discovers or should have reasonably discovered the first event giving rise to the grievance.

In matters of discipline, the time requirements referred to herein, will begin upon the date written notice of such discipline is provided to the affected Employee. Written notice will be given by delivery in hand to the affected Employee or by registered mail return receipt requested at the Employee's last known address. The Employee will be required to sign as having received the notice. Failure to file a grievance within the designated period will be deemed a waiver thereof.

F. Election of Remedies

Upon instituting a complaint in a venue other than the process outlined in this Agreement, the Employee will waive the right to initiate a grievance pursuant to this Article or if the grievance is pending in the grievance procedure, the Employee will waive the right to pursue the grievance further. An Employee will waive any and all rights to pursue a grievance under this Article in the event that the Employee seeks relief by instituting any action, proceeding or complaint in a federal or state court of law, or seeks relief through any statutory process for which relief may be granted for any issue that may constitute a grievance under this Agreement. This provision will not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator. The Employer and the Association agree that if an Employee elects to go outside the grievance procedure, the Association is not required to proceed with a grievance for that Employee.

G. Grievance Process:

1. Level 1: The Employee will first attempt to settle a grievance informally with the Division Captain and/or Division Supervisor.
2. Level 2: In the event the grievance is not resolved through informal discussion as described above, the Association may appeal to the Sheriff, provided such appeal is made in writing within five (5) days after receipt of the decision in Level 1. If a grievance is properly appealed to the Sheriff, the Sheriff or his designee will set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Sheriff or his designee will issue a decision in writing to the parties involved. If the Sheriff is out of the office, the computation of days for this section will begin on the first day the Sheriff is in the office following the filing of the grievance.
3. Level 3: If a grievance has not been resolved at Level 2, the Association may, within fifteen (15) days after a level 2 decision is issued, appeal the grievance to the Board of County Commissioners. Within fifteen (15) days of its receipt of this notice from the Association, the Commission will meet to hear the grievance with the appellant and his/her representative. The Commissioner will issue a written decision within fifteen (15) days of this meeting. If the Commission denies the grievance, the Association may submit the grievance to arbitration.

H. Rights and Arbitration:

1. Procedure: The Association may submit the grievance to arbitration, by filing a notice of appeal with the Chair of the Lewis and Clark County Board of County Commissioners within five (5) days of the receipt of the decision at Level 3.
2. Selection of Arbitrator: Within five (5) days after the Association files its notice of appeal, the Association and the Commission will mutually request the Federal Mediation and Conciliation Service to submit to both parties a list of five (5) names of persons qualified to serve as an arbitrator. The parties will then meet and select the arbitrator from the list pursuant to the striking procedure.
3. Hearing: The arbitrator will conduct an arbitration hearing at which both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
4. Decision: The arbitrator will render a written decision within thirty (30) days after the close of the arbitration hearing. The arbitrator's decision will be final and binding upon both parties.
5. Expenses: Each party will bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. Either party may request a transcript or recording of the hearing. The parties will share equally the fees and expenses of the arbitrator and any other expenses the parties mutually agree are necessary for the arbitration; however, any party that orders a copy of the transcript will pay for such copy.

6. Jurisdiction: The arbitrator will have jurisdiction over disputes or disagreements relating to grievances properly brought before the arbitrator pursuant to the terms of this Agreement. The jurisdiction of the arbitrator will not extend to proposed changes in terms and conditions of the employment as defined herein and contained in this written Agreement, nor will the arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

ARTICLE XVII - CLASSIFICATION, COMPENSATION, STIPENDS, AND REIMBURSEMENTS

- A. The Employer will pay sworn deputies in accordance with §§ 7-4-2502 through 2510, MCA, and Appendix A of this Agreement, which is hereby incorporated as though fully set forth herein.
- B. The Employer will pay non-sworn Employees in accordance with Appendix A of this Agreement.
- C. The Employer will calculate and administer compensation in compliance with County policy. Wages for non-sworn employees shall be calculated and administered according to pay rules established for other County employees. The wage amounts contained in this agreement are minimum amounts and the County in accordance with its reclassification policies at its exclusive discretion can pay above those amounts. It is understood by both parties that this discretion applies to job classifications and not to individual employees. The County agrees to abide by any final court decision or judgment.
- D. New Hires with Prior Experience (Sworn Officers)
 1. New hires in a sworn position will generally be classified as a Probationary Deputy I, unless they meet the following criteria:
 - a. Meet the minimum qualifications for the Probationary Deputy I position;
 - b. Have at least the Basic certification or an equivalency certificate issued by Montana POST; and
 - c. Have a minimum of two years of law enforcement experience with another law enforcement agency or a minimum of two years' previous military experience.

Any new hire who meets all criteria will be classified as a Probationary Deputy II and will be subject to promotion to the rank of Deputy II, as set forth herein.

2. A new hire who does not have an equivalency certificate at the time of hire, but is able to secure an equivalency certificate within six months of hire, will be retroactively classified and paid as a Probationary Deputy II as long as he/she meets all other required criteria.
3. Any sworn officers classified as Probationary Deputy II will be entitled to promotion to the rank of Deputy II at the conclusion of the probationary period, if the following criteria are met:
 - a. The Deputy was hired or retroactively classified as a Probationary Deputy II;

- b. The Deputy has successfully completed the probationary period with an overall score of 3.2 or higher.

If the Deputy does not achieve a score of 3.2 or higher, he or she will be classified as a Deputy I.

E. New Hires with Prior Experience (Non-Sworn Detention Officers)

1. New Detention Officers will generally be hired at the “entry level” grade and step, as set forth on Appendix A (Wages/Non-Sworn Personnel), unless they meet the following criteria:
 - a. Meet the minimum qualifications for the Detention Officer position;
 - b. Have at least the Basic POST certification or an equivalent, as approved by POST; and
 - c. Have a minimum of two years of detention/correctional officer experience with another law enforcement agency or a minimum of two years previous relevant military experience.
2. Any new hire who meets all criteria will be placed two steps above the designated “entry level” grade and step. Once an employee reaches the maximum step in the grade, they will no longer receive annual step increases.
3. A new hire who has not secured POST approval of equivalency at the time of hire, but is able to secure such approval within six months of hire, will be retroactively classified and paid at the higher wage classification, as identified herein, as long as he/she meets all other required criteria.

F. The County will pay Employees biweekly.

G. Substation Allowance

1. The Employer will pay a substation allowance of \$600/month to each deputy assigned to duty in Augusta or Lincoln and who maintains a residence in the community where the Employee is assigned.
2. The Employer will add the allowance to the Employee’s hourly rate and will be paid over 26 pay periods.

H. Assignment Stipend

1. The Employer will pay each deputy assigned to the Criminal Investigation Bureau a stipend of \$150 per month.
2. The Employer will pay each sworn deputy and detention officer volunteering for a Deputy Coroner assignment a stipend of \$150 per month.
3. The Employer will pay the VAWA Coordinator a stipend of \$150 per month.

4. The stipend will be added to the Employee's hourly rate and will be paid over 26 pay periods.
5. This stipend will be included in the calculation of overtime pay.

I. On-Call Stipend

The Employer will pay the Employee on-call stipends in accordance with Article XIX herein.

J. Shift Differential

1. The Employer will pay shift differential at the rate of .25 cents per hour for Employees who work the Second Shift and .50 cents per hour for Employees who work the Third Shift, in accordance with Article XVIII (G) herein.
2. The shift differential will be paid on an hourly basis.
3. If an Employee is called in early or held over after the regularly scheduled shift, the Employer will pay differential for time worked during the earlier/later shift.

K. Field Training Officer

The Employer will compensate Field Training Officers an additional \$1.50 per hour during each training phase.

L. Relocation Expenses

If the Employer requires an Employee to relocate the Employee's residence, the Employer will provide either

1. the benefit of a licensed professional mover selected by the Employer and at the Employer's expense, or
2. reimbursement for expenses, if the Employee solicits a quote from a licensed professional mover and the Sheriff gives prior approval.

M. Work of Higher Classification

1. If the Employer assigns and requires an Employee to perform the duties of Sergeant in Patrol or Detention, the Employee will receive Sergeant pay while performing these duties.
2. If the Employer temporarily assigns an Employee to a position outside the scope of this Agreement, the Employee may choose to remain a member of the Association. If the Employee chooses to remain a member of the Association during the temporary assignment, the Employee will remain subject to the provisions of the Agreement.

N. Longevity Pay

1. Sworn Employees – The Employer will pay sworn Employees for longevity pursuant to §7-4-2510, MCA, and Appendix A.
3. Non-Sworn Employees –The Employer will pay non-sworn Employees in accordance with Appendix A. The Employer will use only the Employee’s years of service as a non-sworn Employee represented by the Association in longevity pay computations.
4. If a non-sworn Employee is hired as a sworn Employee at some future date, the years of service as a non-sworn Employee do NOT count for longevity purposes as a sworn officer.

ARTICLE XVIII - OVERTIME AND COMPENSATORY TIME

- A. The Employer will compensate Employees eligible for overtime pay at the rate of one and one-half (1 ½) times the Employee's regular rate of pay.
 1. The Employer will only pay part-time Employees overtime and compensatory time after the Employee works forty (40) hours in the regularly scheduled work week, or the Employee works the maximum number of hours allowed in a FLSA-designated work period, or the Employee is called to work before or after a regularly-scheduled shift, as set forth in subsection B below.
 2. Employees may request compensatory time in lieu of overtime pay.
 - a. Compensatory time is recorded at a rate of one and one-half (1 ½) hours for each one (1) hour worked.
 - b. The Employer may grant an Employee’s request for compensatory time until the Employee accrues sixty (60) hours.
 - c. Once an Employee has accrued sixty (60) hours of compensatory time, the Employee will automatically receive overtime pay. Alternately, an Employee who has accrued at least forty (40) hours of compensatory time may cash out twenty to forty (20-40) hours of compensatory time a maximum of one time between January 1 and June 30 of each year and one time between July 1 and December 31 of each year, for a maximum annual cash out of eighty (80) hours of compensatory time.
 - d. With the approval of the Chief Administrative Officer (or CAO’s designee), the Sheriff may allow for compensatory time exceptions made by mutual Agreement between the Sheriff and the individual Employee.
- B. In the event an Employee is called to work after or before a regularly scheduled shift, the Employee will receive overtime pay or compensatory time for the hours worked in excess of the regular shift.
- C. In the event that an Employee is called to work on the Employee's day off, the Employer will credit the Employee with a minimum of three (3) hours overtime or compensatory time if the Employee is given less than four (4) days’ notice.
- D. In the event an Employee is called to work on the Employee’s day off with a minimum of four (4) days’ notice, the Employee will be credited or compensated for hours worked. All time is calculated upon reaching the duty station and ends upon leaving the duty station.

E. In the event that the Sheriff and the affected employees adopt a work period schedule, the Employer will pay Employees for all regularly scheduled shifts at the regular hourly rate up to 2080 hours in a calendar year. Sworn Employees who exceed 2080 hours of regularly scheduled work in a calendar year will be paid at the overtime rate of one and one half (1 ½) times the hourly rate for the regularly scheduled hours in excess of 2080. However, nothing in this section (XVIII F.) is intended to supersede, negate or alter any overtime or premium pay provisions described elsewhere in this Agreement.

F. Short-Staffed Shifts

When a shift vacancy occurs, the Sheriff will fill that position by

1. Posting the opening in advance, when possible, through a shift vacancy signup sheet, or
2. Calling a Regular status Employee (full or part-time) of the same job description (such as detention officers to fill detention officer's position, and deputy sheriffs to fill deputy sheriff's positions).

If the position cannot be filled by either means, the Sheriff will ask whoever is available to fill the position for the post in question. In cases in which the Sheriff has less than nine (9) hours' notice of a shift vacancy, the Sheriff will assign any available Employee to fill the position without employing the procedures outline in subsections 1. and 2. above.

G. Shifts - The Sheriff, as approved by a majority vote of all affected Employees, will adopt and implement one, two or three shift schedules for each division. Shifts will be designated as follows:

1. First/Regular/Day Shift
2. Second/Swing/Afternoon Shift
3. Third/Graveyard/Night Shift

In the event that there is only one shift, the shift will be considered the "Day Shift" for shift differential purposes. If there are two (2) shifts, the first shift will be considered the "Day Shift" and the second will be considered the "Night Shift" for shift differential purposes.

If the Employer or affected Employees vote to establish a different shift system after ratification of this Agreement, the Association and the Employer may memorialize the terms and conditions of the new system through a Memorandum of Understanding to be incorporated in future Agreements.

Employees assigned to the Criminal Investigation Bureau or Civil Bureau will not be eligible for a shift differential compensation unless assigned to fill a position that is assigned and regularly scheduled to work a shift subject to a shift differential.

ARTICLE XIX - ON CALL AND CALL OUT

A. In case of a disaster or emergency, the Sheriff may call out any Employee of the Sheriff's Office. The Employee must respond when contacted unless circumstances make it impossible to do so. Substation Deputies are subject to the same call out procedures as Helena-based Deputies. The Sheriff may excuse an Employee from reporting to duty under special circumstances.

B. The Sheriff may assign Employees to on-call status. An Employee who is in an on-call status will be subject to the following requirements:

1. The on-call Employee must carry a cellular telephone or pager, or the Employee must establish another acceptable means by which they can be reached 24 hours per day.
2. The Employee must be available to receive calls.
3. The Employee must be able to respond according to prescribed standards and response times.

The Sheriff may not assign on-call duty to an Employee who is in an authorized leave status.

Substation deputies, Investigators, Patrol Sergeants, Sworn Deputy Coroners, Detention Sergeants and Search and Rescue Liaison and assistant will receive \$50 per month for on-call duty. Those affected Employees will create an on-call list in consultation with the on-call Employees outlining who is on call on what days. The Employee on call is required to be available to receive calls.

The Employer will pay all other on-call Employees a \$50 stipend for each month the Employee is assigned on call duty. Employees shall receive the stipend for each on-call assignment they have.

If an Employee is out of the area while on on-call status, the Employee will forward the phone calls to the Sheriff's Office.

ARTICLE XX – SICK LEAVE DONATION POOL

The parties agree that a sick leave donation pool (Sick Leave Fund) will be established and donated hours will be made available to qualifying non-sworn employees covered under this collective bargaining agreement. The purpose of the pool is to have donated leave available when eligible employees are unable to work due to a work-related injury.

A. General Provisions

1. Employees may be granted up to 320 hours from the Sick Leave Fund (if available) per calendar year.
2. No contributions from the Sick Leave Fund will be placed in the employee's sick leave bank if modified work is available that matches the employee's medical restrictions.
3. Eligible employees or a designee may request contributions from the Sick Leave Fund.
4. Upon termination of employment, an employee may contribute an amount of sick leave and/or vacation leave to the Sick Leave Fund, up to a maximum of 80 hours. Any vacation leave that is donated to the Sick Leave Fund will be converted to sick leave.
5. Using sick leave credits will reduce or eliminate the qualifying employee's ability to earn or keep wage loss benefits from the workers' compensation carrier.

6. Employees covered under the collective bargaining agreement are responsible for informing others about the Sick Leave Fund and donation program. Nothing in this Article guarantees credits from the Sick Leave Fund will be available for use as all credits into the Sick Leave Fund are on an employee donation basis only.
7. Donating hours to the Sick Leave Fund will be done on a voluntary basis only.

B. In order to be eligible to receive contributions from the Sick Leave Fund, qualifying employees will:

1. have met the 90-day qualifying period to be eligible to use sick leave as provided in 2-18-618, MCA;
2. be non-sworn personnel and not eligible for any benefit under 7-32-2113, MCA;
3. not have more than 640 hours accrued sick leave in sick leave bank;
4. have an accepted claim for a work-related injury and be eligible to receive wage-loss benefits from the County's workers' compensation carrier;
5. be currently employed in the Lewis and Clark County Sheriff's Office;
6. provide medical certification to appropriate staff removing them from duty;
7. request credits from the Sick Leave Fund using the County designated sick leave fund request form.

C. In order to contribute to the Sick Leave Fund, employees will:

1. have met the 90-day qualifying period to be eligible to use sick leave as provided in 2-18-618, MCA;
2. maintain a minimum of 40 hours in their sick leave bank and a minimum of 40 hours in their vacation leave bank;
3. donate hours to the Sick Leave Fund using the County designated donation form and designate sick leave and/ or vacation leave to be donated;
4. be a current Lewis and Clark County employee.

D. Continued Negotiation.

1. The Association and the County agree to immediately establish a committee to continue to negotiate in good faith the issue of workers' compensation pay for lost wages for detention officers, including corporals and sergeants. Possible options for continued discussion include proposals raised by the County during mediation on December 8, 2021, including but not limited to: County donation and/or other modifications to the sick leave donation pool, and/or insurance coverage for up to one year for lost wages due to work-related injuries.

2. The parties agree that time is of the essence in establishing the committee and scheduling meeting dates. The Association agrees to schedule the first meeting with the committee.
3. The Association and the County shall finalize a proposal to present to the Board of County Commissioners on or before April 30, 2022. This date may be extended, if necessary, by agreement of the parties so long as the extension is not due to any unreasonable delay on the part of either party. Any proposal approved by the Board of County Commissioners would amend the terms of this Agreement.

ARTICLE XXI - RESERVE DEPUTIES

The parties agree that reserve deputies will be used by the Sheriff pursuant to Title 7, Chapter 32, Part 2, MCA, provided, however, that reserve deputies will not be used to displace a Regular status Employee.

The Sheriff's Reserve Officers will be considered a separate entity of the Sheriff's Office and not subject to the terms of the collective bargaining Agreement. Contracts administered by the Reserves will not be subject to any of the pay or scheduling provisions of this collective bargaining Agreement.

Reserve deputies may request the assistance of a sworn officer in the event that the reserve deputies are unable to fulfill their obligations. Reserves will make requests for assistance to the Sheriff or shift officer in charge. The Sheriff or officer in charge will fill such requests on a first come first served basis and without regard to seniority.

ARTICLE XXII- STRIKES AND LOCKOUTS

During the term of this Agreement, the Employees will not strike and the Employer will not lock out the Employees for any reason.

ARTICLE XXIII - SAVINGS CLAUSE

Should a court of competent jurisdiction or an administrative agency find any article, section, or portion of this Agreement to be unlawful, the decision will apply only to the specific article, section, or portion and not to remainder of the Agreement, which will continue without interruption. The parties agree to immediately negotiate a replacement for any invalidated article, section, or portion of the Agreement.

ARTICLE XXIV - BUDGETARY LIMITATIONS

The Sheriff agrees to include sufficient funds for the wages and benefits provided by this Agreement in the annual budget request, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. The grievance procedure does not apply to the establishment of a budget. The Employer has no intention of reducing wages and benefits through the budgetary process. However, budgetary limitations may affect the Sheriff's Office. The Employer's budget is contingent upon available revenue.

ARTICLE XXV - LABOR/MANAGEMENT COMMITTEE

The parties agree to establish a Labor/Management Committee, subject to bylaws agreed upon by the committee members.

ARTICLE XXVI - TERM OF AGREEMENT

- A. This Agreement is effective from July 1, 2021 and will continue in full force and effect until the 30th day of June 2023. If either party desires to open negotiations to continue and/or amend this Agreement, they will give notice to the other party not later than April 1, 2023. Negotiations will commence by May 1, 2023, to consider and negotiate other proposals by both parties for a new Agreement.
- B. Once either party provides notice to open negotiations, the other party must respond in writing and will suggest available times to meet within thirty (30) days after receipt of the letter. The opening negotiating session will be limited to those items described in the letters, unless both parties agree to address additional items.
- C. This Agreement constitutes the entire Agreement between the parties and no verbal statements or past practices will supersede any of its provision. Any amendment supplemental hereto will not be binding upon either party unless executed by the parties hereto. The parties further acknowledge that during the course of collective bargaining, each party has had the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provision of this Agreement or upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

IN WITNESS HEREOF, we have hereunto set our hands on the ____ day of
January, 2022:

**BOARD OF COUNTY COMMISSIONERS
LEWIS AND CLARK COUNTY**

**LEWIS AND CLARK COUNTY
SHERIFF EMPLOYEES'
ASSOCIATION**

Jim McCormick, Chair

Association Representative

Tom Rolfe, Member

Association Representative

Andy Hunthausen, Member

Association Representative

ATTEST:

Amy Reeves, Clerk and Recorder

ACKNOWLEDGED

Leo Dutton, Sheriff

Appendix A: Wages Sworn Officers

| Sheriff's Office Pay Schedule FY 22 Effective June 20, 2021 | | | | | | | | |
|--|--------|------------|----------------|-------------|--------------|---------|--------------|---------|
| Rank | | Annual Sal | Additional Sal | Hourly Rate | Total Annual | | | |
| Sheriff | 100% | 78,191 | 2,000.00 | 38.55 | 80,191 | | | |
| Undersheriff | 95% | 74,281 | 1,900 | 36.63 | 76,181 | | | |
| Captain | 90% | 70,372 | 1,800 | 34.70 | 72,172 | | | |
| Sergeant | 86% | 67,244 | 1,720 | 33.16 | 68,964 | | | |
| Corporal | 82% | 64,117 | 1,640 | 31.61 | 65,757 | | | |
| Senior Deputy | 78% | 60,989 | 1,560 | 30.07 | 62,549 | | | |
| Deputy II | 77% | 60,207 | 1,540 | 29.69 | 61,747 | | | |
| Deputy I | 76% | 59,425 | 1,520 | 29.30 | 60,945 | | | |
| Prob Deputy II | 75% | 58,643 | 1,500 | 28.92 | 60,143 | | | |
| Prob Deputy I | 74% | 57,861 | 1,480 | 28.53 | 59,341 | | | |
| Longevity | | | | | | | | |
| Years of Service | Deputy | Deputy II | Senior Deputy | Corporal | Sergeant | Captain | Undersheriff | Sheriff |
| 1 | 23.44 | 23.75 | 24.06 | 25.29 | 26.52 | 27.76 | 29.30 | 30.07 |
| 2 | 46.88 | 47.50 | 48.11 | 50.58 | 53.05 | 55.52 | 58.60 | 60.15 |
| 3 | 70.32 | 71.25 | 72.17 | 75.87 | 79.57 | 83.28 | 87.90 | 90.22 |
| 4 | 93.76 | 95.00 | 96.23 | 101.16 | 106.10 | 111.03 | 117.20 | 120.29 |
| 5 | 117.20 | 118.74 | 120.29 | 126.46 | 132.62 | 138.79 | 146.50 | 150.37 |
| 6 | 140.64 | 142.49 | 144.34 | 151.75 | 159.15 | 166.55 | 175.80 | 180.44 |
| 7 | 164.08 | 166.24 | 168.40 | 177.04 | 185.67 | 194.31 | 205.10 | 210.51 |
| 8 | 187.52 | 189.99 | 192.46 | 202.33 | 212.20 | 222.07 | 234.40 | 240.59 |
| 9 | 210.96 | 213.74 | 216.52 | 227.62 | 238.72 | 249.83 | 263.71 | 270.66 |
| 10 | 234.40 | 237.49 | 240.57 | 252.91 | 265.25 | 277.58 | 293.01 | 300.73 |
| 11 | 257.84 | 261.24 | 264.63 | 278.20 | 291.77 | 305.34 | 322.31 | 330.81 |
| 12 | 281.29 | 284.99 | 288.69 | 303.49 | 318.30 | 333.10 | 351.61 | 360.88 |
| 13 | 304.73 | 308.74 | 312.74 | 328.78 | 344.82 | 360.86 | 380.91 | 390.96 |
| 14 | 328.17 | 332.48 | 336.80 | 354.07 | 371.35 | 388.62 | 410.21 | 421.03 |
| 15 | 351.61 | 356.23 | 360.86 | 379.37 | 397.87 | 416.38 | 439.51 | 451.10 |
| 16 | 375.05 | 379.98 | 384.92 | 404.66 | 424.40 | 444.13 | 468.81 | 481.18 |
| 17 | 398.49 | 403.73 | 408.97 | 429.95 | 450.92 | 471.89 | 498.11 | 511.25 |
| 18 | 421.93 | 427.48 | 433.03 | 455.24 | 477.44 | 499.65 | 527.41 | 541.32 |
| 19 | 445.37 | 451.23 | 457.09 | 480.53 | 503.97 | 527.41 | 556.71 | 571.40 |
| 20 | 468.81 | 474.98 | 481.15 | 505.82 | 530.49 | 555.17 | 586.01 | 601.47 |
| 21 | 492.25 | 498.73 | 505.20 | 531.11 | 557.02 | 582.93 | 615.31 | 631.54 |
| 22 | 515.69 | 522.48 | 529.26 | 556.40 | 583.54 | 610.69 | 644.61 | 661.62 |
| 23 | 539.13 | 546.22 | 553.32 | 581.69 | 610.07 | 638.44 | 673.91 | 691.69 |
| 24 | 562.57 | 569.97 | 577.38 | 606.98 | 636.59 | 666.20 | 703.21 | 721.76 |
| 25 | 586.01 | 593.72 | 601.43 | 632.28 | 663.12 | 693.96 | 732.51 | 751.84 |
| 26 | 609.45 | 617.47 | 625.49 | 657.57 | 689.64 | 721.72 | 761.81 | 781.91 |
| 27 | 632.89 | 641.22 | 649.55 | 682.86 | 716.17 | 749.48 | 791.12 | 811.98 |
| 28 | 656.33 | 664.97 | 673.60 | 708.15 | 742.69 | 777.24 | 820.42 | 842.06 |
| 29 | 679.77 | 688.72 | 697.66 | 733.44 | 769.22 | 804.99 | 849.72 | 872.13 |
| 30 | 703.21 | 712.47 | 721.72 | 758.73 | 795.74 | 832.75 | 879.02 | 902.20 |
| 31 | 726.65 | 736.22 | 745.78 | 784.02 | 822.27 | 860.51 | 908.32 | 932.28 |
| 32 | 750.09 | 759.96 | 769.83 | 809.31 | 848.79 | 888.27 | 937.62 | 962.35 |

Appendix A: Wages Non-Sworn Personnel

| Lewis and Clark County Non Sworn Sheriffs Office Pay Schedule FY`22 June 20, 2021 | | | | | | | | |
|--|-------------|--------|--------|--------|--------|--------|--------|--|
| DO only | Entry Level | | | | | | | Position Titles |
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | |
| | 5% | | | | | | | |
| Grade | 85% | 87.50% | 90% | 92.50% | 95% | 97.50% | 100% | |
| 8 | 16.41 | 16.89 | 17.38 | 17.86 | 18.34 | 18.82 | 19.31 | Administrative Assistant I |
| 9 | 17.23 | 17.74 | 18.25 | 18.75 | 19.26 | 19.77 | 20.27 | |
| 10 | 18.09 | 18.63 | 19.16 | 19.69 | 20.22 | 20.75 | 21.29 | Administrative Assistant II Animal Control Officer Detention Officer (hired after 4/1/16) Sobriety Compliance Coordinator |
| 11 | 19.00 | 19.56 | 20.12 | 20.67 | 21.23 | 21.79 | 22.35 | Accounting Technician Detention Officer (hired prior to 4/1/16) LPN I |
| 12 | 19.95 | 20.54 | 21.12 | 21.71 | 22.30 | 22.88 | 23.47 | Civil Office Manager Detention Officer II Evidence Technician |
| 13 | 20.95 | 21.56 | 22.18 | 22.79 | 23.41 | 24.03 | 24.64 | |
| 14 | 21.99 | 22.64 | 23.29 | 23.93 | 24.58 | 25.23 | 25.87 | Detention Corporal Radio Technician |
| 15 | | 23.77 | 24.45 | 25.13 | 25.81 | 26.49 | 27.17 | |
| 16 | 24.25 | 24.96 | 25.67 | 26.39 | 27.10 | 27.81 | 28.53 | Deputy Coroner Detention Sergeant |
| 17 | 25.46 | 26.21 | 26.96 | 27.71 | 28.45 | 29.20 | 29.95 | Forensic Science Technician |
| 18 | 26.73 | 27.52 | 28.31 | 29.09 | 29.88 | 30.66 | 31.45 | Lead Deputy Coroner |
| 19 | 28.07 | 28.89 | 29.72 | 30.55 | 31.37 | 32.20 | 33.02 | RN |

FY`22

1. All Detention Officers hired on or after June 30, 2021, will be hired at Grade 10, Step 5 on the Pay Schedule. Such officers will progress through the remaining steps of Grade 10. Detention Officers at Step 3 as of June 20, 2021 will move to Step 5; Detention Officers at Step 4 will move to Step 6; Detention Officers at Step 5 and 6 will move to Step 7. The Detention Officer II position will be in Grade 12, the Detention Corporal will be in Grade 14, and the Detention Sergeant in Grade 16. Corporals will move back two steps at the new grade. For example, employees at Step 4 will move to Step 2; those at Step 5 will move to Step 3; those at Step 6 will move to Step 4; and those at Step 7 will move to Step 5. Sergeants will move back one step in the new grade. For example, employees at Step 5 will move to Step 4; those at Step 7 will move to Step 6.
2. Non-sworn Employees will receive a FY `22 pay increase, retroactive to July 1, 2021. In addition, all Employees will receive any pay increases approved by the Board of County Commissioners during the term of this Agreement.

4. Health plan contribution and Wellness contribution will be set according to the amount determined by Board of County Commissioners and applied to non-represented County Employees.
5. Non-sworn Employees who have not reached the final step in their pay grade will receive a step on their anniversary date OR in the first pay period in the new calendar year if their position has received a market adjustment during the time they have held the position.
6. Matrix for sworn personnel will be determined by the Sheriff's salary as set by the County Compensation Board.