

**Negotiated Agreement**

**by and between:**

**Lewis and Clark County**

**and**

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

**July 1, 2013 - June 30, 2015**

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

This agreement, made and entered into the <sup>29</sup> day of October 2013, by and between the County of Lewis and Clark, Helena, Montana, for its Sheriff 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 which 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**

The Lewis and Clark County government recognizes the Lewis and Clark County Sheriff's Employee's 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, with the following exclusions: sheriff, undersheriff, patrol captains, detention center captain, sheriff's administrative assistant, 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 become members of the bargaining unit if hired for a period of more than four (4) consecutive months.

**ARTICLE II - ASSOCIATION SECURITY - CHECK OFF**

Any present or future employee who is not an Association member and who does not make application for membership will, after thirty (30) days of employment, as a condition of continuing employment, pay to the Association a service charge as a contribution toward the administration of this Agreement in an amount equal to the monthly regular dues in the matter as a check off of Association dues. The Employer agrees to deduct Association dues from the paycheck of all Association employees that have authorized payroll deduction. Employees who fail to comply with this requirement will be discharged by the Employer within fifteen (15) days after written notice to the Employer from the Association.

### **ARTICLE III - NONDISCRIMINATION**

It is the policy of the County and the Association to insure that all employees and all applicants for employment are treated equally without regard to their race, color, religion, national origin, age, marital status, ancestry, receipt of public assistance, political beliefs, physical or mental disabilities, or sex in violation of any state or federal law. It is understood that sex or physical disability may be treated differently if they relate to a bona fide occupational requirement. For the purposes of this agreement, the Association and the Employer agree to use the Employer'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 Sheriff shall have the right to operate its affairs in such areas, but not limited to:

- 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 Employer 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 Employer 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 - WORKING CONDITIONS**

#### **A. Work Day/Work Week/Shift Rotation**

1. The work week shall be Sunday at 12:00 a.m. through Saturday at 11:59:59 p.m. Work schedules will be set upon by mutual agreement between the Sheriff and the group(s) of employees affected (sworn, non-sworn, administrative) within the guidelines of the Fair Labor Standards Act. The affected employees must agree to the new schedule by a majority vote.

2. All employees:
  - a. Changing Conditions - The sheriff has the right to effect a schedule change for an employee's workday and workweek when confronted with situations beyond the Sheriff's control, a change in financial conditions, and in emergency conditions.
  - b. Shift Rotation:
    - The shift(s) that rotate will be rotated at least every twelve (12) weeks, but not more often than every three (3) weeks.
    - In filling vacant shifts, employees may exercise a preference to fill vacancies on the basis of seniority.
3. Employees may have the right to a temporary or permanent exchange of shifts when the exchange does not interfere with the best interests of the Sheriff's Office and, when the exchange has been approved by the department head in advance of such exchange. The Employer assumes no obligation for overtime pay or wage claims as a result of such exchange. It is understood that 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.

B. Substation Allowance: Deputies assigned to duty in Augusta or Lincoln and who maintain a residence in the town where they are assigned shall be paid a substation allowance. The amount of that allowance shall be \$550 per month, added to the employee's hourly rate and paid over 26 pay periods.

C. Investigator Stipend: Deputies assigned to duty in the Criminal Investigation Bureau (CIB) shall be paid a stipend of \$100 per month, paid over 26 pay periods. This stipend shall be included in the calculation of overtime pay.

D. Meals:

1. Deputies, other than Investigators, will receive one (1) forty-five (45) minute meal break subject to recall per scheduled shift.
2. If the total shift is eight (8) hours or more, detention officers will receive one (1) paid forty-five (45) minute meal break per scheduled shift.
3. All other employees will receive one (1) unpaid sixty (60) minute meal break per scheduled shift.

- E. Rest Breaks – Each employee will, in addition to the meal break, receive one (1) fifteen (15) minute break for each four (4) hours of their scheduled shift. Employees will not use the breaks to extend the lunch period. Breaks will not accrue from one break to another or from one shift to another. It is understood that the requirements of recall and leaving the premises as outlined in the Meals paragraph also apply to the break provision in this paragraph.
- F. Discharge or Suspension - The /Sheriff will not discharge or suspend any employees without just cause. The Sheriff will follow a policy of progressive discipline using warning letters, suspension and/or discharge depending on the severity of the offense. It is understood that the Sheriff need not implement the steps of this procedure for offenses, which merit immediate suspension and/or discharge. Warning letters must be provided to the employee in writing, with a copy of same placed in such employee's personnel file.

Warning letters must be issued within ten (10) days of the completion of any investigation into the matter. Warning letters are subject to the grievance procedure contained herein.

Employees are allowed to complete written comments to any warning letter that will be placed in the personnel file with the letter. Six (6) months from the date of the letter and every six (6) months thereafter, the employee may make a written request to the Sheriff outlining justification for removal of the letter based on improved performance. This letter will be removed two (2) years from the date of issuance, except those the Sheriff is required to keep by law.

Discharge for tenured deputy sheriffs will be in accordance with sections 7-32-2107 MCA through 7-32-2110 MCA where required.

This clause will not apply to probationary personnel.

- G. Association Privileges -
1. The Association will be allowed the use of the facilities of the Employer for meetings when such facilities are available and the meeting would not interfere with the business of the Employer.
  2. Representatives of the Association will be allowed to visit with an employee during working hours at a location authorized and approved by the department head, provided however, that such visitation does not unduly disrupt the activities of the Sheriff's Office.
  3. The Sheriff will provide reasonable bulletin board space for the use of the Association in communicating with its members. The Association is responsible for the orderly care of the Association bulletin board.

- H. Letters of recommendation and copies of pertinent employment data will be furnished to an employee upon reasonable request.
- I. Any mail clearly marked "personal" or "confidential" addressed to an employee at the address of the Employer will be delivered to such employee unopened.

### **ARTICLE VI - HOLIDAYS**

Employees will be granted paid holidays as provided by state law plus any legal holiday declared by the President of the United States with the concurrence of the Board of County Commissioners of Lewis and Clark County.

A holiday is defined as the twenty-four hour period from midnight to 11:59 p.m. of the day the holiday is observed:

- (1) For Deputies and/or Detention Officers who work six (6) day or eight (8) day weeks with rotating schedules, the holiday will be observed on the actual holiday as defined by state statute [1-1-216 MCA (1)].
- (2) All other employee will observe the holiday on the day as defined by state statute [1-1-216 MCA (1) & (2)] or declared by the Board of County Commissioners.

If the holiday falls on an employee's regularly scheduled day off, they will receive holiday credit in the amount of the regularly scheduled workday. Employees who work shifts commencing within such period will be deemed to have worked on the holiday. Employees who have a scheduled day off that commences within such period will be deemed to have had the holiday fall on their scheduled day off. Employees will receive holiday pay in the amount of the regularly scheduled workday and will not be required to use a vacation day for that day.

Full-time employees who are scheduled for a day off on a day, which is observed as a legal holiday, will receive a Holiday Time credit, equal to one shift. To receive a holiday time credit, the employee must have been in pay status on his last regularly scheduled working day immediately before the holiday and on his first regularly scheduled working day immediately after the holiday. Once the Holiday time is credited to annual leave it will be considered as Annual Leave time and is subject to the same rules or policies as other annual leave. It is understood that adding a holiday time to the annual leave does not change the policies or rules regarding annual leave accrual, earnings or carry over from year to year.

**Work** - If an employee is required to work any of the holidays specified in the section, he or she will be paid at the rate of 1 ½ times the regular rate of pay in addition to holiday pay. Holiday pay will be equal to an employee's regular rate of pay.

**Called in or Shift Coverage** - Employees called in or working a shift on a holiday will receive a holiday credit in the amount of the regularly scheduled workday and time and one-half (1 1/2) for all hours worked during the holiday period.

**Sworn or Non-Sworn Administrative Employees Not Working Rotating Shifts** – Employees working a regular Monday – Friday, 8:00 am to 5:00 pm shift will receive the day off and holiday pay in the amount of the regularly scheduled work day.

**Sick Leave** – Employees will receive holiday pay in the amount of the regularly scheduled workday and will not be required or allowed to use sick leave.

Regular part-time employees will be granted holiday time on a prorated basis.

## ARTICLE VII - LEAVES

### A. Annual Vacation Leave

1. Each regular full time employee of the employer is entitled to, and will earn annual vacation leave credits from the first day of employment. Proportionate vacation leave credit will be earned and credited at the end of each pay period. Employees will not be entitled to use vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.
2. Vacation leave credit will be earned in accordance with 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 credits, two thousand eighty (2080) hours (52 weeks x 40 hours) will equal one (1) year.

3. Regular part-time employees are entitled to prorated annual vacation benefits if they have regularly scheduled work assignments and normally work at least twenty (20) hours each week of the pay period and have worked the qualifying period.
4. Employees will not accrue vacation leave credits while on a leave of absence without pay.

5. 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 calendar year. Unused vacation leave will be paid to an employee who terminates his/her employment on the next regularly scheduled payday.
6. Absence from employment by reasons of illness will not be chargeable against unused vacation leave credits unless approved by the employee. However, if the employee has exhausted all sick leave credits, vacation must be used unless they have been approved for leave of absence without pay (excluding instances of FMLA).
7. The Sheriff will follow seniority when scheduling vacation and will consider, whenever possible, the desires of the individual employee.
8. If a holiday(s) occurs during the period in which vacation is taken by an employee, the holiday(s) will not be charged against the employee's vacation leave and will be compensated on a straight time basis.
9. In the event of the death of an employee, unused vacation time will be paid to employee's heir(s) at his/her then current rate of pay.
10. Vacation time may be taken on a split vacation basis, upon approval of the Sheriff.
11. Leave of absence without pay may be used to extend regular vacation with prior approval of the Sheriff.
12. A vacation schedule will be posted on a bulletin board by January 15 of each year, at which time the employees may schedule their preference for vacation time off. Scheduling conflicts will be determined on the basis of seniority; however, the exercise of seniority rights will be limited to only one (1) application per employee per year.
13. Vacation scheduled will be granted on the needs of efficient operations and the availability of vacation relief.
14. The vacation schedule will be removed from a bulletin board by March 15 of each year; thereafter, an employee desiring vacation must submit their request to the Sheriff for consideration.
15. Once the vacation schedule is removed, scheduling conflicts will be resolved on the basis of seniority in accordance with Section VII, A, #13. Once the vacation schedule is approved, employees with approved vacation cannot be bumped by another employee who requests leave at a later date unless both parties agree, in writing, to the change and the change is approved by the Sheriff.

16. Employees who are elected or appointed to positions on boards, 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, provided however, such leave request has been previously submitted and has received prior approval from the Sheriff.

B. Sick Leave

1. Full time employees will 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. Proportionate 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) will equal one (1) year.
2. Paid sick leave may not be used until the employee has completed ninety (90) calendar days of continuous employment. 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.
3. An employee may not accrue sick leave credits during a continuous leave of absence without pay.
4. Regular part-time employees are entitled to prorated sick leave benefits if they have a regularly scheduled work assignment and normally work at least twenty (20) hours each week of the pay period, and have worked the qualifying period. Regular, temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.
5. An employee who terminates employment with the Employer is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributable to the accumulated sick leave. The pay attributable to the accumulated sick leave will be computed on the basis of the employee's wages at the time he/she terminates his/her employment with the Employer. Accrual of sick leave credits for calculating the lump sum payment provided for herein begins July 1, 1971. When sick leave credits are used by an employee, they will be deemed to have used the earliest accrued credits.
6. In order to obtain sick leave pay, the employee must provide notice of his illness or injury to the Sheriff as early as possible prior to his/her normal reporting hour, and present a doctor's certificate as evidence of illness upon the request of the Sheriff.
7. Any fraudulent use 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.

8. Illness, which occurs during an employee's vacation, may be charged to accumulated sick leave. A written medical verification for proof of illness may be required to make such a charge to sick leave.
9. In the event illness in an employee's immediate family requires an employee's attendance, the employee may use sick leave. Immediate family shall be defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, and relatives of the employee's spouse in like degree.

C. Maternity Leave

Maternity leave shall be granted per Lewis and Clark County Personnel Policies and Procedures and 40-2-310 & 311, Montana Codes Annotated.

Lewis and Clark County also allows for parental leave in accordance with the Family Medical Leave Act. Refer to Lewis and Clark County Personnel Policies and Procedures.

D. Family Medical Leave

1. Employees are eligible for additional leave under federal law for a serious health condition of a member of their immediate family, their own serious health condition, or the birth or adoption of a child. Refer to Lewis and Clark County Personnel Policies and Procedures.

E. Military Leave

Employees who are members of the National Guard of the State of Montana and/or a member of the Military Reserve of the United States shall be granted leave in accordance with 10-1-1009 MCA.

F. Witness and Jury Duty Leave

1. Each employee of the County who is under a proper summons as a juror shall collect all fees and allowances payable as a result to the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from the County. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit, to the County, any expense or mileage allowance paid him by the court.

2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result to the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from the County; however, if an employee elects to charge his witness time off against his annual leave he shall not be required to remit, to the County, any expense of mileage allowances paid to him by the court.
3. The County may request the court to excuse its employees from jury duty if they are needed for proper operation of the unit of government.

G. Miscellaneous Leave Provisions

1. Funeral Leave - The employee shall be granted up to three (3) working days' leave with pay for each death in the employee's immediate family. The immediate family shall be defined as spouse, parent, brother, sister, grandparent, household dependent and relatives of the employee's spouse in a like degree.
2. The County agrees to grant up to forty (40) hours leave without pay for an employee for miscellaneous reasons, including the extension of an employee's vacation. This leave is granted at the discretion of the Sheriff.
3. With permission from the Sheriff, employees shall be entitled to take a leave of absence without pay due to their own illness or injury or that of a member of their family. This leave will be granted in accordance with the Family Medical Leave Act. Employees requesting this leave are required to complete the FMLA Form to ensure eligibility and continuation of certain benefits.

H. Education Leave

1. After completing one year of service, employees may, upon request, be granted a leave of absence without pay for educational purposes at an accredited school when it is in relation to employee's employment. The period of such leave shall not exceed one year, but it may be renewed or extended upon the request of the employee when necessary.
2. One year leave of absence for educational purpose, including renewals or extension, may not be granted more than once in any five-year period.
3. Employees may also be granted 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 such leaves do not interfere with the operation of the Sheriff's Office.

I. Tuition Reimbursement

1. The County will reimburse an employee for the cost of tuition and reasonable expenses (as allowed by County Claims Policies) for any course of study taken by the employee at the request of the department head. Advancement of tuition and expenses will be made where allowed.
2. In the event an employee's request for training is granted, the employee will be reimbursed by the County for the cost of tuition and reasonable expenses (as allowed by County Claims Policies) of any course of study taken by the employee which is related to the employee's position and will result in improved performance, subject to prior approval of the department head and subject to the County's budgetary limitation and priorities. Employees shall apply for approval of the request for reimbursement at least ten (10) days prior to the proposed enrollment.
3. Reimbursement according to paragraph two above shall be made within fifteen (15) days after proof of satisfactory completion of the course and submission of the necessary invoices proving expenses.

**ARTICLE VIII - HEALTH, SAFETY AND WELFARE**

- A. Health and Accident Insurance - The Employer shall make a premium contribution of six hundred seventy five (\$675) dollars per month to the Lewis and Clark County Employee Health Benefit Plan for each Regular status employee working more than twenty (20) hours per week and for Seasonal and Temporary employees in positions employed for more than six (6) continuous months who work more than twenty (20) hours per week. Regular, seasonal and temporary part-time employees scheduled to work 20 hours or more per pay week shall receive insurance contribution based upon the number of hours (prorated).
- B. Workplace Accident Insurance - The health and safety of all employees shall be reasonable protected while in the service of the Employer. The Employer shall carry Workers' Compensation coverage on its employees. Employees are directed to report all personal injuries received in their course of employment to the Employer.
- C. Disability Compensation - The Employer agrees to provide Workers' Compensation coverage for all employees injured in the line of duty.
- D. If the Employer requires an employee to have a physical, the Employer shall pay for the physical.
- E. False Arrest & Liability Protection - The Employer agrees to provide each employee of the Lewis and Clark County Sheriff's Office with False Arrest Protection and to hold employees harmless as specified and restricted under 2-9-305 MCA.

- F. Vehicle Safety - All law enforcement vehicles and all other equipment used by members of the Sheriff's Office shall be kept up to the safety standards of the Montana Safety Codes and Industrial Accident Board standards.
- G. Three (3) deputies inclusive of reserve officers shall be scheduled for patrol duty per shift, exclusive of the deputies on duty at substations. If either of the assigned deputies is unable to work the assigned shift because of illness, educational leave or unexpected absence, the Sheriff shall make a reasonable effort to obtain a relief deputy. The Sheriff and the Employees must coordinate leaves in accordance with Article VII, A, 14 to ensure proper staffing as outlined in this paragraph.
- H. Three (3) detention officers shall be scheduled for the detention facility per shift. If any of the assigned detention officers are unable to work the assigned shift because of illness, educational leave or unexpected absence, the Sheriff shall make a reasonable effort to obtain a relief detention officer. The Sheriff and the Employees must coordinate leaves in accordance with Article VII.A.14 to ensure proper staffing as outlined in this paragraph.
- I. One (1) nurse shall be scheduled for the detention facility. If the nurse is unable to work because of illness, educational leave or unexpected absence, the Sheriff shall make a reasonable effort to obtain a relief nurse through the use of a reserve pool or similar procedure. The Sheriff and the Employee must coordinate leaves in accordance with Article VII.A.14 to ensure proper staffing as outlined in this paragraph.

#### **ARTICLE IX - SENIORITY**

- A. Seniority means a full-time employee's length of continuous service with the Sheriff's Office since his last date of hire. Seniority shall be recognized after twelve (12) continuous months of employment with the Sheriff's Office, and upon completion of the twelve (12) months continuous service shall date back to the first day of service. Seniority shall be considered unbroken for layoff less than one (1) year.

For the purpose of determining seniority within a rank only, seniority shall be based on the promotion date or if two employees are promoted on the same day, seniority shall be based on the higher score in the promotion process.

- B. The Sheriff shall create a seniority list of all employees each July based on the hire date. Such list shall be revised every July thereafter and within thirty (30) days after each revision. Separate seniority lists shall be provided for sworn and non-sworn personnel.

- C. To be absent from the job due to approved leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost for the purpose of seniority. However, previous service upon return to duty shall count toward seniority and longevity. 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). Under these circumstances the leave will be granted and seniority continued following those guidelines (FMLA, see County Policy). For the purposes of FMLA only the definition of immediate family member is spouse, parent, son or daughter.
- D. To be absent from the job due to military leave will not affect longevity and seniority. County employment leave spent in military service will count toward seniority. After completion of military leave, the Employer shall rehire such person in the same or similar position.
- E. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe that an error has been made.
- F. Selection of employees for layoff, recall or transfer will be determined by the Sheriff based on seniority, competence, qualifications, abilities and job requirements.
- 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 X.
- H. Layoffs caused by reduction in force shall be in order of seniority within the Sheriff's Office, that is: the employee last hired shall be the first released, provided the criteria established in paragraph F applies. Departments are defined as, 1) sworn personnel, and 2) non-sworn personnel, and 3) Non-Sworn Administrative Staff. Regular employees who are scheduled to be laid off shall be given at least five (5) working days notice. All recalls to employment shall likewise be in order of seniority within the departments, that is: the last employee released as a result of reduction in force shall be the first rehired when there is an increase of employees. The Employer shall notify such employees by certified mail of its intention to rehire them. If such employee fails to notify the Employer within five (5) working days of employee's intention to return to work, the employee shall be considered as having forfeited this right to re-employment.

Regular employees shall have the option of accepting part-time available shifts and/or temporary status if such a position exists or accepting layoff status.

No employee choosing layoff status shall lose employee seniority rights to being recalled as a regular employee. Notification to rehire regular employees shall be given five working days before changing status of part-time and/or temporary employees to regular status.

- I. Upon successful completion of the probationary period, the employee shall become regular status. Probationary period for sworn personnel and detention officers shall be one (1) year. All other employees will serve a six (6) month probationary period.
  - 1. 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.

### **ARTICLE X - JOB POSTING**

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

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

When the Sheriff is recruiting to establish an eligibility list for any position, the Sheriff shall post on the Association bulletin stating among other things:

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

### **ARTICLE XI - GRIEVANCE PROCEDURE**

- A. Extension: Time limits specified in this agreement may be extended by mutual agreement.
- B. Grievance Definition: A grievance shall mean a claim by an employee, group of employees or the Union resulting in a dispute or disagreement between the employee, group of employees or the Union and the Employer as to the terms and conditions of employment.

- C. Representative: Any party to the proceeding may have legal council at their expense. The Employer or the employee may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.
- D. Definitions and Interpretations
1. Days: Reference to days regarding time period on this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by State law.
  2. Computation of Time: In computing any period of time prescribed or allowed by procedures 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 legal holiday.
  3. Filing and Postmark: The filing or service of any notice or document herein shall 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 shall 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 shall not be valid for consideration unless the grievance is submitted in writing to the 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, shall begin upon the date written notice of such discipline is provided to the affected employee. Written notice shall be given by delivery in hand to the affected employee or by registered mail 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 such period shall be deemed a waiver thereof.
- F. Adjustment of Grievance:
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, it may be appealed 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 shall 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 shall 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 grievance may be presented to the Commissioners for consideration. The Commissioners or representatives of their designation shall, within fifteen (15) days, meet to hear the grievance with the appellant and his/her representative. After this meeting, the Commissioners shall have a maximum of fifteen (15) days in which to answer the grievance in writing. If the grievance is denied, the employee may appeal it to the next level.

G. Rights and Arbitration:

1. Procedure: In the event that the parties are unable to resolve a grievance, it may be submitted to arbitration as defined herein, provided a notice of appeal is filed in the Office of the Commissioners within five (5) days of the receipt of the decision at Level 3.
2. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, request the Federal Mediation and Conciliation Service to submit to both parties a list of five (5) names of persons qualified to serve. The parties shall then meet and select the arbitrator from said list pursuant to the striking procedure.
3. Hearing: The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time 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 decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon both parties.

5. Expenses: Each party shall 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. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.
6. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly brought before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of the employment as defined herein and contained in this written agreement. Nor shall 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 XII - CLASSIFICATION AND COMPENSATION**

- A. Sworn Deputies covered by this agreement shall be paid according to statute and the rank structure attached hereto and made a part as fully set forth herein. Non-sworn employees covered by this agreement shall be paid in accordance with the salary schedule and rank structure attached hereto and made a part hereof. 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.
- B. Employees shall be paid biweekly.

C. Overtime and Call Out:

1. Employees requested to work in excess of their regularly scheduled work period shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Employees may request that compensatory time may be given in lieu of overtime. Compensatory time is recorded at a rate of one and one-half (1 ½) hours for each one (1) hour worked. Overtime and compensatory time will not be paid to part-time employees, unless they exceed the total hours defined in the regularly scheduled work period. Employee compensatory time requests shall be granted and compensatory time may be accrued up to a maximum of sixty (60) hours. Once an employee has acquired sixty hours of compensatory time, the employee will automatically receive overtime pay. The Employer will allow for compensatory time exceptions made by mutual agreement between the Sheriff and the individual employee.
  - a. In the event an employee is called to work after or before his shift, on a scheduled workday, the employee shall be paid overtime pay or compensatory time for the hours worked in excess of the regular shift. On an employee's day off a minimum of three (3) hours overtime pay will be paid or compensatory time given if the employee is called out with less than twenty-four (24) hours notice. All time starts upon reaching the duty station and ends upon leaving the duty station.
  - b. Exceptions to the overtime and call out provisions as per C. 1. a., above:
    - 1) Detectives - the minimum shall not apply to detectives. Detectives shall be paid according to Paragraph 1 above.
    - 2) Regular part-time employees will not be subject to the overtime rate.
  - c. If the Sheriff determines, in specific situations, that an employee must go to an on-call status as defined by the Fair Labor Standards Act, that employee will be compensated for his/her time.

2. Employees will be paid for all scheduled shifts at the regular hourly rate up to 2080 hours in a calendar year. 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 hours in excess of 2080. The Employer will include payment for these hours in the last pay period of the calendar year. Nothing in this section (XII C.2.) is intended to supersede, negate or alter any overtime or premium pay provisions described elsewhere in this agreement. For example, an employee working a 72 hour shift who is asked to attend a training on a day off will earn overtime or compensatory time for the training. Employees who account (through hours worked, compensatory time or use of sick and vacation accruals) for all their regularly scheduled hours in a pay period will receive the full value of their sick and vacation accruals and benefits. The County will implement this section effective January 1, 2008.
3. Extra Shifts - Call Back Procedures:  
When a vacancy occurs on a shift in a position such as detention officer or deputy sheriff, due to illness or other unexpected reason, the Sheriff shall fill that position by posting the opening in advance, when possible, through a shift vacancy sign up sheet or by calling a regular 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) to fill the vacancy. If the position cannot be filled by such means, the Sheriff shall ask whoever is available to fill the position for the post in question. In cases where the Sheriff has less than nine (9) hours' notice, the Sheriff shall ask whoever is available to fill the position and is not required to follow the above criteria for call back.
4. Shift Differential - The County will pay shift differential at the rate of .50 cents per hour , for personnel who work between the hours of 2300 and 0800 (Graveyard Shift). In addition, the County will pay shift differential at the rate of .25 cents per hour for personnel who work between the hours of 1500 and 2400 (Afternoon Shift).

The differential will not be paid for hours other than those of the above mentioned and assigned shift. Upon installation of the County's new computer payroll system the shift differential will be paid on an hourly basis instead of the converted per shift rate.

Any new, permanent shift established after the date of this order will be subject to joint review for the payment of differential pay by the Sheriff, County Human Resource Director, and Sheriff's Association.

D. On Call, Call Out and Call List

All employees of the Sheriff's Office are subject to callout and must respond if a disaster or emergency arises when contacted unless circumstances make it impossible to do so. Substation Deputies are subject to the same call out procedures as Helena Deputies.

Deputies assigned to substations: Substations deputies are considered "on-call" during their scheduled work week.

Some employees, specifically Investigators and deputies assigned to substations, are in on-call status when:

1. They are required to carry a cellular telephone, wear a pager, or have some other means by which they may be reached 24 hours a day; and
2. They MUST remain in close proximity to the area in which they work; and
3. They MUST respond to incidents based on the situation or direction from the Sheriff or his designee; and
4. On call status will not apply in the event of vacation, sickness, or other sanctioned leave.

Substation deputies, Investigators, Patrol Sergeants, 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 outlining who is on call on what days. The employee on-call is required to be available to receive calls.

The Sheriff may assign any employee or group of employees to be on call. No other employees are considered on-call unless specifically assigned to such duty by the Sheriff or his designee.

In addition, the County will maintain a 1-800 number and/or call forwarding for employees in the outlying areas. When these employees are off duty or out of the area, they will be able to forward the phone calls to the dispatch center or the Sergeants, depending on the County's ability to secure this type of service.

- E. Reimbursable Expenses - Employees required to use personal funds in the performance of their duties shall be reimbursed per diem and mileage at the rates provided for under the County claims policies.

- F. Relocation Expenses - When an employee is required by the Sheriff to relocate his/her residence within the county, such employee shall receive the benefit of a licensed professional mover selected by the Sheriff and at the County's expense. Alternatively, the employee may solicit a quote from a licensed professional moving service and submit receipts for proof of expenses in a total amount less than the quote.
- G. Work of Higher Classification – Whenever an employee is temporarily appointed by the Sheriff as an acting Sergeant or Detention Supervisor and is required to perform the duties of a higher paid classification, they will have the option of being paid at the higher pay rate or retaining their current rank and rate while performing these duties. If a member of the Association is temporarily appointed to a position outside the scope of this agreement, and chooses to remain a member of the Association, they will remain subject to all language in the contract.
- H. Longevity Pay
1. Sworn Personnel - Sworn Personnel shall receive longevity pay pursuant to statutory provisions. (See Addendum A attached.)
  2. Non-sworn Personnel - Beginning on the date of his/her first anniversary after 7/1/89, of employment with the Sheriff's Office and adjusted annually thereafter, a non-sworn employee is entitled to receive a longevity payment in accordance with Addendum A, attached. Only those years of service as a non-sworn employee will be used in computations. 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.

Years of service during any year in which wages are frozen will not be included in any calculation of longevity increases. Longevity increases may be restored when the county governing body, in any subsequent fiscal year, restores one (1) or more years of annual cost of living increments withheld for deputy sheriffs pursuant to MCA 7-7-2504(2).

- I. Clothing Allowance:
1. The Sheriff/County shall provide and maintain required uniforms for employees within the specifications determined by the Sheriff. The Sheriff/County shall replace and/or repair such required uniforms when damaged, torn, or through normal wear through the course of duty.
  2. The employee is required to surrender his/her uniform upon termination from the Sheriff's Office.
- J. Reserve Deputies - The parties hereto agree that reserve deputies will be used by the Sheriff pursuant to the Montana Code Annotated, provided, however, that reserve deputies will not be used to the displacement of a regular employee.

During the term of the collective bargaining agreement, 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.

In the event that the Reserves request help from the Regular status sworn officers to fulfill contract obligations, the sworn officers will be compensated by the County in accordance with the provisions of the collective bargaining agreement. Shifts that the Reserves request is filled by the Regular status sworn officers will be on a first come first served basis and without regard to seniority. Normal overtime approval procedures, which include approval by the Operations Captain will apply.

- K. Employer will provide one paid day off for Field Training Officers for each phase of training required.

### **ARTICLE XIII- STRIKES AND LOCKOUTS**

During the term of this Agreement, the employees shall not strike against the County and the County shall not shut out the employees for any reason.

### **ARTICLE XIV - SAVINGS CLAUSE**

- A. Savings Clause - Should any article, section, or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree to immediately negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this agreement, and the agreement as a whole, shall continue without interruption for the term hereof.
- B. Funding - The parties recognize that revenue needed to fund the wages and benefits provided by this agreement must be approved annually by established budget procedures. The total of all such wages and benefits are, therefore, contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the total of wages and benefits specified in this agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. The County budgeting process is not subject to the grievance provision contained within this agreement.

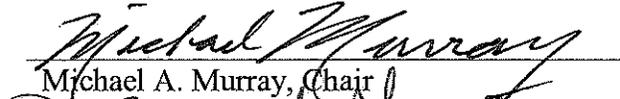
## ARTICLE XV - TERM OF AGREEMENT

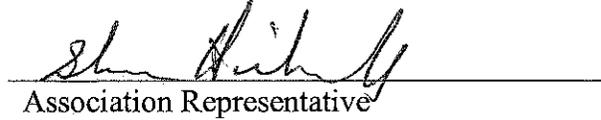
- A. This Agreement is effective from July 1, 2013 and shall continue in full force and effect until the 30th day of June 2015. If either party desires to open negotiations to continue and/or amend this agreement, they shall give notice to the other party not later than April 1, 2015. Negotiations will commence by May 1, 2015, to consider and negotiate other proposals by both parties for a new agreement.
- B. Once the Association has given notice to open negotiations, the County will respond in writing to the Association with times they wish to discuss within thirty (30) days after receipt of the Association letter. Items to be negotiated shall be limited to those set forth in the opening letters, unless either party submits a written addendum to the other at least two weeks prior to the first negotiation session.
- C. This Agreement constitutes the entire Agreement between the parties and no verbal statements or past practices shall supersede any of its provision. Any amendment supplemental hereto shall 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.

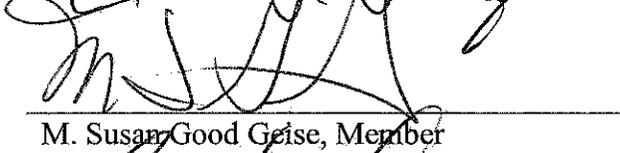
IN WITNESS HEREOF, we have hereunto set our hands on the 29 day of  
October, 2013:

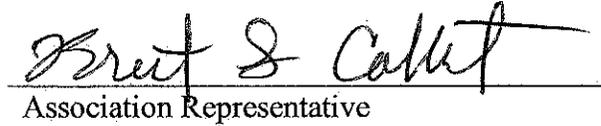
**BOARD OF COUNTY COMMISSIONERS  
LEWIS AND CLARK COUNTY**

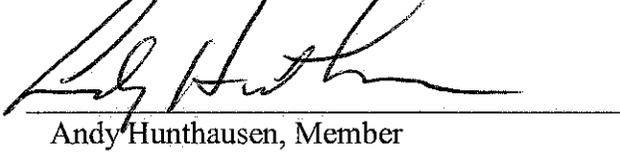
**LEWIS AND CLARK COUNTY  
SHERIFF ASSOCIATION**

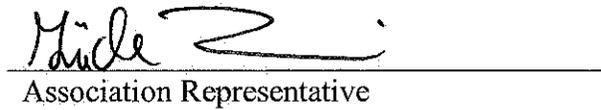
  
Michael A. Murray, Chair

  
Association Representative

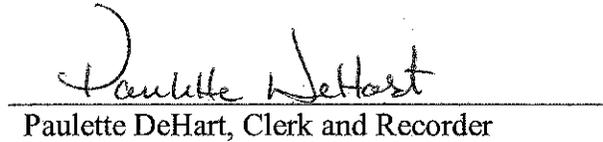
  
M. Susan Good Geise, Member

  
Association Representative

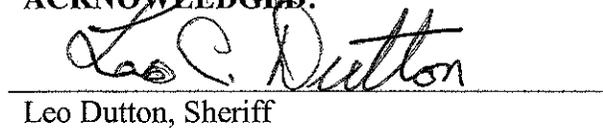
  
Andy Hunthausen, Member

  
Association Representative

**ATTEST:**

  
Paulette DeHart, Clerk and Recorder

**ACKNOWLEDGED:**

  
Leo Dutton, Sheriff

## Appendix A: Wages Sworn Officers

### Sheriff's Office Pay Schedule FY'14

Rank		Annual Sal	Additional Sal	Hourly Rate	Total Annual
Sheriff	100%	68,543	2,000.00	33.91	70,543
Undersheriff	95%	65,115	1,900	32.22	67,015
Captain	90%	61,688	1,800	30.52	63,488
Sergeant	86%	58,947	1,720	29.17	60,667
Patrolman I	82%	56,205	1,640	27.81	57,845
Patrolman II	78%	53,463	1,560	26.45	55,023
Patrolman III	76%	52,092	1,520	25.78	53,612
Patrolman Prob	74%	50,722	1,480	25.10	52,202

#### Longevity

Years of Service	Patrolman III	Patrolman II	Patrolman I	Sergeant	Investigator/ Captain	Undersheriff	Sheriff
1	20.62	21.16	22.25	23.33	24.42	25.78	26.36
2	41.24	42.33	44.50	46.67	48.84	51.55	52.73
3	61.86	63.49	66.74	70.00	73.26	77.33	79.09
4	82.48	84.65	88.99	93.33	97.67	103.10	105.45
5	103.10	105.81	111.24	116.67	122.09	128.88	131.81
6	123.72	126.98	133.49	140.00	146.51	154.65	158.18
7	144.34	148.14	155.74	163.33	170.93	180.43	184.54
8	164.96	169.30	177.98	186.67	195.35	206.20	210.90
9	185.58	190.46	200.23	210.00	219.77	231.98	237.26
10	206.20	211.63	222.48	233.33	244.19	257.75	263.63
11	226.82	232.79	244.73	256.67	268.60	283.53	289.99
12	247.44	253.95	266.98	280.00	293.02	309.30	316.35
13	268.06	275.12	289.22	303.33	317.44	335.08	342.71
14	288.68	296.28	311.47	326.67	341.86	360.85	369.08
15	309.30	317.44	333.72	350.00	366.28	386.63	395.44
16	329.92	338.60	355.97	373.33	390.70	412.40	421.80
17	350.54	359.77	378.22	396.67	415.12	438.18	448.16
18	371.16	380.93	400.46	420.00	439.53	463.95	474.53
19	391.78	402.09	422.71	443.33	463.95	489.73	500.89
20	412.40	423.28	444.96	466.67	488.37	515.50	527.25
21	433.02	444.42	467.21	490.00	512.79	541.28	553.61
22	453.64	465.58	489.46	513.33	537.21	567.05	579.98
23	474.26	486.74	511.71	536.67	561.63	592.83	606.34
24	494.88	507.91	533.95	560.00	586.05	618.60	632.70
25	515.50	529.07	556.20	583.33	610.46	644.38	659.06
26	536.12	550.23	578.45	606.67	634.88	670.15	685.43
27	556.74	571.39	600.70	630.00	659.30	695.93	711.79
28	577.36	592.56	622.95	653.33	683.72	721.70	738.15
29	597.98	613.72	645.19	676.67	708.14	747.48	764.51
30	618.60	634.88	667.44	700.00	732.56	773.26	790.88
31	639.22	656.05	689.69	723.33	756.98	799.03	817.24
32	659.84	677.21	711.94	746.67	781.39	824.81	843.60

**Appendix A:Wages  
Non-Sworn Personnel**

Lewis and Clark County Non Sworn Sheriff's Office Pay Schedule - FY14 June 16, 2013									
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	14.34	14.76	15.18	15.61	16.03	16.45	16.87	Administrative Assistant I	
9	15.06	15.50	15.94	16.39	16.83	17.27	17.71		
10	15.81	16.28	16.74	17.21	17.67	18.14	18.60	Administrative Assistant II Administrative Assistant II-HIDTA Animal Control Officer	
11	16.60	17.09	17.58	18.07	18.55	19.04	19.53	Accounting Technician Detention Officer	
	16.60	17.09	17.58	18.07	18.55	19.04	19.53	LPN I	
12	17.43	17.94	18.46	18.97	19.48	19.99	20.51	Civil Office Manager Detention Corporal	
	17.43	17.94	18.46	18.97	19.48	19.99	20.51	Evidence Technician	
13	18.30	18.84	19.38	19.92	20.46	20.99	21.53		
14	19.22	19.78	20.35	20.91	21.48	22.04	22.61		
15		20.77	21.37	21.96	22.55	23.15	23.74	Detention Sergeant	
16	21.19	21.81	22.43	23.06	23.68	24.30	24.93		
17	22.25	22.90	23.56	24.21	24.86	25.52	26.17		
18	23.36	24.05	24.73	25.42	26.11	26.79	27.48		
19	24.53	25.25	25.97	26.69	27.41	28.13	28.86	RN	

**FY '15**

1. Matrix for non sworn employees will be multiplied by percentage determined by Board of County Commissioners and applied to non-represented County employees.
2. 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.
3. Matrix for sworn personnel will be determined by the Sheriff's salary as set by the County Compensation Board.