AGREEMENT

BETWEEN

LEWIS AND CLARK COUNTY, STATE OF MONTANA

AND

LABORERS INTERNATIONAL UNION OF NORTH AMERICA LOCAL #1686

JULY 1, 2016 THROUGH JUNE 30, 2018

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ARTICLE 1 - RECOGNITION/UNION REPRESENTATION

1. This Agreement, made and entered into this _____ day of July 2016, by and between the County of Lewis and Clark of the State of Montana, hereinafter referred to as the **EMPLOYER** and Laborers International Union of North America, Local #1686, hereinafter referred to the **UNION**, for the purpose of promoting and improving the relations between the **EMPLOYER**, its employees and the UNION; all of which the parties hereto believe and affirm will insure to the welfare and benefit of all of the people of Lewis and Clark County, State of Montana.

2. The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for all Regular, Seasonal and Temporary status County employees working at least twenty (20) hours per week in any division of the County Treasurer's/Clerk and Recorders Office, Justice Court, Clerk of District Court and Public Works Department Building Maintenance division, excluding all management employees, supervisory employees, and confidential employees.

3. This contract defines the wages and working conditions for all members. However, if the contract is silent on any particular issue, members should refer to the Lewis and Clark County Personnel Policy Manual.

ARTICLE 2 - DEFINITIONS

Regular Status Employee: shall mean one who has completed the probationary period and who is hired without a predetermined end date of employment.

Seasonal Status Employee: shall mean regular status employee who is designated as seasonal, who performs duties interrupted by the seasons, and who may be recalled without the loss of rights or benefits accrued during the preceding season.

Temporary Status Employee: shall mean an employee who (a) is designated as temporary for a definite period of time not to exceed 12 months; (b) performs temporary duties or permanent duties on a temporary basis;(c) is not eligible for regular status; (d) is terminated at the end of the employment period; and (e) is not eligible to become a regular status employee without a competitive selection process.

Full-time Employee: shall mean an employee who is scheduled to work forty (40) hours per week.

Part-time Employee: shall mean an employee who is scheduled to work less than forty (40) hours per week.

Anniversary Date: the date an employee is hired. This date is used to compute benefits.

Immediate Family: An employee's spouse and any member of the employee's household, or any parent, child, grandparent, grandchild, or corresponding in –law.**Division:** shall mean a subunit of a department with a common function or purpose, such as the Elections Division, Motor Vehicle Division or Records Division of the Clerk and Recorder's/Treasurer's Office.

ARTICLE 3 - PROTECTION FOR UNION ACTIVITIES

The EMPLOYER agrees not to discriminate against any employee or group of employees with respect to their lawful participation in UNION activities as outlined in the Montana Collective Bargaining Act for Public Employees. (Title 39, Chapter 31 MCA)

ARTICLE 4 - NON-DISCRIMINATION

It is the policy of the EMPLOYER and the UNION to ensure that all employees and all applicants for employment are treated equally without regard to their race, color, religion, national origin, age, marital status, ancestry, political beliefs, physical and/or mental disability, or sex; unless and/or physical and/or mental disability relates to a bona fide occupational requirement. Such action to implement this policy shall include: employment, promotion, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including on-the-job training. For the purposes of this agreement, the UNION and the EMPLOYER agree to use the EMPLOYER'S discrimination and sexual harassment claim procedure as the sole remedy for addressing formal complaints of illegal workplace and employment discrimination.

ARTICLE 5 - MANAGEMENT RIGHTS

1. The UNION shall recognize the prerogatives of the EMPLOYER to manage, direct, and control its business in all particulars, in such areas, but not limited to:

   A. directing employees;

   B. hiring, promoting, transferring, assigning and retaining employees;

   C. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or non-productive;

   D. maintaining the efficiency of government operations;

   E. determining the methods, means, job classifications and personnel by which the (agency) operations are to be conducted;

   F. taking whatever actions may be necessary to carry out the missions of the (agency) in situations of emergency;

   G. establishing the methods and processes by which work is performed.

All rights are retained by the EMPLOYER unless such rights are expressly and specifically modified or waived by the terms of this Agreement.

ARTICLE 6 - UNION SECURITY/CHECKOFF

1. A. Any present or future employee subject to this Agreement who is not a UNION member and who does not make application for membership within thirty (30) calendar days shall as a condition of employment pay to the UNION a service charge as a contribution toward the administration of this Agreement in an amount equal to the initiation fee and monthly dues. Newly hired employees shall be allowed thirty (30) calendar days in which to comply with this requirement. Employees who fail to comply with this requirement shall be discharged by the EMPLOYER within seven (7) calendar days after receipt of written notice by the UNION. Temporary employees shall be covered by the collective bargaining unit agreement, subject to all fees as outlined, if they are hired for a period of more than forty-five (45) working days.

   B. The UNION shall communicate to the EMPLOYER the initiation fees and dues for employees working 40 hours, 30 hours and 20 hours per week. This is to allow the EMPLOYER to inform prospective employees of these fees.

2. The EMPLOYER agrees to accept and honor voluntary written assignments of UNION dues and initiation fees and deduct same from wages or salaries due and owing employees covered by this Agreement and shall remit such deductions to the UNION.

3. An employee may revoke in writing at any time his/her authorization for dues deduction.

4. The Laborers' International UNION of North America and Local #1686 will indemnify and hold the EMPLOYER harmless against any claim and against any suit instituted against the EMPLOYER including all costs of defense thereof as a result of the application of this provision by the EMPLOYER.

ARTICLE 7 - UNION ACTIVITY

1. The authorized and credentialed representative of the UNION having jurisdiction over matters covered by this Agreement shall be allowed admission to the workplace to take care of business which could not be taken care of during non-working hours provided, however, that they receive permission from the elected official or department head.

2. Up to four (4) stewards may be appointed for the bargaining unit if it is deemed necessary by Local #1686. A reasonable amount of time and access, as determined by the Supervisor, shall be allowed by the EMPLOYER for the appointed stewards to conduct their duties.

3. The UNION will provide the EMPLOYER with the names of stewards each year on July 1. The UNION will provide the names of successor stewards within 14 days of their appointment.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

1. The workweek shall be defined as 12:00 a.m., Sunday, through 11:59 p.m., Saturday.

2. Hours worked shall include those hours where the employee is suffered or permitted to work for the EMPLOYER.

3. Forty (40) hours per week shall constitute a week's work. All hours worked over forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. Nothing in this Agreement shall be construed as a guarantee of a minimum number of hours (see Article I, Section 2. C.). Employees may not use accrued leave or compensatory time to put themselves into an overtime situation.

   Holiday hours shall be counted as hours worked in computing the forty (40) hours work week for the purpose of calculating overtime and compensatory time.

   The EMPLOYER will provide an additional one (1) hour break without pay for every four hours worked beyond the eight-hour day.

4. No split shift will be allowed unless the affected employee(s) and UNION agree.

5. Lunch periods will be a minimum of thirty (30) minutes and up to one (1) hour in duration without pay. Employees will also be given one (1) fifteen (15) minute rest break with pay in the first and second half of an eight-hour shift. Employees will not be required to work over five (5) consecutive hours without a lunch break, unless mutually agreed upon. During the term of this agreement and upon mutual agreement between the employee and EMPLOYER on a yearly basis thereafter, employee may elect to waive the lunch period.

6. In the event that an employee is called back to work, the employee shall receive at least two (2) hours straight time plus overtime pay if applicable under paragraph 3 of this Article. Employees called in on their regularly scheduled day off shall be guaranteed two (2) hours of work at an overtime rate of pay.

7. Compensatory time:

   A. Any employee who is required to perform duties in excess of forty (40) hours in a workweek may receive compensatory time at the rate of one and one-half (1½) hours for every one (1) hour worked in excess of forty (40). Employees must have permission from the supervision before accruing compensatory hours. Compensatory time may be accumulated to a maximum of forty (40) hours. After reaching forty (40) hours of accrued compensatory time, employee will automatically be paid for overtime worked.

   B. It is the employee's responsibility to notify the department head and/or supervisor of all compensatory time earned as well as marking said hours on his/her regular time sheet.

   C. The use of compensatory time will be scheduled with the consideration of the needs of the applicable office.

7. On-Call and Call Out

A. Hours and Procedures

1). Employees may be required to be on-call. This on-call duty will be assigned by the supervisor, department head, and/or elected official. This assignment will be made on mutual agreement between the employee and supervisor. The assignment will be on a rotating basis starting with the most senior qualified employee. If no qualified employee is willing to be on call the supervisor will assign the on call duty to the least senior qualified employee. In an effort to ensure the least senior qualified employee is not always on call when all qualified employees refuse call, the supervisor will maintain a call list and will assign calls on a rotating basis, beginning with the least senior, moving to the next least senior on the second on-call assignment, the third least senior on the third on-call assignment, etc. The individual assigned to call after all employees refuse cannot refuse to take the assignment.

2). The on-call employee will carry a department issued pager and may have access to a cellular phone, a vehicle, and other equipment determined necessary to perform their duties.

B. Compensation

1). The EMPLOYER will pay $1.00 per hour for each hour the employee is on-call.

2). If an employee receives a phone call at home, they will be given a minimum of one (1) hour pay at the regular rate of pay. If the employee is required to leave their home, they will be given two (2) hours pay. Hours shall be recorded as regular hours worked, unless the employee has already completed the forty (40) hour workweek, then hours shall be recorded as overtime and/or compensatory time.

3). No employee is considered on-call or eligible for the above reimbursements, unless so assigned by the supervisor.

4). The Clerk of Court may designate a Deputy Clerk to be on-call over the weekend before a trial is scheduled to begin to dismiss a summoned jury. The Clerk will designate the Judge's assigned Deputy Clerk to be on-call. If the assigned Deputy Clerk is unavailable, the Clerk will assign the on call following the procedure outlined in subsection A.1) of this section. The on call employee will receive $1.00 per hour for the hours they are on call, which shall be from 5:00 p.m. on Friday to 7:59 a.m. on Monday for a total of 63 hours.

C. Call-Out for Employees NOT On-Call

If an employee is contacted, is not the employee on-call, and responds to the call, the responding employee must complete a call out incident report. The time spent responding

to the emergency call shall be recorded as time worked on an hour-for-hour basis. An employee who is not assigned to on-call shall status may not work in excess of forty (40) hours per week without prior approval from the supervisor.

ARTICLE 9 - WAGES, LONGEVITY, JOB AUDITS

1. All wages rules and implementation procedures are listed in Addendum A. Addendum B contains the pay matrix and pay grade assignments.

2. Employees who work a shift, which is regularly scheduled between the hours of 2:00 p.m. and 12:01 a.m., will receive a shift differential for hours worked between these times of twenty-five cents ($.25) per hour.

3. A. An employee shall receive longevity after he/she has worked six (6) years of uninterrupted service

   B. Longevity shall be paid in a lump sum beginning with the first regular paycheck after the employee achieves six (6) years of service and each anniversary thereafter. Longevity amounts are contained in Addendum A, Wages and Pay Rules.

   C. Part-time employees will receive pro-rated longevity amount based upon the individual employee's annual work hours.

4. No employee shall receive a reduction in pay because of an error in this Agreement when it is signed.

5. Employees may request a position audit from the department head when changes in the employee's job duties and responsibilities significantly alter the nature of the job. The audit shall be conducted by the County HR Director and shall follow the procedures outlined in the County Personnel Policy Manual. Any change in position description or pay must be approved by the County Commissioners.

6. Differential Pay Provision: Employees performing job duties for four (4) or more hours (during a given work day) in a position in a higher pay grade shall receive the pay of that position for the hours actually worked in the higher classification, except as under conditions described under 7. below. Differential pay will be calculated using the pay matrix in Addendum B, Pay Matrix.

7. Employees who request on the job training and experience to perform the duties and responsibilities required for a position that is subject to an approved internal promotion shall not receive differential pay when performing such training and duties for the first eighty (80) hours of training.

8. Employees shall be paid on a biweekly basis.

ARTICLE 10 - PROBATIONARY PERIOD, SENIORITY, AND APPOINTMENT PROCEDURE

1. Each new employee shall be subject to a probationary period. The probationary period shall be

six (6) months from the date of employment. The employee shall earn accruals during the probationary period. If the EMPLOYER determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the EMPLOYER to the employee.

2. A. The EMPLOYER shall follow the practice of recognizing seniority rights when hiring, making promotions or effecting lay-offs or demotions that are not for cause, where relevant job related knowledge, skills and abilities are equal. Seniority rights in hiring shall not transfer to other departments or separate divisions within departments.

   B. Upon written request, the EMPLOYER shall prepare a seniority roster for the UNION representative.

   C. Continuous County employment (longevity) shall be calculated separately from time in a particular division (seniority).

3. In cases of budgetary shortfall(s) only during a fiscal year (7/1 - 6/30), when the department head decides to lay off employee(s) or reduce the number of hours worked by the employee(s), the EMPLOYER shall first lay off or reduce the hours of the least senior employee(s) in the division.

   A. Except in cases of emergency, the EMPLOYER shall give thirty (30) calendar days notice to any employee who will be laid off or who will have his/her hours reduced.

   B. When an employee is laid off, or has hours reduced and where there is an open position in another department or division covered by this agreement, the laid-off employee shall have the opportunity to fill that open position if they are qualified for and make application for the position.

   C. If there is no open position, the employees whose positions have been eliminated shall have seniority rights which shall prevail, in the first instance, in claiming bargaining unit positions of the least senior employee(s) in the same division, and, in the second instance, in the department that contains the division experiencing the lay offs. In order to claim a position, the more senior employee must present credentials that he/she has job-related knowledge, skills and abilities equivalent to those of employees holding those positions.

4. Vacant and new positions that the department head desires to fill shall be posted as follows:

   A. Positions shall be posted in the division where the vacancy occurs for five (5) days. Initial posting of entry level positions may be posted unit-wide and simultaneously outside the unit.

   B. If no qualified applicants apply for the initial posting, the department head shall open and post the position unit wide and/or outside the department.

   C. The EMPLOYER shall make reasonable efforts to hire qualified internal candidates from the division or department where the vacancy occurs to fill open positions. If two or more internal applicants from the division where the vacancy occurs are the best qualified

candidates for an open position, seniority in the division will be the deciding factor.

5. Appointments of current members of the bargaining unit to a new or vacant position covered by this agreement shall be subject to the following:

   A. Current members of the unit appointed to new or vacant positions shall have the right to return to their previous position up to and including fifteen (15) working days after starting employment at the new position.

   B. Employees appointed to new or vacant positions within their division shall be subjected to a training period of thirty (30) working days or less, to be determined by the EMPLOYER. If the appointment results in a grade increase, the pay will be adjusted according to the pay rules outlined in Addendum A.

   C. Employees appointed to new or vacant positions in a division other than the one in which they are presently employed shall serve a training period for no more than thirty (30) working days. If the EMPLOYER determines during the thirty (30) working days period that an employee's job performance is not satisfactory and the employee is released from that position, the employee shall be re-employed in a position in their former division, if there is a position open for which they are qualified.

   D. When there is no position open in their former division for which they are qualified, the employee shall be offered the first job position opening within the bargaining unit that the employee makes application for and for which he/she is qualified, for a period not to exceed one hundred eighty (180) calendar days. It is understood that an employee who is on layoff status in accordance with this paragraph will be given first consideration for filling positions as described in paragraphs 2(A) and 3(B) and (C) of this Article provided that the employee makes application for and is qualified for the position.

6. If a division is reorganized and employees' positions are eliminated, the employees whose positions are eliminated shall have seniority rights which shall prevail, in the first instance, in claiming bargaining unit positions of the least senior employee(s) in the same division, and, in the second instance, in the department that contains the reorganized division. In order to claim a position, the more senior employee must present credentials that he/she has job-related knowledge, skills and abilities equivalent to those of employees holding those positions.

   In cases of layoffs or recalls, seniority shall prevail for bargaining unit positions in each division. Employees who exercise seniority under this provision shall claim positions occupied by the individual who has the least seniority in the division.

7. Bargaining unit position openings will be filled by following the County's recruitment and selection procedures.

8. The EMPLOYER shall notify the UNION any time a Temporary status appointment exceeds six (6) months in duration. The parties shall meet to discuss and agree to the extension of such Temporary appointment beyond six (6) months.

ARTICLE 11 - ORIENTATION AND TRAINING

1. New employees will be provided with orientation to the basic functions of the job. Orientation provided will be determined by the EMPLOYER based upon the needs and available resources.

2. Any full-time employee who wishes to take courses related to their work may apply for cost reimbursement for such training. The EMPLOYER will determine whether or not reimbursement is made based upon department priorities and budget considerations. The EMPLOYER will attempt to offer courses on a rotating basis, starting with the most senior employee within each job classification.

ARTICLE 12 - HEALTH BENEFIT

1. The EMPLOYER shall contribute up to seven hundred and twenty-five dollars ($725) or the contribution amount for a single employee adopted by the Board of County Commissioners, whichever is less, for Health Benefit Plan coverage all Regular full-time employees (scheduled for 80 hours per pay period). Regular part-time employees scheduled to work 40 hours or more per pay period shall receive a health benefit contribution based upon the number of hours worked (prorated). In the second year, the single employee health plan contribution will be adjusted by the amount adopted by the Board of County Commissioners.

   Employees enrolled in the health plan will be responsible for dependent health premiums and a fifty ($50) dollar premium which may be reduced through participation in the Health Benefit Plan Wellness screenings and by meeting wellness targets or alternatives.

2. The EMPLOYER shall allow an employee to continue on the current County health benefit plan for a period of time after termination as specified under current COBRA regulations, other than for cause. In case of reduction of force, the EMPLOYER shall pay for the first two (2) months of the premium that the EMPLOYER would regularly pay.

3. The UNION shall provide the Human Resource Office with written notice of the name of an employee member and an alternate member to serve on the Benefits Committee.

4. Retirement Health Plan Benefit

   The County will contribute the full amount for the employee's health plan coverage for the first six (6) months following the effective date of retirement. This benefit is offered, subject to the following conditions:

   1. The retiring employee has twenty (20) years or more of continuous service with Lewis and Clark County, and

   2. The retiring employee must qualify and retire in accordance with PERS, SRS or TRS rules.

ARTICLE 13 - SICK LEAVE

1. Regular, Seasonal and Temporary full-time employees shall accrue sick leave at the rate of .04615 x the number of hours worked, not to exceed 12 working days/ 96 hours per each year of service.

2. Regular, Seasonal and Temporary part-time employees accrue sick leave benefits at the same rate as full-time employees and may use accrued sick leave after working the qualifying ninety (90) day period.

3. 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 shall be computed on the basis of the employee's wages at the time he/she terminates his/her employment with the EMPLOYER provided the employee has met the qualifying period. .

4. EMPLOYER may require medical certification to confirm the appropriate use of sick leave, including the need to care for an ill or injured immediate family member. A licensed physician, or another licensed health care provider competent to treat and diagnose the particular illness or condition, must provide medical certification. All required medical certifications or examinations must be job-related and consistent with business necessity.

5. Any abuse of sick leave will result in loss of sick leave pay and constitute grounds for discharge and forfeiture of the lump sum payments provided herein.

    a. Sick leave abuse occurs when an employee uses sick leave for unauthorized purposes or misrepresents the actual reason for charging an absence to sick leave. Sick leave abuse is cause for dismissal and forfeiture of the lump-sum payment (2-18-618, MCA).

    b. Abuse also may occur when an employee establishes a pattern of sick leave usage over a period of time. Chronic, persistent, or patterned use of sick leave may be subject to progressive discipline.

    c. Any charges of sick leave abuse that result in an employee's dismissal and forfeiture of the lump-sum payment are subject to the appropriate grievance procedure.

6. An employee may use his/her sick leave to take care of sick members of the immediate family as outlined in Lewis and Clark County Policies and Procedure Manual.

7. Should an employee become ill during his/her vacation, the EMPLOYER agrees that the employee may take sick leave for the period of his/her illness in lieu of vacation leave upon the condition that a doctor's written verification of the illness is provided the EMPLOYER, if requested.

8. An employee may not accrue sick leave credits during a continuous leave of absence without pay.

ARTICLE 14 - VACATION

1. Each Regular, Seasonal and Temporary full-time employee of the EMPLOYER is entitled to and shall earn annual vacation leave credits from the first day of employment. Proportionate vacation leave credit shall be earned and credited at the end of each pay period. Employees shall 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 shall be earned in accordance with the following schedule:

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

3. Regular, Seasonal and Temporary part-time employees receive prorated annual vacation accruals. Vacation leave hours are accrued according to the table below:

Years of Employment	Hourly Rate of Accrual
0-10 years	.058 x no. hours
10-15 years	.069 x no. hours
15-20 years	.081 x no. hours
20 on	.092 x no. hours

4. Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited and the employee's supervisor denies the request, the excess vacation leave is not forfeited and the EMPLOYER shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited.

5. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

6. Vacation leave requests shall be granted on a seniority basis.

   Vacations shall be scheduled on a "first come, first served" basis. Use of vacation time shall be scheduled by the employee and the department head. Employees must request, in writing, all vacation leave under this provision, a minimum of 48 hours prior to taking the time off. If the department head decides to not grant a request, the department head must state the reasons in writing before the time the vacation was to begin. The department head shall not unreasonably deny the use of any accrued vacation time under this paragraph.

7. An employee who voluntarily terminates employment shall receive their regular paycheck at the regular pay date for the pay period in which said employee terminates. The County shall make an

effort to issue a separate check at the same time for all unused vacation hours, provided the employee has met the probationary provisions of this Article.

ARTICLE 15 - MISCELLANEOUS AND JURY DUTY LEAVE

1. Leave of absence without pay is an **unpaid leave status authorized by the department head and the Human Resource Director**. An employee may be allowed to request and take a leave of absence without pay at the department head's discretion.

   Leave of absence without pay for situations in excess of thirty (30) calendar days shall be granted only with the approval of the employee's department head and the Human Resource Director. Absence from work does not constitute an authorized leave of absence without pay.

2. 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.

3. An employee under summons for jury duty or under a subpoena for witness duty for other than work-related cases will be granted leave in accordance with Montana state law. The employee shall be entitled to all fees paid by the court if the employee uses vacation accruals or compensatory time. If the employee decides to claim the time as regular hours worked, then the jury/witness fees shall be forwarded to the elected official or department head for reimbursement to their budgets. In no instance is an employee required to remit to the EMPLOYER any expense or mileage allowance paid to him/her by the court.

4. Bereavement leave is available for employees to attend the funeral of a member of the immediate family. The EMPLOYER shall grant three (3) days of leave with pay for funeral leave. Employee may extend leave using sick or vacation accruals.

ARTICLE 16 - PARENTAL LEAVE

1. The County shall grant a leave of absence without pay for pregnancy or the birth of a child for any Regular or Seasonal status employee. Parental leave shall be authorized for a period of up to 60 calendar days and shall be subject to the same terms and conditions as a leave of absence without pay. Parental leave may be extended with written approval of the department head and Human Resource Director.

2. The commencement date and return date shall be determined by the EMPLOYER taking into consideration the following:

   A. The desires of the employee;
   B. The continuity of the employee's job;
   C. The state of the employee's health upon the ability to perform the job;
   D. Written statements, if any, by the employee's physician;
   E. Any other relevant criteria.

3. The employee shall be notified of the EMPLOYER'S action on the parental leave request.

4. Any parental leaves of absence granted under this section may be charged against accrued sick leave, vacation or authorized leave without pay. While an employee is on parental leave, the County's contribution to health, dental, vision, and life insurance plans stop unless the leave is in conjunction with family and medical leave provisions. Employees on authorized parental leave shall make arrangements with the Human Resource Office staff to make health, dental and vision benefit plan contributions.

5. Employees using leave of absence without pay for parental leave who have signified on the request for leave that they have an intention to return to work at the end of the agreed to leave time shall be reinstated to the original job, or to an equivalent position with equivalent pay if and when the employee is physically able to return to work as certified by a licensed physician.

6. In addition, parental leave shall be granted in accordance with the Family and Medical Leave Act (for more information, see Lewis and Clark County Policies and Procedures Manual).

ARTICLE 17 – FAMILY AND MEDICAL LEAVE

1. The EMPLOYER will comply with the Family Medical Leave Act.

ARTICLE 18 - HOLIDAYS

1. Employees shall be granted those paid holidays as provided by state law (1-1-216 and 2-18-603, MCA).

2. Regular, Seasonal and Temporary full time employees who are scheduled for a day off on a day which is observed as a legal holiday shall be entitled to receive a day off on either the day preceding the holiday or the day following, whichever allows a day off in addition to the employee's regularly scheduled days off.

3 Regular, Seasonal and Temporary part-time employees shall be granted holidays on a prorated basis. Part-time employees will receive holiday pay based on the regularly scheduled work hours. To determine the number of paid holiday hours, take the regular number of work hours in a pay period and divide by ten (10).

4. Should an employee be required to work any of the holidays specified in this section, he/she will be paid at the rate of one and one-half (1-1/2) times their regular rate of pay in addition to holiday pay. Holiday pay is defined as an employee's regular rate of pay.

5. If EMPLOYER requires employee to work a 4-10 work schedule, EMPLOYER shall pay employee 10 hours of holiday pay on legal holidays.

ARTICLE 19 - PERS RETIREMENT

1. The EMPLOYER shall pay the appropriate percentage contribution into the state PERS retirement program on behalf of each employee in the unit.

2. The EMPLOYER will submit to the Public Employees' Retirement System the employee's request for withdrawal with the last monthly PERS report that the employee's name appears on, provided the employee has submitted a withdrawal form to the Human Resource Office.

ARTICLE 20 - TRAVEL REIMBURSEMENT

1. Employees who are required to travel on County business by their department head will be reimbursed for travel expenses in accordance with County reimbursement policy.

2. The EMPLOYER shall either furnish employees with an advance in a timely fashion, in warrant form, in accordance with the County's policies on advances, or furnish employees with a credit card for per diem, lodging and gasoline.

ARTICLE 21 - DISCIPLINARY ACTION

1. The EMPLOYER agrees to follow a policy of progressive discipline which typically will include the following progression:

   (A) Verbal warning
   (B) Written warning
   (C) Suspension,
   (D) Discharge.

   It is understood that the EMPLOYER may implement discipline at any of the four levels above, provided the discipline is appropriate to the seriousness of the offense.

2. The EMPLOYER may discharge any Regular or Seasonal status employee for just cause. Prior to a suspension without pay, involuntary demotion, or involuntary termination (dismissal) when just cause is required, Regular and Seasonal status employees are entitled to oral or written notice of the charges against him (or her), an explanation of the EMPLOYER'S investigation and evidence, and an opportunity to present contrary evidence or facts. [Also see Article 22, Section 2. E., below].

3. Should a Regular or Seasonal status employee's performance be unsatisfactory or deficient, an employee shall be issued a written warning specifying the employee's deficiencies. The warning letter shall specify the length of time, if any, that the warning letter will stay in an employee's personnel file. Six months from the date of the letter, and every six (6) months thereafter, the employee can make a written request to the supervisor to have the letter removed from the file. Such letter, length of time the letter will remain in the personnel file, and the supervisor's decision are all subject to the grievance procedure.

4. Any non-probationary Regular or Seasonal status employee who is suspended or dismissed shall have the right to appeal the action solely and exclusively through the grievance procedure. Also see Article 22, paragraph 2. E.

5. Employees may request a copy of items placed in their personnel file, may insert items to respond to items in the file and will have the right to grieve documents which the employee thinks are

incorrect and/or thinks management action is not justified.

6. Each employee shall be permitted to inspect his/her personnel file or designate in writing what other individuals may be permitted to inspect the personnel file.

ARTICLE 22 - GRIEVANCE PROCEDURE

1. A grievance shall mean an allegation by an employee of the UNION resulting in a dispute or disagreement between the employee and the EMPLOYER as to an alleged misinterpretation of misapplication of the expressed terms and conditions of this Agreement. It is understood that this definition includes the right to grieve over allegations that an employee's pay level is not in accordance with the negotiated rate for the position which he/she occupies.

2. Definitions and Interpretations

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

   B. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

   C. 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 legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.

   D. 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.

   E. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is presented to the department head in writing, setting forth the facts and the specific provision of the Agreement allegedly violated, and the particular relief sought within ten (10) working days from the date the individual should have been reasonably aware that a grievance had occurred. In cases of discharge or suspension the employee or the UNION will have ten (10) days to file a grievance. Failure to file any grievance within such time periods shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

3. Representative: The EMPLOYER or the UNION may be represented at any step of the Grievance and Arbitration Procedure by any person or agent designated by such party to act on their behalf.

4. Adjustment of Grievance: The EMPLOYER and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee of the EMPLOYER in the following manner:

Level 1: Informal Process: An effort shall first be made to adjust an alleged grievance informally between the employee and the immediate supervisor within 10 working days of the incident that gave rise to the dispute or disagreement. The immediate supervisor shall have 10 working days to respond. The response shall be in writing. All grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given opportunity to attempt resolution prior to moving the grievance to Level 2.

Level 2: Formal Filing. If the grievance cannot be resolved through informal discussions, the UNION shall provide the department head with a written notice of the grievance. The written notice of the grievance shall include a summary of the dispute or disagreement, the sections of the agreement that have been violated and a proposed remedy. The department head shall provide a written response to the grievance no more than ten (10) days after receipt of the grievance.

Level 3: Investigative process. In the event the grievance is not resolved at Level 2, the UNION may appeal the decision to the County HR Director, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level 2. If a grievance is properly appealed to the HR Director, the HR Director or designee shall set a time to meet with the parties separately regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the HR Director or designee shall issue a decision in writing to the parties involved.

Level 4: Grievance panel. In the event the grievance is not resolved at Level 3, the UNION may appeal the decision to a grievance panel composed of two (2) members picked by the UNION and two (2) members picked by the EMPLOYER. The panel shall meet within ten (10) working days after the decision in Level 3 is rendered to hear the grievance with the appellant, the appellant's representative, the EMPLOYER and the EMPLOYER'S representative. After this meeting, the grievance panel shall have a maximum of ten (10) working days in which to issue a decision.

Level 5: Commission Hearing. If a grievance has not been resolved at Level 4, the UNION may present the grievance to the County Commissioners for consideration. The Commissioners or their designee shall, within ten (10) days, meet to hear the grievance with the appellant and his/her representative. After this meeting, the Commissioners shall have a maximum of ten (10) days in which to answer the grievance in writing.

Denial of Grievance: Failure of the County Commissioners to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Step Waver: Provided both parties agree in writing any level of this grievance procedure may be bypassed and processed at a higher level.

5. Arbitration

A. In the event the Commission's decision is not agreeable to the UNION, the UNION may move the grievance to arbitration. The appeal must be made within ten (10) working days to the County Commission in writing. An Arbitrator shall be selected by the EMPLOYER

and the UNION. In the event that the Arbitrator cannot be agreed upon, the Montana Department of Labor - Board of Personnel Appeals shall be asked to submit a list of five (5) names who are members of the American Arbitration Association, from which list the impartial Arbitrator shall be chosen by each party striking two (2) names from the list and the remaining name being the Arbitrator selected. The decision of the Arbitrator shall be binding on all parties.

B. Each party shall pay its own expenses with respect to Arbitration with one (1) exception, that the expenses of the arbitrator shall be paid one half (1/2) by the EMPLOYER and one half (1/2) by the UNION.

6. Election of Remedies

Upon instituting a proceeding in another forum other than those outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. A party instituting any action, proceeding or complaint in a federal or state court of law, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. This provision shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator. It is understood by the employee that if he/she elects to go outside the grievance procedure the UNION is not permitted nor required to proceed with a grievance for that employee.

ARTICLE 23 - CONTRACTING/CHANGE IN LEGISLATION

1. If the state legislature changes laws such that the County is no longer responsible for services currently accomplished by the members of this bargaining unit, the EMPLOYER agrees to negotiate, as required under current state law, the changes such a legislative act would involve.

2. In the event the County decides to contract any or all of the services currently performed by members of this bargaining unit, the EMPLOYER agrees to negotiate, as required under current state law, the changes such a decision would involve.

ARTICLE 24 - STRIKES AND LOCKOUTS

During the term of this Agreement, the UNION shall not engage in a strike or slowdown. The EMPLOYER agrees not to lockout the UNION.

ARTICLE 25 - SAVINGS CLAUSE

1. If any provision of this Agreement or the application of such provision should be declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

2. The parties hereby agree to meet within thirty (30) days thereafter to modify the affected provision.

ARTICLE 26 - TERM AND SCOPE OF THE AGREEMENT

1. This Agreement is effective July 1, 2016 and shall continue in full force and effect until the 30th day of June 2018, at which time it is automatically renewed and continued in effect from year to year thereafter unless written notice is given by either party to the other during the month of March 2018. In the second year, either party may open this agreement to discuss wages any changes to the health benefit plan by giving written notice to the other party during the month of March.

2. It is understood and agreed that, by mutual agreement, the parties may open the Agreement for further negotiations. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing and attached to this Agreement.

3. This Agreement constitutes the entire Agreement between the parties and no verbal statement or past practices shall supersede any of its provisions. The parties further acknowledge that during the course of collective bargaining each party had the unlimited right to offer, discuss, accept of reject proposals. Therefore, it is understood that the EMPLOYER has the right to manage its operations only to the expressed limitation of the provisions of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands on the days and year first above written:

BOARD OF COUNTY
COMMISSIONERS
LEWIS AND CLARK COUNTY

Michael A. Murray, Chair

Andy Hunthausen, Member

Susan Good Geise, Member

Attest:

Paulette Dehart, County Clerk and Recorder

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL #1686

Kim Rickard, Business Manager

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

IN WITNESS WHEREOF, we have hereunto set our hands on the days and year first above written:

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ADDENDUM A: WAGES AND PAY RULES

The County will grant step increases, but will not implement any matrix adjustments for FY '17. The parties agree to open the contract for wage discussions for FY '18.

Longevity

The EMPLOYER will make a lump sum longevity payment annually to each eligible Regular and Seasonal status employee with six (6) or more years of County service. Longevity shall be paid in a lump sum with the first regular paycheck after the employee achieves six (6) years of service and will continue on each anniversary thereafter. . The initial payment for full time employees shall be $600 and payments will increase by $100 for each additional year of service. (See Addendum C for longevity schedule.)

Addendum B: Pay Matrix

Lewis and Clark County
Laborers' Pay Schedule
FY'17
June 12, 2016

	Entry Level Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Position Titles
Grade	85%	87.50%	90%	92.50%	95%	97.50%	100%	
							5%	
1	10.51	10.82	11.12	11.43	11.74	12.05	12.36	
2	11.03	11.36	11.68	12.00	12.33	12.65	12.98	
3	11.58	11.92	12.26	12.60	12.95	13.29	13.63	
4	12.16	12.52	12.88	13.24	13.59	13.95	14.31	
5	12.77	13.15	13.52	13.90	14.27	14.65	15.02	
6	13.41	13.80	14.20	14.59	14.99	15.38	15.77	
7	14.08	14.49	14.91	15.32	15.74	16.15	16.56	Maintenance Worker I
8	14.78	15.22	15.65	16.09	16.52	16.96	17.39	Accounting Clerk I Administrative Assistant I District Court Clerk I Elections Clerk I Justice Court Clerk Motor Vehicle Clerk I Property Tax Clerk I Records Clerk I
9	15.52	15.98	16.44	16.89	17.35	17.80	18.26	District Court Clerk/Bailiff Maintenance Worker II
10	16.30	16.78	17.26	17.74	18.22	18.70	19.17	Accounting Clerk II Administrative Assistant II District Court Clerk II Motor Vehicle Clerk II Property Tax Clerk II Records Clerk II
11	17.11	17.62	18.12	18.62	19.13	19.63	20.13	
12	17.97	18.50	19.03	19.55	20.08	20.61	21.14	Maintenance Technician
13	18.87	19.42	19.98	20.53	21.09	21.64	22.20	
14	19.81	20.39	20.98	21.56	22.14	22.72	23.31	District Court Supervisor Motor Vehicle Division Manager Property Tax Division Manager
15	20.80	21.41	22.02	22.64	23.25	23.86	24.47	
16	21.84	22.48	23.13	23.77	24.41	25.05	25.70	Records Division Manager
17	22.93	23.61	24.28	24.96	25.63	26.31	26.98	
18	24.08	24.79	25.50	26.20	26.91	27.62	28.33	Accounting Analyst Elections Division Manager

Addendum C: Longevity Schedule

Longevity	
6 years	
7 years	$600
8 years	$700
9 years	$800
10 years	$900
11 years	$1,000
12 years	$1,100
13 years	$1,200
14 years	$1,300
15 years	$1,400
16 years	$1,500
17 years	$1,600
18 years	$1,700
19 years	$1,800
20 years	$1,900
21 years	$2,000
22 years	$2,100
23 years	$2,200
24 years	$2,300
25 years	$2,400
26 years	$2,500
27 years	$2,600
28 years	$2,700
29 years	$2,800
30 years	$2,900
	$3,000

Longevity will begin at 6 years
Employees will receive $100 per year of employment beginning at 6 years with no limit on longevity amount