

Missoula County
And
Association of Federal, State, County,
Municipal Employees
Detention Officer Association

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PREAMBLE

THIS AGREEMENT is made and entered into between the COUNTY OF MISSOULA, Missoula, Montana, hereinafter referred to as the EMPLOYER, and THE DETENTION OFFICERS' ASSOCIATION OF MISSOULA COUNTY, Missoula, Montana, hereinafter referred to as the ASSOCIATION.

ARTICLE 1: PURPOSE

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

ARTICLE 2: RECOGNITION

SECTION 1: The EMPLOYER recognizes the ASSOCIATION as the exclusive bargaining representative for all adult, civilian, un-sworn Detention Officers, excluding temporary employees (limited to 90 days), intermittent/on-call employees, supervisors, management employees, confidential employees and members of other bargaining units (as defined under 39-31-103, MCA).

Covered job classifications include: sworn Detention Officer I, Detention Corporals, and Detention Sergeants.

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

ARTICLE 3: UNION SECURITY AND DUES COLLECTION

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

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

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

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

SECTION 5: The EMPLOYER and ASSOCIATION recognize the importance of providing assigned work to bargaining unit members prior to the use of non-bargaining unit members. To that end, the EMPLOYER agrees to ensure that overtime opportunities are made available first to ASSOCIATION members prior to using others to fill shifts. The ASSOCIATION recognizes that emergent situations may arise where the EMPLOYER, in order to fulfill its statutory duties, may use non-ASSOCIATION members to fulfill its mission.

SECTION 6: Upon receipt of a voluntary written authorization from any individual employee covered by this agreement, one "voluntary dues" deduction for a UNION sponsored program will be made from the authorizing employee's paycheck in addition to and on the same biweekly/24 times basis as their dues or representation fee are withheld in accordance with section 2 of this article. The EMPLOYER will remit the amounts deducted with a list of each employee and the amount of their individual voluntary dues deduction to the ASSOCIATION at the same location used to remit amounts collected in accordance with section 2. An employee may discontinue any voluntary dues deduction by providing advance notice of at least one full pay period to the EMPLOYER.

ARTICLE 4: ASSOCIATION AGREEMENTS

SECTION 1: The ASSOCIATION shall provide the EMPLOYER with a list of names including telephone and email contact information of the bargaining unit representatives and the local business representative within fourteen (14) calendar days after their selection or change in their selection.

SECTION 2: Designated representatives of the ASSOCIATION shall be granted reasonable time off during scheduled working hours without loss of pay to investigate and process grievances and to engage in other work-related discussions with the EMPLOYER, provided that the employee has permission from his/her supervisor. Permission may be withheld by the supervisor because of operational requirements. Time spent by designated representatives of the ASSOCIATION providing representation to Employees at meetings with the EMPLOYER and no more than two hours preparing for each such meeting shall be considered time worked.

SECTION 3: The internal business of the ASSOCIATION shall be conducted during the non-duty hours of the employees involved.

SECTION 4: The ASSOCIATION shall be provided two bulletin boards for the use of communication with its members. The ASSOCIATION shall also be allowed the use of the meeting room for meeting when such facilities are available, and the meetings would not interfere with the business of the EMPLOYER. The ASSOCIATION must schedule the use of the meeting room.

SECTION 5: Upon written request from the ASSOCIATION, the Employer shall provide a list of active employees covered by this agreement and their addresses.

ARTICLE 5: MANAGEMENT RIGHTS

Except as otherwise expressly and specifically limited by the terms of this AGREEMENT, the EMPLOYER retains, whether exercised or not, all the lawful, customary, and usual rights, powers, decision making prerogatives, responsibility, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the EMPLOYER or any part of the EMPLOYER. Such rights include but are not limited to the rights established pursuant to Section 39-31-303, MCA, as follows:

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

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

ARTICLE 6: NON-DISCRIMINATION

The EMPLOYER and the ASSOCIATION agree that neither shall discriminate against any employee in violation of law OR based upon their membership status in the union.

ARTICLE 7: NO STRIKE / NO LOCKOUT

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

ARTICLE 8: DISCIPLINE & DISCHARGE

SECTION 1: The EMPLOYER shall not discipline any employee or discharge a regular (non-probationary) employee without just cause. In the case of discharge or resignation under investigation, the EMPLOYER

shall furnish the employee and the ASSOCIATION with a written statement of the reasons for the discharge or resignation under investigation at the time of termination or resignation.

SECTION 2: An employee shall be notified in writing of any formal investigation into noncriminal, performance-related issues or allegations that may result in any adverse action.

SECTION 3: No employee shall have any adverse comment entered in his/her personnel file without the employee first being given an opportunity to review and sign the item or a copy of such item.

SECTION 4: An employee shall have thirty (30) days beginning from the date the employee had the opportunity to review and sign said adverse comment, to file a written response to the adverse comment entered in his/her personnel file. Such written response shall also be entered into his/her personnel file.

ARTICLE 9: HOURS OF WORK AND BREAKS

SECTION 1: EMPLOYER shall have the full and exclusive authority to schedule the work, establish work shifts, and assign employees to such shifts as required, except as expressly modified by this contract.

SECTION 2: The Sheriff may, at his discretion and with the written consent of the ASSOCIATION, enact, either permanently or for a limited duration, alternative work schedules. Alternative work schedules may consist of four (4) ten-hour days with three (3) consecutive days off in each seven-day period or may consist of six (6) twelve-hour shifts and one (1) eight-hour shift within a fourteen-day work schedule. It is understood and agreed that, if the Sheriff determines at any time that an alternative work schedule is not satisfactory, the Sheriff may, with a minimum of 90 working days written notice to the ASSOCIATION, revert to a work schedule consisting of six (6) twelve hour shifts and one (1) eight hour shift within a 14 day period. The various schedules are described below:

ADULT DETENTION

- A. For definition, shifts referred to as 12 hour, 10 hour, or 8 hour etc. shifts may actually appear to be longer than stated as they include unpaid lunch breaks. As an example a twelve (12) hour shift may begin at 06:30 hours and end at 19:00 hours due to an unpaid 30 minute lunch break.
- B. An employee may work a minimum work schedule consisting of six (6) twelve-hour shifts and one (1) eight-hour shift in a fourteen-day period. Twelve-hour shifts will consist of a day shift that will begin at 0630 hours and will end at 1900 hours and a night shift that will begin at 1830 hours and will end at 0700 hours. Shift assignments and shift rotations will be based on work teams designated as "A," "B," "C," and "D" and are subject to approval by the Sheriff or the Sheriff's designee. Officers who work twelve-hour shifts shall be entitled to two (2) twenty-five-minute paid rest breaks per shift and one (1) forty (40) minute meal break consisting of thirty minutes of unpaid break time and ten (10) minutes of paid break time. One rest break will be taken during each half of the employee's shift. On the employees regularly scheduled 8 hour day the employee shall be entitled to two (2) fifteen (15) minute rest breaks and one (1) thirty minute meal break.

SECTION 3: On any shift when more than ten (10) Detention Officers are on duty during a meal break, a Detention Officer may take his/her thirty (30) minute meal break at a location off of the facility grounds, provided: (a) the shift supervisor is aware of the precise location of the meal break, and (b) no more than two (2) Detention Officers are off the facility grounds at the same time. No fewer than ten (10) Detention Officers shall be on duty during the meal breaks.

SECTION 4: When fewer than ten (10) Detention Officers are on duty during the meal breaks, all Detention officers shall take their meal break in the facility's staff dining room. Every effort shall be made to provide each Detention Officer with an uninterrupted meal break, however, if conditions exist that a Detention Officer is denied an uninterrupted thirty (30) minute meal break by the EMPLOYER, the entire unpaid portion of the meal break shall be considered approved time worked in excess of the officer's regularly scheduled shift in accordance with Article 9, Section 3.

JUVENILE DETENTION

SECTION 5: SECTION 3: Detention Officers working a twelve-hour shift shall generally have their hours of work as 06:30 to 18:30 and 18:30 to 06:30.

SECTION 6: Employees shall be allowed a 30- minute paid or unpaid meal break. Meal breaks taken on-site shall be taken at a location on the Detention Facility premises that is approved or designated by the EMPLOYER. Employees taking a paid lunch break must remain on the detention facilities premises. The hours of their regularly scheduled shift will not be impacted. At the discretion of the on-shift supervisor, they may approve a request from an employee to take an unpaid lunch break. An employee taking an unpaid lunch break is permitted to leave the detention facility premises. The employee will be required to add 30 minutes of work time to the end of their shift. If an employee has requested to take an unpaid lunch break and is unable to leave the facility, the break time shall be considered a paid lunch break.

SECTION 7: Detention Officers shall be allowed one (1) 15-minute break for every each four (4) hours worked, of scheduled to work for example an employee scheduled to work 8 hours would be entitled to two (2) 15-minute breaks and a detention officer scheduled to work 12 hours would be entitled to three (3) 15-minute breaks.

SECTION 8: Employees shall be paid at a rate of one and one-half times their base hourly rate for all hours in excess of eighty (80) hours in a 14-day work period. Vacation leave, sick leave, personal leave, use of compensatory time, and holiday leave (either use of accrued holiday leave or leave taken when the holiday occurs on a day the employee is regularly scheduled to work) will be treated as hours worked for the purpose of determining overtime pay. Employees must receive prior approval by the Detention Facility Captain, or a person designated by the Captain, to work hours in excess of their regularly scheduled shift. Once an employee receives such prior approval, the EMPLOYER may not unilaterally adjust the employee's regularly scheduled shift to avoid the payment of overtime under this section. Failure to request such approval shall be cause for disciplinary action.

SECTION 9: Employees covered by this AGREEMENT shall, at the employee's option and in lieu of monetary compensation for overtime provided in Section 3 of this Article, receive compensatory time off with pay at a rate of one and one-half hours of compensatory time for each hour worked for the EMPLOYER in excess of eighty (80) hours in a fourteen (14) day work period. After the employee has accumulated two hundred forty (240) hours of compensatory time under the terms of this Section, the employee shall be paid for all further overtime in accordance with Section 8 of this Article.

SECTION 10: Employees with the same classification may be permitted to trade shifts. The employees who wish to trade shifts shall request approval from their respective supervisors. If a shift trade is denied it may be reviewed by the Detention Facility Commander or Designee at the request of the employee. In no case shall the trading of shifts result in an employee working more hours than they were regularly scheduled to work in a given work period.

A. Adult Detention Officers in different job classifications may be allowed to trade shifts, so long as the trade does not result in an absence of a lead worker being present on the shift.

SECTION 11: Overtime shifts shall be made available to ASSOCIATION members in accordance with Article 3, Section 5. For unanticipated vacancies the EMPLOYER shall attempt to notify ASSOCIATION members through normal means which may include a phone call **or text message** by the Sgt, should an ASSOCIATION member refuse the overtime shift, **either verbally or by responding to the first text that they are not available or do not want the shift**, they **will be** eligible for the double time provision below. Failure to answer the phone or respond to the text shall disqualify that officer from double time provision for the available shift created by the unanticipated vacancy.. Prior to the use of a non-ASSOCIATION member where an overtime liability will be created, the EMPLOYER shall allow the Sgt. to attempt to contact only those members who initially refuse the shift, a member accepting the shift shall be compensated at double time, this double time rate may not be combined with any other premium or overtime sections of the contract

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

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

SECTION 12: In all cases of overtime, entire coverage of a shift shall trump partial coverage of a shift.

SECTION 13: When an employee is called out to work during the employee's off-duty hours, the employee shall receive a minimum of four hours of pay, at one and one-half times the employee's regular rate of pay, for such a call-out. This does not apply to extensions of the employees' work shift.

SECTION 14: Nothing in this AGREEMENT shall constitute a guaranteed work week. No new employee within a job classification covered by this AGREEMENT will be hired unless all current employees in that job classification have had an opportunity to work eighty (80) hours in a fourteen (14) day period.

ARTICLE 10: JOB DESCRIPTIONS

It shall be the responsibility of the MISSOULA COUNTY Department of Human Resources to prepare job descriptions that describe the duties assigned to bargaining unit positions and establish the minimum qualifications for those positions. A copy of the current job description shall be forwarded to the ASSOCIATION upon request. The ASSOCIATION shall be provided a copy of any proposed changes to job descriptions that impact essential duties or responsibilities, the ASSOCIATION shall have five (5) working

days from the time of submission to provide comments for review by the Human Resource Department before the proposed changes shall go into effect.

ARTICLE 11: APPOINTMENTS

SECTION 1: When a position or assignment within the bargaining unit, which qualifies for special duty pay, which is to be refilled, becomes vacant or if a new position is created, the Sheriff or their designee shall notify the Department of Human Resources, who shall open up recruitment for the position. All job posting notices shall be sent to the Missoula County Detention Center for distribution and posting.

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

SECTION 3: When a position or assignment within the officer's hired detention division, or a position or assignment which qualifies for special duty pay, which is to be refilled, becomes vacant or if a new position is created, if the shift bidding provisions of Article 30 Section 4 apply, they shall be exercised. . However, if no bargaining unit employee expresses an interest in a given vacancy: (1) the vacancy shall be posted and filled through a competitive process, and (2) such appointments shall be based on merit. Where merit is equal, the applicant with the greatest seniority shall be appointed to the vacancy. In any case, the filling of a vacancy of a bargaining unit position, qualified bargaining unit employees will be offered the opportunity to fill the vacancy, prior to the position being opened to applicants outside the bargaining unit. The hiring for the entry position to the bargaining unit (currently titled Detention Officer One) is exempt from this requirement.

ARTICLE 12: PROBATION

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

ARTICLE 13: PERFORMANCE EVALUATION

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

SECTION 2: Communication with employees on job performance shall be the on-going responsibility of each supervisor in accordance with the Employer's policy. Such communications may include written feedback and documentation, both positive and negative, when deemed necessary to support issues discussed.

SECTION 3: Performance evaluation reports shall be reviewed with the employee. The employee may respond to the evaluation report by submitting a written statement within thirty (30) days of the

evaluation review date to be attached to the performance evaluation report and placed in the employee's personnel file.

ARTICLE 14: HOLIDAYS

SECTION 1: Employees covered by this agreement shall receive a holiday benefit equal to the number of hours they are regularly scheduled to work, for each legal holiday listed below as set forth by 1-1-216. M.C.A. Employees regularly working 12-hour shifts shall receive 12 hours of holiday benefit; employees regularly working 10 hour shifts shall receive 10 hours of holiday benefit; and employees regularly working 8 hour shifts shall receive 8 hours of holiday benefit. Employees have the option to receive compensation at their regular hourly rate or by accrual of leave. See section 4 of this Article.

1. New Year's Day, January 1;
2. Martin Luther King Jr. Day, the third Monday in January;
3. Presidents' Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Columbus Day, the second Monday in October;
8. Veteran's Day, November 11;
9. Thanksgiving Day, 4th Thursday in November;
10. Christmas Day, December 25;
11. State General Election Day in November of even numbered years.

SECTION 2: In addition to the above, any day or days added by the State Legislature as paid legal holidays for public employees will be granted; any day or days repealed by the State Legislature shall cease to be granted.

SECTION 3: In order to be eligible for holiday pay, employees shall be in a pay status the last scheduled day before or the first scheduled day after the holiday or have an excused absence. Paid leave shall be considered excused absences.

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

1. Accrue holiday leave, equal to the number of hours they are regularly scheduled to work for each holiday, to be taken at a time mutually agreed to by the employee and the supervisor; or
2. Receive holiday pay, equal to the number of hours they are regularly scheduled to work at their regular hourly rate, which shall be pro-rated for regular part time employees.

SECTION 5: Accrual of holiday leave is limited to a maximum of one hundred and twenty (120) hours. If an employee's holiday leave bank has reached the maximum hours, the employee shall receive pay, in accordance with Article 9, for each regular holiday.

An employee may request to be cashed out for accrued holiday leave at the employee's regular hourly rate.

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

ARTICLE 15: VACATION LEAVE

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

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

SECTION 3: Vacation leave shall not accrue during a lay-off or a leave of absence without pay.

SECTION 4: Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Any balance of vacation leave over two times the maximum number of days earned annually as of December 31 of any given year will be forfeited without pay unless taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued. If the employee submits a reasonable request to use the excess vacation leave prior to March 30 of any given year, the employee shall not forfeit the leave and will have until the end of the calendar year to use the excess vacation leave. Upon termination of employment with the EMPLOYER, any employee who has worked the qualifying period will be paid for any unused vacation leave credits at the rate of pay in effect at the time of termination, provided that such rate has been in effect for at least one calendar month.

SECTION 5: SCHEDULING VACATION

ADULT DETENTION

PART A: Scheduling of vacation leave will be accomplished by cooperation between the employee and the Sheriff, or his designee, giving consideration to the employee's needs and the needs of the EMPLOYER. Once vacation has been scheduled, it will not be canceled or rescheduled without good and sufficient reason. Employees who are promoted or maintain their supervisory rank while transferring to

a different team shall maintain all pre-approved vacation leave. The EMPLOYER agrees not to schedule time off at the same time for a Detention Sergeant and Detention Corporal from the same team. This does not apply to situations in which both the Detention Sergeant and Detention Corporal are in training, or to situations involving unanticipated or unscheduled absences, (illness, injury, etc.).

PART B: Each calendar year during the period of November 25th through December 10th , three (3) Notice of Absence slips will be accepted from each Detention Officer and shall be submitted to the Detention Facility Commander or their designee and posted by the officer on the team calendar which shall be provided by the Detention Facility Commander or their designee. Each 10 slip may request up to 80 hours and requests for more than 1 full work shift must be for consecutive workdays/shifts. Time-off will be approved from these slips for the next vacation year that starts on the first Sunday in January and continues until the first Sunday of the following calendar year. For the purpose of this Part (B) vacation will be granted on the basis of rank and seniority within each rank for each team, for a given vacation year. Order of rank will be Detention Sergeant, Detention Corporal and Detention Officer I. Notice of approval for slips submitted under this part (B) will be provided no later than December 23rd . In the event an officer submits a slip that has already been reserved, the officer will be notified by the Detention Facility Commander or designees. The officer will be able to submit an additional vacation slip for a time that is still available without losing his or her original rank and seniority.

PART C. Notice of Absence slips submitted under Part B will be approved such that two (2) officers from each team (A, B, C, D) shall be granted vacation leave at the same time for any specific day or time period, without conflict from other facility scheduled or unscheduled absences such as; training, illness, injury, vacancies, off-site transports, etc.

PART D. For each team (A, B, C, D) beginning 10 minutes before the first scheduled shift during the LAST work week in December, and in each additional work week of the remaining vacation year, team members may submit up to 3 additional Notice of Absence slips (leave requests) per week not to exceed 80 hours per slip, for any time during the vacation year. These requests will be approved or denied considering the needs of the employer to adequately manage jail operations. Approval of requests under this Part D will be granted in the chronological order they are received and not by seniority or rank. To be considered, slips must bear a time stamp by electronic means from the booking area. Time stamping must occur by the requesting employee on the same day the slips are presented to the supervisor. Slips time stamped within the same hour and minute requesting the same day(s) off will be approved solely on the basis of seniority within that team. Leave request slips for more than one full work shift must be for consecutive workdays/weeks.

PART E. In the event a supervisor on any team (A, B, C, D) denies leave requested by team members under Parts C or D of this section, they will maintain a list of such denied requests for first consideration if circumstances change at a later time and the request can be approved. This list will reflect when the Notice of Absence slip was originally received and whether the language of Part C or D will determine the approval order. In the event of competing requests on this list, those originally submitted under Part C will receive first consideration.

JUVENILE DETENTION

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

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

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

SECTION 6: Holidays occurring while an employee is on paid vacation leave shall be charged as holiday leave and not charged as vacation.

ARTICLE 16: SICK LEAVE

SECTION 1: Sick leave shall be earned and accumulated as provided by State Statutes. Each employee shall earn sick leave credits from the first full pay period of employment at the rate of one (1) working day per month without restriction as to the number of working days which may be accumulated. For calculating sick leave credits, two thousand eighty (2,080) hours shall equal one (1) year. Proportionate sick leave credits shall be earned at the end of each pay period.

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

SECTION 3: Upon termination, employees who have worked the qualifying period shall be entitled to be paid an amount equal to one-quarter (¼) of the amount attributed to the accumulated sick leave. Such termination pay will only apply to those credits earned since July 1, 1971. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's regular rate of pay at the time of termination of employment with the EMPLOYER.

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

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

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

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

SECTION 7: Abuse of sick leave shall be cause for discipline, which may include discharge with forfeiture of payment for any accumulated sick leave. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave, or when an employee uses sick leave for unauthorized purposes.

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

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

SECTION 10: Leave taken on a legal holiday on which the employee was regularly scheduled to work, due to reasons covered in Section 4 of this article, shall be reported as holiday leave.

ARTICLE 17: OTHER LEAVES

SECTION 1: The EMPLOYER may, at its sole option, grant leaves of absence without pay to employees, on such terms and conditions as it, in its sole discretion, determines; provided however, that such employee shall not accrue any benefits during such leave.

SECTION 2: Emergency storm closures will be handled in accordance with Missoula County personnel policies. Payment of insurance contributions for employees on leave without pay shall be according to Missoula County personnel policies.

SECTION 3: Employees will be afforded the benefits required under the federal Family and Medical Leave Act of 1993 according to federal law and Missoula County Personnel Policy.

SECTION 4: Leave without pay may not be granted retroactively beyond two pay periods.

ARTICLE 18: MATERNITY LEAVE AND PAID PARENTAL LEAVE

SECTION 1: The Employer will provide employees covered by this agreement paid parental leave, in accordance with county policy, for six (6) consecutive weeks commencing with the birth of a child or placement of a child for adoption. Paid parental leave will run concurrently with unpaid Family and Medical Leave. Employees must have been employed at least 180 consecutive days to be eligible for this paid leave benefit.

SECTION 2: It shall be unlawful for the EMPLOYER to:

1. Terminate a woman's employment because of her pregnancy;
2. Refuse to grant to the employee a reasonable leave of absence for such pregnancy;
3. Deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her EMPLOYER, provided that the EMPLOYER may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
4. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

ARTICLE 19: MILITARY LEAVE

It is the policy of Missoula County to comply with state law and the Uniformed Services Employment and Reemployment Rights Act (USERRA), which provides job protection and rights of reinstatement to employees who is a member of the organized militia of Montana, (National Guard) or who is a member of the organized or unorganized reserve corps or military services of the United States.

Eligible employees who have worked for at least six months shall accrue paid military leave at the rate of 120 hours in a calendar year for performing military service. Unused military leave must be carried over to the next calendar year but may not exceed a total of 240 hours in any calendar year. This leave will not be charged against the employee's annual leave. Upon request employees shall be granted an unpaid leave of absence to participate in uniformed military training and service.

Employees in active-duty status may request to use any accrued paid leave including vacation, compensatory time, personal leave or accrued holiday leave. Employees who become ill while using paid leave may request to use sick leave.

If military leave is requested for an absence of more than 240 hours in any calendar year the employee will be required to provide documentation of valid military orders. Cumulative leave under these provisions will not exceed five years for an employee not including exclusions identified in USERRA.

Employees are requested to provide 30 days advance notice of the need for military leave, unless precluded by military necessity, or as much advanced notice as possible.

Reinstatement privileges of an employee who has been inducted into military service will be in accordance with state and federal law.

ARTICLE 20: COMPENSATION

SECTION 1: The compensation schedule for the job classifications in the bargaining unit is attached to this AGREEMENT as Addendum A. The compensation schedule will be adjusted each fiscal year by recalculating the matrix based on the Sheriff's base rate of pay that is used to determine Missoula Deputy Sheriff compensation (in accordance with MCA 7-4-2503). Adjustments to increase the percentage of the Sheriff's base pay used to set hourly rates for each job classifications may be adjusted only as part of negotiations.

Part A) The percentage of the Sheriff's base shall be:

- a. Effective FY2026
 - i. Probationary Detention Officer 59%
 - ii. Detention Officer I 62%
 - iii. Detention Officer I with 3 years 67%
 - iv. Detention Officer I with 5 years 69%
 - v. Detention Officer with 10 years 70%
 - vi. Detention Corporal 74%
 - Detention Sergeant 78%

SECTION 2: Longevity shall be calculated as 1% (one percent) of the base rate for each job classification in the pay matrix.

SECTION 3: New employees shall be hired as Probationary Detention Officers listed in Addendum A. Upon completion of one full year of service, all bargaining unit employees shall advance one longevity increment, as set forth in Addendum A. Thereafter, effective on the first day of the pay period that includes the employee's anniversary date, the employee shall advance an additional longevity

increment. Employees who are promoted to a higher-level position shall be placed at the same longevity increment for the higher pay grade, as set forth in Addendum A. The effective date of this pay change shall be the first day of the pay period during which the promotion occurs.

a. **Lateral:** Employees with prior experience working as an Adult Detention Officer at another facility receive an adjustment to their longevity pay at the discretion of the department supervisor or designee after probation and the completion of one (1) year of service. Prior years of service will be credited at 50% for past years of service from another facility. This will be paid in accordance with each job classification in the pay matrix.

b. **Re-Hire:** Employees who have prior experience working as an Adult Detention Officer for Missoula County Detention Facility may be excused from the probationary period at the discretion of the department supervisor or designee. If excused or once off probation, these employees will receive an adjustment to their pay to reflect prior years of service in longevity increment and placement within the grades of detention officer. Addendum A will be used to determine grade placement and longevity amounts. Seniority for prior years of service shall not be granted, except as provided for in rehire, for those gone from MCDF less than one year. This section does not apply retroactively.

SECTION 4: Anniversary dates for all new employees employed under this AGREEMENT shall be the employee's date of hire with the bargaining unit. Present employees covered by this AGREEMENT shall retain their current anniversary date.

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

ADULT DETENTION

a) For the purposes of this article, should no shift sergeant, corporal or member of management be on duty, and no prior assignment for supervisory functions has been made by the employer, then the senior most detention officer, in the adult facility, will be considered the acting supervisor for the shift.

b) For the purposes of this article, should a sergeant not be on duty, the Corporal shall be eligible for a pay add-on equivalent to the difference between the percentage rate between the corporal position and the sergeant position. If two or more corporals are assigned to a shift, only one corporal shall be eligible for this pay add-on.

JUVENILE DETENTION

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

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

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

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

SECTION 6: A detention officer who is designated by the EMPLOYER to serve as a Detention Training Officer (DTO), background investigator, Security Threat Group Investigator or member of the Disturbance Response Team (DRT) and/or Special Response Team (SRT) Negotiator shall receive special duty pay at a rate of an additional 5% increase in the employee's hourly wage.

SECTION 7: A detention officer who receives additional certificates from POST, i.e., Instructor (1st certification only), Intermediate, Advanced, Supervisor, Command, or other certificates issued or recognized by POST, shall be compensated at a rate of \$1.00 per hour for each certification achieved, in addition to their regular pay. Certification must be maintained in at least one instructor area to be eligible for instructor certification pay. An employee achieving the rank of Detention Shift Sergeant, Transport Sergeant, Unit Manager or Detention Corporal shall receive \$1.25 per hour for holding a supervisory certificate while working in that rank. An employee achieving the rank of Detention Shift Sergeant, Transport Sergeant, or Unit Manager shall receive \$1.00 per hour for holding a command certificate while working in that rank.

SECTION 8: Higher Education:

- a. An employee shall receive \$.50 per hour increase in the employee's hourly wage for an associates degree.
- b. An employee shall receive \$.75 per hour increase in the employee's hourly wage for a bachelor's degree.
- c. An employee shall receive \$1.00 per hour increase in the employee's hourly wage for a master's degree.
- d. An employee may receive credit for one bachelor's and one associates degree OR one master's degree in total for a maximum of \$1.00.

SECTION 9: All employees working between the hours of 1830-0700, provided the employee works 3 continuous hours, shall be paid an extra \$. 75 per hour.

SECTION 10: Bilingual Pay: If an employee passes a verbal/written fluency test approved and provided by the Administration in a foreign language, the employee will receive a \$1.00 per hour increase in the employee's hourly wage. The Employer shall develop a list of approved languages that shall qualify for bilingual pay.

SECTION 11: Wellness Program: Employees shall have the option to run the Montana Physical Abilities Test (MPAT) twice a year.

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

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

The EMPLOYER will offer the MPAT at least twice per year and will provide as much notice as possible to ASSOCIATION members.

If less than 25 ASSOCIATION members take advantage of the program for two or more years the EMPLOYER may suspend the program until such time as the EMPLOYER and ASSOCIATION agree to its resumption. Members may only run the MPAT twice per year to earn time off.

SECTION 12: Any detention officer who is actively serving in the armed services or has been honorably discharged and provides the EMPLOYER a military DD214 form or other applicable form of documentation associated with a specific arm of the military shall be paid certificate pay of \$1.00 per hour beginning at the end of their probationary period.

ARTICLE 21: MEDICAL / LIFE INSURANCE

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

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

ARTICLE 22: FLEXIBLE BENEFITS

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

ARTICLE 23: WORKERS' COMPENSATION

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

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

ARTICLE 24: CLOTHING ALLOWANCE

SECTION 1: Unless the EMPLOYER purchases required uniforms for Detention Officers, all newly hired Detention Officers shall receive an advance of \$950 to purchase required uniform items. Required uniform items shall be determined by the Sheriff. The EMPLOYER shall provide to the employee a cash advance for the required items. The employee shall be responsible for obtaining the items and providing the EMPLOYER with receipts for the purchase of these items within ninety days and settling the advance. Upon completion of the new employee's probationary period the employee shall receive the annual clothing allowance as described in Section 2 of this Article, except that employees completing probation after the 1st of January of any year shall receive the clothing allowance for that fiscal year prorated according to the following schedule:

January 1 100%

February 1 87%

March 1 67%

April 1 50%

May 1 33%

June 1 17%

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

SECTION 2: All other Detention Officers covered by this AGREEMENT shall receive a clothing allowance of \$775.00. Such allowance may be utilized for the purchase of required uniform components defined in the Detention Officer Uniform Regulations Policy. Items not defined in the above regulations shall require pre-approval by the Sheriff or designee. This will be paid on one of the pay dates in July of each year.

a. The Employer shall provide \$200.00 per fiscal year for equipment and clothing approved by the assigned special teams leader for DRT Officers. Employees shall be paid on the same check as their annual clothing allowance.

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

SECTION 4: In the event an employee does not serve the entire 12-month period for which the uniform allowance is made available, the employee shall be subject to a pro-rated deduction from their final paycheck for the amount of the allowance which has been used by the employee. Employees who are involuntarily terminated prior to the end of their probationary period shall not be subject to such a deduction. The Sheriff may, at his discretion, waive the pro-rata deduction if uniforms are returned in satisfactory condition at the time of termination.

SECTION 5: The EMPLOYER shall reimburse the employee for reasonable costs for replacement or repair of any required uniform component or equipment damaged or destroyed in the line of duty. Reimbursement under this Section shall be allowed if it is determined through investigation by the Sheriff or his designee that such loss was incurred in the employee's line of duty. If restitution for such item is granted by the courts, the EMPLOYER shall be responsible for collecting the restitution.

SECTION 6: The EMPLOYER shall reimburse the employee for reasonable costs for replacement or repair of eyeglasses or contact lenses, damaged or destroyed in the line of duty. The EMPLOYER shall

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

ARTICLE 25: DETENTION FACILITY SAFETY

SECTION 1: Employees shall have the right to submit notices, in writing, of any hazardous or unsafe working condition, and/or any errors or conflicts in the Detention Facility Policy and Procedure manual to their supervisor or the Chief Detention Officer. The EMPLOYER shall acknowledge such notice, in writing, to the employee submitting the notice.

SECTION 2: The ASSOCIATION will be afforded the opportunity to provide input on proposals for new or revised written Detention Center policies and procedures, outside those required by law. Proposals for new or revised policies and procedures will be sent to the ASSOCIATION President, who will be given seven (7) working days (except in emergent circumstances.) Upon adoption, new or revised written policies and procedures will be provided to the ASSOCIATION. Nothing in this section shall be interpreted as preventing the EMPLOYER from complying with issued federal, state or local regulations.

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

ARTICLE 26: PERSONAL LEAVE

SECTION 1: Every full-time employee covered by this AGREEMENT shall be eligible for twenty-four (24) hours personal leave with pay per fiscal year. Use of such leave shall be in increments of no less than one (1) hour. Personal leave is paid leave that may be used by an eligible employee for any purpose

SECTION 2: Scheduling personal leave shall be accomplished in cooperation between the employee and the Employer. The employee shall provide at least forty-eight (48) hours' notice when requesting personal Leave with pay. Personal leave shall be scheduled with regard to the best interests of the EMPLOYER, as well as the best interests of the employee.

SECTION 3: Employees who terminate employment will be paid for any unused personal leave hours.

SECTION 4: Personal leave shall not be subject to accrual from year to year.

ARTICLE 27: GRIEVANCE PROCEDURE

SECTION 1: A grievance is any controversy between the parties to this AGREEMENT which pertains to (1) any matter involving interpretation of this AGREEMENT, and (2) any matter involving a violation of any of the provisions of this AGREEMENT. The EMPLOYER agrees that the ASSOCIATION may pursue all grievances using the procedures set forth in this Article. Unless placed on administrative leave by the

EMPLOYER, an aggrieved employee shall continue to work as directed by management pending final disposition of any grievance that is filed in accordance with this AGREEMENT.

SECTION 2: Reference to days regarding time periods in this procedure shall refer to weekdays excluding Saturdays, Sundays and holidays. In computing any period of time prescribed or allowed by procedure herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday. Use of email is acceptable where the grievance or response must be submitted "in writing" to meet deadlines provided in this Article. Email must be marked as sent no later than 11:59 PM on the last day allowed by a designated time period.

SECTION 3: Nothing in this Article shall restrict or prevent the parties from attempting to informally resolve any grievance or from mutually agreeing to extend any calendar deadlines set forth in this Article to allow more time to discuss such resolution.

SECTION 4: Failure to file any grievance within the time period set forth herein 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.

SECTION 5: The EMPLOYER and the employee shall process all grievances as set forth in the procedure below:

LEVEL I: A written notice of the grievance including the name of the grievant, the date of the action giving rise to the grievance, the sections of the collective bargaining agreement alleged to have been violated or misinterpreted, and a brief statement of the events shall be presented to the Division Commander or their designee within ten (10) days of the time the grievant becomes aware of the event or action giving rise to the grievance. The Division Commander shall respond to the written notice by scheduling a meeting at a reasonable time within ten (10) days after receipt of the written notice. Grievant may include up to two (2) representatives of the bargaining unit at the meeting. Written statements from other parties may be presented at the meeting. After the meeting the Division Commander or their designee will issue a response in writing within ten (10) days to the grievant and DOAMC president (or designee).

LEVEL II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Sheriff or their designee, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Sheriff, the Sheriff or the Sheriff's designee shall schedule a meeting at a reasonable time within ten (10) days after receiving the grievance appeal. Grievant may include up to two (2) representatives of the bargaining unit at the meeting. Grievant will provide the Sheriff prior notice of who will attend the meeting. Written statements from other parties may be presented at the meeting. After the meeting the Sheriff or their designee will issue a response in writing with fifteen (15) days to the grievant and DOAMC president (or designee).

LEVEL III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Board of County Commissioners, provided such appeal is made in writing within ten (10) days after receipt by the ASSOCIATION of the written response at Level II. If a grievance is properly appealed to the Board of County Commissioners, a written decision shall be issued within twenty (20) days after receiving the grievance.

SECTION 6: Failure to meet timelines:

- a. In the event that the timeline for LEVEL 1 is not met by the EMPLOYER, the Grievance may be moved by the ASSOCIATION to LEVEL II.

- b. In the event that the timeline for LEVEL II is not met by the EMPLOYER, the Grievance may be moved by the ASSOCIATION to LEVEL III.
- c. In the event that the timeline for a response by the EMPLOYER is not met at LEVEL III, ten (10) additional days will be allowed for an EMPLOYER response before the section 7 shall be triggered.

SECTION 7: In the event there is no resolution to the grievance within the time specified in Level III, either the EMPLOYER or the Association may request arbitration as set forth below:

- a. The party requesting arbitration must make such request to the other parties involved within ten (10) days following the receipt of the decision set forth in Section 5, Level III.
- b. Within ten (10) days from receipt of the request as set forth in (a) above, the party requesting arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) arbitrators.
- c. Within ten (10) days following the receipt of the list from the FMCS the parties shall select an arbitrator from such list. Each party to the dispute shall alternately strike names with the party selected by the lottery striking the first name, until one name remains, and that person shall be designated the arbitrator.
- d. Within five (5) days after the selection of the arbitrator the party requesting arbitration shall notify the FMCS regarding the arbitrator's selection. The arbitrator shall hear the grievance and shall render a written decision as soon as is practicable following the hearing.

SECTION 8: The Arbitrator shall not have the power to detract, modify, or amend this AGREEMENT in any way.

SECTION 9: Each party shall bear the fees and expenses of the presentation of its own case. The fees and expenses of the FMCS or the impartial Arbitrator shall be shared equally between the parties, except that the party requesting a transcript of the proceedings shall pay the cost of each transcript. The decision of the arbitrator shall be final and binding on both parties.

SECTION 10: Nothing in this Article shall restrict or prevent the parties from mutually selecting an arbitrator without using the Federal Mediation and Conciliation Service (FMCS). In such a case the party requesting arbitration shall notify the arbitrator in writing of his or her selection within five days after the selection is made and shall further request that the arbitrator contact the parties to schedule a hearing.

ARTICLE 28: EMPLOYEE / ASSOCIATION BUSINESS

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

- a. All such business shall be conducted on the member's own time. Exceptions shall be made when both the representatives of the ASSOCIATION and the representatives of the EMPLOYER agree to meet or communicate at a specified date/time.
- b. All material to be posted on the property of the EMPLOYER shall be reviewed by the Sheriff or his/her designee prior to posting. Such posting shall not contain political or libelous statements, materials, or anything reflecting discredit upon the County or any of its officials, or employees.
- c. The EMPLOYER shall receive prior notice of any such meeting on the EMPLOYER'S property.

d. The EMPLOYER reserves the right to restrict such meetings to those areas designated public areas, and to maintain secured areas as secured.

ARTICLE 29: SENIORITY

SECTION 1: Upon successful completion of the probationary period, employees shall accrue seniority from the date of their employment in their present job classification. If more than one employee is hired or promoted into the same job classification on the same day, test scores or if no test score is available, interview ranking shall be the tie/breaker, if there are no test scores or interview rankings, then month and day of birth shall be used to determine their relative seniority rank and that ranking shall be communicated to the employees in writing at the time of hire and shall be noted in the employee's personnel file. Any dispute of seniority date as provided in the written notice must be disputed upon receipt of the notice in accordance with Article 27 Grievance Procedure.

SECTION 2: Seniority shall not be accrued during layoff, or while an employee is on leave of absence without pay lasting thirty (30) days or more.

SECTION 3: A bargaining unit employee who accepts a position with the EMPLOYER outside the bargaining unit, and subsequently returns to a position in the bargaining unit, without a break in service; or an employee who leaves employment with the EMPLOYER and is subsequently re-hired or reinstated to a position in the bargaining unit within twelve consecutive months of the date of termination; or a bargaining unit employee who is approved for a leave of absence without pay for no more than twelve consecutive months: (1) shall retain all seniority, as it is defined in the contract, that the employee previously accrued in the bargaining unit position; but (2) shall not accrue additional seniority for time spent in any position outside the bargaining unit.

a) An employee who is demoted either voluntarily, through a reduction in force process or for disciplinary reasons shall have their total time of employment used to determine their seniority in the new position to which they are assigned.

SECTION 4: Seniority shall terminate upon voluntary severance by the employee, by discharge, layoff, failure to report after recall or upon return from an approved leave without pay exceeding twelve consecutive months.

SECTION 5: In the situation of reduction of force or work, employees shall be separated in the following order: (1) temporary employees; (2) probationary employees; (3) regular employees.

SECTION 6: When regular employees within the same job classification are to be separated or their work reduced, the order of separation shall be by seniority within each job classification. **However, an employee in a higher classification may bump the least senior employee in the lower classifications of Detention Officer I or Detention Corporal provided the employee has the minimum qualifications necessary to perform the work. If an employee bumps to a lower classification, the employees shall retain original seniority date regardless of promotion in rank or title. In the case of a layoff, an employee's original hire date in the bargaining unit would be applicable to their seniority.**

SECTION 7: Recall after layoff or reduction in work will be by reverse order of seniority, with the last laid off to be the first recalled.

SECTION 8: Recall after layoff shall be achieved by registered or certified mail directed to the employee's last known address. Employees must report concerning work within seven (7) days after dispatch or mailing of the notice of recall and report for work as agreed within a time period not to exceed fourteen (14) days or lose their seniority.

ARTICLE 30: SHIFT BIDDING

SECTION 1: For the purposes of this Article, “bidding period” shall be defined as a one-year period of time beginning on the first Sunday in January, each year. During the bidding period, Adult Detention Officers shifts shall rotate on a three-month basis and Juvenile Detention Officers shifts shall rotate on a two-month basis.

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

1. Adult Detention Sergeants and Juvenile Detention Corporals will bid from September 1st to September 10th each year. These bids will be finalized by September 14th each year.
2. Adult Detention Corporals and Juvenile Detention Officer I's will bid from September 15th to September 25th each year. These bids will be finalized by September 30th each year.
3. Adult Detention Officer I's will bid from October 1st to October 14th each year.
4. Final bidding results will be posted no later than October 21st each year.

Shift assignments shall be based on seniority date in either the adult or juvenile side as they were hired as follows: the most senior employee in each classification shall receive their first choice and the next senior employee shall receive their choice as seniority and openings on the shifts permit and so on until all employees have been placed on a shift. For the purpose of this Article, “classifications” shall be defined as:

Detention Sergeant.	Five (5) Adult positions: One (1) per each of the four shifts, and one (1) transport team supervisor.
Detention Corporal.	Eight (8) Adult positions: One (1) per each of the four shifts, three (3) classification officers, one (1) transport team supervisor. Four (4) Juvenile positions, one (1) per each of the four shifts.
Detention Officer I.	Adult shift positions: (14) per each of the four shifts, (5) transport officers, (1) Master Control Room Officer, (2) Day Shift Rovers, (2) Outdoor Recreation Officers, (1) SVOR Officer. Juvenile shift positions: (3) per each of the four shifts and (1) Outdoor Recreation Officer.

The EMPLOYER may establish preferential shifts that will be available for bid depending on staffing levels, these positions are assigned to assist primarily during day or mid shift hours to assist the facility in accomplishing its mission. Those positions can include:

- a) Master Control Room (1)
- b) Rovers (3)
- c) Outdoor Recreation (2)
- d) Juvenile Outdoor Recreation (1)

- The EMPLOYER agrees to allow these positions to be filled on a seniority basis, dependent on staffing levels, should the EMPLOYER make changes to the above assignments, the EMPLOYER shall provide at least two weeks notice and agrees to meet at the request of the ASSOCIATION. The position of Rover shall be filled last and are filled based on the needs of the facility. Rovers may be subject to return to a shift spot to accommodate the needs of the facility with two weeks notice, based on seniority.

Detention Training Officers shall bid shifts under this Article according to their classification as Detention Officer I or Detention Corporal.

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

Section 3: Officers who are hired to work Juvenile Detention may only bid shifts in Juvenile Detention and officers hired to work in Adult Detention may only bid to shifts for Adult Detention.

SECTION 4: A work schedule shall be compiled no later than November 15 each year.

SECTION 5: When a vacancy occurs in a classification covered by this Article during the term of this AGREEMENT, the Employer shall post a notice of vacancy or other form of job posting; non-probationary employees who are currently working in that classification and are interested in transferring to the shift on which the vacancy exists shall notify the Sheriff or designee of such interest. Transfers shall be granted on the basis of seniority within the appropriate classification. If no employees express an interest in transferring, the vacancy shall be filled in accordance with Article 11.

SECTION 6: The shift bidding provisions of this Article do not apply to filling vacant detention training officer, Detention Response Team, Background Investigator appointments, Labor and Management Committee, or Security Threat Group Investigator which are covered under Article 11, "Appointments" and are eligible for additional compensation under Article 21, Section 5. The shift bidding provisions in this Article also do not apply to the Detention Unit Manager classification or the Health and Safety Corporal.

Juvenile Detention

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

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

post overtime. When an employee is placed by the Employer in a shift, the employer shall honor prior time off approvals.

SECTION 7: The EMPLOYER reserves the right to deviate from the above provisions in order to train probationary employees to the extent that the probationary employees may be substituted for the least senior member of the appropriate classification on the desired shift. Deviation may also be made to ensure the safe operation of the jail, to respond to detention training officer (DTO) obligations, military obligations, and disturbance response team (DRT) obligations, and to respond to employees who are married couples or established domestic partners employed at the Detention Facility. Deviations for other reasons may occur by mutual consent of the EMPLOYER and the ASSOCIATION.

ARTICLE 31: JURY DUTY / SERVICE AS A WITNESS

SECTION 1: Each employee summoned as a juror shall remit all fees payable as a result of service to the County Accounting Office to be applied against the amount due the employee from the EMPLOYER.

SECTION 2: An employee serving on jury duty who is temporarily excused from attendance during any part of his work shift shall report for duty for the remainder of the shift.

SECTION 3: An employee required to serve as a witness shall collect all fees payable as a result of service and shall remit them to the County Accounting Office to be applied against the amount due the employee from the EMPLOYER.

SECTION 4: All allowances for employee incurred expenses or mileage in connection with service as a juror or witness shall be the property of, and retained by, the employee.

SECTION 5: An employee may elect to charge time spent in jury or witness service against the employee's annual leave. In the event of such election the employee shall retain all fees paid for such service.

SECTION 6: An employee required to attend Court as a witness during his/her duty hours will be paid his/her regular straight time hourly rate of pay. An employee required to attend Court as a witness on his/her off-duty time will be paid a minimum of three (3) hours at one and one-half (1½) times his regular straight time hourly rate. Witness service shall include necessary travel time to and from the place of trial and time required for presence at Court. It shall be the responsibility of the employee to check with the Court in which he/she is to serve as a witness within the hour preceding the scheduled appearance time to assure no changes in scheduling has occurred. Failure of the employee to make such a check shall result in denial of any payments as set forth in this Article in the event the employee does not serve as a witness because of Court scheduling changes.

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

SECTION 7: An employee required to serve as a juror or a witness during scheduled duty time shall not suffer a loss of pay as a result thereof.

ARTICLE 32: EDUCATION

SECTION 1: Time off shall be granted to any full-time, non-probationary employee to attend job-related, professional courses, or POST-accredited courses or courses at a public post-secondary educational institution for up to nine (9) quarter or six (6) semester credit hours per fiscal year, provided such educational leave time has been approved by the Sheriff or designee and the Director of Human Resources. The Director of Human Resources reserves the right to limit the number of enrollees which may be allowed during any fiscal year.

SECTION 2: The EMPLOYER, upon receiving evidence of satisfactory completion of courses previously approved, shall reimburse the employee for the cost of books, registration fees and tuition up to a maximum of six hundred (\$600.00) dollars per fiscal year.

ARTICLE 33: TRAINING

SECTION 1: Officers will be compensated for attending training assigned by the employer. Compensation will include travel time to and from training as required under the Fair Labor Standards Act. Training hours shall be paid in accordance with Article 9 Sections 5 and 6. All training that is classified as mandatory will be attended. Only preapproved absences from the employee's shift supervisor will constitute an excused absence.

a) Local training- Officers scheduled for training during their normal workday will report to work until it is time to depart for or attend training. Officers are expected to return to work once training ends to complete required hours for the workday. Officers attending training on their day off will be compensated from the start of training until the end of training, excluding lunch breaks.

b) Out-of-Area Training- An ASSOCIATION member who is required to attend training shall be paid for actual hours worked in attendance of training and associated travel. If those hours exceed their normally scheduled hours for the week causing the employee to exceed 80 hours for the pay period, the employee will be eligible for overtime or compensatory time. If training and travel time do not meet the necessary hours to attain 80 hours for the pay period, the employee's hours will be made whole. Employees may not be forced to take a normal workday off during a different week in the same pay period to avoid paying overtime nor may an employee take leave during a pay period when mandatory training is scheduled to create an overtime liability for the EMPLOYER that would not otherwise have occurred.

c) Nightshift Allowances- Officers assigned to training during their normal work week can adjust their schedule with supervisor approval without using personal leave to accommodate for the hardship this presents. Officers may leave the prior shift at midnight for training that begins any

time before Noon the next day. They will be credited for the normal hours they would have worked.

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

ARTICLE 34: EXTRADITION / TRAVEL

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

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

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

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

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

ARTICLE 35: BOARD OF REVIEW

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

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

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

1. The Undersheriff who shall sit as Chairman;
2. The Detention Facility commander;
3. The team sergeant;

4. The president, shop steward, or appropriate designee of the employee's bargaining unit;
5. Others who may be designated by the Sheriff, when applicable (i.e., a member of the County Attorney's staff).

SECTION 4: Upon request, an employee who is the subject of a Board of Review hearing may have representation by a member of his/her choice from the ASSOCIATION during such hearing. If the ASSOCIATION is asked to provide such representation, the ASSOCIATION representative shall be allowed to attend on duty.

SECTION 5: The Board will submit written findings of fact and recommendation to the Sheriff and the employee within thirty (30) calendar days of the allegation or incident. The Sheriff will consider the Board's report and submit his decision within thirty (30) calendar days of the written notice of allegation of misconduct, or incident, in writing to the employee with a brief explanation for the decision. The thirty (30) calendar day timelines may be extended by mutual agreement. Any disciplinary action taken shall be subject to the provisions of Article 8.

ARTICLE 36: LAW ENFORCEMENT BILL OF RIGHTS

SECTION 1: Except as otherwise provided by law, or whenever on duty or in uniform, no employee shall be prohibited from engaging, or be coerced or required to engage, in political activity.

SECTION 2: When any employee is under investigation by his commanding officer, or the Sheriff or anyone acting for or on behalf of the Sheriff or at his direction, which could lead to punitive action, an interview shall be conducted under the following conditions. For the purpose of the Article, punitive action is defined as any action which may lead to dismissal, suspension, reduction in rank, reduction in salary, written reprimand, or transfer for the purposes of punishment.

- a. The interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, or during the normal working hours for the employee, unless the seriousness of the investigation requires otherwise. If such interview does occur during off-duty time of the employee being interviewed, the employee shall be compensated for such off-duty time in accordance with the overtime provisions of this Agreement, and the employee shall not be terminated or disciplined for any work missed.
- b. All questions directed to the employee being interviewed shall be asked by and through no more than two interviewers at one time except that the employee being interviewed may waive the restriction, in writing, prior to such interview to allow for more than two interviewers.
- c. The employee under investigation shall be informed of the reason for the investigation and the names of all interviewing officers prior to any interviews.
- d. The interviewing session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The employee being interviewed shall be allowed to attend to his/her own physical necessities.
- e. The employee being interviewed shall not be subjected to offensive language or threatened with punitive, except that an officer refusing to respond to questions or submit to interview shall be informed that failure to answer questions directly related to the investigation or interview may result in punitive action. No employee's home address, home phone number or

photograph shall be released in connection with any disciplinary action or investigation without the express consent of the employee.

- f. The complete interview of an employee may be recorded. If a tape recording is made of the interview both parties shall have access to the contents of the tape recording. Possession of the original tape recording shall remain with the recording party. The employee shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other person, except those which are deemed by the Employer to be confidential. No notes or reports which are deemed to be confidential may be entered in the officer's personnel file.
- g. If prior to or during the interview of an employee it is deemed that he may be charged with a criminal offense, he shall be immediately informed of his constitutional rights.
- h. The employee, shall be notified of the right and at his/her request, shall have the right to an ASSOCIATION representative of his/her choice who may not be either a person subject to the same investigation or a person involved in conducting the investigation. Whenever it is determined by either the EMPLOYER or the employee that the employee may be charged with a criminal offense, that employee, at his/her request, shall have the right to an attorney of his/her choice present.

1. This section shall not apply to any interview of an employee in the normal course of duty, counseling, instruction or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other employee, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

SECTION 3: (A) No employee shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this Article, or the exercise of any rights under the existing grievance procedure.

(B) No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by the EMPLOYER without providing the employee with an opportunity for administrative appeal.

SECTION 4: No employee shall have any comment adverse to his/her interest entered in his/her personnel file by his/her EMPLOYER without the employee first reading and signing the instrument, or a copy of such instrument, containing the adverse comment indicating that he/she is aware of such comment. If the employee refuses to sign the instrument that fact shall be noted on the instrument and signed or initialed by the EMPLOYER.

SECTION 5: An employee shall have thirty (30) days within which to file a written response to any adverse comment entered in his/her personal file. Such written response shall be attached to and shall accompany the adverse comment.

SECTION 6: No employee shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his/her family or household) unless such information is obtained or required under State law or proper legal procedure and tends to indicate a conflict of interest with respect to the performance of his/her official duties, or is necessary for the EMPLOYER to determine the desirability of assigning the employee to a specialized unit or duty in which there is a strong possibility that bribes or other improper inducements may be offered.

SECTION 7: In the event of a criminal investigation, the EMPLOYER will not search any locker, mailbox or slot or space for storage assigned to an individual employee except in the employee's presence, or with the employee's consent, or unless a valid search warrant has been obtained as provided by law.

SECTION 8: The EMPLOYER may not impose discipline without just cause. The EMPLOYER reserves the right to choose the specific level of discipline based on facts and circumstances involved. The ASSOCIATION reserves the right to challenge the level of discipline chosen based on the principles of just cause.

SECTION 9: All written notices of disciplinary actions that do not result in suspension, demotion, or dismissal shall be removed from the employee's file 12 months after they are issued; and written notices of disciplinary suspensions or demotions shall be removed from the employee's file 18 months after they are issued, provided that there has been no subsequent disciplinary action and that the documents are not relevant to any hearing or litigation pending at end of the applicable 12 or 18 month period. Written request for removal of such documents must be submitted to the Director of Human Resources. Removed documents will be retained in permanent records outside of the employee's file as such records should be available, in accordance with Montana law, when requested through litigation or public records requests. Documents removed from the employee's file and retained outside of the employee's file, shall not be used in employment related decisions.

SECTION 10: No member of the bargaining unit may be required to participate in a review board unless addressed under the Use of Force Policy.

ARTICLE 37: LABOR MANAGEMENT COMMITTEE

SECTION 1: In order to facilitate communication and resolve issues of mutual interest, as well as improve relationships between parties, to improve employee morale, improve productivity, promote harmonious relations, and provide new and better ideas to ensure safer and more proficient operation of the Detention facility. It is agreed that bargaining unit members will be allowed to serve on a Labor Management Committee to confer on day-to-day work-related issues. The ASSOCIATION and the EMPLOYER shall each designate a maximum of four (4) members to serve on the committee. Meetings will be held at least once per quarter or upon request of either party. Meetings asked for by either party shall occur within fourteen (14) days of the date of the request, unless another mutually agreed upon date is selected. Requests for meetings by the ASSOCIATION shall be made to the Detention Facility Commander or Sheriff and will be copied to the Human Resource Director.

SECTION 2: The request for a meeting must contain an agenda of items to be discussed. It is understood that this Committee does not discuss items that are currently subject to grievance procedure or items which properly belong in the collective bargaining process. It is further understood that the purpose of such Committee is to meet and confer and to act only in an advisory role.

ARTICLE 38: SEVERABILITY

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

ARTICLE 39: TERM OF THE CONTRACT

This AGREEMENT shall be effective and be in force from July 1, 2025 and shall remain in full force and effect to and including June 30, 2027. This AGREEMENT shall remain in effect from year to year thereafter, unless one of the parties serves a written notice of its desire to terminate, modify or amend the AGREEMENT on or before March 31, 2027. The parties agree that language of the collective bargaining agreement shall be the subject of any negotiation in 2024.

The parties agree to negotiate wages only in 2026 and an MOU with the product of those negotiations will become part of this agreement.

ARTICLE 40: EMBODIMENT

It is agreed by the parties who have hereto executed this AGREEMENT that this contract sets forth the entire AGREEMENT between the EMPLOYER and the ASSOCIATION and that during the course of collective bargaining each party had the unlimited right to offer, discuss, accept, or reject proposals and therefore, for the term of this contract no further collective bargaining shall be had upon any provision of the AGREEMENT unless mutually agreed to by both parties, nor upon a proposal which was offered and discussed but was not made a part of this AGREEMENT. Furthermore, there shall be no verbal or written AGREEMENT between the EMPLOYER and the ASSOCIATION in violation or contravention of this contract.

ARTICLE 41 – EMPLOYER EMERGENCY COMMUNICATIONS

Section 1: In order to communicate with employees around emergency events that might impact the employees worksite, adjacent worksites, or the employees ability to report to work, the Employer will provide communication through either the use of a smart phone app, County email, or text (sms/mss) messaging. In order to facilitate these communications employees are strongly encouraged to provide a cell phone number to the Employer for the purposes of these communications. Employees who elect not to provide a cell phone number, or fail to update the Employer of cell phone number changes, recognize that the Employer may not be able to communicate emergency messages to them, including during active emergencies occurring at their worksite.

Addendum A Pay Matrix

FY2026				
	Sheriff Rate	\$51.79		
	Percentage	Rate	Longevity	5% add-on
Probationary Detention Officer	59%	\$30.56	\$0.31	\$1.53
DIO 1	62%	\$32.11	\$0.32	\$1.61
DIO 1 - 3 years	67%	\$34.70	\$0.35	\$1.74
DIO 1 -5 Years	69%	\$35.74	\$0.36	\$1.79
DIO 1 -10 Years	70%	\$36.25	\$0.36	\$1.81
Corporal	74%	\$38.32	\$0.38	\$1.92
SGT	78%	\$40.40	\$0.40	\$2.02

Signature Page


IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT
THIS 6th DAY OF NOVEMBER 2025

FOR THE EMPLOYER:

FOR THE UNION/ASSOCIATION

Josh Slotnick, Commissioner

Timm Tordowski, AFSCME



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Juanita Vero, Commissioner

Jordyn England



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Dave Strohmaier, Commissioner

Anthony Peard

Hunter Rodrick

Bryan Larson