

# **COLLECTIVE BARGAINING AGREEMENT**

Between

**YELLOWSTONE COUNTY**

And

**THE MONTANA PUBLIC EMPLOYEES ASSOCIATION**

**YELLOWSTONE COUNTY DEPUTY SHERIFF'S UNIT**



**July 1, 2016 through June 30, 2020**

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|--------------------------|
| <b>TABLE OF CONTENTS</b> |
|--------------------------|

**AGREEMENT**

|                                                   |         |
|---------------------------------------------------|---------|
| <b>Article I – Definitions</b>                    | Page 4  |
| Section 1. County                                 | Page 4  |
| Section 2. Associations                           | Page 4  |
| Section 3. Days                                   | Page 4  |
| Section 4. Workweek                               | Page 4  |
| <b>Article II – Recognition</b>                   | Page 4  |
| <b>Article III – Association Rights</b>           | Page 4  |
| Section 1. Rights to Organize                     | Page 4  |
| Section 2. Representation Fee                     | Page 5  |
| Section 3. Deduction of Dues from Employee’s Pay  | Page 5  |
| <b>Article IV – County Rights</b>                 | Page 5  |
| Section 1. Rights of County                       | Page 5  |
| Section 2. Management Rights and Responsibilities | Page 6  |
| Section 3. Effective Laws, Rules, and Regulations | Page 6  |
| Section 4. County Policies                        | Page 6  |
| <b>Article V – Compensation and Work Hours</b>    | Page 6  |
| Base Percentages                                  | Page 6  |
| Section 1. Officer in Charge                      | Page 7  |
| Section 2. Coroner Pay                            | Page 8  |
| Section 3. Scheduling                             | Page 8  |
| Section 4. Shift Trading                          | Page 8  |
| Section 5. Overtime Calculation                   | Page 8  |
| Section 6. Comp Time                              | Page 8  |
| Section 7. Longevity                              | Page 9  |
| Section 8. Clothing Allowance                     | Page 9  |
| Section 9. Reimbursement in Line of Duty          | Page 9  |
| Section 10. Phone Calls                           | Page 9  |
| Section 11. Call Back Pay                         | Page 9  |
| Section 12. Training Compensation                 | Page 10 |
| Section 13. Shift Differential                    | Page 10 |
| Section 14. Field Training Officer Pay            | Page 11 |
| Section 15. Certification Pay                     | Page 11 |
| <b>Article VI – Seniority</b>                     | Page 11 |
| Section 1. Probation                              | Page 11 |
| Section 2. Layoff                                 | Page 11 |
| Section 3. Termination of Seniority               | Page 11 |
| Section 4. Promotion                              | Page 11 |
| Section 5. Seniority List                         | Page 11 |
| Section 6. Recall                                 | Page 11 |
| <b>Article VII – Discipline</b>                   | Page 12 |

|                                                        |         |
|--------------------------------------------------------|---------|
| <b>Article VIII – Grievance Procedure</b>              | Page 12 |
| Section 1. General Provisions                          | Page 12 |
| Section 2. Informal Complaints                         | Page 13 |
| Section 3. Grievance Procedure                         | Page 13 |
| Section 4. Mediation                                   | Page 13 |
| Section 5. Grievance Board                             | Page 14 |
| Section 6. Arbitration                                 | Page 15 |
| <b>Article IX – Leaves</b>                             | Page 15 |
| Section 1. Annual Vacation Leave                       | Page 15 |
| Section 2. Sick Leave                                  | Page 16 |
| Section 3. Bereavement Leave                           | Page 16 |
| Section 4. Holidays                                    | Page 16 |
| Section 5. Leaves Without Pay                          | Page 16 |
| Section 6. Jury Service                                | Page 17 |
| Section 7. Military Leave                              | Page 17 |
| Section 8. Family and Medical Leave                    | Page 17 |
| <b>Article X – Officer Safety and Training</b>         | Page 17 |
| Section 1. Responsibility                              | Page 17 |
| Section 2. Accidents and Injuries                      | Page 17 |
| Section 3. Hepatitis Shots                             | Page 17 |
| Section 4. Body Armor                                  | Page 17 |
| Section 5. Education                                   | Page 17 |
| <b>Article XI – Health and Major Medical Insurance</b> | Page 17 |
| Section 1. Health Insurance                            | Page 17 |
| Section 2. Advisory Committee                          | Page 18 |
| <b>Article XII – Strikes and Lockouts</b>              | Page 18 |
| <b>Article XIII – Miscellaneous Provisions</b>         | Page 18 |
| Section 1. Severability                                | Page 18 |
| Section 2. Administration of the Contract              | Page 18 |
| Section 3. Drug and Alcohol Free Workplace             | Page 18 |
| <b>Article XIV – Duration of Agreement</b>             | Page 18 |
| Section 1. Term and Reopening Negotiations             | Page 18 |
| Section 2. Effect                                      | Page 19 |
| Section 3. Term                                        | Page 19 |
| Section 4. Negotiations                                | Page 19 |
| <b>Signature Page</b>                                  | Page 19 |



## **AGREEMENT**

This Agreement, entered into this 1<sup>st</sup> day of November, 2016 at Billings, Montana, by and between YELLOWSTONE COUNTY, MONTANA, a body politic and a political subdivision of the State of Montana, herein referred to as the "Employer", and the MONTANA PUBLIC EMPLOYEES ASSOCIATION, herein referred to as the "Association".

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana 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, officer safety, and other conditions of employment.

### **ARTICLE I - DEFINITIONS**

**Section 1. County:** The term "County" means Yellowstone County, Montana, its Board of County Commissioners or representatives of the Board.

**Section 2. Association:** The term "Association" shall mean the Montana Public Employees Association, Yellowstone County Deputy Sheriff's Unit of Billings, Montana.

**Section 3. Days:** When referring to time limitations in the contract, unless specifically stated otherwise, the word "days" means calendar days.

**Section 4. Workweek:** The workweek shall be computed from 12:00 a.m. on Monday of each week to 11:59 p.m. Sunday of each week. The work period for overtime is 14 days per FLSA Regulations (29 C.F.R.) 553.230 section 7(k). The work period is the timeframe or parameters used to calculate overtime along with daily overtime as outlined in Article 5 Section 5. For scheduling see Article V Compensation and Work Hours. Shifts that start prior to 11:59 p.m. on Sunday will be included in the workweek based on the start time of the shift.

### **ARTICLE II - RECOGNITION**

The County recognizes the Association as the exclusive representative for all full-time regular deputy sheriffs of Yellowstone County, Montana; except this bargaining unit excludes deputies of the rank of Lieutenant and above or their equivalent ranks in the event that their titles are changed.

### **ARTICLE III - ASSOCIATION RIGHTS**

**Section 1. Rights to Organize:** The County hereby agrees that all employees shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining and other concerted activities for other mutual aid and protection in accordance with Title 39, Chapter 31, M.C.A. The County further agrees that it will not discriminate against any employees for exercising any right granted by the Public Employees Bargaining Act or this Agreement.



**Section: 2. Representation Fee:** Employees are not required to join the Union as a condition of employment, but employees shall, during the term of this agreement, pay a representation fee as a condition of employment in the amount not to exceed the union dues for the purpose of collective bargaining, contract administration, and grievance adjustment. Employees may object to the Association on what portion of the representation fee may be collected.

The employees covered by this Agreement who were not members of the Association as of July 1, 1986, are not required to contribute a fair share fee for services rendered by the Association in an amount equal to dues paid by Association members of the bargaining unit, as a condition of employment. It is also acknowledged that any dispute concerning the assessment of the fair share fees shall be subject to the proceedings provided in Title 39, Chapter 31, M.C.A., and therefore such dispute shall not be subject to the grievance procedure. The Association shall provide written notice of the amount of the fair share fee assessment to the County and to each employee to be assessed the fair share fee.

1. An employee who voluntarily makes application and is accepted by the Association must maintain membership in good standing as a condition of employment.
2. As a condition of employment, all new hires after July 1, 1986, covered by this Agreement who choose not to be members of the Association, may be required by the Association to contribute a fair share fee for services rendered by the Association.
3. All new hires after July 1, 1986, shall come under the provisions of this Article thirty (30) calendar days after their date of hire, as a condition of employment. Employer shall discharge employees who fail to comply within thirty (30) days after receipt of written notice from the Association, unless the employee complies within the thirty (30) day period. This is subject to the provision of Section 39-31-204, M.C.A. as provided in subparagraph (a).

**Section 3. Deduction of Dues from Employee's Pay:** Upon written authorization of any employee within a bargaining unit, the employer shall deduct from the pay of the employee the monthly amount of dues as certified by the Association Secretary and shall deliver the dues to the Association Treasurer. The Union shall indemnify the County and Offices of the County and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article. Regular full time and part time Sheriff Deputies will participate in direct deposit for payroll.

## **ARTICLE IV COUNTY RIGHTS**

**Section 1. Rights of the County:** The Association recognizes that the County has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the County to the full extent authorized by law. The Association further agrees that all management rights, functions, and prerogatives not expressly delegated in this agreement are reserved to the County.

**Section 2. Management Rights and Responsibilities:** The parties recognize the prerogatives of the County to operate and manage the affairs of the County in such areas as, but not limited to:

- a. Direct employees;
- b. Hire, promote, transfer, assign, and retain employees;
- c. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work is ineffective or nonproductive;
- d. Maintain the efficiency of government operations;
- e. Determine the methods, means, job classifications, and personnel by which the government operations are to be conducted;
- f. Take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.
- g. Establish the methods and processes by which work is performed.

**Section 3. Effective Laws, Rules, and Regulations:** The parties recognize the right, obligation, and duty of the County, and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary insofar as such rules, regulations, directives, and orders are not inconsistent with terms of this Agreement, and all terms of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, and orders shall be null and void and without force and effect.

**Section 4. County Policies:** The Association specifically adopts the current Yellowstone County Sheriff's Policy and Procedures Manual, and any part, which is not in conflict with this Collective Bargaining Agreement. The Association representative(s) shall be given the opportunity to meet with the employer in advance of any changes in personnel policies, or other written policies that affect the employees in the bargaining unit. The Employer shall notify the Association in writing of any changes made to Sheriff's Policy and Procedures Manual during the duration of this Agreement. It is understood that the final decision regarding policy changes rests with the employer.

## **ARTICLE V - COMPENSATION AND WORK HOURS**

**Base Percentages:** (Sheriff base salary plus the Sheriff's \$2,000 statutory adjustment is used to determine Sheriff Deputy base salary.) Sheriff Deputy Base salaries for this contract are:

### **Compensation for FY17 through FY20:**

|                                    | <b><u>FY17</u></b> |
|------------------------------------|--------------------|
| Entry through Year 1 & 364 days    | 72.00%             |
| Year 2 through Year 5 & 364 days   | 73.00%             |
| Year 6 through Year 9 & 364 days   | 74.50%             |
| Year 10 through Year 14 & 364 days | 75.50%             |
| Year 15 on                         | 76.50%             |
| Sergeants                          | 79.50%             |



|                                    |                    |
|------------------------------------|--------------------|
|                                    | <b><u>FY18</u></b> |
| Entry through Year 1 & 364 days    | 72.00%             |
| Year 2 through Year 5 & 364 days   | 73.00%             |
| Year 6 through Year 9 & 364 days   | 74.75%             |
| Year 10 through Year 14 & 364 days | 75.75%             |
| Year 15 on                         | 76.75%             |
| Sergeants                          | 79.75%             |

|                                    |                    |
|------------------------------------|--------------------|
|                                    | <b><u>FY19</u></b> |
| Entry through Year 1 & 364 days    | 72.00%             |
| Year 2 through Year 5 & 364 days   | 73.00%             |
| Year 6 through Year 9 & 364 days   | 74.75%             |
| Year 10 through Year 14 & 364 days | 75.75%             |
| Year 15 on                         | 76.75%             |
| Sergeants                          | 79.75%             |

|                                    |                    |
|------------------------------------|--------------------|
|                                    | <b><u>FY20</u></b> |
| Entry through Year 1 & 364 days    | 72.00%             |
| Year 2 through Year 5 & 364 days   | 73.00%             |
| Year 6 through Year 9 & 364 days   | 75.00%             |
| Year 10 through Year 14 & 364 days | 76.00%             |
| Year 15 on                         | 77.00%             |
| Sergeants                          | 80.00%             |

In Fiscal Years FY18, FY19 and FY20 if the elected officials' resolution states that the base salary for elected officials, exclusive of additional compensation as generally shown in a Board Resolution in accordance with the Yellowstone County Salary Compensation Board is less than two percent (2.0%) this contract may be reopened within 30 calendar days for salary negotiations.

**Section 1. Officer in Charge pay:** After Shift bid, the OIC position will be open to bid by Patrol Team based on seniority and merit on the team. Deputies with at least three years completed service with the Sheriff's Office are eligible to bid for OIC. If the OIC position is not filled on an individual team basis by this process, the position will be open to all Deputies regardless of team to bid for the unfilled OIC position with same criteria applying.

If an OIC is selected from another team, then the deputy selected as OIC will transfer to the team without an OIC. The team slot vacated by the OIC will be offered to members of the OIC's new team based upon seniority; however no team will be left without a member with at least 3 years' experience. If none want to move, then the open slot will be filled by the least senior Deputy on the over-filled team. OIC receives a one percent (1%) base pay increase for the duration of the



assignment. If no one bids for an OIC position after the above process, the Sheriff will make the assignment.

**Section 2. Coroner Pay:** Each deputy appointed by the Sheriff to serve as coroner, will be paid a flat fee to be added to the base salary and incorporated in the payroll check. It is also understood that such individuals are still subject to FLSA overtime benefits. The monthly flat fee shall be \$250.00 per month for the deputies. Additionally, the deputies shall receive county policy travel allowance if they use their own private vehicle.

**Section 3. Scheduling:** Patrol deputies will be assigned two, fourteen (14) day cycles (28 days). A 14-day cycle will be made up of three 12-hour workdays, then four days comprised of three 12-hour shifts and one 8-hour shift. There shall be two (2) shifts; the day shift beginning at 7:00 a.m. and ending at 7:00 p.m., and the night shift beginning at 7:00 p.m. and ending at 7:00 a.m. Eight hour shifts will be scheduled and rotated at the discretion of the Sheriff or his designee to ensure public safety. The Sheriff or his designee may modify the work schedule to ensure public safety.

**Section 4. Shift Trading:** Upon consent of the Division Commander, shift trading within the division can be done.

**Section 5. Overtime Calculation:** When overtime is calculated, vacation leave-during the workweek shall be considered time worked. Sick leave premium holiday pay and compensatory leave will not be considered to be hours worked for the purpose of computing overtime. Voluntarily coming to work a shift in addition to the normal work week is not call back, it is hours worked and may end up being overtime or compensatory time, and deputies understand this might not be overtime or compensatory time if they use sick leave or there is a premium paid holiday in that same pay period. All work week adjustment must be approved by a Lt. or higher.

Overtime will be calculated on hours worked in excess of the daily scheduled hours. No overtime shall be worked without authorization of the Sheriff or his/her designee, and there shall be no pyramiding of overtime or premium pay. The County will not cancel pre-approved annual leave for the purpose of offsetting overtime.

**Section 6 Compensatory Leave:**

Members of the MPEA Sheriff's Unit must elect individually for a fiscal year at a time to:

- a) Receive overtime strictly as pay or
- b) To convert their overtime to compensatory leave at time and one-half in lieu of overtime pay for the duration of this contract until their compensatory leave bank reaches 80 hours.

If comp time is used and the leave bank falls below 80 hours, overtime earned will be converted to comp time till the bank again reaches 80 hours. This re-accrual will occur each time the bank falls below 80 hours. After the compensatory leave bank reaches 80 hours, all overtime will be compensated as pay.

The Sheriff or designee shall pre-approve the days on which compensatory leave will be taken, upon consideration of staffing needs. Compensatory leave requests shall be used in 1 hour increments. Unless approved by the Sheriff or designee, compensatory leave cannot be used to exceed the normal shift.

Compensatory leave earned in a pay period may be used the next pay period or thereafter, once it has been recorded into the pay system after the processing of each pay cycle in which it was earned. Since compensatory leave has already been converted at time and one-half, it will not be considered to be hours worked for the purpose of computing overtime when compensatory leave is utilized.

The employee must agree in writing, each June, in advance of the upcoming fiscal year, to accept FLSA compensatory time in lieu of overtime pay for the fiscal year, and must indicate his/her preference for FLSA compensatory time on a Yellowstone County Overtime/FLSA Compensation Time Selection form. If an election is not made in June of the fiscal year, the election will remain the same as the previous year. Deputies may cash out compensatory leaves balances (in full or partially) on a pay period basis with proper notification.

**Section 7. Longevity:** Sheriff Office - Longevity payments, Section 7-4-2510, M.C.A. Longevity will be calculated by starting with the first of the month prior to the date of his/her first anniversary of employment with the Office adjusted annually. A deputy sheriff is entitled to receive a longevity payment as outlined in statute. "Individual percentage" rather than a base of 72.00% will be used to calculate longevity.

**Section 8. Clothing Allowances:** New hires shall receive 4 short sleeve shirts, 4 long sleeve shirts, 3 pair pants, 1 jacket, 1 raincoat, all brass, and patches. All parts of the uniform listed above shall be replaced at no cost to the employees if it is worn out, damaged, or becomes the wrong size. Regular full-time detectives will receive a clothing and footwear allowance of one thousand (\$1,000.00) per year to be paid during the second month (August) of each fiscal year. Regular full time uniform division deputies shall receive six hundred (\$600.00) dollars paid during the second month (August) of the fiscal year. Probationary employees receive the clothing allowance the first August after completing probation.

**Section 9. Reimbursement in Line of Duty:** The Employer shall reimburse the employee for reasonable costs for replacement or repair of a wristwatch and/or prescription eyeglasses 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/her 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. The maximum allowance for this provision shall be \$40.00 for a wristwatch and reasonable repair or replacement costs for eyeglasses.

**Section 10. Phone Calls:** Reimbursement shall be made for job related long distance phone calls provided documentation is furnished.

**Section 11. Call Back Pay:** If an employee leaves work and is called back to start work by Lieutenant or higher more than an hour before the start of the employees shift, such time qualifies



for call back pay and the employee will be compensated for a minimum of three (3) hours at time and one-half (1.5) the regular rate of pay (premium pay). The Officer shall not be required to do any other work than what he/she was called back for.

If an employee leaves work and is called in to start work less than one hour before the start of the employees shift this does not qualify for call back pay it is considered an extension of the shift.

Continuing work after a Deputy's shift is over with no break in service is always on extension of the shift and call back does not apply.

This Section includes call back for court time. A subpoena is necessary to receive court time pay. For Court call back, the officer shall not be required to do any other work than what he/she was called back for.

If a deputy is called in early more than one hour before the shift, the Sheriff or designee must give the deputy 12 hours' notice or it will be considered call back.

Mandatory training outside a scheduled shift is considered call back. The Sheriff will define mandatory training. Coroner calls are covered under coroner pay and this section does not apply. Fire Marshal meetings are regular work time not call back. Call back includes:

- Court time with subpoena
- Attending FTO meeting outside normal scheduled hours
- SWAT training outside normal scheduled hours
- Meeting with the County Attorney outside normal scheduled hours
- Commander meeting outside normal scheduled hours
- Other situations where a Lt. or higher calls a deputy in to work

*(Deputies on day shift will do their best to schedule meeting or inform others that it works best to schedule meeting during their work time. For example, with County Attorney's Office or other agencies. If a deputy goes from the end of a shift to one of the call back criteria above (meeting, etc.) it is an extension of the shift. Call Back is a compensation premium payment not overtime or compensatory time and is not used for overtime calculations.*

**Section 12. Training Compensation:** If a deputy is required to attend training, he/she shall be compensated at the applicable rate of pay. The Office must make a good faith effort to equalize the amount of training offered to each employee.

**Section 13. Shift Differential:** Deputies who are assigned to rotational shifts will receive a shift differential of \$0.76 per hour (paid at \$0.38 year round) for the hours worked on the night shift. Deputies who work rotational shifts work approximately 6 months on dayshift and 6 months on nightshift. Night shift is defined as 7:00 PM to 7:00 AM. In order to simplify payroll, the differential will be paid year round at the rate of \$.38 (thirty eight cents) per hour.

**Section 14. Field Training Officer Pay:** Each Deputy who is appointed in writing to serve as a Field Training Officer (FTO) will receive additional pay equivalent to 1% of the Deputy's base hourly rate of pay.

**Section 15. Certification Pay:** The Sheriff's Office will provide a one-time \$300.00 incentive for the successful completion of P.O.S.T. Intermediate Certification and a one-time \$600.00 incentive for the successful completion of P.O.S.T. Advanced Certification; a one-time \$900.00 incentive for the successful completion of P.O.S.T. Supervisory Certification; a one-time \$1200.00 incentive for the successful completion of P.O.S.T. Command Certification and a one-time \$1500.00 incentive for the successful completion of P.O.S.T. Administrative Certification.

## **ARTICLE VI. SENIORITY**

**Section 1. Probation:** A deputy shall be classified as probationary for the first (12) months of continuous employment. All employees shall be without seniority for the first twelve (12) months of employment. Upon successful completion of the twelve (12) month period, employees shall accrue seniority from the date of their continuous employment as a sheriff deputy. A non-probationary deputy shall be a deputy with more than one year of employment with the Yellowstone County Sheriff's Office unless extended. Upon mutual agreement between the County and the Union, an employee's probationary period may be extended. During this extension the employee may be discharged by the County with or without cause. A discharged probationary employee shall have no recourse against the County or the Union.

**Section 2. Layoff:** Layoffs caused by reduction in force shall be in order of seniority within the bargaining unit; that is, the employee last hired shall be the first released, unless in the opinion of the Sheriff, there is no one on the force who is capable of fulfilling that employee's responsibilities. Before an employee can be laid off, he/she must receive written notice 15 calendar days before the layoff is to occur.

**Section 3. Termination of Seniority:** Seniority shall terminate upon resignation, discharge, retirement, or by failure to report after recall from layoff.

**Section 4. Promotions:** Provided qualifications and merit, which is competence and ability, are equal, seniority shall apply to promotions. Sergeants shall come from the ranks of those employees with five (5) or more years of service as a sworn deputy with Yellowstone County Sheriff Office. See Sheriff's Policy 10-2 for specifics. Effective date for promotions will be the start of the pay period currently the 1<sup>st</sup> and 16<sup>th</sup> of the month.

**Section 5. Seniority List:** The Employer, listing employees by date of hire, taking account of lapses in seniority accrual, shall maintain the seniority list. The list shall be posted.-Seniority shall not accrue during layoff or while an employee is on a leave of absence without pay in excess of fifteen days. Seniority determines shift preference and days off. The Sheriff has the authority to make special assignments.

**Section 6. Recall:** On layoff the least senior employee shall be the first laid off and on recall from the layoff the most senior employee shall be the first recalled. Recall shall be by notice to



the employee's last known address. Employees called back following a layoff shall have fourteen (14) calendar days to return to work.

## **ARTICLE VII – DISCIPLINE**

Both parties agree that all disciplinary action shall be based in accordance with Sheriff Office Policy Manual and County Policies.

## **ARTICLE VIII – INFORMAL COMPLAINTS, GRIEVANCE PROCEDURE, AND ARBITRATION**

### **Section 1. General Provisions**

1. The parties in their mutual interest acknowledge that it is desirable for the employee and his/her supervisor to resolve problems through free and informal communications. Nothing contained in this Agreement shall be construed to prevent an employee from discussing a problem with his/her supervisor and having it adjusted without intervention or representation by Association representatives.
2. A grievance shall mean an alleged violation, misinterpretation, or misapplication of any provision of this Agreement. Disputes regarding issues bargained will be covered by the grievance procedure.
3. All disputes, controversies, or claims arising out of or relating to this contract must first proceed through steps 1 and 2 of the grievance procedure before advancing to arbitration or an alternative review process.
4. The Association shall be the exclusive representative of the employee(s) in grievance procedures and arbitration. The Association shall not be required to pursue employee grievances if in the Association's opinion a grievance lacks merit.
5. The term day used herein shall mean "working day" Monday through Friday, excluding holidays as defined by Montana State law.
6. Failure of the grievant or Association to act on a grievance within the prescribed time limits will act as a bar to any further appeal. The Employer's failure to issue a response within the time limits shall permit the Association to proceed to the next step. Parties may by mutual, written agreement extend any deadlines set forth in this agreement.
7. The grievant is generally entitled to attend hearings and meetings regarding the grievance. A grievant shall not use paid working time to prepare a grievance or to attend grievance, mediation, grievance board, or arbitration hearings. The employer shall release the grievant from regular duty to attend such hearings, but the grievant must use accumulated leave, such as vacation or comp time, to cover the time away from duty. This release will include the evening/night before and after if the employee works other than a day shift.
8. An employee other than the grievant may be given working time off to participate in a grievance hearing. However, this time may be paid working time only if that employee's participation is at the request of Yellowstone County.
9. Employees shall not be retaliated against for filing a good faith grievance or participating in a grievance hearing under this procedure. If an employee believes he/she is experiencing retaliation, s/he shall immediately report such conduct to the Association and Human Resources Director or the Board of County Commissioners.

10. An employee must have successfully completed his/her probationary period in order to file a grievance.
11. Two or more grievances involving the same issue may be consolidated upon mutual, written agreement of the County and the Union involved.

## **Section 2. Informal Complaints**

The parties hereby agree that informal discussion is encouraged. Prior to filing a formal grievance, an employee, steward, or Association representative shall attempt to resolve the issue informally with the immediate supervisor.

## **Section 3. Grievance Procedure**

Step 1. If an employee files a formal grievance, the employee in concurrence with the Association shall submit the grievance in writing to the Undersheriff within 15 working days of the origin of the occurrence. The written grievance shall at minimum contain the following information:

- 1) Employee's name;
- 2) A statement of the nature of the grievance;
- 3) A proposed solution to the grievance;
- 4) The employee's and/or Association representative's signature and date.

The Undersheriff shall have fifteen (15) working days from receipt of the grievance to respond to the grievant in writing.

Step 2. In the event the Association is not satisfied with the disposition of the grievance in Step 1, it shall be referred in writing by the Association to the Sheriff with a copy to the Director of Human Resources within fifteen (15) working days after receiving the Undersheriff's response in Step 1. A meeting between the Sheriff, Sheriff's designees, Director of Human Resources, grievant, and Association representative shall be held at a mutually agreeable time within fifteen (15) working days of the initiation of Step 2. If the grievance is settled, it shall be reduced to writing and signed by the Association and the Sheriff or designee. Grievances at this level must be settled within fifteen (15) working days after the meeting.

The Board of County Commissioners must approve all monetary settlements. If a settlement is reached, it shall be presented to the Commissioners by the Sheriff or his designee and approved by the Commissioners within 15 working days of settlement. The grievant shall not be penalized in reference to time limits during this period. If the settlement is not approved by the Board of County Commissioners, the grievant may continue with arbitration or an alternative review process.



#### **Section 4. Mediation (optional)**

1. The Montana Board of Personnel Appeals or Federal Mediation and Conciliation Services will be used exclusively for grievance mediation.
2. The parties must submit a signed, joint request for assistance.
3. The parties agree to waive time limits while the mediation step is being utilized.
4. The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic, or tape recordings of the meetings will be made.
5. The mediators notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting.
6. The mediator will use problem-solving skills to assist the parties, including joint and separate caucuses.
7. The mediator has no authority to compel a resolution.
8. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate sessions with an oral advisory opinion.
9. If the parties cannot resolve the grievance, the grievant may proceed with arbitration or an alternative review process.
10. Nothing said by the parties during a grievance mediation, or any documents prepared for a mediation session, can be used during arbitration proceedings.
11. The parties agree to hold the Montana Board of Personnel Appeals or Federal Mediation and Conciliation Services and their mediators harmless for any claim of damages arising from the mediation process.
12. The parties must agree to these procedures and guidelines prior to initiation of the mediation process.

#### **Section 5. Grievance Board (optional)**

In the event that the Association is not satisfied with the disposition of the grievance after Step 2 or after mediation (if utilized), within 15 working days of the conclusion of either, a Grievance Board consisting of three members will be selected as follows:

- 1) The Association will select one member
- 2) The Sheriff will select one member
- 3) The two chosen members will then select the third member. The third member will serve as chairman and hearing officer.

None of the members will be employees of Yellowstone County or the Association or Association or County legal counsel. The Grievance Board shall conduct a hearing within twenty (20) working days after the Board is established. The hearing shall be conducted in a fair and impartial manner and allow equal access to all parties to attain a full and open understanding of the grievance. The Grievance Board shall render a decision within fifteen (15) working days following the hearing. The Board's decision shall be of a majority and shall be final and binding.

The parties shall split costs of the mutually selected Chairman/hearing officer equally. The Grievance Board shall not have the right to recommend, amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. The Grievance Board is to consider and decide on the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of the contract.

## **Section 6. Arbitration**

In the event that the Association is not satisfied with the disposition of the grievance after Step 2 or after mediation (if utilized), within 15 working days of the conclusion of either, the Association shall deliver written notice to the Sheriff (with a copy to the Director of Human Resources) that the grievance will be taken to arbitration.

Within five (5) working days after submission of the written notice, the Association and County will attempt to mutually agree on an impartial arbitrator. If the Association and the County are unable to mutually agree on an impartial arbitrator, the Association shall within ten (10) working days of submitting the written arbitration notice to the County send a written request to the Montana Department of Labor and Industry requesting a list of five arbitrators. Within five (5) working days of receipt of the list, the Association and County shall meet and alternately strike names from the list. A coin toss will decide who goes first. The arbitrator whose name remains on such list shall hear the case and decide the issue.

Each party shall bear the expenses of its own representatives and witnesses but the expenses of the arbitrator shall be shared one-half (1/2) by the County and one-half (1/2) by the Association.

The impartial arbitrator shall have no power to render a decision on any matter not specifically covered by the terms, provisions, or limitations of the Agreement; to render a declaratory judgment; or to add to, subtract from, or modify any of the terms, provisions or limitations of the Agreement.

The impartial arbitrator must render a decision within thirty (30) working days of the hearing.

The arbitrator's written decision shall be final and binding upon the grievant, the Association, and the County.

## **ARTICLE IX – LEAVES**

**Section 1. Annual Vacation Leave:** Per Statute and County Policy. Vacations will be taken at a time that is mutually agreeable to the employee and approved by the immediate supervisor, giving consideration to the needs of the employee and obligation of the office. If approved, vacation will be made by seniority as to requests made prior to April 1 and on a first requested, first approved basis thereafter. If two or more employees on the same shift request the same vacation day(s) on the same request day, seniority shall prevail.

- Unless approved by the Sheriff or designee, vacation can not be used to exceed the scheduled shift.



- No vacation leave with pay will be granted in advance of vacation earned.
- Vacation time taken off shall be recorded to the nearest quarter hour.

### **Section 2. Sick Leave:**

Employees of the union are entitled to sick leave benefits as set forth for all public employees in Section 2-18-618, M.C.A. and County Policy. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this act.

After three (3) consecutive days, the County reserves the right to require an employee to provide a medical certificate or require a medical examination of anyone: using sick leave, medical benefits, Worker's Compensation benefits, or whose physical or mental condition interferes with or may interfere with the performance of his/her duties. The examination will be conducted by a medical doctor, psychologist, or psychiatrist selected by the County at the County's expense.

Upon approval by the Sheriff, employees who, because of illness or injury, are subject to extended convalescence may return to work in a light or limited duty status in lieu of exhausting all earned sick leave credits. Any employee returning to work in a light or limited duty status shall provide the Sheriff or his designee with written permission or authorization from his/her physician allowing the employee to return to work in that capacity. The Sheriff may require a physician's statement prior to allowing an employee to return to a light duty assignment or to normal duties.

**Section 3. Bereavement Leave:** Per County Policy. A deputy may attend the funeral of a co-worker in the Sheriff's Office, a retired Sheriff's Office employee, or a law enforcement officer in another jurisdiction in Montana upon approval of the Sheriff or his/her designee without causing a loss of pay.

**Section 4. Holidays:** Per Statute, County Policy, and CBA.

An employee required to work on the actual holiday (not the observed holiday), excluding the statutory general Sunday holiday as cited in M.C.A. 1-1-216(a) shall receive hourly compensation in the form of time and one half (1.5) hours pay for each hour worked on the holiday (premium pay), plus the 8-hour holiday pay at the straight time rate. This shall be in the form of paid compensation. An employee who is not required to work on the actual holiday shall receive eight (8) hours of holiday pay at the regular rate, and should circumstance require, the employee may charge the remaining hours required to reach 80 hours (four [4] hours of the 12 hour shift) to vacation or previously accrued comp time. A Deputy may exchange short day (8-hour day) as the holiday and work another 12- hour day instead of taking 4 hours vacation or previously accrued comp time. This must be coordinated with the Supervisor. Any deputy who is to be reassigned from a holiday they would normally work shall be given two weeks notice. The start of the shift determines the holiday, for example shifts starting at 7 A.M. and 7 P.M. on December 25<sup>th</sup> would be considered working the Holiday, not the 7 P.M. shift on December 24<sup>th</sup>.

Note: premium pay in this section refers to paying time and one-half for hours worked on a holiday.

**Section 5. Leaves Without Pay:** Employees may take leave of absence without pay subject to prior approval of the Sheriff. Requests may be submitted in writing to the Sheriff within a reasonable time prior to the requested starting date. The request may also state the reason for the

leave and the requested duration of the leave. The supervisor shall respond to the employee in writing giving the reason for the denial if leave is denied.

**Section 6. Jury Service:** Jury duty-service as witness, Section 2-18-619, M.C.A. and County Policy.

**Section 7. Military Leave:** Shall be governed by State and Federal law.

**Section 8. Family and Medical Leave:** Governed by Federal Law, State Law, and County Policy.

## **ARTICLE X - OFFICER SAFETY AND TRAINING**

**Section 1 – Responsibility:** Each person covered by this agreement has the responsibility to:

1. Take reasonable care for their individual health and safety; consider the safety of other persons who may be affected by their acts or omissions.
2. Work in accordance with information, instruction, and training provided.
3. Refrain from intentionally misusing or recklessly interfering with anything that has been provided for health and safety reasons.
4. Report any hazardous defects in equipment or shortcomings in the existing safety arrangements to a Command Staff without delay.

**Section 2. Accidents and Injuries:** The employee shall, to the best of his/her ability, complete an accident report form provided by the employer immediately after an accident or at the latest upon completion of shift and return it to his/her supervisor, who shall forward it to the Sheriff for review. All accidents and injuries regardless of their magnitude shall be reported, and failure to do so may result in delay or denial of possible worker's compensation benefits and/or disciplinary action.

**Section 3. Hepatitis Shots:** Hepatitis shots and any other medical and/or safety items required by acceptable law enforcement safety standards shall be provided at the Employer's expense.

**Section 4. Body Armor:** All deputies who wish to have body armor will be provided with new issue or have their present armor refurbished within the guidelines. No deputy will be required to wear "hand me down" body armor. Body armor shall be replaced every five years in increments - such as 1/3 at a time.

**Section 5. Education:** It is encouraged by the Yellowstone County Sheriff's Office that all deputies achieve a bachelor's degree from an accredited college or university. Please refer to County Policy on Education.

## **ARTICLE XI - HEALTH AND MAJOR MEDICAL INSURANCE**

**Section 1. Health Insurance:** The County shall pay the cost of the premium for the group hospitalization major medical plan for individual coverage for each eligible employee employed by the County who is enrolled in the County's group hospitalization major medical plan on the same basis as other County employees.



**Section 2. Advisory Committee:** The bargaining unit may have an employee representative on the Health Insurance Advisory Committee and the Association shall notify the County who the representative is and any change in representation.

## **ARTICLE XII - STRIKES AND LOCKOUTS**

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 there shall be no work interruptions, slowdowns, or strikes at any time. In the event of the unauthorized interruptions the Association agrees that it will join with 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 XIII - MISCELLANEOUS PROVISIONS**

**Section 1. Severability:** If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**Section 2. Administration of the Contract:** Both parties retain all remedies provided to them by law subject to the provisions of this contract, however, it is agreed that before either of the parties make use of these remedies, it will make a reasonable effort to settle the matter through such procedures as provided for by this contract.

It is understood and agreed by the parties that any claim by an employee which constitutes an unfair practice allegation as defined by 39-31-401, M.C.A., of the Montana Public Employees Collective Bargaining Law as amended, shall not be subject to the grievance procedure provided in this Agreement, notwithstanding reference to any such matters in this Agreement, but the employee's exclusive remedy shall be to file such charges with the Board of Personnel Appeals as provided by Title 39, Chapter 31, M.C.A. of the Montana Public Employees Collective Bargaining Law, as amended since jurisdiction for the determination and enforcement of unfair practices is vested in the Board of Personnel Appeals by the Montana Public Employees Collective Bargaining Law, as amended.

**Section 3. Drug and Alcohol Free Workplace:** Per County Policy.

## **ARTICLE XIV - DURATION OF AGREEMENT**

**Section 1. Term and Reopening Negotiations:** The provisions of this Agreement shall be effective July 1, 2016 and shall remain in full force and effect until June 30, 2020. A wage reopener (Article V only) is permitted only under any of the following conditions:

1. By mutual consent of both parties (BOCC and Union)
2. If legislature changes M.C.A 7-4-2508.

3. If the County compensation committee base wage for the elected officials raise is less than 2%.

If either party desires to re-negotiate or amend the Agreement, written notice of such intent to the other party shall be made at least ninety (90) calendar days and not more than one hundred twenty (120) calendar days before the expiration of this Agreement. During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both the parties in written and signed amendment of this Agreement, with the exception of a wage reopener as dictated above. All amendments or memorandums of understanding must be approved by the Board of County Commissioners.

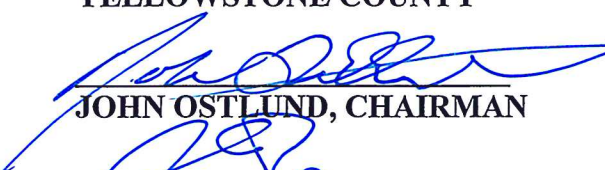
**Section 2. Effect:** This agreement constitutes the full and complete agreement between the County and the Union upon which the parties did bargain or could have bargained unless amended by Section 1. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions. The parties acknowledge that all the remedies for breach of this contract are contained within the provisions of this contract.

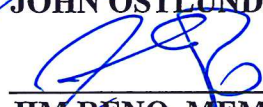
**Section 3. Term:** The employer's fiscal year runs from July 1<sup>st</sup> of each year to June 30<sup>th</sup> of the following year. The term of this agreement shall be July 1, 2016 to June 30, 2020.

**Section 4. Negotiations:** Negotiations will be opened at any time that a change in law or an official act by person or bodies other than the parties hereto nullifies any of the terms of this contract. Negotiations at this time will be confined to the particular matter affected.

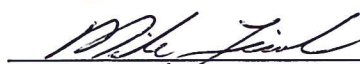
Entered into this 1<sup>st</sup> day of November, 2016.

BOARD OF COUNTY  
COMMISSIONERS  
YELLOWSTONE COUNTY

  
JOHN OSTLUND, CHAIRMAN

  
JIM RENO, MEMBER

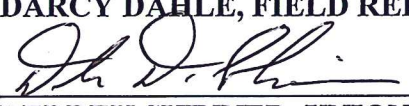
  
ROBYN DRISCOLL, MEMBER

  
MIKE LINDER, SHERIFF

MONTANA PUBLIC  
EMPLOYEES ASSOCIATION

  
QUINTON NYMAN, EXEC DIRECTOR

  
DARCY DAHLE, FIELD REP

  
DERREK SKINNER, UNION PRESIDENT

ATTEST:   
JEFF MARTIN, CLERK & RECORDER



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
YELLOWSTONE COUNTY  
AND  
THE MONTANA PUBLIC EMPLOYEES ASSOCIATION  
YELLOWSTONE COUNTY DEPUTY SHERIFF'S UNIT.**

This memorandum of understanding (MOU) is being entered into for the purpose of modifying the way shift differential is paid. This change has been necessitated by an administrative change to Deputy scheduling.

Current language reads as follows:

**Section 13. Shift Differential:** Deputies who are assigned to rotational shifts will receive a shift differential of \$0.76 per hour (paid at \$0.38 year round) for the hours worked on the night shift. Deputies who work rotational shifts work approximately 6 months on dayshift and 6 months on nightshift. Night shift is defined as 7:00 PM to 7:00 AM. In order to simplify payroll, the differential will be paid year round at the rate of \$0.38 (thirty eight cents) per hour.

This MOU will modify the collective bargaining language to read:

*Deputies who are assigned to night shift will receive a shift differential of \$.76 per hour for the hours worked on the night shift. Night shift is defined as 7:00 PM to 7:00 A.M. This includes time worked over on a scheduled short shift during 7:00 PM to 7:00 AM.*

This language will take effect to coincide with the shift change.

DATED November 21, 2017

  
Mike Linder  
Yellowstone County Sheriff

  
Quinton Nyman  
MPEA Executive Director

  
John Ostlund, Chairman  
Yellowstone County Commissioner

  
Darcy Dahle  
MPEA Field Representative

  
Robyn Driscoll  
Yellowstone County Commissioner

  
Derrek Skinner  
MPEA Unit President

  
Denis Pitman  
Yellowstone County Commissioner

# MEMO

## YELLOWSTONE COUNTY SHERIFF'S OFFICE

**To:** Darcy Dahle  
Derrek Skinner

**Cc:** Dwight Vigness

**From:** Sheriff Linder

**Date:** 11-13-17

**Re:** 2018 Shift schedules

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### 2018 Shift Changes

During the last session, the Legislature approved two additional District Court Judges to deal with the increased court caseloads in Yellowstone County. These Judges will be in place in January 2019, making 8 District courts in Yellowstone County. Our Sheriff's Office must be prepared to provide the services required by these courts. Montana Code Annotated 7-32-2121 spells out the duties of the Sheriff. Among those duties is:

(5) attend all courts, except municipal, justices', and city courts, at their respective terms or sessions held within the county and obey their lawful orders and directions;

The schedules shown below are a proposed trial schedule for the 2018 calendar year. The intent is to provide sufficient coverage within the courts and at the street level, as well as allow the patrol division to remain on the 12-hour shift schedules.

January 2018 changes as approved per Darcy Dahle email 11-9-17

### **Court Deputies** (subject to change as needs are determined)

In order to address what many feel is one of the main challenges (inmate transportation during day shifts) we are designating two positions to address these concerns. Two 8-hour positions will be posted for court-designated duties, including but not limited to transports, guard duties, court / courthouse security, drug and alcohol courts, trials, hearings and alike. These positions will be bid as one-year assignments, although the



criteria for bidding these positions is different from other special assignments. Current special assignments require 3 years of service with the YCSO.

Court duty assignment requires the following:

1. Must not have current disciplinary action.
2. Must have a minimum of three years of service as a deputy sheriff with the YCSO. or
3. Must have completed probation including any extension and have an additional 3 years of sworn law enforcement experience (4 years total) at the time the assignment is to begin.

Assigned court deputies will be responsible for coordinating with and staying in communication with the Sheriff's Office and Jail transportation personnel, as well as courthouse security.

The assignments will be based primarily on seniority and only open to Deputies who hold no other assigned responsibilities or rank such as Corporals, Sergeants, coroners, etc.

**The court deputy hours will be as follows.**

Dep. 1 will be 0800 – 1600 and Dep. 2 will be 0900 to 1700 hrs. with weekends and holidays off. Shifts will be bid by seniority with YCSO. Dayshift command staff (Lt. or above) must approve any overtime unless this responsibility is delegated to the on duty Sergeant or Corporal due to a trial, hearing, etc.

If circumstances allow (light or no court, no transports, etc.) Court deputies may be called upon to help on the streets if the need arises. The intent is to keep at least one Deputy available in the courthouse at all times. **This includes scheduling vacations and other time off.**

*In the event the court positions are not filled during the shift bid process, the positions will be assigned based on a modified reverse seniority basis. The Deputy(s) with the least amount of time as a Yellowstone County Deputy, who meet the qualifications for this position, will be assigned to this position.*

**Shift Manpower**

Because day shifts normally have command staff available as additional support when needed, If we are short on manpower due to vacancies, days will potentially have seven deputies assigned to their teams with a minimum of five deputies on duty at all times. The two court deputies will be in addition to the seven assigned to dayshift. The night shift teams will be assigned eight deputies with a minimum manpower of six. Night shift may reduce to five deputies after 0300 hrs. to accommodate 8 hour shifts.

#### Team A

Mon, Tues, Wed and every other Sunday

Dayshift 0700hrs-1900hrs

8-hour day every two weeks 0700-1500

7-person team / 5 minimum (minimum does not include Court Deputies or Lt.)

#### Team B

Thurs, Fri, Sat and every other Sunday

Dayshift 0700hrs-1900hrs

8-hour day every two weeks 0700-1500

7-person team-5 minimum (minimum does not include Court Deputies or Lt.)

#### Team C

Mon, Tues, Wed and every other Sunday

Nightshift 1900hrs-0700hrs

8-hour day every two weeks 1900-0300

8-person team-6 Minimum

#### Team D

Thurs, Fri, Sat, and every other Sunday

Nightshift 1900hrs-0700hrs

8-hour day every two weeks 1900-0300

8-person team-6 minimum

#### **Shift Rotation**

Deputies will no longer rotate shifts every 2 months. Instead, Deputies will remain on either days or nights for six months, at which time they will bid by seniority to either, remain on the same shift / team, or bid a different shift / team.

#### **Differential Pay**

Just as it currently is, Deputies who work night shifts will receive differential pay.

Deputies who work scheduled day shifts do not receive differential.

#### **Coroner Positions**

There will be one Dep. Coroner position available for each team. Those positions will be bid by seniority as a deputy.

#### **Vacancies**

Due to pending upcoming vacancies, shifts may be adjusted to insure adequate coverage. Any adjustments would be based on seniority



**Evaluation**

This schedule will be evaluated at the 6-month period to judge the effectiveness and efficiency of the program. Adjustments may be made to insure public safety and the most effective use of our work force.