

AGREEMENT

BETWEEN

THE COUNTY OF MISSOULA

AND

THE FEDERATION OF MISSOULA COUNTY EMPLOYEES FROM

JULY 1, 2019

THROUGH

JUNE 30, 2021

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**ARTICLE 1.  
AGREEMENT**

Section 1. This AGREEMENT is made and entered into between the County of Missoula, Missoula, Montana, hereinafter referred to as the EMPLOYER, and the Federation of Missoula County Employees, MFPE, AFT, AFL-CIO, representing certain County employees, hereinafter referred to as the FEDERATION.

**ARTICLE 2.  
PURPOSE**

Section 1. In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana State statute, this AGREEMENT has as its purpose the promotion of harmonious relations between the EMPLOYER and the FEDERATION; 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 3.  
RECOGNITION**

Section 1. The EMPLOYER recognizes the FEDERATION as the exclusive representative for the classifications of employees of the bargaining unit as listed in Addendum "A." Changes to the bargaining unit membership shall be accomplished according to the procedures established under Montana State law. Bargaining unit exclusions are listed in Addendum 'B'.

**ARTICLE 4.  
FEDERATION SECURITY**

Section 1. Employees covered by the terms of this AGREEMENT shall not be required to become members of the FEDERATION but must, as a term and condition of employment, pay a representation fee to the FEDERATION.

Section 2. The EMPLOYER agrees to withhold monthly payroll deductions for the purpose of paying FEDERATION dues for those employees who so authorize as prescribed by 39-31-203, M.C.A. Upon request a copy of the list of those members who are having dues withheld will be provided to the FEDERATION. A monthly copy will be sent to the Treasurer along with the dues deduction check.

Section 3. Within 30 days of beginning employment, all employees covered by the terms of this AGREEMENT shall either pay dues or a representation fee to the FEDERATION or authorize the deduction of dues. Employees who fail to comply with this requirement shall be dismissed by the EMPLOYER within thirty (30) days after receipt of written notice by the FEDERATION. If an employee subject to dismissal pursuant to this section tenders payment of the amount equal to the dues of the FEDERATION prior to the date set for dismissal, the employee shall not be dismissed for such non-payment. The EMPLOYER agrees to notify all newly hired employees in

positions covered by this AGREEMENT to contact the Federation Treasurer regarding membership requirements.

Section 4. The FEDERATION shall indemnify, defend, and hold the EMPLOYER harmless against any claim made and against any suit instituted against the EMPLOYER, including reasonable attorney's fees and costs of defense thereof, on account of any action taken in accordance with Article 4 of this AGREEMENT.

Section 5. Within five (5) working days of a written request by the FEDERATION, the EMPLOYER shall provide the FEDERATION with a list of names, addresses, departments, job titles, pay rates and/or full-time equivalency (FTE) status of all current employees covered by this AGREEMENT. The address provided shall be the one that is on file with the Employer, and it shall be the Employee's responsibility to ensure the accuracy of that address and to notify the Employer regarding change of address. Copies of employment letters sent to newly-hired bargaining unit employees will be sent to the Federation Treasurer. Electronic copies of employment letters and termination notices shall be sent to the Local Federation President and Treasurer, provided they have an e-mail address.

Section 6. In the event any employee subject to this AGREEMENT has religious objections to association with or support of labor organizations, the employee may follow the procedures set out in 39-31-204, M.C.A., and exempt himself or herself from the application of Article 4 of this AGREEMENT.

## **ARTICLE 5. FEDERATION RIGHTS**

Section 1. A written list of the FEDERATION'S accredited officers and representatives shall be furnished to the EMPLOYER after their election and the EMPLOYER shall be notified of any changes of said representatives in a timely manner.

Section 2. The internal business of the FEDERATION shall be conducted during the non-duty hours of the employees involved.

Section 3. Designated officers or federation representatives shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, provided that the officer or representative shall request permission from his/her supervisor. Permission may be withheld by the supervisor because of operation requirements, but such permission may not be withheld for more than twenty-four (24) hours except in emergencies.

Section 4. An employee shall have the right to inspect his/her official personnel file during regular business hours. Such inspection shall be permitted only under the supervision of the human resources office. A federation representative may inspect an employee's personnel file after providing written permission from the employee to do so.

Section 5. An officer or a duly authorized representative of the FEDERATION shall, upon giving his/her supervisor written two weeks' notice, be entitled to have time off for the purpose of attending FEDERATION meetings, workshops or conventions, provided that such time off

does not interfere with the operations of the department as determined by the Department Head. So as the employee on such leave does not suffer a reduction of benefits, a bargaining unit reserve pool shall be established as follows:

- A) Any employee in the bargaining unit who has annual vacation leave accrued may voluntarily donate up to two (2) hours of his/her annual vacation leave per fiscal year to the bargaining unit reserve pool. Such pool shall become effective within thirty (30) days from the date that eligible donors have signed and presented the proper designation form.
- B) Upon receipt of the necessary forms as outlined in subsection "A" above, the EMPLOYER shall have thirty (30) days to establish a bargaining unit reserve pool fund comprising the annual vacation leave hours donated by bargaining unit employees.
- C) At no time shall such time off be allowed to exceed the number of hours in the pool. Employees utilizing the pool shall be paid at their regular hourly rate of pay.

Section 6.

- A) The EMPLOYER shall allow for communication of union business using the e-mail system on the computer network and shall furnish space on the main bulletin board on each floor of the County Courthouse (provided that a bulletin board now exists) for the posting of:
  - 1. Recreational and social events of the FEDERATION;
  - 2. FEDERATION meetings;
  - 3. Information concerning FEDERATION elections, as pertains to this bargaining unit, or the results thereof; and,
  - 4. Reports of official FEDERATION business.
- B) Notices and announcements shall not contain any libelous statement, materials or anything reflecting discredit upon the EMPLOYER.
- C) Any material posted in violation of this section may be removed immediately by the EMPLOYER.
- D) Video, audio, or electronic surveillance in the EMPLOYER's work sites shall only occur in compliance with Missoula County Acceptable Use of Technology policy and Digital Video Surveillance policy. The EMPLOYER will provide the FEDERATION with written notification in advance of any changes to these policies.
  - 1. The FEDERATION and employees will be notified when the EMPLOYER installs cameras in employee work/break areas.
  - 2. Cameras will be clearly visible. Signs indicating video surveillance is in use will be placed in plain sight wherever video cameras are in use.
  - 3. Cameras will not be used to monitor employee work/break areas, or used to discipline employees during break times.
  - 4. Cameras will not record audio.
  - 5. All recorded video will be stored on cameras for a maximum of sixty (60) calendar days.

6. Access will be limited to Systems Administrators, Technology Director, or designated alternate. Under no circumstances will direct access be provided to supervisors, assistant department heads, or department heads for the purpose of monitoring employee work areas or activities.

7. In the event video recorded can be used to support or as the basis of an investigation into illegal activity or safety issues involving any employee covered by the Collective Bargaining Agreement, the FEDERATION shall have access to such videos.

Section 7. Whenever members of the FEDERATION participate with the EMPLOYER in conferences or meetings during working hours, the employees shall be granted paid release time.

Section 8. In addition to a signed hard copy of the Agreement, the EMPLOYER shall provide the FEDERATION with an electronic version of the signed Agreement as soon as possible after its execution and shall distribute it to each department. An electronic copy of the current AGREEMENT shall be available to employees on the County's website.

## **ARTICLE 6. MANAGEMENT RIGHTS**

Section 1. The EMPLOYER reserves the exclusive right to:

- A) direct employees;
- B) hire, promote, transfer, assign and retain employees;
- C) relieve employees from duties because of lack of work or funds;
- D) relieve employees from duties when, in the opinion of EMPLOYER, continuation of such work would be inefficient or non-productive;
- E) determine the methods, means, job classifications, and personnel by which government operations are to be conducted, including contracting out or the discontinuation of services, positions, or programs in whole or part;
- F) take whatever actions may be necessary to carry out the mission of EMPLOYER in an emergency;
- G) establish the method and processes by which work is performed;
- H) establish reasonable work rules;
- I) establish and enforce safety and health work rules and require the use of appropriate health and safety devices; and,
- J) take any other action it deems advisable which is not specifically prohibited by this AGREEMENT.

Section 2. The rights retained by the EMPLOYER in this Article are in addition to those rights granted to the EMPLOYER by other parts of this AGREEMENT.

## **ARTICLE 7. EMPLOYEE RIGHTS**

Section 1. No regular (non-probationary) employee shall be disciplined or dismissed except for just cause.



Section 2. Any employee required to attend an investigatory interview at which there is a reasonable expectation of discipline shall be entitled to have a FEDERATION representative present, provided the employee requests a representative. Except when an emergency or other circumstances would make it unreasonable to do so, the Employer will provide the employee at least one (1) working day prior notice of such an interview and of the employee's right to a representative.

Section 3. An employee subject to suspension (paid or unpaid), disciplinary demotion or dismissal shall receive written notice of the reasons for the action. The employee shall have the right to respond orally and/or make a written response to be filed in their personnel file.

Section 4. The EMPLOYER shall inform any employee subject to suspension (paid or unpaid), disciplinary demotion or dismissal of their right to file a grievance under Article 31 GRIEVANCE PROCEDURE of this AGREEMENT.

Section 5. An employee may obtain a copy of any document in his/her personnel file. The FEDERATION may be subject to a reasonable charge for administrative costs and copying fees.

Section 6. No adverse material may be placed in an employee's personnel file that does not bear the signature of the employee or a statement by the supervisor indicating that the employee has been shown the material and refused to sign it.

Section 7. An employee shall have the right to challenge and seek removal of any disciplinary material in the employee's personnel file as provided in Sections 1, 6 and 8 of this Article.

Section 8. Letters of warning, suspension and demotion shall be removed from the employee's personnel file eighteen (18) months from issuance unless:

- A) the documents may be used to support subsequent disciplinary action arising from more recent employee actions or behaviors; or,
- B) the documents are applicable to pending legal or quasi-judicial proceedings. Once the pending legal/quasi-judicial proceedings are completed, the documents will be removed from the employee's personnel file unless the outcome of the proceedings supports retention of the documents.

Requests for the removal of such documents must be submitted in writing to the Director of Human Resources.

Section 9. An employee shall receive a copy of a current employee job description upon request.

Section 10. The EMPLOYER shall ensure that each employee has reasonable access to the current policies and rules regarding employment matters.

Section 11. The EMPLOYER shall provide a safe and healthful workplace.

Section 12. When approved by the EMPLOYER in advance, employees may attend workshops, seminars and other job-related training or meetings on paid time. The provisions of this section shall not modify any provision contained in Article 22 EDUCATION AND TRAINING LEAVE of this AGREEMENT.

## **ARTICLE 8. EMPLOYEE SEPARATION**

### **A. RESIGNATION**

Section 1. An employee may resign in good standing by submitting a written resignation to his/her Department Head stating the reasons and the effective date of resignation at least two (2) weeks prior to the effective date, unless extenuating circumstances require a shorter period. Failure to comply with this Section may be cause for denying future re-employment with the County.

### **B. LAYOFF**

Section 1. The Board of County Commissioners may direct a Department Head, or a Department Head may elect, to layoff an employee whenever it is deemed necessary because of a material work shortage, a shortage of funds, abolition of the position, unavoidable fluctuations in work being performed, for other material changes in the duties of the organization, or for related reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee.

Section 2. In selecting employees for layoff or permanent reduction in work hours, the EMPLOYER will first determine which combination of positions will best enable a department to meet its objectives after a layoff or funding reduction. Should the EMPLOYER determine that a particular position is to be reduced or eliminated, the EMPLOYER will provide the affected employee(s) with at least twenty (20) working days' notice.

If two or more employees are covered by the same position description that is to be reduced as part of a layoff or budget reduction within a county department, the EMPLOYER will carry out position reductions as follows.

#### ***Temporary, Short-Term and Probationary Employees***

- The EMPLOYER will lay off or reduce hours for temporary employees and short-term workers (which are non-bargaining unit employees) before laying off or reducing hours for probationary or regular bargaining unit employees.
- The EMPLOYER will lay off or reduce hours for probationary bargaining unit employees before laying off or reducing hours for regular bargaining unit employees.

#### ***Regular Employees***

If two or more regular (non-probationary) employees are covered by the same position description that is to be reduced or eliminated as part of a budget reduction within a county

department, the EMPLOYER will select employees for layoff based on their qualifications, including any certification/licenses for which the employee is being compensated under Article 23, Part A, Section 3, relative abilities and seniority.

Seniority is based on the length of continuous service with the EMPLOYER, and shall be maintained, but not accrued, during: (1) lay-off not exceeding two years, (2) leave without pay not exceeding ninety (90) calendar days, or (3) military leave according to Montana state law.

Section 3. If a regular (non-probationary) employee is to be subject to layoff, involuntary transfer or non-disciplinary demotion under the terms of Article 8 EMPLOYEE SEPARATION of this AGREEMENT, that employee shall be entitled to a transfer to any vacant position or to bump probationary employees covered by this AGREEMENT, provided the regular employee possesses all the necessary qualifications and work record (which includes, for example, time and attendance records, personnel file contents and job-related supervisory notes) to perform all of the duties of the position. This section shall first be applied within the affected employee's department. If no position is available within the department, this section may be applied to probationary employees and vacant positions in other departments covered by this AGREEMENT.

Section 4. Salary for an employee moving to a lower position as a result of reduction in lieu of layoff shall be established in accordance with Article 23 APPOINTMENTS AND SALARY ADMINISTRATION, Part F of this AGREEMENT.

Section 5. Employees who are laid off under this Article shall have their names placed on a recall list for a period of two (2) years from the effective date of layoff. In the event that a position with the same job description in the same department from which an employee was laid off becomes available, the EMPLOYER will mail a recall notice to the employee at the employee's last known mailing address. The employee will have five working days to accept reinstatement to the employee's former position. If the employee declines this recall or fails to respond to the recall notice, the employee's name shall be removed from the recall list and the employee shall have no further recall privileges. The employee is responsible for ensuring that an accurate and up-to-date mailing address is on file.

An employee who is recalled under this Article will be considered as continuously employed for purposes of calculating vacation leave, sick leave or any other benefits set forth in this AGREEMENT that are based on length of continuous service with Missoula County. The employee will not accrue additional leave benefits for any time during which the employee was laid off prior to recall. The salary for an employee who is recalled under this Article shall be established at the rate it would have been if the employee had not been laid off.

Section 6. A laid-off regular (non-probationary) employee may apply for bargaining unit positions other than the position from which the employee was laid off. If the employee is qualified and capable of performing the duties and responsibilities of such a position, the employee shall have an absolute preference for the position. If two or more laid-off regular employees are substantially equally qualified and capable of performing the work, seniority shall prevail.

The preference provided under this Section is effective beginning on the date on which an employee is notified in writing of the employee's impending layoff, and extends for a period of two years from the effective date of the employee's layoff, or until the employee is placed in a position under this Section, whichever occurs first. During this preference period, the EMPLOYER will mail notices of all vacant county positions to laid-off employees at their last known mailing address.

The salary for an employee who is placed in another bargaining unit position under this Article shall be established as follows:

- If the position is at the same grade level as the position from which the employee was laid off, the salary shall be established as if the employee had not been laid off.
- If the position is at a higher grade level the salary shall be established according to Article 23, Part E.
- If the position is at a lower grade level the salary shall be established according to Article 23, Part F.

Section 7. The EMPLOYER shall send written notice to the FEDERATION regarding any layoff affecting a bargaining unit employee. Such notice shall be sent to the FEDERATION on the same date that it is sent to the employee.

#### **C. DISABILITY**

Section 1. The EMPLOYER shall provide reasonable accommodation for employees with qualified disabilities as required by the Americans with Disabilities Act (ADA).

#### **D. RETIREMENT**

Section 1. A qualified employee may elect to retire in accordance with applicable State law. A retired employee may continue County health insurance coverage, provided that premium amounts are paid in accordance with policies established by the Plan Administrator.

### **ARTICLE 9. NO STRIKE / NO LOCKOUT**

Section 1. The FEDERATION agrees to the essential nature of services provided by its members in protecting the public welfare. In recognition of this fact, the FEDERATION agrees that there shall be no work interruptions, slowdowns, or strikes, during the life of this AGREEMENT. In the event of unauthorized interruptions, the FEDERATION agrees that it will join the EMPLOYER in notifying its members to return to work immediately. The failure of any employee to comply with this article shall be cause for discipline. The EMPLOYER agrees that there shall be no lock-out of bargaining unit employees.

### **ARTICLE 10. NON-DISCRIMINATION**

Section 1. It is the policy of the EMPLOYER and the FEDERATION to ensure that all employees are treated equally without regard to their race, color, religion, national origin, age,

marital status, ancestry, receipt of public assistance, political beliefs, physical or mental disability, ex-offender status, union affiliation, sexual orientation or gender, (unless gender, ex-offender status, or physical or mental disability relates to a bona fide occupational requirement). Such action to implement this policy shall include: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; separation; rates of pay or other forms of compensation; and selection for training including apprenticeship and/or on-the-job training.

Section 2. In accordance with 49-3-209, M.C.A., it is an unlawful discriminatory practice for a state or local government agency to dismiss, expel, blacklist, or otherwise discriminate against an individual because he/she has opposed any practices forbidden under this chapter or because he/she has filed a complaint, testified, assisted, or participated in any manner in an investigation or proceeding under this chapter.

Section 3. The EMPLOYER shall not discriminate against an employee for his/her participation in FEDERATION activities except that FEDERATION business shall not be conducted during duty hours unless specifically authorized by this AGREEMENT.

## **ARTICLE 11. HOURS OF WORK**

Section 1. The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours.

Section 2. Employees shall have two (2) consecutive days off in each seven (7) day work week. So far as is practical, the days off shall be Saturday and Sunday except that the EMPLOYER reserves the right to schedule work to a limited extent that may deviate from the normal work week.

Section 3. Employees shall be permitted one 15 minute paid rest break within each four hour work period. The time available for rest breaks may be accumulated and reallocated within the same day with prior approval from the immediate supervisor.

Section 4. Employees shall receive an unpaid one (1) hour meal period which shall be taken near the middle of the eight (8) hour shift. In the event it is necessary that an office remain open during the noon hour, as determined by the Department Head, lunch periods may be staggered between the employees within that department. The supervisor shall determine the work schedules. By mutual agreement between the EMPLOYER and the employee, the length and the time of the lunch period may be altered.

Section 5. Employees in a travel status shall be compensated for such travel in accordance with the Fair Labor Standards Act and Missoula County Travel Policy.

Section 6. Implementation of alternate work schedules is at the department's discretion, based on the following considerations:

- 1) Core hours shall establish when all employees normally work.

- 2) Outside limits on the work day shall be established (e.g., a starting time no earlier than 7:00 a.m. and an ending time no later than 6:00 p.m.).
- 3) Supervisory staff shall be scheduled so that someone with supervisory authority is in the general work area at all times during the normal workday (from 8:00 a.m. to 5:00 p.m.)
- 4) County offices must be open from 8:00 a.m. to 5:00 p.m. daily. Approval of alternate work schedules must be contingent upon maintaining adequate staff coverage during those hours.
- 5) No employee may be regularly scheduled to work in excess of eight hours per day unless under an alternative work schedule established in accordance with this Article and agreed to between the employee and the department.
- 6) The EMPLOYER may establish a basic straight time work week of four (4) ten-hour days provided that a sufficient number of employees will be available during a normal workday, as determined by the EMPLOYER, and the work schedule is in accordance with State Statutes. Parameters of the four (4) ten-hour work week shall be as determined by mutual agreement between the affected employees and the EMPLOYER, and set forth in a letter of understanding between the EMPLOYER and the FEDERATION. In the event a four (4) ten-hour work week is adopted, the rules and guidelines of such shall take precedence over all other sections affected but not limited to scheduled lunch period, rest period and leave provisions.
- 7) The EMPLOYER may establish basic straight time alternative work schedules in accordance with State Statutes. Parameters of the alternative schedule shall be as determined by mutual agreement between the affected employees and the EMPLOYER for the successful operation of the department's programs, and set forth in a letter of understanding between the EMPLOYER and the FEDERATION. With Department Head approval, part-time employees may alter designated work schedules within any given pay period.
- 8) The Department Head may withdraw approval for alternate work schedules upon twenty (20) working days advance written notice.

Section 7. If the EMPLOYER intends to impose time clocks for bargaining unit employees such a change shall be subject to bargaining in accordance with state law. Any disputes over this section shall be submitted to the Montana Board of Personnel Appeals.

## **ARTICLE 12. HOLIDAYS**

Section 1. Full time 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 in 1-1-216, M.C.A. 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. Part time employees receive a holiday benefit in accordance with Section 5 of this Article.

Section 2.

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, the fourth Thursday in November;
10. Christmas Day, December 25; and,
11. State-wide General Election Day in November of even numbered years.

In addition to the above listed holidays, any day or days added by the State Legislature for public employees shall be granted; and any day or days repealed by the State Legislature shall cease to be granted.

Section 3. If a legal holiday falls on a Sunday, the following Monday will be considered the holiday. If a legal holiday falls on a Saturday, the preceding Friday will be considered the holiday. When a legal holiday falls on an employee's day off, the employee shall treat either the last preceding or the next following workday as the holiday.

Section 4. In order to be eligible for holiday pay, employees must be in a pay status on the day immediately preceding or immediately succeeding the holiday.

Section 5. A regular part-time employee covered by this agreement who regularly works less than 40 hours in a work week, or who works varying schedules shall be entitled to holiday pay on a prorated basis. Generally, the employee will have the day off and will receive prorated holiday pay for that day. The EMPLOYER reserves the right to require an employee to work on a holiday. Proration for part time employees shall be based on the average number of hours worked for two full pay periods preceding the holiday.

- A) To calculate the number of hours of holiday pay, add the total number of hours worked in the previous two pay periods and divide the sum by 160 and multiply the result by 8.

**Illustrative Example:**

Hours Worked PP1 + Hours Worked PP2 / 160 x 8 = Holiday Pay

32 hrs.(PP1) + 56 hrs.(PP2) / 160 x 8 = 4.4 hrs. Holiday Pay

- B) The averaging of pay period hours using this formula for regular part-time employees may result in the employee's total hours for the pay period being more or less than normal. When the calculation results in additional hours, the Department Head may require the employee to take off an equivalent amount of time without pay in the work week to maintain a consistent

paycheck. When the calculation results in fewer hours, the Department Head may assign additional hours in the work week or allow the employee to use accrued annual vacation leave or compensatory time to maintain a consistent paycheck. In no case should the occurrence of a holiday cause an increase in the total number of hours normally claimed on an employee's time sheet.

Section 6. All work on a holiday must be approved in advance by the employee's appropriate supervisor or designee. In addition to compensation for the regular holiday benefits per Section 1 above, all hours worked by a regular full time employee on a legal holiday will be included with all hours worked for determining eligibility for overtime compensation in accordance with Article 29 of this AGREEMENT. Part-time, non-exempt employees covered by this AGREEMENT, who are required to work on a holiday by their supervisor, shall be paid a premium rate of time and one half their regular hourly rate of pay for each hour worked on the holiday.

Section 7. An employee is not eligible for holiday pay when:

- A) The employee is a new employee to Missoula County reporting for the first day of work on the day immediately following a holiday.
- B) The employee is recalled from layoff, returns from leave of absence without pay, or is called back to work to a seasonal position on the day immediately following a holiday.

**ARTICLE 13.  
ANNUAL VACATION LEAVE**

Section 1. Annual vacation leave shall be earned, credited and used in accordance with 2-18-611, M.C.A.

Section 2. All employees shall accrue annual vacation leave credits from the first day of employment. Annual vacation leave credits earned shall be credited at the end of each pay period.

Section 3. Unless the employee has been continuously employed for a period of six (6) calendar months, no employee shall be entitled to use any annual vacation leave with pay and no employee shall be eligible for a lump sum payment for unused annual vacation leave credits upon separation.

Section 4. Regular part-time employees shall accrue annual vacation leave credits on a prorated basis, according to the following table, provided they have worked the qualifying period:

<u>YEARS OF EMPLOYMENT</u>	<u>LESS THAN 80 HOURS PER PAY PERIOD</u>
0-10 years	.058 x no. hours
10-15 years	.069 x no. hours
15-20 years	.081 x no. hours
20 years +	.092 x no. hours



Section 5. An employee may not accrue annual vacation leave credits while in a leave-without-pay status.

Section 6. Annual vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with any State of Montana, city or county agency whether the employment is continuous or not.

<u>YEARS OF EMPLOYMENT</u>	<u>ANNUAL VACATION LEAVE CREDIT (DAYS)</u>
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

For the purpose of determining years of employment under this section, an employee eligible to earn annual vacation leave credits under 2-18-611, M.C.A., must be credited with one (1) year of employment for each period of two thousand eighty (2,080) hours of service following the employee's date of employment. An employee must be credited with eighty (80) hours of service for each biweekly pay period in which the employee is in pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period.

Section 7. Absence from employment by reason of illness shall not be chargeable against unused annual vacation leave credits unless approved by the employee.

Section 8. 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 annual vacation leave over two (2) times the maximum days earned annually as of December 31 of any given year shall 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 prior to March 30 of any given year to use the excess annual vacation leave, and such request is denied, the employee shall not forfeit the leave and shall have until the end of the calendar year to use the excess annual vacation leave. Upon termination of employment with the EMPLOYER, any employee who has worked the qualifying period shall be paid for any unused annual vacation leave credits at the rate of pay in effect at the time of separation.

Section 9. An employee who terminates his/her employment for reason not reflecting discredit on himself/herself shall be entitled upon the date of such separation to cash compensation, at the rate of pay in effect at the time of separation, for unused annual vacation leave, assuming that the employee has worked the qualifying period set forth above.

Section 10. Annual vacation leave taken over a legal holiday shall not be charged to an employee's annual vacation leave for that day.

Section 11. Scheduling of annual vacation leave shall be accomplished by cooperation between the employee and the employee's supervisor, giving consideration to the employee's needs and the needs of the EMPLOYER.

## **ARTICLE 14. SICK LEAVE**

Section 1. Sick leave is intended to maintain an employee's income during a period of personal illness or family emergencies, as set forth in this AGREEMENT.

Section 2. As provided by State law, 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, and proportionate sick leave credits shall be earned and credited at the end of each pay period.

Section 3. An employee may not accrue sick leave credits during a leave of absence without pay. Employees are not entitled to use or be paid for sick leave under the provisions of this AGREEMENT until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period the employee is entitled to the sick leave credits earned.

Section 4. Part-time employees shall earn sick leave credits on a pro-rated basis provided they have worked the qualifying period.

Section 5. Upon separation, employees who have worked the qualifying period shall be entitled to be paid an amount equal to one-quarter ( $\frac{1}{4}$ ) of the amount attributed to the accumulated sick leave. Such pay shall 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 separation.

Section 6. Sick leave credits may be used as follows:

- A) Illness or injury of the employee.
- B) Illness, injury or death in the employee's immediate family requiring the employee's personal attendance.
- C) Quarantine for contagious disease control, provided certification is obtained from the attending physician.
- D) Doctor or dental appointments for treatment of employee's illness, injury, or preventive care. When possible the employee's supervisor shall be notified of the appointment at least forty-eight (48) hours in advance.
- E) Upon the death of an immediate family member, an employee shall be granted up to ten (10) consecutive days, charged to sick leave, to attend services or attend to other matters related to the immediate family member's death.
- F) Maternity related conditions including prenatal and postnatal care for either the employee or child.
- G) For the placement of a child for adoption or foster care of a child.

Section 7. Immediate family shall mean parents, grandparents, siblings, children or grandchildren of the employee, spouse of the employee, immediate in-laws, aunt, uncle, first cousin, or an individual though not related by blood, who has been a permanent member of the employee's household.

Section 8.

- A) Any illness, medical appointment or emergency which necessitates use of sick leave shall be reported by the employee to the EMPLOYER as soon as possible, 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 as soon as possible shall be considered absence without leave and a deduction from the employee's pay shall be made for the period of such leave. Such absences are grounds for disciplinary action including dismissal.
- B) Abuse of sick leave shall be cause for dismissal, forfeiture of payment for any accumulated sick leave, or other disciplinary action. The EMPLOYER reserves the right to investigate, require medical statements, and to contact the employee's physician if there is reason to suspect abuse. The EMPLOYER reserves the right to investigate at any time when abuse is suspected or to verify continued absences for scheduling purposes. Such certification may be required if absence from duty for illness purposes occurs frequently or habitually, or in such a manner as to suggest a pattern of usage; or the Department Head has reason to believe the employee may be fraudulently using sick leave.

Section 9. Absence from employment by reason of illness shall not be chargeable against unused annual vacation leave credits unless approved by the employee.

Section 10. Any holidays that fall during a period that an employee is on sick leave shall be charged as a holiday and not taken off the total accumulated sick leave.

Section 11. 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 12. WORKERS' COMPENSATION

The EMPLOYER shall provide every employee with all benefits provided by the Montana Workers' Compensation Act MCA, Chapter 71. An employee may use accrued paid leave benefits to cover a wage loss during the statutory qualifying period. An employee may use sick leave or annual leave to supplement workers compensation benefits after the statutory waiting period in accordance with current Montana law.

Section 13. Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.

Section 14. Should an employee become ill during his/her vacation, the employee may take sick leave for the period of his/her illness in lieu of annual vacation leave, provided he/she provides medical certification for the number of sick days claimed.

Section 15. An employee may donate sick leave benefits to another employee who experiences an extended absence due to illness or injury and who has insufficient accrued sick leave credits to remain in a pay status during such absence.

- A) To be eligible to receive a direct grant of sick leave, an employee:
1. Must have worked the qualifying period of at least ninety (90) days prior to the application;
  2. Must have an illness, injury or other qualifying condition as described in Article 14 Sick Leave, Section 6 of this AGREEMENT that results in an absence of at least three working days; and,
  3. Must have exhausted all other accrued paid leave and compensatory time and must have the Department Head's approval for the leave.
  4. The Human Resources Department may require medical certification.
- B) An employee may not receive a direct grant of sick leave if that employee:
1. Is eligible for Worker's Compensation benefits;
  2. Is in a leave-without-pay status granted for a reason other than extended illness; or,
  3. Is in a lay-off pool.
- C) To be eligible to make a grant of sick leave an employee must have worked at least ninety (90) days and have a minimum balance of forty (40) hours of sick leave remaining after the contribution. (Minimum balances shall be prorated for part-time employees.)
- D) An employee may contribute up to forty (40) hours of sick leave during the calendar year.
- E) An employee may receive up to two hundred forty (240) hours of granted sick leave during a calendar year.
- F) An employee may apply for a direct grant of sick leave on behalf of a qualifying employee.
- G) Direct grants of sick leave shall be administered by the Department of Human Resources. Direct grants of sick leave shall be made on a voucher provided by the Human Resources Office. The recipient must sign the voucher acknowledging and accepting the contribution. In cases where the recipient has exceeded the maximum allowable number of hours or where that recipient refuses to accept a contribution, that voucher shall be voided and returned to the contributing employee.
- H) Use of donated sick leave during an absence necessitated by a serious health condition under the Family and Medical Leave Act shall be counted concurrently against available FMLA Leave.

Section 16. Special Funeral Leave. Employees who receive supervisory approval to attend local funeral services for a current or former Missoula County employee shall be allowed a reasonable period of time to attend such services without loss of pay and without being required to use paid leave.

**ARTICLE 15.  
FAMILY AND MEDICAL LEAVE**

Section 1. Employees may request the use of annual vacation leave, personal leave, sick leave, compensatory time or other appropriate paid leave or leave without pay, for necessary absences for purposes such as adoption, foster care, paternity leave, infant or child care, elder care, or care of other members of the employee's immediate family, or serious health condition that makes the employee unable to perform the essential functions of the employee's job. The EMPLOYER shall provide Family and Medical Leave as required by Federal Law.

**ARTICLE 16.  
LEAVE WITHOUT PAY**

Section 1. A regular (non-probationary) employee may take leave of absence without pay, if the employee's Department Head gives prior approval. Employees may take up to ninety (90) days of leave within a twelve (12) month period. The twelve (12) month period of eligibility starts when the employee requests the leave without pay. The ninety (90) days of leave may be taken in a single block of time, or, if medically necessary, on an intermittent basis or on a reduced schedule. Upon return to duty, the employee shall be placed in the same classification and rate of pay to which he/she was entitled prior to the leave unless otherwise agreed to by the employee and the department head.

Section 2. Requests for leave of absence without pay shall be submitted in writing by the employee to the Department Head. The request shall state the reason for the leave and the approximate length of time off the employee desires. Approved leave requests shall be forwarded to the Department of Human Resources for appropriate action. Extensions of approved leaves will be considered.

Section 3. No employee benefits shall accrue during a leave without pay. The employee may continue to retain County insurance coverage, upon advance notification to the Director of Human Resources, and provided that one-hundred percent (100%) of premiums are paid by the employee in a manner prescribed by the Plan Administrator. Continuation of County insurance coverage during a leave without pay shall be administered by the Department of Human Resources.

**ARTICLE 17.  
SUPPLEMENTAL UNPAID SICK & DISABILITY LEAVE**

Section 1. A regular employee with an extended illness or disability shall be entitled, upon providing satisfactory medical certification, to an unpaid leave of absence for up to six (6) months. An additional leave beyond six (6) months may be granted at the discretion of the EMPLOYER.

Section 2. The EMPLOYER retains the right to require medical certification of any unpaid sick leave utilization.

Section 3. The provisions of Article 16, Section 3 of this AGREEMENT shall apply to Supplemental Unpaid Sick and Disability Leave.

**ARTICLE 18.  
MATERNITY AND PAID PARENTAL LEAVE**

Section 1. The EMPLOYER will provide paid parental leave for six weeks commencing with the birth of a child or placement of a child for adoption, in accordance with county policy. Paid parental leave will run concurrently with Family and Medical Leave. Employees must have been employed at least 180 consecutive days to be eligible for this paid leave benefit.

Section 2. Employees may also request the use of annual vacation leave, personal leave, sick leave, compensatory time, Family and Medical Leave, or other appropriate paid leave, or leave without pay, for necessary absences due to maternity related conditions.

In determining the standard of a reasonable leave, the Department Head shall apply standards at least as inclusive as those applied to any other valid medical reason.

In accordance with 49-2-310, M.C.A., it shall be unlawful for the EMPLOYER to:

- A) Terminate a woman's employment because of her pregnancy;
- B) Refuse to grant to the employee a reasonable leave of absence for such pregnancy;
- C) 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; and,
- D) Require that an employee take a mandatory maternity leave for an unreasonable length of time. Maternity leave shall be treated the same as any other leave provided for herein, except that eligibility for maternity leave shall not require employment for any specified period of time.

In accordance with 49-2-311, M.C.A., upon signifying intent to return at the end of a leave of absence, such employee shall be reinstated to the original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

**ARTICLE 19.  
PERSONAL LEAVE**

Section 1. Each regular full-time employee covered by this AGREEMENT shall be eligible for sixteen (16) hours personal leave with pay per fiscal year. Use of such leave shall be in increments of no less than one (1) hour.

Section 2. Personal leave shall be scheduled at a time that is mutually agreeable to the employee and the employee's supervisor.

Section 3. Regular part-time employees scheduled to work at least twenty (20) hours per week shall be eligible for personal leave on a pro-rated basis.

Section 4. Employees who terminate employment will be paid for any unused personal leave hours.

Section 5. Personal leave shall not be subject to accrual from year to year.

## **ARTICLE 20. MILITARY LEAVE**

Section 1. An employee who is a member of the organized militia of the State of Montana or who is a member of the organized or unorganized reserve corps or military forces of the United States, and who has been an employee for a period of six (6) months, must be given leave of absence with pay accruing at a rate of 15 working days 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 30 days in any calendar year. This leave shall not be charged against the employee's annual vacation leave. Reinstatement privileges of employees who have been inducted into military service as provided for under State law will be in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act, (USERRA).

## **ARTICLE 21. JURY-DUTY / SERVE-AS-WITNESS**

Section 1. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as result of the service and forward the fees to the appropriate accounting office. Juror's fees shall be applied against the amount due the employee from EMPLOYER. However, if an employee elects to charge his/her witness time off against his/her annual leave he/she shall not be required to remit his/her witness fees to EMPLOYER. In no instance is an employee required to remit to EMPLOYER any expense or mileage allowances paid him by the court.

Section 2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from EMPLOYER. However, if an employee elects to charge his/her witness time off against his/her annual leave he/she shall not be required to remit his/her witness fees to EMPLOYER. In no instance is an employee required to remit to EMPLOYER any expense or mileage allowances paid him by the court.

Section 3. EMPLOYER may request the court to excuse employees from jury duty if they are needed for the proper operation of the EMPLOYER.

**ARTICLE 22.**  
**EDUCATION AND TRAINING LEAVE**

**A. TRAINING**

Section 1. Regular (non-probationary) employees may attend training seminars, workshops or conferences related to professional development, safety, personal growth and educational advancement without charging related time off against annual vacation leave and without losing any part of their salary for attendance within regularly scheduled working hours. Attendance must be approved in advance by the employee's supervisor.

Section 2. The department, (if a special fund department,) or the General Fund Training Pool, (if a general fund department,) may pay for reasonable registration fees and other related expenses, such as lodging, per diem, and travel, in accordance with the Missoula County travel policy. Payment must be approved by the employee's supervisor in advance of the employee attending the training event.

**B. EDUCATION/TUITION REIMBURSEMENT**

Section 1. Any regular (non-probationary) full-time or part-time employee who works at least 1040 hours annually, may be granted time off with pay to attend job-related courses at an accredited post-secondary education institution, including approved vocational education centers. Part-time employees will receive benefits provided by this Article on a pro-rated basis. Amount of time off with pay shall not exceed nine (9) quarter credit hours or six (6) semester credit hours per fiscal year.

Section 2. The EMPLOYER, upon receiving evidence of satisfactory completion of courses previously approved as outlined in Section 1 of this Article, along with receipts, shall reimburse employees for the cost of books and tuition up to a maximum of six hundred dollars (\$600.00) per fiscal year. Requests for education leave and reimbursement must be approved by the employee's supervisor and the Human Resources Department prior to enrollment. The Board of County Commissioners reserves the right to limit the number of enrollees which may be allowed during any fiscal year.

Section 3. Employees who enroll in classes for professional development, personal growth or educational advancement which are not directly job related and which meet at times other than during the employee's regularly scheduled working hours are not entitled to time off during the scheduled working hours. Employees attending courses on their own time shall not be permitted work time off as a method of compensation. All outside class work must be accomplished on the employee's own time. Reimbursement will be subject to tax withholding in accordance with Internal Revenue Service requirements.



**ARTICLE 23.**  
**APPOINTMENTS AND SALARY ADMINISTRATION**

**A. RATES OF PAY**

Section 1. All pay adjustments shall be processed through the Human Resources Office and shall become effective the first day of the pay period during which they occur. Requests for such changes shall be made in writing to the Human Resources Department.

Section 2. Effective on the first day of the pay period that includes July 1 in odd-numbered years, each non-probationary employee shall receive an increase of 2.50% that is applied to the pay matrix.

Effective on the first day of the pay period that includes July 1 in even-numbered years, each non-probationary employee shall receive a one-step advancement, or 2.50%, as reflected in the current pay matrix.

Section 3. A non-probationary employee who receives written approval from the employee's department head shall receive an additional \$0.75 per hour for receiving and maintaining a certification, license or degree in an area directly related to the employee's job duties. The eligible certification, license or degree may have been received prior to or during employment with the EMPLOYER. Certification or license shall be issued by a nationally certifying institution or state or federal government agency. Degrees shall be from a college or university accredited by an agency recognized by the US Department of Education. This section does not apply to certification, license or degree that is required as a condition of employment. Once an employee is approved to receive payment for certification under this Section, the employee may be approved for one additional certification, license or degree every two years, up to a maximum of four certifications, licenses or degrees. The two-year period shall commence on the effective payment date for the most recently approved certification, license or degree.

Section 4. At the sole discretion of the department head, and subject to available funding in that department's current fiscal year budget, non-probationary bargaining unit employees shall be eligible for a meritorious bonus for exceptional job performance. Such meritorious bonus shall be in the form of a one-time lump sum payment and shall not be added to the employee's hourly rate of pay.

**B. NEW HIRE AND CURRENT EMPLOYEE**

Section 1. The normal rate of pay for newly-hired employees shall be Step 1 for each grade level, as set forth in Addendum "A."

Section 2. The EMPLOYER may authorize an exception to the normal entry rate of pay for a newly hired employee, provided such pay exceptions do not require additional funding during the current fiscal year. Such exceptions must be based on documented previous experience directly related to the job, or in response to a failed effort to fill the position at the entry rate of pay. Such a pay exception may not exceed advanced placement of one (1) additional step for every two (2) years of prior experience for a maximum of five (5) steps. The Employer shall notify the FEDERATION by providing a copy of the employee's new hire letter noting the pay

exception. The FEDERATION reserves the right to propose adjustments for other bargaining unit employees within the same department and with the same job description. Should the FEDERATION request bargaining over such adjustments in a timely manner, the EMPLOYER will bargain in good faith as required by state labor laws. Any disputes over this section may be submitted to an impartial arbitrator for a binding decision.

Employees hired without a pay exception between July 1, 2019 through December 28, 2019 will be hired at Step 3 and then move to Step 4 on the pay matrix at the end of probation.

Employees hired after December 28, 2019 will be hired at Step 4 and move to Step 5 when they successfully complete probation.

### **C. APPOINTMENTS BELOW MINIMUM RATE**

Section 1. When all applicants for a vacant position do not meet the minimum qualifications listed or when a position requires in-depth, specialized training, the Department Head may request the approval of the Director of Human Resources to develop an on-the-job training assignment.

Such assignments are subject to the following guidelines:

- A) Conditions of the assignment shall be stated in writing and the agreement signed by the employee, supervisor, and Department Head. A copy of this letter shall be sent to the FEDERATION.
- B) The written training assignment shall state the anticipated duration of the assignment and shall outline the training plan to be utilized.
- C) A training assignment shall not be authorized in excess of one (1) year, and the employee shall be compensated at a rate of pay not to exceed ten percent (10%) below Step 1, established for the position for the duration of the training assignment.
- D) Upon completion of the training assignment, the employee's rate will be adjusted to the minimum salary for the grade, whether or not the employee has completed the probationary period set forth in Part J of this Article.

### **D. TRANSFERS**

Section 1. There shall be no change in the rate of pay for an employee who transfers to another position in the same pay range. In a transfer to a position in the bargaining unit from a position outside the bargaining unit, the transferred employee shall be placed in the step closest to maintaining the employee's relative position in the pay grade (percentage over the base of the grade).

### **E. PROMOTIONS**

Section 1. Regular (non-probationary) employees who are promoted to positions covered by this AGREEMENT shall be placed at the step that comes closest to but is not less than a ten percent (10%) increase, or shall be placed at the step 2 of the new grade, whichever is greater. Calculation of this increase shall be based on the employee's former rate of pay in grade,

exclusive of any longevity increment. The parties agree that they will not request a pay adjustment for any other bargaining unit employee(s) as a result of the application of the percentage increase provided under this Section, even if such an increase results in a perceived internal inequity. The FEDERATION will be informed when employees receive promotional increases.

Section 2. Probationary employees who are promoted shall be placed at their current step in the higher grade.

Section 3. The provisions of Section 1 do not apply when an employee specifically moves from a position designated as a “trainee” to the position designated for advancement upon completion of “trainee assignment”

## **F. DEMOTIONS**

Section 1. When an employee voluntarily requests a demotion and the demotion is subsequently approved, or when an employee is demoted for administrative reasons, or is reclassified to a lower pay range, the salary of the employee shall be placed at the step that comes closest to maintaining the employee’s relative position in the pay grade (percent over the base of the grade). When an employee is demoted for disciplinary reasons, the employee shall be placed in a step that results in at least a 10% reduction in pay.

Section 2. In the event an employee is demoted as a result of a reduction in lieu of layoff, or for administrative reasons or is reclassified to a lower pay range, the incumbent employee(s) shall not have their salary reduced for a period of ninety (90) working days after the demotion takes effect to allow the employee sufficient time to make necessary financial adjustments.

## **G. RECLASSIFICATION**

Section 1. Any employee in a position covered by this AGREEMENT may request a review of their position classification by submitting a request in writing to their department head. If a review is approved and supported by the department head, the request shall be forwarded to the Human Resources Office to be handled in accordance with County policy on classification reviews.

Section 2. When a position is reclassified to a higher pay range or when a non-probationary employee is reclassified to a position within a higher pay range, the incumbent employee shall be placed at the step that comes closest to but is not less than a ten percent (10%) increase, or shall be placed at the step 2 of the new grade, whichever is greater.

Section 3. Employees in bargaining unit positions that are reclassified downward as a result of a change in duties and responsibilities shall not have their salaries reduced for a period of thirty (30) days per grade change, with a maximum of ninety (90) calendar days. If an employee's position is reclassified downward with no change in duties and responsibilities, the employee's salary shall not be reduced. The new pay rate shall be in accordance with Part F (Demotions), Section 1 above.

Section 4. Upon completion of a classification review for a current employee, and within 10 days of the HR Director signing the classification results form, the UNION will be provided a copy of the classification results form.

#### **H. TEMPORARY ASSIGNMENT**

Section 1. Any employee temporarily assigned by the EMPLOYER to perform work in a higher classification for at least two full weeks (80 hours) shall be entitled to a base salary increase of ten (10) percent or step 1 of the higher pay range, whichever is greater. Such increase shall become effective at the beginning of the temporary assignment and shall remain in effect until the temporary assignment has ended.

#### **I. PART-TIME EMPLOYMENT**

Section 1. Pay for part-time employees shall be in accordance with the classification of the position being occupied and shall be based upon the number of hours worked.

#### **J. PROBATIONARY PERIOD FOR NEW EMPLOYEES**

Section 1. All initial hire appointments to positions in the bargaining unit shall require a probationary period of up to six (6) months, at the department head's discretion. One extension of up to three (3) months may be made at the Department Head's discretion. When the probationary period is extended, the Department Head shall notify the employee in writing fifteen (15) working days before the end of the established probationary period that the probationary period has been extended and shall specify the length of the extension. In the event a new employee does not satisfactorily complete the probationary period, as determined by the Department Head, the employee shall be dismissed without the necessity of showing of cause by the Department Head. Upon satisfactory completion of the probationary period, as determined by the department head: (1) an employee shall attain regular status, and (2) the employee's base salary shall be increased to the next higher step of the applicable pay range. This end-of-probation increase shall be effective the first day of the pay period during which the employee completes the probationary period.

Section 2. Should a probationary employee be dismissed, the reasons for the dismissal shall be communicated to the employee. Probationary employees shall not have access to the grievance procedure contained herein for dismissal during the probationary period.

Section 3. A probationary period shall not include any leave of absence or time served by the employee under a temporary, short-term, or intermittent/on-call appointment.

Section 4. An employee who has not completed the probationary period and is promoted shall be required to complete a new six-month probation period.

#### **K. EMPLOYEE PERFORMANCE EVALUATIONS**

Section 1. Employee performance evaluation reports will be made on probationary employees, at the end of three (3) months and prior to the end of six (6) months. Performance evaluation reports shall be reviewed with the employee by the employee's supervisor or department head. Performance evaluation reports on regular (non-probationary) employees shall be made annually.

Employees may attach a written response to the performance evaluation within twenty (20) working days.

## **L. VACANCIES**

Section 1. Except in cases where a layoff pool exists and the provisions of Article 8 apply, as vacancies occur the EMPLOYER agrees to post notices of the opening for a minimum of five (5) working days. Promotions will be made by the Department Head on the principles of merit based on demonstrated qualifications. Should two or more applicants be judged to have equal qualifications for a position, the senior applicant shall be appointed. Promotions within a department or a division may be made without the necessity of posting notices in-house as long as each employee within the department has been informed in writing of the vacancies and has had the opportunity to be considered for the position if qualified. Vacancy notices will describe the position and its location. Notices will be posted, at a minimum, in the Human Resources office area and sent to the department in which the vacancy occurs. The union Secretary will also be sent an electronic copy at the time of the posting.

Section 2. If at least two (2) internal applicants meet minimum qualifications, they shall receive first consideration, including participation in first interview or other selection processes.

Section 3. If fewer than two (2) applications are received by the human resources office from internal regular status employees who meet the minimum requirements, any lone applicant who meets the minimum qualifications will receive consideration with the total pool of applicants, including an interview.

Section 4. Internal applicants may request written confirmation that their applications were received.

Section 5. For the purposes of Sections 1-4 immediately above, 'internal applicants' refers to FMCE bargaining unit employees only, and excludes other non-bargaining unit employees of Missoula County.

## **M. JOB DESCRIPTIONS**

Section 1. Job Descriptions for all bargaining unit positions shall be available upon request in the Human Resources Office. The development of such job descriptions shall be the exclusive purview of the EMPLOYER, however, the FEDERATION and the affected employee shall be notified, in writing, of any changes in such job descriptions at least ten (10) calendar days before such changes become effective. Should the FEDERATION request to meet to discuss any changes in a job description covering any bargaining unit position, the EMPLOYER agrees to meet within ten (10) calendar days.

Section 2. When job titles are eliminated or changed, FMCE will be notified in accordance with section 1 of Part M, and the job title will be removed from Addendum A.

## **N. DRESS CODES**

Section 1. If the EMPLOYER intends to establish or modify a dress code policy covering a bargaining unit employee, the EMPLOYER shall provide advance written notice to the

FEDERATION. If the FEDERATION requests bargaining over the intended policy or policy change, the parties shall negotiate in good faith in accordance with state law.

**ARTICLE 24.  
HEALTH INSURANCE**

Section 1. The EMPLOYER shall make group health insurance available to employees covered by this AGREEMENT under the rates and terms of the group health insurance plan generally applicable to County employees.

Section 2. The EMPLOYER shall contribute the total single rate of health insurance for full-time employees and make available dependent or family coverage for purchase by the employee.

Section 3. The EMPLOYER will make contributions for benefits on a pro-rated basis for half-time and three-quarter-time employees and will make dependent care coverage available.

**ARTICLE 25.  
LIFE INSURANCE**

Section 1. The EMPLOYER shall provide term life insurance to eligible employees under the terms of group life insurance generally applicable to County employees.

Section 2. An eligible employee may purchase supplemental group term life insurance as made available by the EMPLOYER at applicable group rates.

**ARTICLE 26.  
OPTICAL INSURANCE**

Section 1. The Employer shall make optical insurance available, on an ongoing basis, to eligible employees and their dependents/family members under the terms of optical coverage generally applicable to all County employees.

**ARTICLE 27.  
DENTAL INSURANCE**

Section 1. The EMPLOYER shall make group dental insurance available to employees covered by this AGREEMENT under the terms of the group dental insurance generally applicable to County employees.

Section 2. The EMPLOYER shall contribute the total single rate of dental insurance for full-time employees and make available dependent or family coverage for purchase by the employee.

Section 3. The EMPLOYER will make contributions for benefits on a pro-rated basis for half-time and three-quarter-time employees and will make dependent care coverage available.

**ARTICLE 28.  
FLEXIBLE BENEFITS**

Section 1. The EMPLOYER shall 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 29.  
COMPENSATION**

**A. NON-EXEMPT EMPLOYEE OVERTIME COMPENSATION**

Section 1. Non-exempt employees required to work over forty (40) hours per week shall be eligible to receive overtime pay at one and one-half times their regular hourly rate of pay. In lieu of overtime pay, and with mutual agreement between the employee and the supervisor, an employee may receive one and one-half hours of compensatory time for each hour worked in excess of forty (40) hours per week.

Section 2. The Department Head or designated supervisor shall have the authority to approve overtime, and no employee shall work any overtime hours without the prior knowledge and approval of the Department Head or designated supervisor. An overtime authorization form shall be required for any overtime hours worked, if applicable.

Section 3. Scheduling of compensatory time leave shall be accomplished in cooperation between the employee and the Department Head or designated supervisor.

Section 4. A bank of non-exempt compensatory time may be accumulated to a maximum of 240 (two hundred forty) hours. Once an employee's non-exempt compensatory time balance reaches 240 (two hundred forty) hours, any additional overtime will be paid at one and one-half (1½) times the employee's regular rate of pay for each hour worked.

Section 5. Non-exempt employees shall be paid for all unused accumulated compensatory time when they terminate employment, transfer to another department or accept a position that is exempt from the Fair Labor Standards Act.

Section 6. In addition to all hours worked, vacation leave, sick leave, personal leave, use of accrued compensatory time and paid holiday time as defined in Article 12 shall constitute hours worked for the purpose of determining overtime pay under Section 1 of this Article.

Section 7. If an employee is required to work hours that exceed those the employee is regularly scheduled to work, the EMPLOYER may not unilaterally adjust the employee's regularly scheduled shift in the same work week to avoid the payment of overtime. This does not apply in situations where an employee and supervisor mutually agree to flex the employee's schedule within a forty hour work week.

Section 8. Except in situations of emergency, employees will not receive less than four (4) hours advance notice of any requirement to work beyond their regularly scheduled daily hours.

Employees given less than four (4) hours' notice shall not be mandated to work beyond their regularly scheduled daily hours.

**B. EXEMPT EMPLOYEE OVERTIME COMPENSATION**

Section 1. Exempt employees shall be provided compensatory time off for all hours worked in excess of forty (40) hours per week at the rate of one (1) hour for each hour worked in excess of forty (40). Exempt employees may accrue up to eighty(80) hours of compensatory time without prior approval. Exempt employees who have accrued eighty (80) hours of compensatory time must receive prior approval before accruing additional compensatory time. No compensation for unused compensatory time shall be allowed at any time.

Section 2. Absences while in a leave status (i.e., sick leave, annual vacation leave, personal leave, paid holiday time, or compensatory time off) shall constitute time worked in calculating overtime compensation or compensatory time in lieu of overtime pay.

**C. COMPENSATION FOR EMPLOYEES IN AN ON-CALL STATUS**

Section 1. Employees required to be in an on-call status on the employee's regularly scheduled work day shall be compensated at the rate of \$15.00 per day. Employees required to be in an on-call status on the employee's regularly scheduled day off shall be compensated at the rate of \$50.00 per day. Employees required to be on-call on Saturday and/or Sunday shall be compensated at the rate of \$50.00 per day. On-call status is defined to mean that the employee is required to carry a pager and be accessible to 9-1-1 dispatch, or be accessible by telephone. When called out, such employees will be paid mileage at the state rate for travel to and from the job site.

An employee who is called out and reports for duty in accordance with this section shall be paid one and one-half times their hourly rate. Employees called out and reporting for duty on the following holidays shall be paid two times their hourly rate: Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Independence Day, and Labor Day.

An employee called out will be guaranteed no less than two (2) hours of pay whether or not he/she is required to be in "on-call status."

**ARTICLE 30.  
LONGEVITY**

Section 1. Longevity pay, in addition to the wage amounts listed in Addendum "A", shall be according to the following schedule:

<i>Years of Service</i>	<i>Amount of Increase</i>
After 3 continuous years of service	\$.25 per hour
After 5 continuous years of service	\$.35 per hour
After 7 continuous years of service	\$.45 per hour
After 9 continuous years of service	\$.55per hour
After 11 continuous years of service	\$.65 per hour
After 13 continuous years of service	\$.75 per hour



After 15 continuous years of service	\$.85per hour
After 17 continuous years of service	\$.95 per hour
After 19 continuous years of service	\$.1.05per hour
After 21 continuous years of service	\$1.15 per hour
After 23 continuous years of service	\$1.25 per hour
After 25 continuous years of service	\$1.35 per hour
After 27 continuous years of service	\$1.45 per hour

Section 2. Longevity compensation for all eligible employees shall become effective on the first day of the pay period during which such eligibility occurs.

Section 3. The eligibility date for purposes of Article 30 LONGEVITY of this AGREEMENT shall be the employee's date of hire with Missoula County.

### **ARTICLE 31. GRIEVANCE PROCEDURE**

Section 1. A grievance is any controversy between the parties to this AGREEMENT which pertains to any matter involving interpretation, violation or misapplication of any of the provisions of this AGREEMENT.

The EMPLOYER agrees that the FEDERATION may pursue all complaints through the appropriate channels.

Section 2. The presentation of a grievance shall be considered the right of each employee without fear of reprisal.

Section 3. Any grievance must be presented to the employee's supervisor, in writing, either within ten (10) working days of the occurrence or ten (10) working days of the employee's learning of the occurrence. The grievance shall set forth in writing the facts and the specific provision of the AGREEMENT allegedly violated or the dispute, complaint, problem, issue, or question existing and the specific relief sought. Any grievance which is not filed within this time limit shall be invalid and without further recourse. Failure to file or advance the grievance according to the established procedures and times shall cause that party to waive the right to respond to that level. If the employee or FEDERATION fails to respond, the grievance shall be canceled. If management fails to respond, the employee may proceed to the next level of the procedure. Time limits or procedural steps may be waived upon mutual, written agreement by both the employee and the Director of Human Resources.

**LEVEL 1:** The supervisor shall respond to the grievance within five (5) working days after receiving it.

**LEVEL 2:** In the event the grievance is not resolved in Level 1, the grievance may be presented, in writing, to the employee's Department Head within ten (10) additional working days. As part of the attempt to resolve the grievance, the Department Head, Employee or Federation may request a meeting. If a meeting is requested, it shall be scheduled within five (5) working days of the request. A written response to the grievance shall be provided to the employee within

five (5) working days of the meeting. At no time shall more than ten (10) working days elapse from the employee submitting the grievance to the Department Head for resolution without an extension being approved by both the Federation and the Employer.

**LEVEL 3:** In the event the grievance is not resolved at Level 2, the employee may present the grievance to the Board of County Commissioners within ten (10) working days after the Department Head responds in Level 2. The Board of County Commissioners shall have ten (10) working days to resolve the grievance.

Section 4. Any dispute which has not been resolved by the above grievance procedure may be submitted to arbitration by the aggrieved party provided it is submitted in writing within ten (10) working days after the Board of County Commissioners responds in Level 3. The aggrieved party shall notify the other party in writing of the matter to be arbitrated and the specific contract provisions allegedly violated. Once a grievance is submitted to arbitration under this Section, the parties shall have twenty (20) working days from the date of submission to either mutually agree to an arbitrator or to petition the Federal Mediation and Conciliation Service (FMCS), as set forth in Section 5 below.

Section 5. The parties shall select an impartial arbitrator who shall be agreeable to the EMPLOYER and the FEDERATION. In the event that the parties to the dispute are unable to agree upon the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of five (5) names. Each party to the dispute shall alternately strike names with the party bringing the grievance striking the first name, until one remains and that person shall be designated the arbitrator. The arbitrator shall consider the grievance and shall render a decision within twenty (20) days of the date of receipt of the grievance.

Section 6. The arbitrator shall not have the power to detract, modify or amend this AGREEMENT in any way.

Section 7. The decision of the arbitrator shall be binding upon all parties concerned.

Section 8. Each party shall bear the fees and expenses of the presentation of its own case. The fees and expenses of the impartial arbitrator shall be shared equally between the parties.

Section 9. In the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay the cost of such transcript.

Section 10. 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. Time limits designated in Article 31 GRIEVANCE PROCEDURE of this AGREEMENT may be extended by mutual agreement between the parties involved.

Days: Reference to days regarding time periods in this procedure shall refer to workdays, excluding Saturdays, Sundays and holidays.

**ARTICLE 32.  
LABOR-MANAGEMENT COMMITTEE**

Section 1. In order to facilitate communication and resolve issues of mutual interest, it is agreed to establish a labor-management committee to confer on day-to-day work-related problems or issues. The employer and the union shall each establish the composition of their respective committees of up to four (4) members each. Meetings will be held upon the request of either the employer or the bargaining unit, at a date and time as mutually agreed to between the parties. Requests for meetings will be made to the Human Resources Director.

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

**ARTICLE 33.  
SEVERABILITY**

Section 1. 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 Federal or Montana law, the remainder shall not be affected or invalidated.

**ARTICLE 34.  
TERM OF AGREEMENT**

Section 1. This Agreement shall become effective and be in force from July 1, 2019 and shall remain in full force and effect to and including June 30, 2021. This Agreement shall remain in effect year to year after June 30, 2021 unless one of the parties serves a written notice of proposed change upon the other party on or before March 15, 2021, or March 15 of the year in which the agreement is set to expire.

**ARTICLE 35.  
EMBODIMENT**

Section 1. 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 FEDERATION 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 by both parties, nor upon any 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 FEDERATION in violation or contravention of this contract.

## ADDENDUM A

### ADDENDUM A

**FMCE Job Titles & Grade Levels updated 9/10/2019**

GRADE DESIGNATIONS INCLUDED ONLY FOR EASE OF INTERPRETING PAY MATRIX

GRADE	Job Title	GRADE	Job Title
1	OFFICE AIDE	9	ASST CHIEF DEPUTY TREASURER CO ATTY VICTIM WITNESS COORDINATOR
2	No positions currently allocated to this grade level.		CRIME VICTIM ADVOCATE I ENGINEERING TECH ROADS
3	C.S. AIDE		GIS SPECIALIST PAYROLL & FINANCE SPECIALIST
4	C.R & TREASURER - DATA ENTRY CLERK SR SECRETARY TELEPHONE SERVICES CLERK		PC MAINTENANCE SPECIALIST II SURVEY TECHNICIAN
5	ADMIN SECRETARY	10	ASSISTANT NETWORK ADMINISTRATOR BUSINESS APPLICATION ANALYST
6	4-H ADMIN COORDINATOR ADMIN AIDE AUDIT TECHNICIAN DISTRICT COURT FILE & COLLECTION CLERK TRAINEE DISTRICT COURT JURY CLERK SR LEGAL SECRETARY TREASURER CLERK TRAINEE CRIMINAL JUSTICE CLERK		COMPUTER APPLICATIONS SPECIALIST COMPUTER SPECIALIST CRIME VICTIM ADVOCATE II DATA SPECIALIST - PW PW FINANCIAL MANAGER PW OPERATIONS COORDINATOR SR ACCOUNTANT - FIN SERVICES SR ASSISTANT CHIEF DEPUTY TREASURER SR BUILDING OPERATOR
7	ACCOUNTING CLERK I ADMINISTRATIVE ASSISTANT BUILDING OPERATOR ASSISTANT DISTRICT COURT FILE & COLLECTION CLERK DISTRICT COURT CLERK, TRAINEE ELECTIONS CLERK FACILITIES PREVENTIVE MAINTENANCE TECH JUSTICE COURT CLERK PARKS & TRAILS PROGRAM ASSISTANT PRINTING TECHNICIAN PURCHASING & SUPPLY TECH RECORDING CLERK RECORDS MANAGEMENT TECH. TREASURER CLERK EXTRADITION AND WARRANTS CLERK SENIOR ADMINISTRATIVE AIDE	11	CRIME VICTIM ADVOCATE III FRENCHTOWN COMMUNITY COALITION COORDINATOR GRANTS & COMMUNITY PROGRAMS (GCP) ACCOUNTANT HEALTHY RELATIONSHIPS PROJECT COORDINATOR HEALTHY START & YOUTH DEVELOPMENT COORDINATOR MISSOULA FORUM-CHILDREN & YOUTH OUTREACH COORDINATOR MISSOULA UNDERAGE SUBSTANCE ABUSE TEAM COORDINATOR PARKS & TRAILS COORDINATOR PLANNER I PROGRAMMER ANALYST: Apps Development and Administration SR GIS SPECIALIST
8	BUILDING OPERATOR DELINQUENT COLLECTIONS CLERK DISTRICT COURT CLERK FINANCIAL SERVICES ASSISTANT GRANTS TECHNICIAN HEALTHY RELATIONSHIPS OUTREACH SPECIALIST IT HELP DESK SPECIALIST LEAD ELECTIONS CLERK	12	ECMS Applications Administrator PW ENGINEERING PROJECT MANAGER GRANTS ADMINISTRATOR II LAND SURVEY INTERN PLANNER II PLANNER II- PARKS & TRAILS SR PROGRAMMER/ANALYST TELECOMMUNICATIONS SPECIALIST
	MISSOULA FORUM-CHILDREN & YOUTH PROG SPECIALIST PARA-LEGAL P C MAINTENANCE SPECIALIST PROGRAM SUPPORT SPECIALIST (RVS) PROGRAM SUPPORT SPECIALIST (SAP-FORUM) PROGRAM SUPPORT SPECIALIST (PW) PW Permit Specialist SR AUDIT TECH SR PURCHASING & SUPPLY TECH	13	DATABASE ADMINISTRATOR DIGITAL SYSTEMS ELECTRICIAN ENVIRONMENTAL CONTROLS SPECIALIST FLOODPLAIN ADMINISTRATOR GRANTS ADMINISTRATOR III NATURAL RESOURCE SPECIALIST NETWORK ADMINISTRATOR PLANNER III SECURITY SYSTEMS ADMINISTRATOR SYSTEMS ADMINISTRATOR
		14	GRANTS ADMINISTRATOR IV LAND SURVEYOR PLANNER IV
		15	No positions currently allocated to this grade level.

## ADDENDUM A.1

### ADDENDUM A FY 19 FMCE Pay Matrix

Effective 7/1/18 1% increase on base																									
steps >>> grades vvv	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
1	10.4365	10.6974	10.9648	11.2389	11.5199	11.8079	12.1031	12.4057	12.7158	13.0337	13.3595	13.6935	14.0358	14.3867	14.7464	15.1151	15.4930	15.8803	16.2773	16.6842	17.1013	17.5288	17.9670	18.4162	18.8766
2	11.0926	11.3699	11.6541	11.9455	12.2441	12.5502	12.8640	13.1856	13.5152	13.8531	14.1994	14.5544	14.9183	15.2913	15.6736	16.0654	16.4670	16.8787	17.3007	17.7332	18.1765	18.6309	19.0967	19.5741	20.0635
3	11.8308	12.1266	12.4298	12.7405	13.0590	13.3855	13.7201	14.0631	14.4147	14.7751	15.1445	15.5231	15.9112	16.3090	16.7167	17.1346	17.5630	18.0021	18.4522	18.9135	19.3863	19.8710	20.3678	20.8770	21.3989
4	12.6408	12.9568	13.2807	13.6127	13.9530	14.3018	14.6593	15.0258	15.4014	15.7864	16.1811	16.5856	17.0002	17.4252	17.8608	18.3073	18.7650	19.2341	19.7150	20.2079	20.7131	21.2309	21.7617	22.3057	22.8633
5	13.4712	13.8090	14.1532	14.5070	14.8697	15.2414	15.6224	16.0130	16.4133	16.8236	17.2442	17.6753	18.1172	18.5701	19.0344	19.5103	19.9981	20.4981	21.0106	21.5359	22.0743	22.6262	23.1919	23.7717	24.3660
6	14.3631	14.7222	15.0903	15.4676	15.8543	16.2507	16.6570	17.0734	17.5002	17.9377	18.3861	18.8458	19.3169	19.7998	20.2948	20.8022	21.3223	21.8554	22.4018	22.9618	23.5358	24.1242	24.7273	25.3455	25.9791
7	15.3473	15.7309	16.1242	16.5273	16.9405	17.3640	17.7981	18.2431	18.6992	19.1667	19.6459	20.1370	20.6404	21.1564	21.6853	22.2274	22.7831	23.3527	23.9365	24.5349	25.1483	25.7770	26.4214	27.0819	27.7589
8	16.3622	16.7713	17.1906	17.6204	18.0609	18.5124	18.9752	19.4496	19.9358	20.4342	20.9451	21.4687	22.0054	22.5555	23.1194	23.6974	24.2896	24.8970	25.5194	26.1574	26.8113	27.4816	28.1686	28.8728	29.5946
9	17.5105	17.9482	18.3969	18.8568	19.3282	19.8114	20.3067	20.8144	21.3348	21.8682	22.4149	22.9753	23.5497	24.1384	24.7419	25.3604	25.9944	26.6443	27.3104	27.9932	28.6930	29.4103	30.1456	30.8992	31.6717
10	18.6279	19.0936	19.5709	20.0602	20.5617	21.0757	21.6026	22.1427	22.6963	23.2637	23.8453	24.4414	25.0524	25.6787	26.3207	26.9787	27.6532	28.3445	29.0531	29.7794	30.5239	31.2870	32.0692	32.8709	33.6927
11	19.9197	20.4177	20.9281	21.4513	21.9876	22.5373	23.1007	23.6782	24.2702	24.8770	25.4989	26.1364	26.7898	27.4595	28.1460	28.8497	29.5709	30.3102	31.0680	31.8447	32.6408	33.4568	34.2932	35.1505	36.0293
12	21.2524	21.7837	22.3283	22.8865	23.4587	24.0452	24.6463	25.2625	25.8941	26.5415	27.2050	27.8851	28.5822	29.2968	30.0292	30.7799	31.5494	32.3381	33.1466	33.9753	34.8247	35.6953	36.5877	37.5024	38.4400
13	22.6672	23.2339	23.8147	24.4101	25.0204	25.6459	26.2870	26.9442	27.6178	28.3082	29.0159	29.7413	30.4848	31.2469	32.0281	32.8288	33.6495	34.4907	35.3530	36.2368	37.1427	38.0713	39.0231	39.9987	40.9987
14	24.1846	24.7892	25.4089	26.0441	26.6952	27.3626	28.0467	28.7479	29.4666	30.2033	30.9584	31.7324	32.5257	33.3388	34.1723	35.0266	35.9023	36.7999	37.7199	38.6629	39.6295	40.6202	41.6357	42.6766	43.7435
15	25.7941	26.4389	27.0999	27.7774	28.4718	29.1836	29.9132	30.6610	31.4275	32.2132	33.0185	33.8440	34.6901	35.5574	36.4463	37.3575	38.2914	39.2487	40.2299	41.2356	42.2665	43.3232	44.4063	45.5165	46.6544

## FY2019 PAY MATRIX

**ADDENDUM B.**  
**EXCLUSIONS AND EXCLUDED JOB CLASSIFICATIONS**

1. Any person employed in an included job classification who is a member of another bargaining unit.
2. Any person employed in any job classification not specifically included in the bargaining unit.
3. Engineers and engineers in training.
4. Managerial and supervisory employees.
5. All elected officials and their Chief Deputies.
6. All Appointed Officials.
7. Temporary and intermittent/on-call employees whose term of service is not projected to exceed six (6) months.
8. Part-time employees who do not have regularly scheduled hours.
9. Any person employed in any capacity in the Board of County Commissioners Office.
10. Any person employed in any capacity in the Human Resources Department.
11. Any person employed in any capacity by the Fair Board.
12. Any person employed in any capacity by the Fine Arts Museum.
13. Any person employed in any capacity by the Fort Missoula Historical Museum.

## **ADDENDUM C. DEFINITIONS**

We agreed to delete references to “anniversary dates” throughout the Agreement on the mutual understanding that this does not adversely affect any employee.

**CALL OUT:** When an employee in on-call status is paged or telephoned and required to report to work.

**CLASSIFICATION:** Means a group of positions which have been assigned the same title, same minimum requirements, and same pay range (e.g., Planner I).

**CLASS SERIES:** Means two or more classifications which are similar as to the type of work performed but different as to the level of responsibility and difficulty; they may constitute levels in the normal line of promotion such as used in career ladders (e.g. Asst. Planner/Planner I/Planner II).

**CLASS SPECIFICATION:** Means an official written description of a classification, including title, statement of the general nature of the work, examples of duties and responsibilities, and qualification requirements that are necessary or desirable for the satisfactory performance of the duties of that classification. Particular phrases or examples contained therein are not to be treated as the full description of the classification.

**DEMOTION:** The assignment of an employee from one classification to another with a lower pay range.

**DEPARTMENT HEAD:** A County official with the designated responsibility for the operation of a County or City/County department.

**DISMISSAL:** The involuntary termination of employment for reasons other than lack of funds or lack of work.

**EMPLOYEE:** A person appointed to an allocated position in the County service or a person who is on authorized leave of absence and whose position is being held pending their return.

**EXEMPT EMPLOYEE:** An employee in a position who is exempt from the provisions of the Fair Labor Standards Act, as defined by the Labor Standard Division of the Department of Labor and Industry, State of Montana.

**FULL-TIME EMPLOYEE:** A full-time employee is one who is regularly scheduled to work thirty-six (36) to forty (40) hours per week on a continuous basis and is accorded or offered all employee benefits.

**HOURS OF WORK:** The hours established by the Department Head that an employee is regularly scheduled to be at work.

**IMMEDIATE FAMILY:** Shall mean parents, grandparents, siblings, children or grandchildren of the employee, spouse of the employee, son-in-law, daughter-in-law, or an individual, though not related by blood, who has been a permanent member of the employee's household.

**INTERMITTENT/ON-CALL EMPLOYEE:** An employee appointed to a position within County service who may be called to work intermittently as workload situations may require. Intermittent/on-call employees are not included in the bargaining unit and are not subject to the terms and conditions of this AGREEMENT.

**LAYOFF:** The involuntary separation of an employee due to lack of work, lack of funds, or the abolishment of a position.

**MAY:** The word "may" shall be interpreted as permissive.

**MINIMUM RATE:** The entry pay rate in the pay range prescribed for a position.

**NON-EXEMPT EMPLOYEE:** An employee in a position who is not exempt from the provisions of the Fair Labor Standards Act, as defined by the Labor Standards Division of the Department of Labor and Industry, State of Montana.

**ON-CALL STATUS:** The employee is required to carry a pager and be accessible to 9-1-1 dispatch or be accessible by telephone.

**PART-TIME EMPLOYEE:** A part-time employee is one who is regularly scheduled to work less than forty (40) hours per week on a continuous basis and is accorded or offered all employee benefits on a prorated basis.

**PAY RANGE:** The level specifying the minimum to maximum rate of pay established for each position.

**PAY RATE:** The specific dollar amount established for each employee.

**PERMANENT POSITION:** A position created for an indefinite period of time in excess of nine (9) months and approved as such in the annual County budget process.

**POSITION:** An aggregate of duties and responsibilities to be performed by an employee as assigned by proper authority. A position may be filled or vacant.

**PROBATIONARY PERIOD:** A designated period of employment during which a newly hired employee is required to demonstrate satisfactory job performance and is used to determine if the employee should be retained beyond the probationary period and attain regular status.

**PROMOTION:** The assignment of an employee to a position in a higher pay range.

**RECLASSIFICATION:** A reassignment of a position or employee from one classification to another classification to recognize a significant change in the duties and responsibilities of a position and relevant factors applied to the position.

**REDUCTION IN LIEU OF LAYOFF:** When subject to layoff, an employee accepts a non-disciplinary demotion to a lower position in lieu of being laid off.

**RE-EMPLOYMENT:** The action by which an employee, after separation from County service, is returned by the County under the same conditions as a new employee.



**REGULAR EMPLOYEE:** An employee who has satisfactorily completed his/her period of probation in a permanent position.

**REINSTATEMENT:** Re-appointment after a break in service (within 1 year) to a position in a classification in which status was formerly held, under conditions comparable to those applicable to the employee prior to separation.

**SEASONAL EMPLOYEE:** An employee occupying a position which is interrupted by the seasonal nature of the duties.

**SENIORITY:** The length of continuous service with the EMPLOYER.

**SEPARATION:** The removal of an employee from County service for either voluntary or involuntary reasons.

**SHALL:** The word "shall" will be interpreted as mandatory.

**SUSPENSION:** The temporary separation of an employee from the County service for disciplinary reasons or pending the outcome of an investigation involving the employee, either with or without pay.

**TEMPORARY EMPLOYEE:** An employee appointed to a position within County service created for a definite period of time not to exceed nine (9) months. Temporary employees shall not be used to displace bargaining unit positions. Temporary employees are not included in the bargaining unit and are not subject to the terms and conditions of this AGREEMENT.

**TRANSFER:** The assignment of an employee from one position to another in the same classification.

**VACANCY:** A duly created position that is not occupied and for which funds have been specifically and duly authorized.

**WAGE SCHEDULE:** The schedule of pay ranges for all classifications of positions covered by this AGREEMENT, as shown in Addendum "A".

**WORK WEEK:** Means the number of hours regularly scheduled to be worked during any seven consecutive day period Sunday through Saturday.

**WORK DAY:** Means the number of hours regularly scheduled to be worked in one 24-hour period.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS     DAY OF AUGUST 2019.

FOR THE EMPLOYER:

FOR THE FEDERATION:

\_\_\_\_\_  
David Strohmaier  
Chair

\_\_\_\_\_  
, President  
Federation of Missoula County Employees  
MFPE, AFL-CIO, Local 4846

\_\_\_\_\_  
Josh Slotnick,  
Commissioner

\_\_\_\_\_  
Heather Diehl, Field Representative  
Northwest Field Office  
MFPE, AFL-CIO, Local 4846

\_\_\_\_\_  
Juanita Vero  
Commissioner