

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE**

FEDERATION OF

**JEFFERSON COUNTY PUBLIC EMPLOYEES
LOCAL 4538, MFPE**

AND

JEFFERSON COUNTY

JULY 1, 2021 THROUGH JUNE 30, 2023

PREAMBLE

THIS AGREEMENT, made and entered into this 1st day of July 2021, by and between Jefferson County, State of Montana, hereinafter referred to as the "Employer," and the Federation of Jefferson County Public Employees, Local #4538, MFPE acting by and through its duly qualified and acting officers and representatives hereinafter called the "Federation," for the purpose of establishing conditions of employment and providing a means for an amicable and equitable adjustment for misunderstandings or grievances which may arise, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. It is understood that the Employer is engaged in furnishing essential public service which vitally affects health, safety, comfort, protection and general well-being of the public: and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1 RECOGNITION

SECTION 1. The employer recognizes the Federation as the sole and exclusive bargaining agent for all employees within the bargaining unit as defined and certified by the Board of Personnel Appeals. Included in the unit are full-time employees who are regularly scheduled and work forty (40) hours per week, permanent part-time employees who are regularly scheduled and who work less than forty (40) hours but more than fifteen (15) hours per week. Excluded from the bargaining unit are Jail Commander, Dispatch Supervisor, Events Coordinator as well as any Department Heads in the following departments: Human Resource, DES, IT, Maintenance, Planner, Weed, Sanitarian, Public Health, Safety and GIS. Also excluded are temporary employees whose positions have a predetermined ending date of nine (9) months or less duration and intermittent employees who are not regularly scheduled and whose employment averages less than sixteen (16) hours per week.

SECTION 2. When new job classifications are created which are not clearly exempt from coverage by the contract, the Employer agrees to meet with the Federation in order to determine if those positions should be included within the bargaining unit. If agreement is not possible, then the Board of Personnel Appeals shall be petitioned to conduct a unit clarification as specified in the Board's rules.

ARTICLE 2 MANAGEMENT RIGHTS

The Federation shall recognize the prerogatives of the agency to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

1. Direct employees;
2. Hire, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. Maintain the efficiency of government operations;
5. Determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted.
6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and

7. Establish the methods and processes by which work is performed. The Employer retains all rights except as modified by the terms of this agreement.

ARTICLE 3 **FEDERATION RIGHTS**

SECTION 1. The Federation's staff will be allowed to visit work areas during working hours provided that advance permission is received and that the visit shall not disrupt work in progress.

SECTION 2. Whenever members of the bargaining unit are scheduled by the Employer to participate during working hours in conferences or meetings, they shall be granted the necessary release time.

SECTION 3. The Federation shall have the right to use space on the bulletin boards for posting notices as designated by the Employer and shall have access, subject to availability, to a meeting room on the Employer's premises.

SECTION 4. The Employer agrees to provide twenty (20) working days advance notice to the Federation prior to any bargaining unit employee layoff, along with an opportunity to comment on the layoff.

SECTION 5. The Employer will provide copies of all new policies and/or changes to the union president at the same time the Employer provides them to department heads or elected officials.

SECTION 6. At the beginning of every calendar year, the Federation shall be credited with five (5) days of paid leave time to attend union functions to be used by employees who are Federation officers or their designees at the discretion of the Federation.

SECTION 7. Bargaining unit members shall be allotted ten (10) hours annually of paid release time to attend Federation meetings scheduled within the workday. Federation meetings shall be one (1) hour or less in duration. Offices that are shorthanded at the time of the scheduled Federation meeting shall retain one (1) member of the bargaining unit for office coverage.

ARTICLE 4 **UNION SECURITY**

SECTION 1. Upon receipt of a written authorization from an employee, the Employer shall deduct from the employee's pay the amount owed to the Federation by such employee for dues or for the Employer will remit to the Federation such sums within thirty (30) calendar days. Changes in the Federation membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Federation and shall be done at least thirty (30) calendar days in advance of such change. Employees who fail to comply with the requirements under this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice of default and demand for discharge after the thirty (30) day period specified in this Article. The Employer shall initiate appropriate discharge actions under this section to ensure discharge of the affected employee(s) on the thirtieth (30th) day from receipt by the Employer of the Federation's written notice of default and demand for discharge.

ARTICLE 5 **LABOR-MANAGEMENT RELATIONS COMMITTEE**

SECTION 1. The Employer and the Federation agree to the establishment of a personnel committee,

which shall meet at the request of either party. The purpose of this committee is to discuss any item of concern to either party and to improve communications between the Employer and the members of the bargaining unit. It is agreed that the purpose of the committee is not to conduct collective bargaining.

SECTION 2. The committee shall include the personnel officer, two (2) voting members from all unions wishing to participate and one (1) Commissioner, along with one (1) other elected official, and two (2) non-union employees taken at large.

SECTION 3. The committee shall meet at a mutually agreed time, place, and date.

SECTION 4. Five (5) working days prior to the agreed meeting date each party shall provide the other with a list of items which it wishes to discuss. The requirement, however, may be waived by mutual agreement.

SECTION 5. The Personnel Officer shall notify the Federation of all changes in personnel policy, and shall allow the Federation the opportunity to comment on such changes during Labor-Management Relations Committee meetings.

ARTICLE 6 PROBATIONARY AND REGULAR EMPLOYEES

SECTION 1. All new employees shall be considered probationary employees for the first twelve (12) months of full time employment in the position. During the first six (6) months the employee can be disciplined or discharged without cause. For the remainder of the first year of employment the employee can be discharged for good cause. Upon successfully completing one year of employment the seniority date shall be set as the original date of hire.

Good Cause: means reasonable job-related grounds for dismissal based on the failure to satisfactorily perform job duties, disruption of the employer's operation, or other legitimate business reason.

SECTION 2. Employees who are terminated after the first six months of probation shall be provided with reasons for such termination. There shall be no seniority among probationary employees and they may be terminated at the discretion of the Employer. In the case of employees who are past their probationary period and who are transferred or promoted to a new position, they shall be returned to their previous position if, within the first six (6) months of employment in the new position, it is determined by the Employer that performance in the new position is not satisfactory. Employees who request a transfer are not eligible to return to their previous position.

ARTICLE 7 JOB POSTING AND PROMOTIONAL OPPORTUNITIES

SECTION 1. The following procedures will be followed in the posting and filling of vacant or newly created positions. The purpose of this system is to inform employees of vacancies and newly created positions and to afford employees, who are interested and who feel they qualify an equal opportunity to apply for the vacant or newly created position.

Subsection 1. When a vacancy occurs or a new position is created within a department, the department head or elected official shall notify the personnel officer of the vacancy. Upon receipt of the notification and approval by the personnel officer, the selection process will begin. The department head or elected official shall post, with county offices and departments, a vacancy announcement to include an accurate position description, proposed date of hire and proposed rate of pay. The department head or elected official may also notify any appropriate agencies that a job vacancy exists. These agencies may include job service, newspapers, journals or other publications appropriate to notify potential applicants. An internal posting must be posted for five working days, to include the date originally posted.

Subsection 2. The Employer will ensure that all such applications are considered in the selection process. Members of the bargaining unit who are unsuccessful applicants shall be so notified upon completion of the selection process. When a bargaining unit employee is not selected, he/she shall be entitled, upon request, to a written statement of the reasons why he/she was not selected.

SECTION 2. It is understood by the parties to this Agreement that members of the bargaining unit shall be given first consideration in hiring for vacancies and newly created positions. If skills, ability, training and experience are equal, seniority will be the determining factor as determined by the Employer.

SECTION 3. Any employee who has received new duties and responsibilities may request a reclassification of their current job classification or pay grade. Reclassification requests will be evaluated using the Employer's factoring system. A reclassification or pay grade request shall be processed according to the following procedures.

Step 1. The request for reclassification shall be submitted in writing to the County Personnel Officer and the Federation president. The request must describe the duties, which constitute the basis for the request. The department head, elected official or immediate supervisor may attach a statement of agreement or disagreement with the request. However, it is not necessary for the department head, elected official or supervisor to agree with the request before it can be filed.

Step 2. The County Personnel Officer will respond with a decision to the reclassification request to the employee and the Federation president within ten (10) business days of the receipt of the request.

Step 3. If the employee is not satisfied with the decision of the County Personnel Officer, an appeal can be filed with the appropriate Elected Official within ten (10) business days of receipt of the decision from step 2.

Step 4. The personnel committee will meet within thirty (30) business days from the date the appeal was filed with Elected Official. The recommendation of the Personnel Committee will be presented to the Elected Official, and the Elected Official will act upon the recommendation of the Personnel Committee within ten (10) business days. The decision of the Elected Official is final and binding until there is a bona fide change in the employee's duties and responsibilities. The effective date of reclassification and any resulting pay increase shall be the date on which the initial request for reclassification was filed.

ARTICLE 8 NON-DISCRIMINATION

SECTION 1. The Employer shall not discriminate in violation of any law, with regard to recruitment, appointment, assignment, training, evaluation and promotion. The Employer shall not discriminate in violation of any law, in areas of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry.

SECTION 2. No member of the bargaining unit shall be discriminated against as a result of union membership or participation in lawful union activities. The Employer agrees not to interfere with, restrain, or coerce employees in the exercise of their collective bargaining rights.

ARTICLE 9 SICK LEAVE

Accumulated sick leave credits are valuable free health insurance that maintains an employee's income during a period of personal illness or family emergency. Sick leave credits should be carefully guarded and not dissipated or abused.

Section 1

QUALIFICATION AND CALCULATION

Employees are not entitled to be paid sick leave until they have been continuously employed for ninety (90) days. Permanent, temporary and seasonal full-time employees earn sick leave credits from the first full day 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, 2,080 hours (52 weeks x 40 hours) equals one (1) year. Sick leave credits shall be earned and credited at the end of each pay period. Permanent, temporary and seasonal part-time employees earn prorated sick leave credits from the first full day of employment. Prorated sick leave credits are calculated by multiplying .046 x hours worked. Credits are to be recorded by rounding to two digits beyond the decimal point and carried in each employee's account in that configuration. Short-term workers do not earn sick leave credits. Employees who transfer from one position to another shall have their sick leave balance transferred to the receiving department.

Section 2

DURING LEAVE WITHOUT PAY, HOLIDAY, OR VACATION

Employees do not accrue sick leave credits during a leave of absence without pay. Sick leave taken on a legal holiday shall not be charged to an employee's sick leave for that day. With the elected officials\department head's approval, an employee may substitute sick leave credits for annual vacation leave, if the employee becomes sick while on approved annual vacation leave. Advancing sick leave after an employee's sick leave credits have been exhausted is prohibited.

Section 3

PAYMENT UPON TERMINATION

Upon termination, an employee who has worked the qualifying period shall be entitled to a lump sum

payment in an amount equal to one quarter (1/4) of the amount attributed to accumulated sick leave. Termination pay will only apply to those credits earned since July 1, 1971. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's regular rate of pay at the time of termination of employment with the County.

Section 4

USE OF SICK LEAVE

Employees may use sick leave credits for:

- A.) Illness or injury of the employee;
- B.) Illness or injury in the employee's immediate* family requiring the employee's personal attendance.
- C.) Quarantine for contagious disease control, provided that certification is obtained from the attending physician;
- D.) Maternity related disability, including prenatal and postnatal care, birth, miscarriage, abortion, or other medical care for either employee or child;
- E.) Doctor or dental appointments for treatment of the employee's illness, injury or preventative care, or for illness, injury or care of employee's immediate family. (When possible, the employee's supervisor shall be notified at least 48 hours in advance.)

Funeral

To attend or make arrangements for a funeral of a member of the employee's immediate* family for a period of time not to exceed five (5) consecutive calendar days except that such leave may be extended to six (6) consecutive calendar days if the funeral which the employee attends is more than 500 miles from the workplace.

* "Immediate" family means the employee's spouse or any member of the employee's household or any parent, child, sibling, aunt, uncle, grandparent, grandchild or corresponding in-law."

Reporting: Absences which will necessitate use of sick leave shall be reported by the employee to the supervisor, elected official or department head as soon as practical

Abuse: The employer may require verification of any sick leave if the employer has reason to suspect abuse of such leave. No employee may be penalized on the basis of excessive use of sick leave unless actual evidence of abuse can be produced

Medical Certification: When an employee is returning to duty following an illness or absence due to injury, or whenever the department head/elected official has reason to question the employee's ability to return to duty and perform his/her duties, the department head/elected official may require a medical certification of the employee's fitness to return to duty. The department head/elected official may also require medical certification that the employee does not impose a direct threat to the health or safety of himself/herself or others.

* Falsification of any doctor or other medical note(s) may be grounds for immediate termination

Stress management days: Employees may utilize three (3) sick leave days per contract year for mental health days. The decision as to when those days are to be used is between the employee and his/her supervisor. These three (3) days shall be clearly marked on the employee's time sheet by the use of "SM" in the appropriate box on the time sheet. These stress management days shall be kept track of by the department head or elected official.

Section 5

Eligibility to Make a Direct Grant

- A. To be eligible to make a direct grant of sick leave, an employee shall have completed the ninety (90) day qualifying period to take sick leave (Section 2-18-618 (1) MCA) and shall have a minimum balance of forty (40) hours of accrued sick leave credited to the employee's account. The minimum balance for a part-time employee shall be prorated.
- B. An employee may directly grant a maximum of two hundred forty (240) hours of accrued personal sick leave in any continuous twelve (12) month period to another employee. An employee may contribute no more than a combined total of two hundred forty (240) hours of sick leave to either the sick leave fund or as direct grants in any twelve (12) month period. The twelve (12) month period is calculated from the first day an employee makes a direct grant or contribution to the sick leave fund. If the employee's leave balance falls below forty (40) hours, the employee will not be eligible to make a direct grant. The employee may not reduce the leave balance below forty (40) hours by making direct grants.
- C. An employee may make a direct grant of sick leave to an employee in any county department.

Eligibility to Receive Direct Grants

- A. An employee may receive no more than a maximum of two hundred forty (240) hours of sick leave in any continuous twelve (12) month period in direct grants. Leave granted to a part-time employee shall be prorated. The maximum allowable benefit in any twelve (12) month period from either direct grant or grants from the sick leave fund is two hundred forty (240) hours.
- B. The twelve (12) month period is calculated from the first day the employee takes sick leave which is a direct grant or a grant from the sick leave fund.
- C. No employee is eligible to receive direct grants of sick leave without the approval of the department head or elected official.
- D. If an employee is incapacitated and unable to apply for leave of absence or direct grants, another person may do so on behalf of the employee.

Eligibility to Receive Direct Grant for Spouse or Child's Illness

In order for a county employee to be eligible to receive a direct grant for a county employee's spouse or child's illness, the employee must meet all of the eligibility requirements listed above. County employees who wish to draw from the sick bank fund for a spouse or child's illness may only receive direct grants from other county employees, they may not draw directly from the sick fund bank.

ARTICLE 10 PAY AND HOURS

SECTION 1. Conditions relative to and governing wages and salaries are as follows:

Members of the bargaining unit shall receive a 2% COLA for fiscal year 2021-2022 and a 2% COLA for fiscal year 2022-2023 beginning on July 1, 2021.

SECTION 2.

- a. For a five 8's schedule: Eight (8) continuous hours worked, excluding lunch breaks, in one calendar day shall constitute a normal day's work.
- b. For a four 10's schedule: Ten (10) continuous hours worked, excluding lunch breaks, in one calendar day shall constitute a normal day's work.

SECTION 3.

- a. For a five 8's Schedule: A normal work week shall consist of five (5) Eight (8) hour days totaling 40 hours worked
- b. For a schedule consisting of 4- 10's: A normal Work Week shall consist of four (4) ten (10) hour days totaling 40 hours worked

SECTION 4. Start times shall be established with a full hour or one-half (1/2) hour lunch period. Exceptions may be made when agreed upon by the employee and his/her supervisor. Except in cases of emergency, employees will be given at least forty-eight (48) hours' notice of a shift change.

SECTION 5. Employees may request flex-time, job-sharing or alternative work schedules. Implementation of these alternatives will require approval of the department head or elected official.

SECTION 6. Non-exempt employees who are called out for work after they have completed their normal workday will be provided at least two (2) hours work or be guaranteed two (2) hours pay. Non-exempt employees will be paid for call-out time at one and one-half times their regular rate of pay. In computing work time on call-out, travel time to and from work shall be counted. It is understood that this call-out provision does not apply to work, which is an extension of the work day.

SECTION 7. Full-time and/or regular part-time employees will not be replaced on their normal work schedule by work-study, work-fare or other similar employees.

SECTION 8. Members of the collective bargaining unit (Employees) who are assigned and approved to work in a higher pay classification for a period in excess of three (3) weeks shall be paid at the higher rate

of pay for all hours worked in the classification. The supervisor shall provide written notice to the elected official and the human resource department of the name of the individual temporarily assigned to fill the higher pay classification position.

Employees assigned to work in a higher non-union supervisory pay classification shall not be entitled to minimum guaranteed hours of pay for call out for work after completion of their normal workday. In addition, Employees assigned to work in a higher non-union supervisory pay classification shall not be entitled to holiday pay differential other than as may be required under federal and state law for overtime compensation.

Except as provided in the preceding paragraph, if an Employee is assigned to work in a higher non-union supervisory pay classification on a temporary basis, the Employee shall remain in the bargaining unit with all Federation rights and obligations which include date of hire, seniority, dues, etc. Employees who are temporarily assigned to a higher non-union supervisory pay classification shall not be required to discipline or evaluate any member of the bargaining unit.

SECTION 9. Except in cases of extenuating circumstances, each employee shall be entitled to one fifteen (15) minute break for each four (4) hours of work. The immediate supervisor shall assign the times for breaks, which can be changed as workload dictates. The rest breaks are non-accumulative and may not be taken to extend the lunch period or shorten the workday.

SECTION 10. Due to the "around the clock" nature of the operation of the Sheriff's Office, Sections 2, 3, 4, 6, and 9 do not apply to employees of the Sheriff's Office. It is understood that meals and coffee breaks may be taken at the workstation.

SECTION 11. Employees required to wear a uniform, including maintenance, shall receive a \$250.00 clothing allowance on their anniversary date.

SECTION 12. Effective July 1, 2020, after three (3) continuous years of employment with the County, all employees will receive a 1% longevity increase every July 1st until they are no longer employed by the County. Regardless of the month and day of hire, they will receive this increase on July 1 of their third year.

SECTION 13. Only employees who actually work a holiday shall receive the holiday pay set forth. All other employees will receive regular straight time pay for the holiday not worked.

ARTICLE 11 PUBLIC EMPLOYEE RETIREMENT SYSTEM

The existing programs shall continue in full force and effect in accordance with the "Public Employees Retirement System" found at 19-3-101, 1404, et seq, MCA

ARTICLE 12 SEVERABILITY

In the event that any provisions of the Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, such decision, shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid and unenforceable, shall remain in full force and effect. Either party may initiate negotiations on the provision declared invalid

ARTICLE 13 GRIEVANCE PROCEDURES

DEFINITIONS:

1. A grievance is a claim by the grievant that there has been a violation, misinterpretation or inequitable application of Jefferson County policies or practices, statutes, or the terms of this Agreement.
2. A grievant is an employee, or group of employees, or the Federation filing a grievance.
3. Days shall mean employee work days, except as otherwise noted.
4. Reprisals shall not be taken against any party of interest in the grievance procedure by reason of such participation.

PROCEDURE:

Step 1. Department Head/Elected Official

Within twenty (20) days of the occurrence or of knowledge of the act or condition which is the basis of the grievance, the employee shall discuss the situation and relevant evidence with the department head or elected official and a representative of the local federation. An employee may also take any of their concerns directly to the county personnel officer if they desire.

Step 2. County Personnel Officer

If the situation is not resolved after discussion with the elected official or department head, the employee may within five (5) days of the step 1 discussion submit a grievance report form to the county personnel officer and federation representative. The county personnel officer will review the matter and will advise the employee and federation in writing of his/her decision within fifteen (15) days from the date the grievance was presented.

Step 3. County Commission

If the employee is dissatisfied with the Step 2 decision, the employee may within five (5) days from the receipt of the written decision from the county personnel officer, forward the grievance to the county commissioners for review. The commission will review the matter and advise the employee and the federation in writing of their decision within thirty (30) days from the receipt of the grievance.

Step 4. Binding Arbitration

If the Federation is not satisfied with the disposition of the grievance by the County Commissioners, **or** if no disposition has been made within the period above provided, the grievance may, at the exclusive option of the Federation, be submitted for final and binding arbitration before an impartial arbitrator. The Federation shall exercise its right of arbitration by providing the County Commissioners with written notice of its intention to submit the grievance to arbitration within twenty (20) days of receipt of the County Commissioners decision at Step

3, or the expiration of the timelines specified in Step 3, whichever is later.

Within ten (10) days after written notice of submission to arbitration, the Federation shall, in writing, request appointment of an arbitrator from the Montana board of Personnel Appeals. Each party shall, within ten (10) days of receipt of the list of potential arbitrators, identify their preferred arbitrator by alternately striking names from the list, and the name remaining shall be the arbitrator.

The arbitrator shall consider the grievance, conduct the hearing and/or receive the parties' briefs and have all necessary authority to render a full and effective award and issue a remedy for same which shall be final and binding upon the parties.

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be equally shared by the parties.

ARTICLE 14 TERMS AND SCOPE OF AGREEMENT

A. This instrument encompasses all the agreements between the Employer and the Federation on all matters negotiable. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provision of this Agreement, nor upon any subject of Collective bargaining, unless by mutual consent of the parties hereto. This Agreement constitutes the entire agreement between the parties and all prior practices, agreements and understandings, written and verbal, are superseded by the Agreement and are of no force or effect unless specifically incorporated herein

B. This Agreement shall become effective and be in force from July 1, 2021, and shall remain in full force and effect to and including June 30, 2023. This Agreement shall remain in effect from year to year after June 30, 2023 unless one of the parties serves a written notice of proposed change upon the other party no less than sixty (60) days prior to the expiration date of this Agreement.

ARTICLE 15 HEALTH AND SAFETY

Both the Employer and the Federation affirm their commitment to cooperate in the maintenance of a safe and healthful working environment. To this end, any employee complaint of a health and safety nature shall be referred to the County Safety Committee, which shall attempt to resolve the complaint

ARTICLE 16 MATERNITY LEAVE

SECTION 1. Employees will be entitled to maternity leave as set forth under Montana law. This leave may be extended upon written verification by the employee's physician that additional leave is required for medical reasons of disability.

SECTION 2. Employees will request leave at least four (4) months prior to the time the leave is expected to begin. Such request will indicate the expected starting and ending time of such leave.

SECTION 3. Upon return to employment, the employee will be reinstated to their previous position or to a similar position.

SECTION 4. Employees on maternity leave will not lose any accrued benefits and will continue to accrue seniority while on approved leave.

SECTION 5. Employees on approved maternity leave will be entitled to use accrued sick and annual leave.

SECTION 6. The employer may not terminate a woman's employment because of her pregnancy

ARTICLE 17 LEAVE FOR JURY DUTY

County employees shall be eligible to serve as a witness or on jury duty when properly subpoenaed or summoned.

An employee who received notice of jury duty or witness service must notify his or her supervisor as soon as possible so that arrangements may be made to cover the position. Proof of jury duty or witness service may be requested by the personnel officer.

An employee on authorized jury duty or witness leave shall receive his or her normal daily wage. The employee shall collect all fees and allowances payable as a result of serving on jury duty or as a witness and forward the fees to the Clerk and Recorder. Any expense or mileage allowance paid by the court shall be retained by the employee.

If an employee elects to charge juror or witness time off against annual leave or compensatory time, the employee shall not be required to remit to the county any fees or allowances paid by the court.

A part-time employee will receive prorated compensation for those hours the employee is scheduled to work.

Employees are to return to work after jury duty, although no more than the regularly scheduled number of hours for both jury duty and work shall be required. If excused as a juror, the employee is expected to contact the supervisor and report to work as instructed.

ARTICLE 18 MILITARY LEAVE

Jefferson County shall comply with all provisions outlined in the Uniformed Services Employment and Re- Employment Rights Act (USERRA, 38 USC Section 4301, et seq.), we well as all relevant state laws (to include Montana Military Service Employment Rights Act, MCA §10-1-1001 to 10-1-1027, et seq), as well as all relevant state laws covering members of the Montana Army and Air National Guard. A county employee who is a member of the Montana National Guard or any United States military force or Reserve Corps and who has been an employee of the County for a period of six (6) months shall be given leave of absence with pay for a period of time not to exceed one hundred twenty (120) hours in a calendar year, which can be carried over to the next calendar year, not to exceed two hundred forty (240) hours. It can be for attending regular encampments, training cruises, and similar training programs of the military forces of the United States. This leave will not be charged against the employee's annual vacation time.

Employees employed by the County for less than six (6) months are entitled to unpaid leave for the purposes listed above.

ARTICLE 19 **EMPLOYEE RIGHTS**

SECTION 1. An employee may request the presence of a union representative during a meeting, which the Employer indicates may result in disciplinary action. Any meeting which begins as a non-disciplinary meeting and then evolves into disciplinary action, will be interrupted at the time discipline becomes a factor, to allow the employee to have a union representative present. "Union Representative" in this case means a member of the local unit who is a shop steward or other officer of the local unit, or staff representative if it does not hold up the meeting. The Federation will inform the Employer in writing as to which member of the local unit is designated as the "Union Representative."

SECTION 2. An employee may request to review or obtain a copy of any document in his/her personnel file with a written request and at least two (2) business days advanced notice to the county personnel officer.

SECTION 3. If performance appraisals are prepared, a copy of the results of the evaluation shall be transmitted to the employee. The evaluator shall discuss the evaluation with the employee, and note by signature retained in the personnel file that the evaluation has been discussed with the employee. If the employee desires to submit a written response to the performance appraisal, the statement shall be attached to the performance appraisal form in the personnel file. Employees will be required to sign as having received any evaluation documents. The employee's signature does not necessarily indicate agreement with the document, but only indicates having received the document.

SECTION 4. No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating that he/she has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee.

SECTION 5. An employee desiring material which he/she feels is incorrect and should be removed from the personnel file of the employee, shall have the right to appeal it through the grievance procedure.

SECTION 6. After one (1) year an employee may, with union representation, petition for a meeting with the Employer, to discuss removal of disciplinary documentation.

SECTION 7. Material placed in the personnel file of an employee without conformity with the provisions of this Article will not be used by the Employer in any subsequent evaluation or disciplinary proceedings involving the employee.

SECTION 8. Employees who terminate their service will be furnished, upon request, a letter stating their job title and length of services.

ARTICLE 20 **OVERTIME AND COMPENSATORY TIME**

SECTION 1. "Non-Exempt" employees, as defined by the Labor Standards Division of the Department of Labor and Industry, State of Montana shall be paid at a rate of one and one-half (1 ½) times their regular rate of pay for any time they work over forty (40) hours per week. With the prior approval of his/her

immediate supervisor, an employee may receive time off at a rate of one and one-half (1 ½) times each additional hour worked over forty (40) hours per week in lieu of overtime pay.

SECTION 2. It is understood that scheduled time worked in excess of an employee's designated workday or workweek is voluntary on the part of the employee and may be required only in emergencies.

SECTION 3. If job-related travel time is scheduled for other than the employee's normal workweek, such travel time shall be compensated in accordance with the terms of the Fair Labor Standards Act (FLSA).

SECTION 4. Authorized holiday leave, sick leave, and annual leave shall constitute time worked when computing overtime or compensatory time credits under this Article.

SECTION 5. The Employer shall maintain a record of all overtime worked and shall make the record available to any employee upon request.

ARTICLE 21 ANNUAL VACATION LEAVE

SECTION 1. Each regular full-time employee shall earn annual vacation leave credits from the first day of employment, with one (1) year of employment for each period of 2,080 hours of service following his/her date of employment; an employee must be credited with eighty (80) hours of service for every bi-weekly pay period in which he/she is in pay status. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

Seasonal employees shall earn vacation credits during the time they are employed; however, such persons must be employed for the qualifying period of six (6) months before they may use the vacation credits. In order to qualify, such employees must immediately report back to work when operations resume in order to avoid a break in service.

Part-time employees are entitled to prorated vacation benefits if they have worked the six (6) month qualifying period. An employee may not accrue annual vacation leave credits while in a leave without pay status.

Temporary and short term employees do not earn vacation leave credits, except that a temporary employee who is subsequently hired into a permanent position within the same jurisdiction without a break in service and temporary employees who are employed continuously longer than six (6) months may count as earned leave credits with any agency whether employment is continuous or not.

Years of Employment Working Day Credit

1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years through 24 years	24
25 years on	27

SECTION 2. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

SECTION 3. An employee who terminates his employment for reasons not reflecting discredit on himself shall be entitled upon the date of such termination to cash compensation of his/her regular rate of pay for unused vacation leave, assuming that the employee has worked the qualifying period of six (6) months and other conditions set forth above.

SECTION 4. Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.

SECTION 5. Vacation leave taken over a holiday may not be charged to an employee's vacation leave for that day.

SECTION 6. The dates when employees' annual vacation leave shall be granted shall be determined by agreement between each employee and the Employer with regard to the best interest of the Employer and the best interests of each employee.

SECTION 7. Any changes in statute which alter the provisions of this Article will be automatically incorporated into this agreement upon their effective date. The parties may, upon mutual agreement, meet to negotiate regarding altered provisions. It shall be the duty of both parties to inform their respective members of any such changes.

ARTICLE 22 HOLIDAYS

New Year's Day - January 1st

M.L.King Day - Third Monday in January

Presidents Day - Third Monday in February

Memorial Day - Last Monday in May

Independence Day - July 4th

Labor Day - First Monday in September

Columbus Day - Second Monday in October

General Election Day - Even numbered years

Veteran's Day - November 11th

Thanksgiving day - Fourth Thursday in November

Christmas day - December 25th

SECTION 1. Employees who are regularly scheduled to work Monday through Friday shall have off the Friday preceding a legal holiday falling on Saturday or the Monday following a legal holiday falling on Sunday. For all other employees the legal holiday shall be the date listed above.

A: Employees working 10-hour Shifts: For pay periods in which a holiday falls, an employee whom is working a consistent and regular scheduled 10-hour shift will receive ten (10) hours of holiday pay, if they are normally scheduled to work that day and their office is closed for the holiday. For employees who are not scheduled to work that day, a total of eight (8) hours holiday not worked will be paid to the

employee (this ensures that any employee whether working 8's or 10's will have a maximum of a 48 hour regular week).

SECTION 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Section 4. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rata basis. To be eligible for holiday pay an employee must be in pay status on the last scheduled working day immediately before or on the first regularly scheduled working day immediately after the holiday.

SECTION 3. When a full-time non-exempt employee is authorized by the Employer to work on a holiday listed above, he/she will be paid a rate of two and a half (2 ½) times his/her regular rate of pay or, at the employer's option, will be paid at a rate of one and a half (1 ½) times his/her regular rate of pay and an alternate day off, to be taken at a time mutually agreeable to the employee and employer. Eligible non-exempt part-time employees shall receive benefits granted in this section on a pro-rata basis.

SECTION 4. Any eligible full-time time employee who is scheduled for a day off on a day which is observed as a legal holiday, shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and his supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. Eligible non-exempt part-time employees shall receive benefits granted in this section on a pro-rata basis.

SECTION 5. Any changes in statute which alter the provisions of this Article will be automatically incorporated into this agreement upon their effective date. The parties may, upon mutual agreement, meet to negotiate regarding altered provisions. It shall be the duty of both parties to inform their respective members of any such changes.

ARTICLE 23 **SENIORITY**

SECTION 1. Seniority means the length of continuous service in the bargaining unit since the last date of hire.

SECTION 2. Seniority shall continue to accrue during layoffs and approved leave of absence not exceeding one (1) year.

SECTION 3. Seniority shall be revoked only if an employee retires or otherwise terminates employment; is discharged for cause; permanently transfers out of the bargaining unit; refuses or fails to respond to a recall from layoff to the same or similar position from which he/she was laid off within ten (10) working days from the date of postmark of the recall notice; or, where the layoff or approved leave of absence exceeds time limitations as outlined in Section 2 of this article.

SECTION 4. Provided demonstrated skills, experience and training are relatively equal, Seniority within each classification area shall be the controlling factor in the selection of employees for layoff.

SECTION 5. Employees who have satisfied the probationary period shall be given thirty (30) calendar days advance notice of layoff except in cases of emergency which could not be anticipated in advance by the Employer.

SECTION 6. Employees who have satisfied the probationary period of twelve (12) months shall be given preference for vacant or newly created positions provided they have the necessary skills, experience and training to perform the work of the position.

SECTION 7. Recall from layoff shall be on the basis of last laid off shall be the first recalled provided they have demonstrated ability, experience and training to perform the work. In recalling employees, the Employer shall send a certified letter, return receipt requested to the last known address of the recalled employee. The letter shall state that the date of the postmark of said notice to return to work shall constitute forfeiture of all present and future recall rights of the employee. Recall rights shall be limited to a period of one (1) year following the day of layoff.

ARTICLE 24 **GOOD FAITH**

Should the Employer negotiate a higher percentage raise (including benefits) with any other union the Employer will guarantee the same percentage to the Federation. The Employer and the Federation will meet to decide how and when those raises will be distributed.

ARTICLE 25 **INSURANCE**

The Employer shall pay the total single rate of health, prescription, dental, and vision insurance for full-time members of the collective bargaining unit (Employees). For Employees working a minimum of 30 hours per week, the Employer shall pay a pro-rated rate single rate of health, prescription, dental, and vision insurance.

Should an Employee choose to participate in one of the high deductible health plans offered by the Employer, the Employer shall pay the total single rate of health, prescription, dental, and vision insurance. In the event of a difference between amount of the premium for the single rate plan and the amount of the premium for the high deductible health plan, the difference shall be deposited by the Employer into a Health Savings Account for the benefit of the Employee. Monies in the Health Savings Account can be used by the Employee for any purpose permitted by the rules, regulations, and laws governing Health Savings Accounts.

It is understood and agreed between the Parties to this Agreement Employer reserves the right to change health insurance providers and the health insurance plan(s) offered by Employer at the commencement of any new plan year. In the event of a change in the health insurance plan(s) provided, Employer agrees to continue to pay the total single rate of health, prescription, dental, and vision insurance for full-time members of the collective bargaining unit and a pro-rated share for Employees working a minimum of 30 hours per week. It is further understood and agreed should Employer consider changing health insurance providers and health insurance plans, Employer agrees to provide at least thirty (30) days notice to Employees and to permit a representative of the collective bargaining unit to provide input with respect to any change.

SIGNATURE PAGE

The parties hereto, hereby affirm this agreement by affixing their signatures as follows:

Date this 11th day of ^{May}~~June~~ 2021.

For the Employer

Leonard Worthman
Chairman

Bob Mullen
Commissioner

Greg Smith
Commissioner

For the MFPE

[Signature]
President - Local #4538

[Signature]
Vice-President - Local #4538

Kayce Stathers
Secretary - Treasurer - Local #4538

Grievance Report Form

Grievant:

Date Filed:

1. Date Grievance Occurred:

2. Statement of Facts:

3. Specific Provisions of Agreement Allegedly Violated:

4. Action Requested or Relief Sought:

Signature of Grievant

Date

Signature of Union President

Date