

Collective Bargaining Agreement

Between

Yellowstone County, Montana

And

**Montana Federation of Public Employees
Yellowstone County Courthouse Unit**

July 1, 2019 to June 30, 2022



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MFPE - BILLINGS OFFICE

**AGREEMENT BETWEEN
YELLOWSTONE COUNTY, MONTANA
AND
MONTANA FEDERATION OF PUBLIC EMPLOYEES
REPRESENTING THE YELLOWSTONE COUNTY
COURT HOUSE EMPLOYEES
July 1, 2019 to June 30 2022**

This Agreement, entered into this 21 day of January, 2020, at Billings, Montana, by and between YELLOWSTONE COUNTY, MONTANA, a body politic and a political subdivision of the State of Montana, herein referred to as the County, and the Montana Federation of Public Employees (MFPE), of Billings, Montana, herein referred to as the Federation or Union.

ARTICLE 1 - DEFINITIONS

Section 1. County:

The term County shall mean Yellowstone County, Montana, its Board of County Commissioners or designated representative of the Board.

Section 2. Federation/Union

The term Federation/Union shall refer to the Montana Federation of Public Employees (MFPE) Yellowstone County Courthouse Unit, of Billings, Montana, or its designated representative.

Section 3. Days:

When referring to time limitations in the contract, unless specifically stated otherwise, workdays are Monday through Friday, excluding holidays.

Section 4. Full-time Employees:

Except as otherwise provided in this Agreement, the reference to the term full-time Employee shall mean an Employee regularly employed at forty (40) hours per week, who has completed a six (6) month probationary period.

Section 5. Part-time Employees:

Except as otherwise provided in this Agreement, the reference to the term part-time Employee shall mean an Employee who has regularly scheduled work assignments and normally works at least twenty (20) hours each week and less than forty (40) hours per week of the pay period and has worked the qualifying period of six (6) months.

Section 6. Elected Official/Department Head:

M.C.A. 39-31-103 "Management official" means a representative of management having authority to act for the agency on any matters relating to the implementation of agency policy. For purpose of the agreement "management official" refers to the Board of County Commissioners or their designee.

ARTICLE 2 - RECOGNITION OF REPRESENTATIVE

Section 1. Recognition:

The County recognizes the Federation/Union as the sole and exclusive representative for all Employees in the following departments and offices as certified by the Board of Personnel Appeals: Clerk and Recorder, Auditor, Treasurer, Justice of the Peace, Facilities/Maintenance, Superintendent of Schools, Elections, Central Services, Clerk of Court, Public Works, County Attorney's Secretarial/Clerical, Animal Control, and all non-sworn deputies and clerical Employees in the Sheriff's Office, Extension Office Secretaries and Weed Department Secretary(s). EXCLUSIONS: All managerial, supervisory, and confidential personnel, sworn deputy sheriffs, District Court and Deputy County Attorneys, County Commissioners personnel, Finance, Emergency and General Services personnel, Data Processing Department personnel, Human Resource personnel, Road & Bridge personnel, MetraPark personnel, Extension Agents, and Weed Department Field Workers.

ARTICLE 3 - FEDERATION/UNION RIGHTS

Section 1. - Right to Join or not join: The Parties agree that all employees in the work unit have the right join the Union, or have the right not to join the Union.

The County and the Union further agrees that they will not discriminate against any employee for exercising any right granted. by the MT Public Employees Bargaining Act, the Janus v. Am. Fed'n of State, Cty., & Mun. Employees Supreme Court decision, or this Agreement.

Section 2. Federation/Union Privileges and Limitations:

The authorized business representative, with credentials of the Federation/Union, shall be permitted to visit Employees at all reasonable times, subject to permission of the Elected Official/Department Head. This permission will not be unreasonably withheld. The Employees shall conduct the internal business of the Federation/Union during their non-duty hours, which include rest, and lunch breaks. Upon request of a County Committee Chairperson, and in coordination and agreement with the Federation/Union Employee's Elected Official/Department Head, the Federation/Union officers (President, Vice President, Secretary) or the Federation/Union committee member will be allowed time away from their regular job duties to attend County requested meetings. This time will not be charged against the Employees' accrued vacation or compensatory time nor will the Employee be required to make up time required to attend such meetings. The Federation/Union will have one voting representative on the following committees: Safety, Recognition, HAY Evaluation Committee, and Health Insurance Advisory.

Section 3. Notification:

It is the intention of the parties that both the Federation/Union and the County be kept informed on matters having a substantial effect upon employment relations of the Employees. The parties agree to furnish to one another, upon written request, such information as is not confidential and is available.

Section 4. Stewards:

The Federation/Union may designate six (6) job stewards or representatives to handle Federation/Union Business and shall furnish their names to the County in writing within five (5) days after their selection.

Section 5. Meeting Rooms:

With prior approval from the County, the Federation/Union shall be allowed to use the County's facilities for meetings.

Section 6. Bulletin Boards:

The Federation/Union shall be granted space on bulletin boards adjacent to elevators. The County will allow Federation/Union members to use Outlook or other e-mail programs in order to communicate date, time, and location of Federation/Union meetings. The County email system cannot be used to solicit on behalf of the union or conduct union business other than meeting notification. The County reserves the right to discontinue Federation/Union members' use of County e-mail at any time. E-mail is the property of the County.

Section 7. Personnel Files:

The County shall maintain one (1) official personnel file located in the Human Resource Office. Employees shall be allowed to review and/or photocopy material in their personnel file.

Section 8 - Deduction of Dues from Employees' Pay:

Upon written authorization from the employee, the public employer shall deduct from the pay of the public employee the monthly amount of dues as certified by the secretary of the exclusive representative and shall deliver the dues to the treasurer of the exclusive representative. Both parties strongly encourage members to consider utilizing direct deposit of payroll. A lost check may not be reissued until a bond for lost warrant is completed which may take up to thirty days.

The Union shall indemnify the County and Departments of the County and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

ARTICLE 4 - COUNTY RIGHTS

Section 1. Rights of the County:

The Federation/Union recognizes that the County has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the County to the full extent authorized by law. The Federation/Union further agrees that all management rights, functions and prerogatives not expressly delegated in this Agreement are reserved to the County.

Section 2. Management Rights

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

- (1) direct employees;
- (2) hire, promote, transfer, assign, and retain employees;

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

Section 3. Effective Laws, Rules and Regulations:

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

Section 4. County Policies:

The Union specifically adopts the Yellowstone County Employee Handbook, which constitutes Policies and Procedures in effect during this contract and any part, which is not in conflict with this Collective Bargaining Agreement.

The Federation/Union representative(s) shall be given the opportunity to meet with the County in advance of any changes in personnel policies, or other written policies that affect the Employees in the bargaining unit. The County shall notify the Federation/Union in writing of any changes made to the Employee Handbook during the duration of this Agreement. It is understood that the final decision regarding policy changes rests with the County.

ARTICLE 5 - PAY AND HOURS

Section 1. Pay Date:

The County agrees that Employees represented by agreement will be paid on the same time frame basis as other County Employees.

Section 2. Work Day:

A workday shall consist of eight (8) hours of work with the following being incorporated into that workday:

- a) Fifteen (15) minutes paid duty-free rest break to be taken during each half of the work day;
- b) A minimum of thirty (30) minutes unpaid lunch break to be taken in the approximate middle of each shift. The lunch break for Sheriff's Office Employees shall be paid if they are unable to leave the premises or required to work through lunch.

- c) Upon mutual agreement between the Elected Official/Department Head and the Employee(s), the Elected Official/Department Head may institute a four-day ten-hour workweek schedule. The schedule may be applicable to individuals, entire sections, or entire departments. Such working schedules may not cause a burden on the County's operation. During weeks which have a holiday, four eight-hour days may be worked or for Employees working ten (10) hour days, when a holiday occurs, the additional two (2) hours may be charged as vacation, available compensatory time, or worked on a succeeding day during the same week in which the holiday occurs by mutual agreement. The Elected Official/Department Head, at his/her sole discretion, reserves the right to change back to the eight-hour workday. Holiday pay for full time Employees is eight (8) hours.
- d) Upon mutual agreement between the Elected Official/Department Head and the Employee(s), the Elected Official/Department Head may institute a five day eight hour work flexible week schedule, which may begin between the hours of 6:00 a.m. and 10:00 a.m. The schedule may be applicable to either individuals or groups of individuals. Such working schedules may not cause a burden on the County's operation. Differential pay shall not be applicable for any of these flexible workweek schedules. The Elected Official/Department Head, at his/her sole discretion, reserves the right to change from the flexible schedule back to the regular workweek schedule.
- e) In cases of an emergency breaks may be interrupted or at times unable to be provided. If said emergency arises, the County will attempt to accommodate break(s) at an alternate time during the shift, however, such break times are non-cumulative. All rest breaks must be taken within the shift and do not accrue from shift to shift.

Section 3. Work Week:

A workweek shall consist of five (5) consecutive work days followed by two (2) consecutive days off and shall total forty (40) hours of service. The only exceptions to the above schedule shall be the four ten-hour provisions of Section 2(C). The workweek shall be computed from 12:00 a.m. on Monday of each week to 11:59 p.m. Sunday of each week.

Section 4. Call In:

Employees who are called back to work, not as an extension of the work shift, shall be paid for a minimum of two (2) hours at a rate of one and one-half times (1 ½) the regular rate of pay which is considered premium pay. Each hour after two (2) hours shall also be paid at the premium pay rate.

Section 5. FLSA Overtime - Compensatory Time:

- a) Eligible Employees who work over forty (40) hours per week shall receive overtime pay at the rate of one and one-half (1 ½) times his/her normal rate of pay plus shift differential, where appropriate. All overtime must be authorized and approved by the Elected Official/Department Head or designee in advance.
- b) Overtime shall be recorded per the time and attendance system.
- c) The County shall equalize the offer of overtime among Employees in the same work unit where training and ability are sufficient to perform the work. In all

cases, the County shall give Employees as much notice as is practicable of overtime to be worked. In work units with 24 hour coverage, the supervisor shall determine the overtime work assignments and overtime shall be awarded to the most senior qualified Employee in the same work unit that signs up for the overtime. If an Employee does not sign up for overtime, the overtime shall be assigned by inverse seniority order, within the work unit, upon first contact by their supervisor. The supervisor will start in inverse seniority order and first contact in that order will be forced overtime. No Employee will be assigned forced overtime for two (2) consecutive days. In cases of assigned overtime the Employee assigned may find a replacement to split the shift, which will not be subject to seniority or management responsibility. All split shifts require supervisory approval.

- d) Holiday leave and annual leave shall constitute time worked when computing overtime credits.
- e) Employees who are available to work overtime during a situation which will be declared an emergency shall be required to report to work at such times as are necessary to end the emergency.
- f) Unless by mutual agreement between the County and Employee, an Employee will not be released from work prior to their completion of the scheduled forty (40) hours work week. No employee will be sent home after reaching his or her scheduled forty (40) hours prior to working a minimum of four hours for the day. No overtime is allowed without prior approval of the Department Head or Elected Official
- g) For FLSA covered Employees, compensatory time may be used in lieu of overtime pay by mutual agreement between the Employee and Elected Official/Department Head. The Elected Official/Department Head maintains the authority to approve allowing compensatory time. The Employee must agree in writing to accept compensatory time in lieu of cash overtime and then may accumulate up to forty (40) hours of compensatory time annually. Compensatory time designation can only be done once per fiscal year in June. Any hours in excess of forty (40) hours will be paid at the overtime rate.

In lieu of compensatory time, all Employees may upon mutual agreement with their Elected Official/Department Head request a workweek adjustment to accommodate personal commitments. This would involve adjusting the normal scheduled hours to ensure a 40-hour workweek yet allowing time off during the normal workweek. For example, if an Employee requested to work an additional hour for two days during the week (2, nine-hour work days) that would allow the Employee to take two hours off mid work day (a 6-hour work day) to attend a child's or personal event. Workweek adjustments must begin and end within the workweek and be requested in writing.

Section 6. Travel:

Per County Travel Policy

Section 7. Work Schedule Change:

In the event that an Employee's regular work schedule must be changed for a period of fifteen (15) working days or longer, the County shall notify the Federation/Union and the subject Employee(s) of such proposed change, and shall allow the Federation/Union and/or Employee(s) enough advance notice of such change to allow for sufficient input; however, no such change shall be made without at least five (5) working days notice to the parties. Where qualifications and merit, which is competence are equal, departmental seniority shall be the controlling factor in determining which Employee(s) schedule will be changed.

Section 8. Differential Pay:

There will be a shift differential pay of \$0.75 per hour for all hours worked for MFPE employees whose shift begins between the hours of 3:00 p.m. and 1:00 a.m.

Note: shift differential ends at 7 A.M. regardless of whether or not the shift continues beyond 7 A.M.

Section 9. Uniform Allowance:

For Animal Control Officer, new hires shall receive 4 short sleeve shirts, 4 long sleeve shirts, 3 pairs of pants, 1 jacket, 1 raincoat, and all brass and patches. All parts of the uniform listed above shall be replaced at no cost to the Employee if it is worn out, damaged, or becomes the wrong size. Regular full-time uniform Employees of the Sheriff's (animal control) Office shall receive \$300.00 for uniform maintenance and footwear to be paid during the second month (August) of the fiscal year.

For Civil Process Officer new hires will receive 4 short sleeve shirts, 2 long sleeve shirts, 3 pairs of pants, and 1 jacket. Uniform items listed above shall be replaced at no cost to the Employee if it is worn out, damaged, or becomes the wrong size. Regular full-time Civil Process Officers of the Sheriff's Office shall receive \$300.00 for uniform maintenance and footwear to be paid during the second month (August) of the fiscal year.

Probationary Employees receive the clothing allowance the first August after completing probation. Applicable taxes may apply.

ARTICLE 6 - COMPENSATION AND CLASSIFICATION

Year One – FY20

- \$0.65 cent total increase for all employees with the exception of grade C under midpoint will receive a \$0.80 cent total increase.

Year Two – FY21

MFPE Employee below midpoint

- For MFPE Courthouse employees hired on or before June 30, 2020, your base compensation will increase 3.25% if your FY20 base salary is below the FY21 midpoint of your grade.
- Additionally, to promote salary progression toward midpoint, employees that have a FY20 base pay below midpoint of their FY21 pay grade and have four or more years of county service as of 7/01/20 will receive an additional 0.15% times the FY20 base for each year of service not to exceed six years.
 - A. Below midpoint with four (4) years equates to an additional 0.6%
 - B. Below midpoint with five (5) years equates to an additional 0.75%
 - C. Below midpoint with six or more (6+) years equates to an additional 0.9%

MFPE Employees above midpoint

- For MFPE Courthouse employees hired on or before June 30, 2020, your base compensation will increase 2.75% on July 1, 2020 if your FY20 base salary is above the FY21 midpoint of your grade.
- Employees whose base pay exceeds the maximum of their FY21 pay grade after receiving the raise above will receive a lump sum payment for the amount over maximum in January 2021. Employees must be employed through December 31, 2020 to be eligible for the lump sum payment.

MFPE Longevity (no change from past contract)

Year Three – FY22

MFPE Employee below midpoint

- For MFPE Courthouse employees hired on or before June 30, 2021, your base compensation will increase 3.25% if your FY21 base salary is below the FY22 midpoint of your grade.
- Additionally, to promote salary progression toward midpoint, employees that have a FY21 base pay below midpoint of their FY22 pay grade and have four or more years of county service as of 7/01/21 will receive an additional 0.15% times the FY21 base for each year of service not to exceed six years.
 - A. Below midpoint with four (4) years equates to an additional 0.6%
 - D. Below midpoint with five (5) years equates to an additional 0.75%
 - E. Below midpoint with six or more (6+) years equates to an additional 0.9%

MFPE Employees above midpoint

- For MFPE Courthouse employees hired on or before June 30, 2021, your base compensation will increase 2.75% on July 1, 2021 if your FY21 base salary is above the FY22 midpoint of your grade.

- Employees whose base pay exceeds the maximum of their FY22 pay grade after receiving the raise above will receive a lump sum payment for the amount over maximum in January 2022. Employees must be employed through December 31, 2021 to be eligible for the lump sum payment.

MFPE Courthouse employee longevity:

Employees are eligible for the longevity program starting on the employee's fifth (5th) anniversary date (four years and 366 days) and each continuous year thereafter. To be eligible for longevity, employees must be continuously employed and reach their annual anniversary date. It is not prorated.

- Longevity pay will be separate from base salary and paid in a lump sum in the month following the Employee's anniversary date. Longevity will be computed as follows for payment:

Number of years' continuous employment multiplied times \$100.00 per year.

(NOTE: For payroll purposes anniversary date is 1st of the month following date of hire unless Employee started on the first working day in the month of hire.)

- Part-time employees will receive longevity @ \$100.00 per continuous year times their budgeted full-time equivalent status.

Section 1. Maximum Pay Grade

Employees in the bargaining unit shall be classified and compensated in accordance with the approved salary schedule and by reference made a part of this Agreement. Employees cannot exceed the maximum of the pay grade. Those who would exceed the maximum of the grade by the annual adjustment in July will receive a lump sum for the difference the following January. The Yellowstone County Salary Ranges will be used.

Section 2. Promotion, Demotion, or Transfer Adjustment

Employees covered by this Agreement who are promoted, demoted, or laterally transferred to positions covered by this Agreement shall be placed within the grade as follows: Compensation must be within the assigned salary grade range, not less than or more than the range.

Base pay of new grade level will be the greater of:

1. Base pay at minimum of the newly assigned salary range.
2. Upon promotion from union position to another union position:
 - 10% increase for one grade increase
 - 15% increase for two grade increase
 - 20% increase for three or more grade increase
(Cannot exceed salary grade maximum)
3. Lateral transfer (within same grade) salary will transfer at the same rate.

Voluntary and Involuntary Demotion

A demotion is the assignment of an employee from one class to another with a lower pay grade or lower maximum rate of pay for one or more of the following reasons: work performance, at the voluntary request of the employee, or for administrative purposes. The anniversary date of a demoted employee shall not change.

When an employee either: a) is demoted for good cause to a position in a lower pay range; b) voluntarily requests a demotion; c) is demoted for administrative reasons; or d) is reclassified to a position in a lower pay range, then the base salary will be revised.

Upon demotion:

- 10% decrease in overall compensation for one grade decrease
- 15% decrease in overall compensation for two grade decrease
- 20% decrease in overall compensation for three or more grade decrease
- or pay exception as determined by Board of County Commissioners

Section 3. Classification/Reclassification

Class specifications for each position included in the bargaining unit shall be available in the Human Resource Office. The Federation/Union shall be provided a copy of the class specification for each position and classification covered by this Agreement as requested. The development of class specifications and determining the appropriate pay grade shall be the within the scope of the County. The Federation/Union Courthouse President shall receive a copy and have an opportunity to comment on new proposed class specifications and proposed pay grade adjustments for classifications covered by the agreement prior to submitting such recommendations to the Board of County Commissioners.

An Employee or Elected Official/Department Head may request that the classification of an Employee's position be reviewed. Request for Employee position classification reviews will be evaluated between January 1st and January 31st annually. New unclassified, Board of County Commissioners initiated or vacant positions may be accepted for classification review throughout the year upon approval of the Yellowstone County Commissioners.

Elected Officials/Department Heads must strive to ensure that the duties and responsibilities of Employees under their supervision are consistent with those contained in the class specification, keeping in mind an accurate classification specification also referred to as a job description, objective is to describe approximately 80% of the primary duties, tasks and accountabilities of the Employee's job.

1. Permanent changes of responsibilities impacting a budgeted position, which may reasonably require reclassification of the position or establishment of a new classification, should be submitted as part of the annual budget process or during the mid year budget review for Board of County Commissioner (Board of County Commissioners) action to approve or deny the requested change(s).
2. If necessary, change in the responsibilities for a position may be submitted

outside the budget process only if there is a demonstrated immediate need; however requested change must be submitted to the Board of County Commissioners for approval prior to assigning new duties and responsibilities that may change the classification of the position.

It is critical that management follow the process of review prior to reassignment of duties that may lead to reclassification of a position. Each January a Federation/Union member may initiate a request for reclassification, not re-pointing the assigned grade, when in the Employees opinion there has been a significant change in the major duties, tasks or accountabilities of the work assignments.

Classification - The development of a generic description of the major duties/tasks, skills and abilities and qualification required for a position or series of positions, which are associated with a job family. The focus of classification/reclassification should be on whether the Class Spec to which an incumbent is assigned is an accurate description of approximately 80% of the major duties/tasks and accountabilities of that Employee's job.

Reclassification – a reassignment or change in allocation of an individual position by raising it to a higher class, reducing it to a lower class or moving it to another class at the same level on the basis of significant changes in kind, difficulty or responsibility of the work performed

Pricing (where re-pointing falls under) is the determination of the relative worth of a position using the Hay Method of Job Evaluation, both compared to others within the organization and to the external market.

A Justification for Reclassification form must be completed by the Employee's Elected Official/Department Head requesting a review of their position classification which includes where the duties came from, new duties or reassigned duties, program efficiencies to be gained by the reclassification, why working within the current class is not a viable option, and the extent to which reclassification of the position will change the current staffing configuration.

The Justification for Reclassification will be reviewed by the HR Director or designee and Federation/Union President or designee and routed to Board of County Commissioners for approval or denial to continue the review process.

If the Justification for Reclassification is approved the HR Director or designee and Federation/Union President or designee will conduct a desk audit. Their recommendations shall be submitted to the Board of County Commissioners. Disagreements arising from the classification or reclassification of a position shall not be subject to the grievance procedure provided in this Agreement.

Section 4. Higher Classification Pay

In cases where individuals paid according to the Salary Schedule are given written directive from Management to temporarily work in a higher classification or supervisory position covered by this agreement in excess of two (2) consecutive full days, the Employee shall receive 5%

increase in pay for the days worked in the higher classification, this does not include sick or vacation leave time.

Section 5. Lower Classification Pay

In cases where Employees are required to work temporarily in a lower classification, other than disciplinary measures, they shall be paid according to their regular salary scale.

ARTICLE 7 - SENIORITY, VACANCIES, PROMOTIONS, TRANSFERS, AND REDUCTION IN FORCE

Section 1. Seniority

Departmental seniority: shall mean the length of time an Employee has been continuously employed by an individual Department.

Federation/Union seniority: shall mean the length of time an Employee has been employed in a Federation/Union covered position.

County seniority: shall mean the length of time that an Employee has been employed by the County.

Federation/Union and County Seniority shall be cumulative; all time worked for the County, regardless of breaks in service shall be counted toward seniority.

Section 2. Gaps in Service

- a) To be absent from the job due to layoff will be considered lost time for the purpose of seniority; however, previous service upon re-employment after a layoff shall count toward Federation/Union and County Seniority. Said time will count toward department seniority only if the Employee is re-employed within the same Department.
- b) To be absent from the job in a paid status or FMLA for extended illness or disability (including maternity leave) will be considered time worked when computing all seniority.
- c) To be absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the purpose of all seniority; however, previous service upon re-employment shall count toward all seniority.
- d) An Employee's continuous service, for purposes of departmental seniority, shall be broken by voluntary resignation, discharge for just cause, and/or retirement.
- e) Employees may protest their seniority designations through the usual grievance procedure if they have cause to believe an error has been made.

Section 3. Promotions-

- 1) The County shall recognize qualifications, merit (which is competence) and seniority within the bargaining unit in awarding promotions to Employees when filling newly created or vacated Federation/Union positions. The County may also recognize past performance, safety record and disciplinary actions when filling

- newly created or vacated positions. Where qualifications and merit are equal, seniority shall prevail. All internal applications received from all county employees that meet the minimum job qualifications shall be forwarded to the hiring authority for his/her discretion as to applicants selected for interviews.
- 2) A MFPE competitive promotional job announcement may be opened to County Employees only or a competitive promotional job announcement may be limited to a particular department. A competitive promotional job announcement shall be posted for at least (7) seven calendar days before being filled.
 - 3) All MFPE open and competitive job announcements shall be posted in-house and on two bulletin boards, one on first floor and one on second floor by sky bridge for at least (14) fourteen calendar days before being filled. The Federation/Union will be provided notice of all job openings. It is the intention of the parties to this agreement that the County shall consider preference to persons already in County employment for Federation/Union Positions. Job postings shall contain the following information:
 - a. Position Title;
 - b. Date of Closing;
 - c. Wages, Hours and Days of Work;
 - d. Summary Job Description
 - 4) A non-probationary County Employee who applies for another County position, that requires a test, shall receive up to two (2) hours of paid time per calendar year to take the required proficiency test(s) at the Job Service or testing location.

Section 4. Reduction in Force

Layoffs caused by a reduction in force shall be in order of seniority within the Department; that is, the Employee last hired shall be the first released, unless in the opinion of the Elected Official/Department Head, there is no one on the force who is capable of fulfilling that Employee's responsibilities. Employees who are scheduled to be released and the Federation/Union shall be given at least fifteen (15) working days notice. All recalls to employment shall likewise be in order of seniority; that is the last Employee released as a result of a reduction in force shall be the first rehired when the County needs additional Employees. The County shall notify such Employees to return to work and furnish the Federation/Union with a copy of such notification; and if the Employee fails to notify the County in writing within five (5) working days of his/her intention to return to work, the Employee shall be considered as having forfeited his/her right of employment. Employees shall have recall rights for twelve (12) months from the date of layoff. On a department by department basis it is understood that no regular full time or regular part time Employee in the bargaining unit will be laid off while there are temporary Employees working in the affected department.

Section 5. Layoff Transfer

Employees subject to layoff shall be entitled to transfer to any vacant position within the bargaining unit for which the Elected Official/Department Head and HR determine the Employee is qualified based on the qualifications of the classification specification, past performance, safety record and disciplinary history. If two (2) or more qualified Employees apply for the same position, the most senior Employee within the bargaining unit shall be transferred. In the event that an MFPE covered position has a partial reduction in force from fulltime to less than

fulltime, the County may transfer the affected MFPE member into another part-time position by mutual consent. For example half time in one position and half time in another position equals full-time benefits.

Section 6. Layoff Rehire

An Employee who is rehired, pursuant to this Article in a position at a lower pay grade than the position held by the Employee at the time of layoff, shall be paid at the same rate of pay as that Employee was receiving at the time of layoff provided that such rate of pay shall not exceed the maximum rate of pay established for the new position by the salary schedule attached to this Agreement, provided further that in the event an Employee's original position is re-established within twelve (12) months, the Employee shall be entitled to be placed in the original position at their former rate of pay.

ARTICLE 8 - JOB SECURITY

Section 1. Probationary Period

Employees shall be considered probationary Employees during their first six (6) months of continuous employment, during which time they may be terminated with or without cause or without recourse; this includes any extension. The County may extend the initial probationary period up to ninety (90) calendar days by mutual agreement with the union, when, in the judgment of the Elected Official/Department Head, an Employee may satisfactorily complete the probationary period with a little more time. At the conclusion of the Employee's probationary period, or any extension thereof, the Employee shall obtain his/her regular full-time or part-time status.

Section 2. Transfer Trial Period

Employees upon voluntarily accepting an offer of promotion or transfer to a new Federation/Union- covered position inside or outside of their department shall be required to serve a trial period of fifteen (15) working days. If in the opinion of the Employee or his/her new supervisor the promotion or transfer was undesirable, the parties will have the option of returning to his/her former position with his/her former pay and benefits intact provided the former position is still vacant.

ARTICLE 9 – LEAVES

Section 1. Annual Vacation Leave

Per M.C.A. 2-18 Part 6 and County Policy.

Scheduling of Vacations:

- a) Vacation requests must be submitted in writing and when approved by the Elected Official/Department Head in writing scheduled on the Department vacation calendar.
- b) Each November Employees will submit vacation requests for the following calendar year. The Elected Official/Department Head or their designee will create a calendar to be posted or passed around the Department. Said calendar will be

clearly marked to indicate the number of people that can take vacation at any given time and to indicate dates when no one can take vacation. The calendar will be posted or start being passed around on November 1st.

- c) In order of Departmental Seniority, Employees will write their vacation requests on a calendar provided by the Department. Two (2) rounds of bidding will occur, and the calendar will be passed around twice in order of Departmental Seniority. Employees may request up to 10 (ten) working days during each round. These days may be in blocks or individual. During each round of bidding, unless by mutual agreement between the affected Employees, Employees may only request dates adjacent to one of the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the event of a conflict during bidding, Departmental Seniority will take precedence if an agreement cannot be reached between affected Employees.
- d) The calendar must be returned to the Elected Official/Department Head no later than November 20th.
- e) The Elected Official/Department Head or their designee has until December 1st to approve vacation requests.
- f) Once bidding is complete, further vacation requests will be made and approved on a first come, first serve basis. The Elected Official/Department Head shall approve or deny the requests as soon as possible, but no later than (ten) 10 working days after the date the requests are received by the Elected Official/Department Head.
- g) Denial of a request made less than (fourteen) 14 days in advance is not subject to the Grievance Procedure under Article V of this Agreement.
- h) Vacation requests in excess of three (3) days must be requested a minimum of ten (10) working days in advance.
- i) Once an Employees vacation leave request is approved, approval may not be rescinded or modified except:
 - 1. by mutual agreement between the Elected Official/Department Head and Employee;
 - 2. in case of an emergency as declared by the Board of County Commissioners;
 - 3. if, on the first day of the month in which the leave was scheduled, the Employee has insufficient vacation leave available to cover the Employees absence. An Employee may take whatever time he/she has within the previously approved time period. The Employee must specify by the first of that month which dates he/she will take as vacation.
- j) Changes may be made to the Employee's vacation by request of the Employee and with the approval of the supervisor. Employees may withdraw their request for any vacation days. These changes must be requested in writing and noted on the Department vacation calendar.
- k) Management in each department shall post, in a conspicuous location accessible to departmental Employees, a calendar of approved vacation leave requests for the calendar year. As vacation leave requests are approved, the calendar shall be amended. It is the Elected Official/Department Head's responsibility to insure that the calendar is accurate and up to date.

Section 2. Sick Leave:

Employees covered by this Agreement are entitled to sick leave benefits as set forth for all public Employees in Section 2-18-618, MCA. When requesting sick leave, the Employee must ensure his/her supervisor is notified as soon as possible. Failure to notify the supervisor of an unexcused absence and may result in a deduction of pay and/or disciplinary action. Sick leave must be approved or denied by the Employee's supervisor.

Upon supervisory approval, sick leave may be used for:

1. Illness
2. Injury
3. Medical disability
4. Maternity-related disability including pre-natal care, birth, miscarriage, and/or other medical care for either Employee or child, generally considered to be about 90 days under normal circumstances
5. Quarantine resulting from exposure to a contagious disease
6. Medical, dental or eye examination or treatment
7. Care of or attendance to immediate family member as defined by the Family and Medical Leave Act. FMLA Family Member Definition:
"An Employee's spouse, children (son or daughter), and parents are immediate family members for purposes of FMLA. The term "parent" does not include a parent "in-law." The term children (son or daughter) do not include individuals age 18 or over unless they are "incapable of self-care" because of a mental or physical disability that limits one or more "major life activities" as defined by regulations issued by the EEOC under the Americans with Disabilities Act.
8. Exceptions may be requested in writing to the Board of County Commissioners with a copy to the Elected Official/Department Head.

Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payments.

Section 3 - Doctor Certification:

- (a) If an employee is requesting sick leave for three or more days, or been diagnosed with a contagious condition the County may, at its option, require the employee to obtain a statement signed by a physician or his or her designee who has examined the employee or the employee's immediate family member specifying, the need for the employee's absence and an estimated duration of the absence. The employee will provide the employer this certification prior to sick leave being approved or in the employee's own use of sick leave, prior to returning to work. Without the certification sick leave may not be approved.
- (b) The employer has the right to request a physician's statement (note) in cases of suspected abuse. All requests for a physician's statement must be authorized by the H.R. Director or Chief Civil Litigator. The County will pick the Physician and pay for the certificate. If the Physician certificate does not substantiate the legitimate use of sick leave then the employee will be terminated from employment. Per statute.

- (c) No physician shall be expected to provide any information about conditions which are privileged or confidential by law.
- (d) Prior to the scheduled shift an employee is required to notify the employer that he/she will not report for work due to illness.
- (e) The County reserves the right to require a medical examination of: anyone using sick leave, medical benefits, worker's compensation benefits or whose physical or mental condition interferes with or may interfere with the performance of his or her duties. The examination will be conducted by a medical doctor, psychologist or psychiatrist selected by the County at the County's expense.

Section 4. Maternity Leave:

Per State Law and County Policy.

Section 5. Bereavement Leave:

Up to five (5) days of sick leave is allowed for death or funeral attendance of immediate family. (Leave is up to five (5) consecutive days and all time after the 5-day period shall be charged to vacation leave, comp time if available or leave without pay.)

"Immediate family for death or funeral" is defined as: the Employee's spouse, child, mother, father, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, or relative of the spouse in like degree.

Section 6. Extended Leave of Absence:

Employees may request a leave of absence without pay, not to exceed 90 consecutive days. Extensions may be considered. The decision whether to grant or deny the leave is in the sole discretion of the Elected Official/Department Head with Board of County Commissions concurrence. Typically, all accrued vacation leave and applicable sick leave must be exhausted before the Employee is eligible for leave of absence without pay. Employees on approved leave of absence without pay do not accrue sick leave or vacation credits and are not entitled to holiday pay.

Section 7. Family and Medical Leave:

Per Federal Law.

Section 8. Workers Compensation Act.

In the event the Employee experiences a work related injury or illness and is discharged from employment because he/she cannot return to work; but later becomes capable of returning to work, the law provides a preference to do so. Section 39-71-317, (2) M.C. A., (2009) states: "When an injured worker is capable of returning to work within 2 years from the date of injury, and has received a medical release to return to work the worker must be given a preference over other applicants for a comparable position that becomes vacant if the position is consistent with the worker's physical condition and vocational abilities".

Section 9. Military Leave:

As provided for in federal and state laws and county policy.

In all instances the Employee will submit a copy of his/her military leave orders upon receipt to the County in order to substantiate the leave request.

ARTICLE 10 - HOLIDAYS

Section 1. List of Holidays

Employees shall be granted the following holidays without loss of pay:

- | | | |
|-----|----------------------------|--------------------------|
| 1. | New Year's Day | January 1 |
| 2. | Martin Luther King Day | Third Monday in January |
| 3. | Presidents Day | Third Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Independence Day | July 4 |
| 6. | Labor Day | 1st Monday in September |
| 7. | Columbus Day | 2nd Monday in October |
| 8. | Veterans Day | November 11 |
| 9. | Thanksgiving Day | 4th Thursday in November |
| 10. | Christmas Day | December 25 |
| 11. | State General Election Day | |

If a holiday falls on a Saturday it will be observed on the preceding Friday and if the holiday falls on a Sunday it will be observed on the following Monday. For those working four 10-hour days refer to Article 5 Section 2, (c).

Section 2. Holiday Compensation

Employees required to work on a holiday shall be compensated at one and one-half (1 ½) times the hourly rate at which he/she is employed plus the 8-hour holiday pay at straight time. Working on a Holiday and receiving holiday compensation is considered a premium pay. Premium pay does not count toward overtime or compensatory time.

Section 3. Leave with Pay Status

Employees will receive holiday pay for any holiday that falls during a leave with pay.

Section 4. Part-Time Prorate

Regular part-time Employees shall receive holidays on a pro-rated basis based on the FTE designation. Example 0.5 FTE would receive 4 hours of holiday pay.

ARTICLE 11 - HEALTH AND MAJOR MEDICAL INSURANCE

Section 1. Premium

The County shall pay the cost of the individual premium for the County's group health insurance plan for each eligible Employee employed by the County on the same basis as other County Employees.

Section 2. Insurance Committee

A representative of the bargaining unit appointed by Federation/Union may serve on the Insurance Committee. The representative shall be invited to all relevant meetings and may have input.

Section 3. Blood Screening Participation for FY16

Effective January 1, 2016 the health insurance premium will increase for active employees an additional 4% on top of the 6% implemented in 2015. The 4% will be waived for active employees that participated in the fall of 2015 blood screening.

In other words, effective January 2016 the County will be implementing a two tier health program. The program will allow a wellness incentive for employees that take an active role in their health care and help manage the cost of our benefits over the long term.

Rates Effective January 2016

Wellness Incentive

Active Employee - \$809.00

\$30.00

Wellness Incentive - \$30.00

County paid amount- \$779.00

Employees that **do** participate in wellness blood draw will see their premium reduced by 4% or \$15.00 per pay period. Employees that **do not** participate will cost share (\$15.00 per pay period) to the recommended 10%.

Monetary rates for the two tier system for the blood draw requirement will be set in a similar fashion each subsequent fiscal year.

ARTICLE 12 – DISCIPLINE

Section 1. Process:

Both parties agree that all disciplinary action shall be based in accordance with County Policies.

Section 2. Ratings and Warnings:

All disciplinary actions shall be reduced to writing, addressed to the Employee, with a copy to the Federation/Union.

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 and, upon request, to the Federation/Union.

After eighteen (18) months from exhausting administrative and Court remedies, disciplinary records in a personnel file will not be used for further disciplinary documentation if no other disciplinary action has occurred within that period. Safety violations, workplace violence, and sexual harassment documentation shall remain active in the Employee's personnel file. Disciplinary documentation shall be considered permanent contents of the personnel file of an

Employee.

Audio or video surveillance equipment is installed for security purposes. Where evidence warrants further investigation of violations, infractions, or inappropriate behavior, any disciplinary action is subject to the grievance procedure.

Section 3. Just Cause

The County retains the right to discipline Employees, but no Employee shall be disciplined except for just cause. An Employee is entitled to Federation/Union representation in any meeting that involves or may result in disciplinary action. All meetings are to be conducted in an area that affords privacy. The County shall make an effort through coaching and warning letters to correct Employee deficiencies prior to more serious forms of disciplinary action.

Section 4. Written Notice

The County shall furnish the Employee with a statement in writing of the grounds and the specific reasons for the disciplinary action, and shall notify the Federation/Union of the disciplinary action.

All disciplinary action shall be reduced to writing, addressed to the employee with a copy to the Union. The employee and the Union shall be notified in writing of any disciplinary action within thirty (30) working days after the violation, or of first knowledge of the violation in question, is known to the County. However, both parties recognize that from time to time additional information may be needed and that hasty action would be detrimental to all parties. Therefore upon notification, with reason for the extension, the thirty (30) working day period will be waived for a reasonable period of time.

Section 5. Copies to Federation/Union

Copies of all letters of reprimand, suspension, or discharge shall be sent to the Federation/Union.

ARTICLE 13 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Grievance Procedure and Arbitration

A grievance is an alleged difference of opinion between the non-probationary Employee and County concerning an express provision of this collective bargaining agreement. The Employee and/or the steward shall first attempt to informally settle the problem with the Employee's immediate supervisor. The grievance procedure shall be open to the public as mandated by law.

Each Employee covered by this Agreement shall have the right to present grievances in accordance with the procedures contained herein. The decision to arbitrate will be subject to the Federation/Union By-laws and Representation Policy.

The Federation/Union shall not be required to pursue Employee grievances if, in the Federation/Union's opinion, such lacks merit. With respect to the processing, disposition, and/or settlement of any grievance, including hearings and final decisions of arbitrators, the Federation/Union shall be the exclusive representative of the Employee(s) covered.

Failure of the grievant or the Federation/Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The County's failure to issue a response within the time limits shall permit the Federation/Union to proceed to the next step. Time limits may be extended by mutual agreement between the parties.

The parties hereby agree that informal discussion is encouraged; however, if through informal discussion an Employee's grievance is not resolved, he/she may seek relief by following the steps below in sequence shown.

Step 1:

If an Employee files a formal grievance, the Employee in concurrence with the Federation/Union shall state the grievance in writing within fifteen (15) days of the origin of the occurrence, and shall submit the statement to the Dept. Head or Elected Official. The term days herein shall mean working days. This statement shall contain the following:

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

The Dept. Head or Elected Official shall have fifteen (15) days to respond to the grievant in writing.

Step 2:

In the event that the Federation/Union is not satisfied with the disposition of the grievance in Step 1 it shall be referred in writing by the Federation/Union to the Director of Human Resources or designee within fifteen (15) days after receiving the Dept. Head or Elected Official's response in Step 1. A meeting between the Director of H.R., Dept. Head or Elected Official, grievant, Job Steward and the Federation/Union Field Representative or designee shall be held at a mutually agreeable time, within fifteen (15) days. If the grievance is settled it shall be reduced to writing and signed by the Federation/Union and the Director of H.R. or designee.

Step 3: Optional

Montana Board of Personnel Appeals:

1. The parties must submit a signed, joint request for Montana Board of Personnel Appeals assistance. The parties must agree that grievance mediation is not a substitute for contractual grievance procedures.
2. The grievant is entitled to attend the mediation.
3. The parties must waive any time limits in their labor agreement while the grievance mediation step is being utilized.
4. The grievance mediation process is informal and the rules of evidence do not apply. No record or stenographic or tape recordings of the meetings will be made.
5. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting. Montana Board of Personnel Appeals is a neutral agency created to mediate disputes and maintains a policy of declining to testify for any party, either in court proceedings or before government regulatory authorities.

6. The mediator will use problem-solving skills to assist the parties, including joint and separate caucuses.
7. The mediator has no authority to compel a resolution.
8. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate session with an oral advisory opinion.
9. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures in their collective bargaining agreement.
10. Nothing said by the parties during a grievance mediation, nor any documents prepared for a mediation session, can be used during arbitration proceedings.
11. The parties must agree to hold Montana Board of Personnel Appeals and Montana Board of Personnel Appeals mediators harmless for any claim of damages arising from the mediation process.
12. The parties must agree to these procedures and guidelines.

Step 4:

In the event that either the Federation/Union is not satisfied with the disposition of the grievance in Step 2 or 3, 10 days after step 2 or 10 days after conclusion of Montana Board of Personnel Appeals mediation a Grievance Board of three members will be selected as follows:

- (1) Federation/Union shall provide one designee
- (2) Board of County Commissioners shall provide one designee
- (3) The two designees will select the third member who will serve as chairman and Hearing Officer.

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

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

Step 5:

If the grievance is the result of a suspension without pay, termination, or demotion, the Federation/Union may pass over Step 3 or 4 and refer the grievance to arbitration in accordance with the specific terms, procedure and limitations of this Article. Only suspension without pay, demotion or termination of employment can be submitted to binding arbitration.

Within ten (10) working days after delivery of the County's written decision in the grievance procedure Step 2, the Federation/Union shall deliver written notice to the office of the Dept. Head or Elected Official and County Human Resource Office advising that the Federation/Union has submitted the grievance to arbitration. Failure by the Federation/Union to provide such

timely notice of its intent to arbitrate shall result in the grievance being deemed settled pursuant to the County's written decision in the grievance procedure and therefore not subject to arbitration.

If the Federation/Union and the County representatives shall be unable to mutually agree to select an impartial arbitrator, the Federation/Union representative shall submit a written request to the Director of the Federal Mediation and Conciliation Service, Montana or Regional, or to the Montana Department of Labor and Industry requesting a list of five arbitrators. The Federation/Union and County representatives shall alternate striking names from such list decided by a coin toss. The arbitrator whose name remains on such list shall hear the case and decide the issue as stipulated to by the County and the Federation/Union.

The arbitrator's written decision shall be final, conclusive and binding upon the aggrieved Employee, the Federation/Union, and the County.

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

The impartial arbitrator shall have no power to substitute his judgment for that of the County and shall have no power to overrule a decision of the County unless the impartial arbitrator actually determines the County has violated one or more of the express and specific terms, provisions, or limitations of this Agreement.

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

The impartial arbitrator must render a decision within forty-five (45) (calendar) days of the hearing.

GENERAL PROVISIONS

1. The term "Working Day" means all days excluding Saturday, Sunday and Holidays as defined by State law. If the grievance or Yellowstone County representative is on an authorized absence during the entire time frame at any level in this policy, working days will be calculated from the return to work date or days shall be prorated based on working days not absent. Parties may by mutual, written agreement, extend any deadlines set forth in this agreement.
2. A grievant shall not use paid working time to prepare a grievance, and all time spent in grievance hearings the grievant may request to use other appropriate paid leave, or leave of absence without pay to prepare a grievance. Use of leave shall be requested and approved consistent with Yellowstone County policies relating to the type of leave requested.

3. An Employee, other than the grievant may, at Yellowstone County's discretion, be given working time off to participate in the grievance procedure. This time may be paid working time, if the Employee's participation is at Yellowstone County's request.
4. Employees shall not be retaliated against for filing a good faith grievance under this procedure. If an Employee believes he or she is experiencing retaliation for filing a grievance, he shall immediately report such conduct to the Federation/Union and HR Director or the Board of County Commissioners.
5. An Employee must have successfully completed his/her probationary period in order to file a grievance.

Two or more grievances may not be joined or consolidated for a hearing by the Grievance Board except upon agreement of both parties.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 1. Severability:

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

Section 2. Negotiations:

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

Section 3. Administration of the Contract:

- 1) Both parties retain all remedies provided to them by law; however, it is agreed that before either of the parties make use of these remedies, it will make a reasonable effort to settle the matter through such procedures as provided for by this contract.
- 2) It is understood and agreed by the parties that any claim by an Employee which constitutes an unfair practice allegation as defined by 39-31-401, M.C.A., of the Montana Public Employees Collective Bargaining Law as amended, shall not be subject to the grievance procedure provided in this Agreement, notwithstanding reference to any such matters in this Agreement, but the Employee's exclusive remedy shall be to file such charges with the Board of Personnel Appeals as provided by Title 39, Chapter 31, M.C.A. of the Montana Public Employees Collective Bargaining Law as amended, since jurisdiction for the determination and enforcement of unfair practices is vested in the Board of Personnel Appeals by the Montana Public Employees collective Bargaining Law, as amended.

Section 4. Safety:

The County shall require that all equipment conform to safety standards and all Employees shall follow safety regulations

Each person covered by this agreement has the responsibility to:

1. Take reasonable care for their individual health and safety and consider the safety of other persons who may be affected by their acts or omissions.
2. Work in accordance with information, instruction and training provided.
3. Employees will be required to wear and use safety devices and protective gear as provided.
4. Refrain from intentionally misusing or recklessly interfering with anything that has been provided for health and safety reasons.
5. Report any hazardous defects in plant or equipment, or shortcomings in the existing safety arrangements, to an Elected Official/Department Head without delay.

Disciplinary action may follow any breach of safety including and up to termination of employment.

The Employee shall complete a first report of accident report form, provided by the County, immediately after an accident or at by the end of the shift and return it to his/her supervisor/ Elected Official/Department Head, who shall forward it to Human Resources. All accidents, regardless of their magnitude, shall be reported, and failure to do so may result in disciplinary action.

Federation/Union will support appropriate disciplinary actions that protect other County and Federation/Union Employees' safety

Section 5. Notification:

The County shall make available to the Federation/Union, a list of names, classification (including grade), department and date of hire or anniversary date of all current Employees in the bargaining unit. The County shall make available to the Federation/Union thereafter any changes to the list previously supplied.

Section 6. No Strike Clause:

During the term of this Agreement, neither the exclusive representative nor any Employee shall engage in a strike, defined as any concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions of compensation or the rights, privileges or obligations of employment.

Section 7. No Lock-out Provision:

The County shall institute no lockout of Employees during the term of this contract.

In coordination and agreement with the Federation/Union Employees Elected Official/Department Head and H.R. Director, the Federation/Union Officers or up to 3 designees

will be allowed time away from their regular job duties to attend scheduled negotiation meetings. If an agreement between the Employees Elected Official/Department Head and H.R. Director cannot be reached, meeting will be held with County representatives outside regular work hours.

Section 8. Federation/Union/Management Committee:

A Federation/Union/Management Committee is formed for the purpose of establishing open lines of communication between Employees and management and discussing concerns in the workplace. The Federation/Union President, Vice President, and Secretary will represent the Federation/Union. Three management members designated by the Board of County Commissioners will represent the County. The Committee will meet on an as needed basis on a date and time mutually agreeable to both parties.

Section 9. Training:

If an Employee takes a skill refresher or skill enhancement course that has been approved by the appropriate County Official(s) and a fee is charged for the course, the County will pay the fee for the Employee.

Section 10. Licensing and Certification:

The County shall bear the expense for all re-certifications and/or re-licensing that is a minimum job requirement for a position with the County or is required under state or federal regulation in order to perform the duties of the position.

Section 11. Drug and Alcohol Free Workplace:

It is agreed that all Employees are prohibited from the use, consumption, distribution, or unauthorized possession of controlled substances (illegal drugs) or alcoholic beverages while on duty; to unlawfully manufacture, distribute, dispense, possess, or use a controlled substance (illegal drugs) at the work site or in any County owned vehicle, whether on duty or off duty; or reporting to work under the influence of illegal drugs and/or alcohol.

As a condition of employment, each Employee must abide by the terms of this policy and notify the Board of County Commissioners of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction. In the event the Employee is operating in a Department funded in whole or in part by a Federal Grant, the sponsoring agency will be notified of such conviction within ten (10) calendar days after receiving notice of the conviction.

Discipline for any violation will be in accordance with the disciplinary procedures that may include suspension and/or termination. As an alternative to termination, the Employee may be referred to available drug and/or alcohol abuse assistance or rehabilitation programs at the Employee's expense.

ARTICLE 15 - DURATION OF AGREEMENT

Section 1. Term and Reopening Negotiations:

The provisions of this Agreement shall be effective July 1, 2019 and shall remain in full force and effect until June 30, 2022. If either party desires to re-negotiate or amend the Agreement,

written notice of such intent to the other party shall be made at least ninety (90) calendar days and not more than one hundred twenty (120) calendar days before the expiration of this Agreement. During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment of this Agreement.

Section 2. Effect:

This agreement constitutes the full and complete agreement between the County and the Federation/Union. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Fiscal Year:


The County's fiscal year runs from July 1st of each year to June 30th of the following year. The term of this Agreement shall be for three years, July 1, 2019 to June 30, 2022.

Entered into this 21 day of January, 2020

BOARD OF COUNTY
COMMISSIONERS
YELLOWSTONE COUNTY


DENIS PITMAN CHAIRMAN


JOHN OSTLUND, MEMBER


DON JONES, MEMBER
Donald W. Jones

ATTEST:

JEFF MARTIN, CLERK & RECORDER

MONTANA FEDERATION OF PUBLIC
EMPLOYEES (MFPE)


JOE DOMPIER, FIELD REPRESENTATIVE


KATIE COSBY, MFPE COURT HOUSE
PRESIDENT

This is a Memorandum of Understanding between Yellowstone County and Montana Federation of Public Employees Court House Unit. This Memorandum of Understanding provides for retroactive lump sum pay for MFPE employees employed by Yellowstone County as of the date of the signed collective bargaining agreement.

What this means is that employees hired before July 1, 2019 will see a onetime lump sum retroactive payment back to July 1, 2019 in their upcoming paycheck. Part time employees are prorated. Employees hired after June 30, 2019 at a rate below the FY20 Salary Schedule will receive the difference in pay between the two salary schedules retroactive back to their hire date. The amounts are as follows:

Errors or omissions will be corrected

| <u>Hired before 7.1.19</u> | Hire Date | Rate | Lump Sum |
|----------------------------|------------|------|-----------|
| AMEN, MARY ANN | 10/25/2017 | 0.65 | \$ 743.60 |
| AUS, CHANDLER N | 5/15/2018 | 0.65 | \$ 743.60 |
| BELDEN, JACKIE A | 10/4/1993 | 0.65 | \$ 743.60 |
| BENDER, BETHANY E | 10/1/2003 | 0.65 | \$ 743.60 |
| BENNETT, CHRISTINA L | 10/1/2014 | 0.65 | \$ 743.60 |
| BLAND, WENDY A | 4/22/2002 | 0.65 | \$ 743.60 |
| BREKHUS, GRACE E | 7/31/2017 | 0.65 | \$ 743.60 |
| BUTLER, BRANDY L (PT 0.75) | 1/5/2004 | 0.65 | \$ 557.70 |
| CATON, WENDY S | 9/1/1995 | 0.65 | \$ 743.60 |
| CERISE, JANELL R | 1/30/2018 | 0.65 | \$ 743.60 |
| CERKONEY, MARIAH | 5/22/2019 | 0.65 | \$ 743.60 |
| COSBY, CATHERINE R | 3/6/2017 | 0.65 | \$ 743.60 |
| COX, BARBARA A | 2/1/1996 | 0.65 | \$ 743.60 |
| CRAWFORD, WITNEY J | 4/5/2016 | 0.65 | \$ 743.60 |
| DEGELE, AUDREY L | 10/27/2008 | 0.65 | \$ 743.60 |
| DEVRIES, SHEILA J | 12/9/2016 | 0.65 | \$ 743.60 |
| EGAN, PATRICK J | 1/14/2002 | 0.65 | \$ 743.60 |
| ERETH, LISA R | 11/21/2016 | 0.65 | \$ 743.60 |
| GIBBS, CURTIS E | 7/6/1987 | 0.65 | \$ 743.60 |
| GIBBS, JILL J | 5/16/2000 | 0.65 | \$ 743.60 |
| GRANDPRE, AMY PK (PT 0.60) | 1/9/1980 | 0.65 | \$ 446.16 |
| GRANTHAM, THERESA L | 3/16/2018 | 0.65 | \$ 743.60 |
| GRESHIK, SHARON K | 9/15/2004 | 0.65 | \$ 743.60 |
| GUNSCH, PATRICIA A | 6/1/1999 | 0.65 | \$ 743.60 |
| HARDT, CLARKE W | 11/28/2016 | 0.65 | \$ 743.60 |
| HERNANDEZ, AMY L | 11/6/2000 | 0.65 | \$ 743.60 |
| HERT, REBECCA J | 11/10/2014 | 0.65 | \$ 743.60 |
| HICKSON-AVANTS, JENNIFER J | 7/2/2001 | 0.65 | \$ 743.60 |
| HOPEWELL, KALA L | 2/4/2019 | 0.65 | \$ 743.60 |
| IDSTROM, LESLIE L | 10/2/2006 | 0.65 | \$ 743.60 |
| JENSEN, TARA M | 10/23/1998 | 0.65 | \$ 743.60 |
| JONES, SUSAN M | 10/12/1999 | 0.65 | \$ 743.60 |
| KERR, VIRGINIA M | 5/19/2009 | 0.65 | \$ 743.60 |

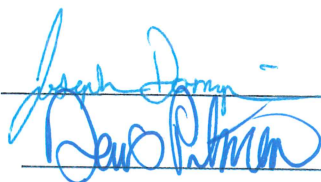
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| KIMMERLE, LAUREEN L | 2/8/2016 | 0.65 | \$ | 743.60 |
| KIMMERLE, WILLIAM J | 8/1/2014 | 0.65 | \$ | 743.60 |
| LARSON, EMILY M | 2/3/2014 | 0.65 | \$ | 743.60 |
| LESSARD, LACEY R | 3/29/2016 | 0.65 | \$ | 743.60 |
| LOMBARD, CAROL G | 1/23/2017 | 0.65 | \$ | 743.60 |
| LOTT, HAROLD C | 9/14/2015 | 0.65 | \$ | 743.60 |
| MARKER, BARBARA A | 2/11/2003 | 0.65 | \$ | 743.60 |
| MARTIN, THERESA A | 11/18/1992 | 0.65 | \$ | 743.60 |
| MARTIN-LEFTHAND, LESLEY M | 6/15/1998 | 0.65 | \$ | 743.60 |
| MATTESON, MARY L | 12/23/1991 | 0.65 | \$ | 743.60 |
| MCKINNON, BRENDA L | 9/21/1998 | 0.65 | \$ | 743.60 |
| MILLER, KIM E (PT 0.60) | 4/20/2015 | 0.65 | \$ | 446.16 |
| MORNING GUN, MARILYN A | 12/16/2013 | 0.65 | \$ | 743.60 |
| MYERS, DANIELLE N | 5/11/2015 | 0.65 | \$ | 743.60 |
| NICHOLS, KAITLIN D | 8/13/2018 | 0.65 | \$ | 743.60 |
| PETERSON, ALYSSA R | 5/23/2016 | 0.65 | \$ | 743.60 |
| REITZ, THERESA E | 3/8/2004 | 0.65 | \$ | 743.60 |
| RUSSELL, LISA J | 2/20/2013 | 0.65 | \$ | 743.60 |
| SCHUSTER, TRACEY M | 3/1/2017 | 0.65 | \$ | 743.60 |
| SEDER, JORDAN D | 9/18/2015 | 0.65 | \$ | 743.60 |
| TALLERICO, RONNI | 10/1/2001 | 0.65 | \$ | 743.60 |
| VANDYKE, ALLISON M | 4/18/2016 | 0.65 | \$ | 743.60 |
| WEBBER, JENNIFER M | 5/1/2017 | 0.65 | \$ | 743.60 |
| WEIS, LYRIC A | 4/14/2015 | 0.65 | \$ | 743.60 |
| WELLIEVER, MARGARET L (PT 0.6) | 9/5/2017 | 0.65 | \$ | 446.16 |
| YOUNG, KYLA M | 2/24/2016 | 0.65 | \$ | 743.60 |
| ABRAHAMS, ANGELA H | 9/4/2018 | 0.80 | \$ | 915.20 |
| ANS, STEFANIE M (PT 0.50) | 9/26/2018 | 0.80 | \$ | 457.60 |
| BAUER, MICHELLE R | 1/2/2019 | 0.80 | \$ | 915.20 |
| CAREY, TERI L | 8/12/2016 | 0.80 | \$ | 915.20 |
| CHENOWETH, AMIE L | 6/21/2018 | 0.65 0.80 | \$ | 915.20 |
| CHRISTOFERSON, STACY M | 9/5/2018 | 0.80 | \$ | 915.20 |
| CINCLAIR, TAWNYA L | 5/8/2017 | 0.80 | \$ | 915.20 |
| COLES WILEY, BEVERLY J | 10/13/2015 | 0.80 | \$ | 915.20 |
| COPELAND, COURTNEY L | 9/18/2017 | 0.80 | \$ | 915.20 |
| COUTURE, MITCHELL L | 10/1/2016 | 0.80 | \$ | 915.20 |
| DIBELLA, HEATHER E | 6/16/2015 | 0.80 | \$ | 915.20 |
| DOKKEN, KATHLEEN J | 5/1/2013 | 0.80 | \$ | 915.20 |
| DOOLEY, JESSICA E | 11/5/2018 | 0.80 | \$ | 915.20 |
| DUNCAN, RONDA | 6/3/2019 | 0.80 | \$ | 915.20 |
| GILBERTSON, DANETTE | 6/3/2019 | 0.80 | \$ | 915.20 |
| GLUMBIK, TINA | 6/18/2019 | 0.65 | \$ | 743.60 |
| DUNCAN, CHRISTINA M | 7/2/2012 | 0.80 | \$ | 915.20 |
| ECKLEY, DENISE L | 6/12/2017 | 0.80 | \$ | 915.20 |
| GASCON, TINA R | 12/1/2015 | 0.80 | \$ | 915.20 |
| GRANTHAM, KRISTIN E | 6/2/2015 | 0.80 | \$ | 915.20 |
| GROSS, RAEHELLE M | 7/11/2016 | 0.80 | \$ | 915.20 |

743.60
201

| | | | | |
|----------------------------------|------------|-------|----|--------|
| GUY, ERIKA P | 9/4/2018 | 0.80 | \$ | 915.20 |
| HELZER, AMY L | 1/22/2014 | 0.80 | \$ | 915.20 |
| IVERSON, TINA A | 4/24/2006 | 0.80 | \$ | 915.20 |
| JOHANNES, TIFFANY J | 12/10/2018 | 0.80 | \$ | 915.20 |
| JOKI, MIKELLE L | 4/1/2013 | 0.80 | \$ | 915.20 |
| KEITHLEY, CARISSA CRISTI | 2/27/2012 | 0.80 | \$ | 915.20 |
| KIGHTLINGER, GRACE B | 10/15/2018 | 0.80 | \$ | 915.20 |
| LONGMIRE, ALMA L | 8/8/2011 | 0.80 | \$ | 915.20 |
| MARISCAL, JACKIE R | 9/1/2016 | 0.80 | \$ | 915.20 |
| MARSICH, VERONICA M | 9/20/2010 | 0.80 | \$ | 915.20 |
| MATTERN, DARREN M | 1/4/2016 | 0.80 | \$ | 915.20 |
| MCCAFFREY, TERESA J | 10/14/2014 | 0.80 | \$ | 915.20 |
| MILLER, VALERIE LC | 10/2/2017 | 0.80 | \$ | 915.20 |
| OLD ELK, LAVERN G | 7/23/2018 | 0.80 | \$ | 915.20 |
| OLHEISER, JANET L | 4/1/2015 | 0.80 | \$ | 915.20 |
| ORDILE, TRACY L | 7/17/2017 | 0.80 | \$ | 915.20 |
| OWENS, PAMELA K | 11/19/2018 | 0.80 | \$ | 915.20 |
| PETERSEN, KATHLEEN MARIE | 9/6/2011 | 0.80 | \$ | 915.20 |
| PHILLIPS, NANCY D | 3/23/2017 | 0.80 | \$ | 915.20 |
| ROBEY, EDWARD M | 6/16/2014 | 0.80 | \$ | 915.20 |
| ROWSE, JUDY K | 3/19/2007 | 0.80 | \$ | 915.20 |
| SHREEVE, JODI L | 4/26/2018 | 0.80 | \$ | 915.20 |
| THIEL, JUDITH A | 5/1/2006 | 0.80 | \$ | 915.20 |
| VOGEL, DENISE J | 4/30/2012 | 0.80 | \$ | 915.20 |
| WAHL, BERNADETTE R | 3/16/2015 | 0.80 | \$ | 915.20 |
| WHITE, KENNY G | 8/13/2018 | 0.80 | \$ | 915.20 |
| YARLOTT, GAYLE M | 6/2/2015 | 0.80 | \$ | 915.20 |
| <u>Hired after 7-1-19</u> | | | | |
| MONG, ALVIN R | 9/3/2019 | 17.42 | \$ | 221.84 |
| HURLOCKER, RICHARD J | 10/16/2019 | 14.99 | \$ | 150.80 |

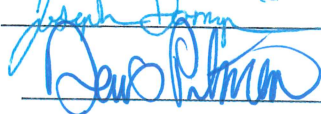
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|------------|-------------|
| 7/22/2019 | 88 |
| 8/7/2019 | 96 |
| 8/22/2019 | 88 |
| 9/6/2019 | 88 |
| 9/23/2019 | 80 |
| 10/7/2019 | 88 |
| 10/22/2019 | 88 |
| 11/7/2019 | 96 |
| 11/22/2019 | 88 |
| 12/6/2019 | 80 |
| 12/23/2019 | 80 |
| 1/7/2020 | 96 |
| 1/23/2020 | 88 |
| | <u>1144</u> |

Approved by Joe Dompier, MFPE Field Representative

A handwritten signature in blue ink, appearing to read "Joe Dompier", written over a horizontal line.

date 1-23-20

Approved by Denis Pitman, Chairman BOCC

A handwritten signature in blue ink, appearing to read "Denis Pitman", written over a horizontal line.

date 1-28-20