

AGREEMENT BETWEEN

LAKE COUNTY BOARD OF COMMISSIONERS

AND

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL
EMPLOYEES (AFSCME), COUNCIL 9

911 DISPATCH

LOCAL 3520

July 1, 2020 - June 30, 2023

J-9545

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PREAMBLE

This AGREEMENT is made and entered into this 1st day of July, 2020, by and between Lake County Board of Commissioners, hereinafter referred to as the EMPLOYER, and Lake County Local #3520, which is an affiliate of Montana State Council No. 9 of the American Federation of State, County and Municipal Employees, AFL/CIO, acting by and through its duly qualified officers and representatives, all of which are hereinafter referred to as the UNION.

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

This AGREEMENT shall supersede the Current Lake County Policy Manual.

ARTICLE 1: RECOGNITION

SECTION 1:

The EMPLOYER recognizes the AFSCME Council 9, AFL-CIO as the exclusive representative for all employees covered by this AGREEMENT.

SECTION 2:

This AGREEMENT shall cover all full-time, part-time Dispatchers and Assistant Dispatch Supervisor(s) of Lake County, Montana, excluding (as defined under 39-31-103, MCA) all supervisors, management officials, confidential employees. The Assistant Dispatch Supervisor will not have any authority to hire, transfer, suspend, lay-off, recall, promote, discharge, or discipline other employees or to effectively recommend the above actions.

SECTION 3:

The UNION shall provide the EMPLOYER with a list of UNION representatives who may be contacted for the transaction of business with the UNION. The EMPLOYER representative will be the Office of Emergency Services Department Head and/or his/her designee.

ARTICLE 2: UNION SECURITY

SECTION 1:

Designated UNION Representatives and their local affiliates and chapters shall receive ample opportunity to provide membership information to UNION represented position during the employee onboarding process. The County and the UNION shall work together to ensure reasonable access to the onboarding process through either in-person presentations or other avenues such as web-based and/or information in those situations where in-person orientation does not occur.

SECTION 2:

The UNION and the County agree that the County may not interfere with, restrain or coerce employees in the exercise of rights guaranteed in 39-31-201 MCA. The parties further agree

that the EMPLOYER shall direct all newly hired employees and current employees who have questions and concerns regarding UNION membership to contact the UNION-designated representatives.

SECTION 3:

The EMPLOYER agrees to accept and honor voluntary written assignments of UNION dues from wages or salaries due and owing employees covered by this Agreement provided that such assignments can be grouped and the total made payable to one assignee.

SECTION 4:

The UNION will indemnify, defend and hold Lake County harmless against any claim made and against any suit instituted against the County, including attorney fees and cost of defense thereof, on account of any provision of this Article.

SECTION 5:

Upon written authorization of an employee within the bargaining unit, the EMPLOYER shall deduct from the pay of the employee the monthly amount of the dues as certified by AFSCME Council 9 and shall deliver the dues to AFSCME Council 9. The EMPLOYER will provide a list of new hires and terminations to the UNION.

ARTICLE 3: MANAGEMENT RIGHTS

SECTION 1:

Except as otherwise limited by an express provision of this AGREEMENT, the EMPLOYER, reserves and retains, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of the office and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions or programs in whole or in part; the determination of the content of a job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and taking of all necessary actions to carry out its missions in emergencies.

SECTION 2:

Those inherent management rights not restricted by specific provisions of this AGREEMENT are not in any way, directly or indirectly, subject to the grievance procedure.

ARTICLE 4: NO-STRIKE NO-LOCKOUT

The UNION agrees to the essential nature of the services provided by its members in protecting the public welfare. In recognition of this fact, the UNION agrees that there shall be no work interruptions, slowdowns or strikes at any time. In the event of unauthorized interruptions, the UNION agrees that it will join the EMPLOYER in requiring its members to return to work immediately. The EMPLOYER agrees that there shall be no lockout of bargaining unit employees. The terms of this Article shall apply during the duration of this AGREEMENT and shall continue during such period as either party to this AGREEMENT

actively pursues mediation and fact finding as set forth by the rules and regulations promulgated by the Montana State Board of Personnel Appeals.

ARTICLE 5: PERFORMANCE EVALUATIONS

SECTION 1:

The EMPLOYER shall establish a system of periodic employee performance evaluations. The Department Head or his designee shall complete a written report on forms provided by the Department Head for each employee covered by this AGREEMENT. Employee performance evaluations shall be used for the purpose of informing the employee of strong and weak points, pointing out training needs and expected improvements, providing appropriate recognition to the efficient employee, and guiding the employee towards the fullest development of his/her capabilities.

SECTION 2:

Performance evaluation reports shall be made on probationary employees, at the end of six (6) months and prior to the end of the probationary period or at lesser intervals if deemed by the employee, the employee's immediate supervisors, or by the Department Head to be in the best interest of the employee or the County.

SECTION 3:

Performance evaluation reports on regular employees covered by this AGREEMENT will be completed on the employee's anniversary date

SECTION 4:

All employee performance evaluation reports shall be reviewed with the employee by the supervisor conducting the performance evaluation and the Department Head or designee upon request from the evaluating officer or officer being evaluated. Employees shall have the right to present a written response of their performance evaluation within ten (10) days from the employee's evaluation interview. Responses shall be attached to the employee's evaluation.

ARTICLE 6: FILLING VACANCIES

SECTION 1:

When an entry-level position within the office covered by this AGREEMENT becomes vacant, the Department Head or designee shall promptly open up recruitment for the position, including placement of appropriate advertisements.

SECTION 2:

The Department Head and/or designee, and a hiring committee consisting of at least one (1) to be picked by the UNION and at least one (1) to be picked by the Department Head shall receive and screen all applicants for vacancies in entry level positions outlined above to determine qualifications of applicants and will select referrals from among those meeting all the qualification requirements. A list of the qualified applicants for such position shall be referred to the Department Head, and/or designee, who shall make the final selection from those referred after successful completion of the written examination, oral examination, background check, hearing test, and any other relevant objective selection criteria.

SECTION 3:

When a position allowing for promotion or transfer within the office covered by this AGREEMENT becomes vacant the Department Head shall cause to be posted a notice of such vacancy on a bulletin board designated for such purposes at least six (6) days, excluding Saturdays, Sundays and holidays, prior to filling such vacancy. All qualified in house applicants will be interviewed prior to any other applicants.

SECTION 4:

Positions covered by this AGREEMENT shall be filled by promoting/transferring qualified persons within the bargaining unit when such persons are interested in and, in the opinion of the Department Head, are capable of performing the duties of the vacant position. All applications for promotion/transfer shall be received by a selection committee, consisting of at least one bargaining unit member, appointed by the Department Head. The Department Head or selection committee shall establish selection criteria prior to reviewing applications. These selection criteria may include:
Written, oral or assessment center examinations, seniority, experience, education, training, relative ability.

SECTION 5:

No employee covered by this AGREEMENT who has successfully completed the probationary period for a given rank shall be demoted without cause.

ARTICLE 7: APPOINTMENTS

SECTION 1:

All new appointments to positions in the bargaining unit shall be on a probationary basis for a period of one (1) year. Employees serving a probationary period will either attain regular status at the end of the probationary period, which may be extended at the recommendation of the supervisor or Department Head, not to exceed twelve (12) months, or will be terminated by the Department Head with or without cause and without recourse.

ARTICLE 8: DISCHARGE

SECTION 1:

No employee covered by this AGREEMENT who has successfully completed the probationary period shall be discharged without just cause.

SECTION 2:

When the Department Head terminates the employment of a non-probationary Dispatcher, he or she shall at the time of termination, cause to be served upon said Dispatcher a statement in writing, setting forth the cause or causes for the discharge or termination of the Dispatcher's employment.

SECTION 3:

Any termination will be based on violation(s) of policies contained in the current Lake County Employee Operations Manual and/or Lake County 911 Policy and Procedures Manual and this AGREEMENT.

ARTICLE 9: SENIORITY

SECTION 1:

Seniority shall be defined as an employee's length of continuous service with Lake County Dispatch.

SECTION 2:

Seniority shall not accrue during layoff, while an employee is on leave of absence without pay in excess of fifteen (15) days, or while serving in an administrative position not covered by this AGREEMENT.

SECTION 3:

Seniority shall terminate upon resignation, discharge, retirement, and transfer or leave of absence, other than military leave in excess of six (6) months or by failure to report after recall from layoff. Dispatch employees who transfer/accept a position within the Office of Emergency Services that is not covered by this AGREEMENT shall retain their seniority for a maximum of one (1) year from the date of hire to the position.

SECTION 4:

Provided qualifications and ability are equal as indicated by periodic performance evaluations on file, seniority shall apply on layoff and recall from layoff.

SECTION 5:

Layoffs caused by reduction in force shall be in order of seniority within the Dispatch Center. Employees who are scheduled to be laid off shall be given at least twenty (20) working days' notice. All recalls to employment shall likewise be in order of seniority within the County; that is, the last employee released as a result of reduction in force shall be the first rehired when there is an increase of employees within the department. The EMPLOYER shall notify such employees by certified mail of its intention to rehire and then will furnish the UNION of a copy of such notification. If such employee fails to notify the EMPLOYER within five (5) working days of his/her intentions to return to work, the employee shall be considered as having forfeited his/her right to re-employment.

ARTICLE 10: HOURS OF WORK

SECTION 1:

A full-time employee including the Assistant Dispatch Supervisor(s) shall work a minimum work week consisting of forty (40) hours per week on the basis of three (3) twelve-hour days and one (1) four (4) hour day with three (3) consecutive days off in each seven-day period. The Department Head or his/her designee may, in his/her discretion and with the consent of the UNION, enact, either permanently or for a limited duration, alternative work schedules. The normal workweek shall be defined as Sunday through Saturday. Those employees having Sunday and Saturday as days off shall be considered to have three (3) consecutive days off in that seven-day period.

SECTION 2:

Employees with the same classification may be permitted to trade shifts. The employees who wish to trade shifts shall request approval from their supervisor. In no case shall trading of shifts result in an employee working more hours than they were regularly scheduled to work in a given pay period.

SECTION 3:

For shifts with at least three (3) Dispatchers on duty, employees will receive at least one (1) 30-minute paid meal break, and two (2) 15-minute paid rest breaks in a workday or five ten (10) minute paid rest breaks in each workday of eight (8) hours or more. This will be calculated between the two fifteen (15) minute breaks and the 30-minute paid meal break within the twelve (12) hour scheduled shift.

Break times may not be combined to take longer rest periods unless expressly approved by management in writing prior to taking a combined rest period. If the employee does not use the full amount of time for a rest break, the remaining time for that rest break is forfeited and shall not be combined to make for a longer break later in the shift.

In the event that there are two (2) Dispatchers on-duty or the call volume does not allow for two (2) 15-minute breaks and one (1) 30-minute break, the Dispatcher will be able to take five (5) 10-minute breaks.

Employees shall be subject to recall while on lunch and/or breaks. Employees unable to leave the Center during his/her shift may, be provided one (1) meal per shift after timely notification of kitchen staff.

SCHEDULING & SHIFT BIDDING

SECTION 1:

The EMPLOYER shall establish a fixed and non-rotating schedule and post shift requirements (work hours and workdays) for the upcoming twelve-month period no later than August of each year.

SECTION 2:

Work schedules for all Dispatchers will be posted at least two (2) weeks in advance. Such posting will include training schedules set by the training supervisor that will affect a regular workstation.

SECTION 3:

During the month of April each year, employees shall bid shifts, by seniority for a four-month period beginning June 1. During the month of August each year, employees shall bid shifts, for a four-month period beginning on October 1. During the month of December each year, employees shall bid shifts, for a four-month period beginning on February 1. The same shift can only be bid on consecutively two times (2) in a row at any time by an employee.

The employee shall submit two (2) selections at the time of shift bid in order of preference. These shifts will be assigned based on seniority. Employees shall not bid to the same block more than twice in a row. If an employee bids to the same block of shifts a third time or both

selections are bid on by a senior Dispatcher, the supervisor will place the Dispatcher in an available block. Employees will be eligible to bid on shifts provided they have completed the probationary period. Should a vacancy occur in any bargaining unit position, employees in the same job classification as the terminating employee may bid on that shift by seniority. If no employee bids on a vacant shift, the EMPLOYER may: (a) fill the shift through a promotional opportunity, if applicable, (b) assign a new employee by seniority to that shift (provided the employee has completed minimum training requirements)

ARTICLE 11: OVERTIME

SECTION 1:

All Dispatchers shall be paid at a rate of one and one-half (1 ½) times their regular rate of pay for all hours in excess of their scheduled shift. Employees who are called in on their scheduled day off will receive one and one-half (1 ½) times their regular rate of pay for actual hours worked. Vacation, sick, personal, and compensatory leave will be treated as hours worked for the purpose of determining overtime pay. Employees must receive approval by the administration or his/her designee of work hours in excess of the regularly scheduled shift. Upon receipt of the approval, the EMPLOYER may not unilaterally adjust an employee's regular scheduled shift to avoid the payment of overtime under this section. Failure to request such approval may be cause for denial of overtime worked.

SECTION 2:

Any after hour or before shift community service related assignments required by administration, shall be considered time worked for overtime purposes.

SECTION 3:

Employees covered by this AGREEMENT shall, at the employee's option and in lieu of the monetary compensation for overtime provided in Section 1 of this Article, receive compensatory time off with pay at a rate of one and one-half (1 ½) hours of compensatory time for each hour worked for the EMPLOYER in excess of forty (40) hours in one-week as set forth in Section 1 of this Article. After the employee has accumulated forty-eight (48) hours of compensatory time under the terms of this Section, the employee shall be paid for all further overtime in accordance with Section 1 of this Article.

SECTION 4:

All of the time a Dispatcher is placed on "Mandatory Standby" status for emergency call out, disaster, or any type of special response shall be considered as hours worked. An employee who is called in and reports for duty in accordance with this Section shall be paid premium pay at one and one-half (1 ½) times their regular hourly rate.

SECTION 5:

An employee, who has worked at least forty (40) hours who is called in and reports for duty in accordance with this Section shall be paid premium pay at one and one-half (1 ½) times their regular hourly rate for a minimum of two (2) hours.

SECTION 6:

Non probationary Dispatchers will be offered unscheduled overtime shifts on a rotational basis before the Supervisor may fill an overtime shift provided that; such overtime may only

be offered to employees that have had a minimum eight (8) hour rest period prior to the start of the overtime shift.

ARTICLE 12: SICK LEAVE

SECTION 1:

As provided by state law, each employee shall earn sick leave credits from the first full pay period of employment at the rate of one (1) working day (8 hours) per month without restriction as to the number of days which may be accumulated. For calculating sick leave credits, two thousand eighty (2,080) hours shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period.

SECTION 2:

An employee may not accrue sick leave credits during a continuous leave of absence without pay that exceeds fifteen (15) calendar days. Employees are not entitled to be paid for sick leave until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits earned.

SECTION 3:

Upon termination, employees who have worked the qualifying period shall be entitled to be paid an amount equal to one-quarter ($\frac{1}{4}$) of the amount attributed to the accumulated sick leave. Such termination pay will only apply to those credits earned since July 1, 1971. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's regular rate of pay at the time of termination of employment with the EMPLOYER.

SECTION 4:

Sick leave credits may be used as follows:

- 1) Illness or injury of the employee.
- 2) Illness or injury in the employee's immediate family requiring the employee's personal attendance.
- 3) Obtain quarantine for contagious disease control provided certification from the attending physician.
- 4) Doctor or dental appointments for treatment of employee's illness, injury or preventive care. When possible the Department Head or his designee shall be notified of the appointment at least forty-eight (48) hours in advance.

SECTION 5:

Immediate family shall mean the employee's mother, father, child, stepchild, foster-child, sibling, spouse or spouse's parents or any member of the employee's household.

SECTION 6:

- 1) Any illness, medical appointments or emergency, which will necessitate use of sick leave, shall be reported by the employee to the EMPLOYER promptly, and it shall be the responsibility of the employee to assure proper reporting of use of sick leave for recordkeeping purposes. Failure to report such leave promptly will be considered absence

without leave and a deduction from the employee's pay will be made for the period of such leave.

- 2) Abuse of sick leave may be considered as insubordination on the part of an employee and may be cause for discipline, which may include discharge with forfeiture of payment for any accumulated sick leave.

SECTION 7:

Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave, or when an employee uses sick leave for unauthorized purposes.

SECTION 8:

If allowed by State law, sick leave benefits shall be integrated with any workers' compensation benefits payable to an employee so the employee shall receive up to, but not exceed, the amounts the employee would have earned with the EMPLOYER, except for such disability benefits. Current Montana law provides an injured worker is not considered to have a wage loss if the worker is receiving sick leave benefits. If an employee elects to do so, he/she may use all available sick leave benefits before receiving workers' compensation benefits.

SECTION 9:

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

SECTION 10:

Employees who, because of illness or injury, are subject to extended convalescence may return to work in a transitional duty status in lieu of exhausting all earned sick leave credits or in the event that no sick leave credit is then due the employee; if it is determined by the Department Head that there is a position available which the employee can efficiently handle and if filling such position is approved by the Department Head. Employees working under this section shall be compensated for all hours worked at their regular hourly wage. Any employee returning to work in a transitional duty status shall provide the EMPLOYER with written permission or authorization from his or her treating healthcare provider allowing the employee to return to work in that capacity. Employees capable of returning to a transitional duty status as evidenced by written authorization from his or her treating healthcare provider may be required to return to such duty. Upon receipt, by the employee, of the treating healthcare provider's permission to return to his or her normal duties, the employee shall return to the employee's normal duties.

SECTION 11:

Sick leave credit hours may be donated by individual employees to benefit other employees up to a maximum of one hundred sixty (160) hours in any twelve (12) month period. Employees receiving a donation must have exhausted all other accrued leave to be eligible for donations under this section. The maximum amount an employee may receive will be equivalent to three (3) months of paid leave in any twelve (12) month period. The donor employee's accrued sick leave shall be debited by multiplying the number of hours to be donated by the donor employee's hourly rate of pay. The employee receiving the donation

shall receive that amount divided by their current hourly rate, which will be converted to hours to the nearest half hour. A donor employee must have a balance of at least forty (40) hours after any donation is made.

ARTICLE 13: BEREAVEMENT LEAVE

SECTION 1:

Funeral leave shall be granted in case of death in an employee's immediate family as defined herein. For attending a funeral within the State of Montana three (3) days without loss of pay shall be granted. For attending a funeral outside Montana five (5) days without loss of pay shall be granted. Immediate family is defined as the employee's mother, father, son, daughter, sibling, spouse or spouse's parents. Funeral leave provided in this Section shall be charged against the employee's accumulated sick leave up to a maximum of fifty-six (56) hours in any twelve (12) month period.

SECTION 2:

In the event of a local funeral of a fellow 911 Dispatch Employee or retired employee, employees shall be granted his/her, shift off to attend the funeral, subject to the Supervisor's determination of necessary manpower to operate the office. Employees who receive approval to attend a funeral under this Section may do so without loss of pay and without being required to use paid leave.

ARTICLE 14: HOLIDAYS

SECTION 1:

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

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

SECTION 2:

Employees required to work on a legal holiday as set forth in this AGREEMENT, shall receive one and one-half (1 ½) times their regular hourly rate for all hours worked within the twenty-four (24) hour time period. The number of hours of holiday leave shall be the same as the regularly assigned shift – i.e., if an employee is regularly assigned to twelve (12) hour shifts, they will receive twelve (12) hours of accrued holiday pay for each holiday.

ARTICLE 15: VACATION

SECTION 1:

Employees shall earn annual vacation leave credits in accordance with MCA 2-18-611. As provided by MCA 2-18-612 vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with any agency whether the employment is continuous or not:

Years of employment	Working days credit
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years or more	24

SECTION 2:

Accumulation of annual vacation leave shall be in accordance with MCA 2-18-617.

SECTION 3:

Scheduling of vacation leave will be accomplished by cooperation between the employee and the Department Head on forms provided by the Lake County OEM giving consideration to the employee's needs and the needs of the EMPLOYER. Assignment of vacation will be made by granting requests to those who first request them provided if two employees request the same period on the same day seniority shall prevail.

SECTION 4:

Dispatch employees will be allowed to take vacation in accordance with the provisions of this Article except they will not be allowed to take vacation if staffing is such that it would restrict departmental obligations over the holidays of Memorial Day, Independence Day, and Labor Day.

ARTICLE 16: LEAVE WITHOUT PAY

SECTION 1:

Leave without pay may be granted for up to a maximum of three (3) calendar months. Such leave is subject to Board approval upon written recommendation of the department head. Request to Department Head must be made at least one (1) month prior to the first day of proposed leave. Leave without pay for five (5) days or less may be granted by department head without the approval of the Board.

ARTICLE 17: FAMILY MEDICAL LEAVE

SECTION 1:

In compliance with the federal Family and Medical Leave Act (FMLA), the County provides unpaid leave of absences to eligible employees so that they may take time off from work for family and/or certain health reasons. This policy will be maintained in accordance with Federal Law and signs are posted throughout Lake County. Any changes to the policy will be distributed to each employee upon adoption.

ARTICLE 18: EDUCATIONAL LEAVE

SECTION 1:

Consideration will be given on an individual basis to reimburse employees for educational expenses. The EMPLOYER will determine eligibility of a particular course, class, or a program of study on an individual basis. In general, the courses should be directly related to the responsibilities of the employee and result in development of a skill or increased expertise that can be applied in the performance of job duties to benefit Lake County.

SECTION 2:

It is the responsibility of the employee to submit a written request for reimbursement to the Department Head prior to enrolling in the course, which describes the course, content, schedule, cost and reason for requesting enrollment. The application shall be transmitted to the Board with the recommendation of the Department Head.

SECTION 3:

Reimbursement for the full cost of tuition, books and related fees for approved requests shall be paid upon receipt of proof that the employee has completed the approved course with a passing grade of 2.85 or higher and appropriate certification.

SECTION 4:

The County may grant an employee time off with pay, mileage and/or other related costs associated with the educational development.

SECTION 5:

All approved tuition reimbursement shall be contingent upon the employee's execution of an agreement to repay the County in the event the employee ceases employment with the County within one (1) year after completion of the course for which the expenses are reimbursed.

SECTION 6:

The EMPLOYER has the authority to approve or disapprove request for tuition reimbursement based on criteria set forth in Section 1 through Section 5 of this Article.

ARTICLE 19: MILITARY LEAVE

Any employee who is a member of the organized militia of the State of Montana or who is a member of the organized or unorganized reserve corps or military forces of the United States, and who is a regular employee of Lake County shall be given a leave of absence with pay for a period of time not to exceed fifteen (15) working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave will not be charged against leave credits earned by the employee. Reinstatement privileges of employees who have been placed on active military status as provided for under state and federal law will be followed.

ARTICLE 20: JURY DUTY - SERVE AS WITNESS

SECTION 1:

Each employee summoned as a juror shall remit all fees payable as a result of service to the County accounting office to be applied against the amount due the employee from the EMPLOYER.

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

SECTION 5:

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

SECTION 6:

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

SECTION 7:

An employee required serving as a juror or a witness during scheduled duty time shall not suffer a loss of pay as a result thereof.

ARTICLE 21: TRAVEL

SECTION 1:

Approved travel, lodging and meal expenditures associated with the conduct of County business and/or attendance at conferences, seminars or training shall be paid by the EMPLOYER.

SECTION 2:

Employees seeking pre-payment for travel expenses shall submit a request for anticipated costs describing the expected length and purpose of travel to the Department Head at least five (5) working days prior to the dates of travel. Should the extradition/travel be cancelled, the employee shall have the option of returning the full advance or request that the advance be deducted for the employee's next regular paycheck.

SECTION 3:

Full single rate cost of hotel or motel rooms at the rates reasonable and usual for the area shall be paid. The employee shall request government rates. When other than commercial, non-receiptable lodging facilities are utilized, rates approved by the State Agencies (MCA 2-18-501) per night will be authorized.

SECTION 4:

For qualifying travel outside the County but within Montana, the per diem amounts for meals shall be paid by the EMPLOYER consistent with the rate paid to State Employees, (MCA 2-18-501).

SECTION 5:

An Employee may claim meals if in travel status for at least three (3) hours during the following times:

- 1) If away between 12:01 a.m. and 10:00 a.m., the employee will be reimbursed for a breakfast.
- 2) If away between 10:01 a.m. and 3:00 p.m., the employee will be reimbursed for a lunch.
- 3) If away between 3:01 am and midnight, the employee will be reimbursed for a dinner.

SECTION 6:

County reimbursement for mileage shall be at the rate set for agencies of the State Government at MCA 2-18-503.

SECTION 7:

Transportation shall be by the mode that results in the cheapest overall cost to the County.

SECTION 8:

In the event that automobile travel is chosen over air travel by the employee for personal reasons, time away from the job for automobile travel, insofar as it exceeds the time required for air travel, shall be charged against the employee's accrued vacation time. In the event that air travel would be cheaper than the automobile travel, the employee will be reimbursed in the amount equal to the airfare.

SECTION 9:

The cost of registration and fees for previously approved conferences, seminars and training sessions and other miscellaneous costs deemed appropriate to a specific travel request shall be paid by the County.

SECTION 10:

In the event employees carpool, the employee driving shall be reimbursed for mileage. Travel time shall be considered as hours worked when traveling for mandatory training and shall not be considered as hours worked when traveling for non-mandatory or educational training.

ARTICLE 22: INSURANCE

SECTION 1:

The County has available to employees an insurance package that includes basic health, catastrophic illness, disability and life insurance. Information regarding the County's insurance program may be obtained from the payroll coordinator or human resource office.

SECTION 2:

All employees are covered by Workers' Compensation Insurance for injuries received during performance of their duties. All accidents shall be reported to the employee's immediate supervisor within thirty (30) days of the injury. Coverage and benefits shall be determined by Montana Workers' Compensation Act at MCA 39-71-101 et seq.

SECTION 3:

Employees are covered by unemployment insurance. Coverage and benefits shall be determined by Montana's Unemployment Insurance Law at MCA 39-51-101 et esq.

SECTION 4:

The County and the employee contribute an amount determined by Federal Law to the employee's social security account. Benefits paid are determined by Federal Law.

ARTICLE 23: FLEXIBLE BENEFITS

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

ARTICLE 24: COMPENSATION

COMMUNICATION TRAINING OFFICER (CTO)
ALTERNATE TERMINAL AGENCY COORDINATOR (ATAC)
RECORDS MANAGEMENT TECHNICIAN

SECTION 1:

An employee who is appointed as the Records Management Technician shall receive one dollar and fifty cents (\$1.50) per hour over and above the employee's regular rate of pay. An employee who is designated as an Alternate Terminal Agency Coordinator ("ATAC") will receive one dollar (\$1.00) premium only for hours actually worked as an ATAC.

SECTION 2:

Employees who are interested in being designated as CTO shall express such interest by writing a letter of interest to the Department Head or designee within the time frames prescribed by the department head or designee. The Department Head or designee shall select employees for those designations from those who express such interest.

SECTION 3:

TRAINING WAGE: Dispatchers will receive an additional one dollar (\$1.00) per hour when assigned to individually train new employees and required to complete daily observation reports; or when asked to present a training course. The maximum additional compensation a Dispatcher receives for training will not exceed one dollar (\$1.00) per hour. The Training Coordinator shall receive one dollar (\$1.00) per hour over and above that employee's regular rate of pay. The Training Coordinator will set up training classes, track all Dispatch employees and their training requirements, and provide input regarding trainee placement and advancement. The Training Coordinator will be notified of all new hires prior to the start of training. The Dispatch Supervisor will not serve as an FTO.

SECTION 4:

Public Safety Officer Standards and Training (P.O.S.T) Certificate pay: Employees who achieve up to four (4) Montana P.O.S.T Certificates will receive a one-time payment of one thousand dollars (\$1,000) per certificate. To be paid by separate check or an additional fifteen cents (\$0.15) per hour per certificate added to their base wage. The employee will indicate their preference in writing to the payroll department with a copy provided to the UNION. Eligible certificates will be Intermediate, Advanced, Supervisory, Command and Emergency Medical Dispatch (E.M.D).

Emergency Medical Dispatch certificate will only be eligible until Montana P.O.S.T mandates that all Dispatchers must be E.M.D. certified. Any employee who has obtained the E.M.D certificate prior to being mandated will still receive the (\$.15) per hour to their base wage or the one thousand dollars (\$1,000). If the E.M.D certification does become mandated by Montana P.O.S.T, the E.M.D certification will no longer be allowed by Lake County as a certificate allowed to receive a one-time payment of one thousand dollars (\$1,000) or an additional fifteen cents (\$0.15) per hour to their base wage for future Employees.

SECTION 5: SHIFT DIFFERENTIAL

For actual hours worked between the hours of 6:00 p.m. and 6:00 a.m., Dispatchers shall receive fifty cents (\$0.50) per hour in addition to their regular hourly rate of pay.

SECTION 6: WAGE MATRIX

The compensation schedule for the classifications in the bargaining unit is attached to this AGREEMENT as Addendum A. If at any time during the term of this AGREEMENT, other County employees receive an annual cost of living increase, members of Local 3520 shall receive the same increase in accordance with past practice.

SECTION 7: SPECIAL EVENTS

Employees shall be provided three (3) 911 shirts for use during law enforcement related events such as training, schools, funerals and court appearances. The Department Head on a case-by-case basis may approve other venues. Shirts shall be replaced as needed upon approval of the Department Head.

SECTION 8:

Dispatch employees shall not be required to perform pat down on persons in the Detention Center

ARTICLE 25: TRAINING

All mandatory in-service training occurring during a Dispatcher's off-duty time and after the employee has worked forty (40) hours in same week shall be paid for at one and one-half (1½) times his/her regular hourly rate. Refusal to take voluntary training shall not be noted in the employee's personnel file. Employees who fail to attend mandatory training/meetings may be subject to disciplinary action. This action may include a verbal reprimand, written reprimand or day(s) off without pay. The exception may be a prior approval from Department Head or his designee for non-attendance. Mandatory training shall have a minimum two (2) hour call out pay.

ARTICLE 26: GRIEVANCE AND ARBITRATION

SECTION 1:

A grievance is any controversy between the parties to this AGREEMENT that pertains to: (1) any matter involving interpretation of this AGREEMENT, and (2) any matter involving a violation of any of the provisions of this AGREEMENT. The parties agree that the UNION may pursue all complaints through the appropriate channels.

SECTION 2:

Failure to file or advance any grievance within the time periods set forth in this Article shall constitute a waiver of the grievance. No bargaining unit member shall serve as the EMPLOYER'S designee in terms of responding to or adjusting grievances as outlined in this Article.

SECTION 3:

The EMPLOYER and the employee shall attempt to adjust all grievances that may arise during the course of employment in the following manner.

STEP 1:

An employee alleging a contract violation shall meet with the department head or designee within ten (10) days of the event or action giving rise to the grievance, to attempt to resolve the grievance informally.

If the grievance is not resolved in the above meeting, the grievance shall be presented in writing to the department head or designee within ten (10) days of the above meeting date. The grievance must include the specific contract provision or provisions allegedly violated, and the specific remedy sought. The department head shall issue a written decision within ten (10) days after receipt of the written grievance.

STEP 2:

In the event the grievance is not resolved in STEP I, the decision rendered may be appealed to the Board of County Commissioners, provided such appeal is made in writing within five (5) days after receipt of the decision in STEP I. Within ten (10) days after receiving the appeal, the grievant shall meet with the County Commissioners, to attempt to resolve the grievance.

If a grievance is properly appealed to the Board of County Commissioners, the Board or the Board's designee shall issue a written response within ten (10) days after receiving the grievance.

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

COMPUTATION OF TIME: In computing any period of time prescribed or allowed by procedure herein, the date of the act, event, or default for which the designated period of time begins to run shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. Time limits as designated in this Article may be extended by mutual agreement between the parties involved in the grievance.

STEP 3:

In the event the UNION is not satisfied with the decision of the Commissioners, the UNION may file a notice of intent to arbitrate with the Board of Commissioners within ten (10) days following the issuance of the Commissioner's decision at Level 2. The parties, shall within five (5) days after delivery of the notice of intent to arbitrate, request a list of seven (7) names of arbitrators who are also panelists with the American Arbitration Association or members of the National Academy of Arbitrators from the Montana Board of Personnel Appeals. The parties shall then select an arbitrator by striking names from the list in alternate order, with the UNION striking first.

Each party will bear its own costs and expenses in any such arbitration proceeding and each party will pay fifty percent (50%) of the full cost of the arbitrator's and any separate arbitration fees (e.g., the arbitrators out of pocket per diem charges). The party requiring an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party request a copy or the right of inspection or use, in which event the full cost (including the cost of providing the arbitrator with the official record) shall be equally divided by the parties.

The Arbitrator shall hear the grievance and shall render a written decision as soon as is practical following the hearing. The Arbitrator shall not have the power to detract, modify, or amend this AGREEMENT in any way. The decision of the arbitrator shall be final and binding on both parties.

SECTION 4:

Due Process: Lake County, as the EMPLOYER, will insure that any affected employee covered by this AGREEMENT will be informed of any disciplinary action and the reason(s) for such action before discipline is meted out. The affected employee(s) will have an opportunity to respond to the alleged actions upon which the discipline is based to defend or explain the employees' behavior or action.

SECTION 5:

Just Cause: Any disciplinary action taken against employees covered by this AGREEMENT will be for reasons related to employees' job duties, job performance, working relationships or other work related behavior. Just cause is determined by an alleged act or actual violation of

County standard, policy, or order of which the employees would reasonably be expected to have prior knowledge.

ARTICLE 27: LEGAL REPRESENTATION AND FEES

SECTION 1:

In the event an employee is named as a defendant in any civil action arising out of his/her employment and the County's insurance carrier has not provided coverage for the employee within a reasonable time period, the EMPLOYER shall pay reasonable attorney's fees for any attorney retained by the employee to safeguard the interest of the employee in such action, provided that no criminal charges have been filed against the employee in connection with the incident that gives rise to the claim. The phrase "within a reasonable time period" as used in this section shall mean within the twenty (20) day period provided by law for a party's initial response to a civil complaint.

SECTION 2:

Any employee eligible for such payment will submit an itemized statement of attorney's fees to the EMPLOYER no more than thirty (30) days after receipt of the statement from the attorney. The EMPLOYER will pay the reasonable attorney's fees of the employee within thirty (30) days after the itemized statement is submitted unless the attorney's fees submitted are deemed by the County Attorney to be not appropriate for the services rendered. In such instance, payment shall be made within thirty (30) days after the determination of reasonableness is agreed upon between the County Attorney and the employee's legal representative. The reasonableness of the attorney's fees shall be determined by a review of typical charges of attorneys of like experience and ability on like matters in the community.

SECTION 3:

In the event that a final verdict or judgment establishes that the employee has committed an intentional tort or felonious act and the employee has no reasonable basis to believe that the act is within departmental guidelines, the employee shall be obligated to reimburse the County for attorney's fees previously paid by the County on the employee's behalf.

ARTICLE 28: EMPLOYEE SAFETY

SECTION 1:

Employees shall have the right to submit notices, in writing, of any hazardous or unsafe working condition to their supervisor through the appropriate chain of command. The EMPLOYER shall acknowledge and respond to such notice, in writing, to the employee submitting the notice.

SECTION 2:

The UNION may at its own option form a Safety Committee composed of Dispatchers, Detention Center Officers and Department Head's Deputies and any other person(s) designated by the Department Head. The committee shall meet at times and places as determined by the committee provided that such meetings do not occur on duty time of any committee members without advance approval of the Department Head or his/her designee. In addition, the UNION shall be afforded the opportunity to participate in the Lake County Safety Committee.

SECTION 3:

The Safety Committee provided for herein shall be empowered to make safety recommendations in writing to the Department Head who shall respond to such recommendations in writing. The EMPLOYER shall have exclusive responsibility to insure the safety of its employees and their compliance with safety rules and standards. This committee shall be deemed to be a UNION committee and as such shall not be entitled to any extra compensation of any type at any time for services in connection with this committee.

ARTICLE 29: SEVERABILITY

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

ARTICLE 30: DRUG AND ALCOHOL TESTING

All employees covered by the Collective Bargaining Agreement are subject to random drug/alcohol testing pursuant to Montana Regulations set forth in MCA 39-2-207 as amended and adopted by the EMPLOYER's Drug and Alcohol Testing Policy.

ARTICLE 31: PERSONAL LEAVE DAY

SECTION 1:

Each full-time employee covered by this AGREEMENT who has completed six (6) months of continuous service with the EMPLOYER shall be eligible for twelve (12) hours personal leave with pay per fiscal year.

SECTION 2:

Scheduling personal leave shall be accomplished in cooperation between the employee and the Department Head or his/her designee. The employee shall provide at least forty-eight (48) hours' notice when requesting personal leave with pay. Personal leave shall be scheduled with regard to the best interests of the EMPLOYER, as well as the best interest of the employee.

SECTION 3:

There shall be no cash reimbursement for unused leave at any time.

SECTION 4:

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

ARTICLE 32: LABOR MANAGEMENT COMMITTEE

The EMPLOYER and the UNION endorse the goal of a constructive and cooperative relationship. To foster such a relationship, a Labor Management Committee will be established as an amicable communications link where concerns may be identified. The purpose of the Committee is to provide communication between the parties, to share

information and concerns and to promote constructive, meaningful, and cooperative labor-management relations.

Either party may propose items for discussion on topics, which may include but are not limited to: administration of this AGREEMENT, changes to applicable law, legislation, resolving employee and/or productive and efficient service delivery. While topics for discussion are unrestricted, the committee shall strive to concern itself with significant problems and concerns affecting a majority of the employees. Meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this AGREEMENT. The EMPLOYER agrees to notify the UNION reasonably in advance of anticipated actions that affect the working conditions of the employees subject to this AGREEMENT.

Meetings will be held if requested by either party in writing with a proposed agenda. The UNION will provide the EMPLOYER with the names of its Committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of the Employees. Employees attending the committee meetings during their work time shall have no loss in pay. The Committee may invite appropriate resource persons to assist in matters brought before it.

The Committee will meet for no more than four (4) discussion topics per fiscal year. The UNION may request up to two (2) meetings and the EMPLOYER may request two (2) meetings.

To ensure that meetings are orderly and stay on target of the agenda, the Human Resources Officer will be appointed as the Facilitator for Committee. The Facilitator does not have the overall control of the outcome of any meeting.

ARTICLE 33: TERM OF AGREEMENT

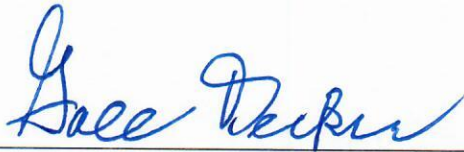
This AGREEMENT shall become effective and be in full force and effect from July 1, 2020 and shall remain in full force and effect to and including June 30, 2023. This AGREEMENT shall be renewed for a period of three (3) years unless either party serves a written notice of its desire to terminate, modify or amend the AGREEMENT on or before May 1, 2023. If the AGREEMENT is renewed, it will be renewed again for successive three (3) year period(s) unless either party serves written notice of its desire to terminate, modify or amend the renewed AGREEMENT on or before May 1 of the year in which the renewed AGREEMENT is to expire.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 12th DAY OF July 2020

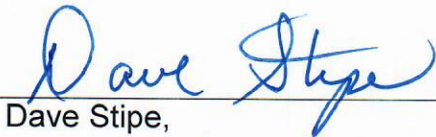
FOR THE
EMPLOYER:



William D. Barron,
Chairman
Lake County Board of
Commissioners

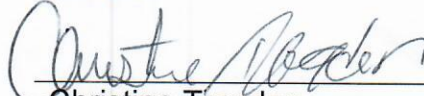


Gale Decker,
Lake County Commissioner

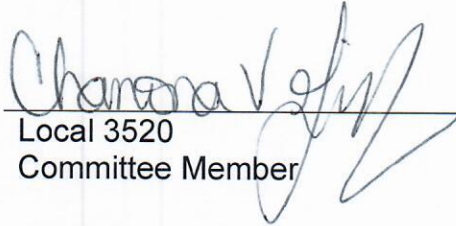


Dave Stipe,
Lake County Commissioner

FOR THE
UNION:



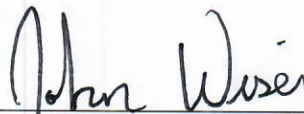
Christine Trogden,
President
Local 3520
AFSCME MT Council 9 AFL-CIO



Local 3520
Committee Member

Local 3520 Committee
Member

Local 3520 Committee
Member



John Wiser, Western Field
Rep
AFSCME MT Council 9 AFL-
CIO

Addendum A

Employees hired on or after March 20, 2016		Employees hired before March 20, 2016	
Effective July 1, 2020		Effective July 1, 2020	
Step		Step	
Hire	16.801	Hire	NA
6 Months	17.377	6 Months	NA
1 Year	18.022	1 Year	20.203
2 Years	18.344	2 Years	20.555
3 Years	18.689	3 Years	20.930
4 Years	19.035	4 Years	21.307
5 Years	19.380	5 Years	21.682
6 Years	19.749	6 Years	22.082
7 Years	20.094	7 Years	22.457
8 Years	20.474	8 Years	22.868
9 Years	20.854	9 Years	23.292
10 Years	21.234	10 Years	23.703
11 Years	21.637	11 Years	24.149
12 Years	22.040	12 Years	24.584
13 Years	22.443	13 Years	25.018
14 Years	22.858	14 Years	25.477
15 Years	23.284	15 Years	25.946
		16 Years	26.416
		17 Years	26.898
		18 Years	27.403
		19 Years	27.919
		20 Years	28.425
		21 Years	28.942
		22 Years	29.470
		23 Years	30.010
		24 Years	30.586
		25 Years	31.149
		26 Years	31.725
		27 Years	32.324
		28 Years	32.911
		29 Years	33.534
		30 Years	34.157

Employees shall advance steps on anniversary dates.

Assistant Supervisors will receive one dollar (\$1.00) per hour in addition to their base rate of pay.