

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

YELLOWSTONE COUNTY, MONTANA



AND

TEAMSTERS UNION LOCAL #190



**REPRESENTING THE YELLOWSTONE COUNTY
DETENTION FACILITY**

July 1, 2026 – June 30, 2029

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AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT, herein referred to as the “Agreement”, entered into this first day of July 2026, at Billings, Montana, by and between YELLOWSTONE COUNTY, MONTANA, a body politic and a political subdivision of the State of Montana, herein referred to as the “Employer”, and TEAMSTERS UNION LOCAL #190, of Billings, Montana, affiliated with the International Brotherhood of Teamsters, herein referred to as the “Union”.

ARTICLE I – DEFINITIONS

Section 1 – County:

The term “County” means Yellowstone County, Montana, its Board of County Commissioners, or designated representative of the Board.

Section 2 – Union:

The term “Union” shall refer to the Teamsters Union Local #190 of Billings, Montana, or its designated representative.

Section 3 – Days:

When referred to time limitations in the contract, the word “days” means calendar days.

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 worked the qualifying 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 normally employed at least twenty (20) hours per week who has worked the qualifying period.

Section 6 – Temporary Employees:

Temporary (full-time or part-time) employees are defined as those hired temporarily to a budgeted position that is not being staffed due to extended absences. At no time will temporary staff be hired to avoid hiring full-time, regular staff.

Section 7 – Premium Holiday Pay:

The hours worked on a holiday shall be paid at a premium rate of time and one-half (1 ½) the regular rate of pay for the regular 8-hour shift, and two and one-half (2 ½) times the regular rate of pay for working any hours beyond the regular 8-hour shift.

Section 8 – Holiday Pay:

The 8-hour holiday pay at the straight time rate. See Article VII.

ARTICLE II – RECOGNITION

Section 1 – Recognition:

The County recognizes the Union as exclusive representative for Detention Officers, Control Operators, Administrative Coordinators, Detention Secretaries, Office Assistants, and Booking Clerks in the Detention Division of the Sheriff's Office, except this bargaining unit does not cover the Detention Facility Commander, supervisors, maintenance personnel, or temporary employees.

Subd. 1. – Descriptions: Refer to Yellowstone County class specifications for descriptions.

ARTICLE III – 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 join the Union.

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

Section 2 – Membership Dues:

The Union will certify to the County the current rate of membership dues and the names of individuals who are members of the Union.

Section 3 – Union Privileges and Limitations:

The authorized business representative, with credentials of the Union, shall be permitted to visit employees at all reasonable times, subject to permission of the supervisor as to reasonable time. This permission will not be unreasonably withheld. The employees shall conduct the internal business of the Union during their non-duty hours.

Section 4 – Notification:

It is the intention of the parties that both the Union and Employer 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 5 – Steward:

The Union may designate a job steward to handle Union business and shall furnish the name to the Human Resources in writing within twenty (20) calendar days after election.

Section 6 – 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 IV – COUNTY RIGHTS

Section 1 – Management Responsibilities:

The 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 the law. The Union further agrees that all management rights, functions, and prerogatives not expressly delegated in this Agreement are reserved to the County.

Section 2 – Rights of the County:

The parties recognize the right and obligation of the County to efficiently manage and conduct the operation of the County within its legal limitations according to 39-31-303, M.C.A., which states: Public employees and their representatives shall recognize the prerogative 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, obligations, and duty of the County, and its duly designated officials, to promulgate rules, regulations, directives, and orders from time to time as deemed necessary insofar as such rules, regulations, directives, and orders are not inconsistent with terms of this Agreement, and all terms of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, and orders, shall be null and void and without force and effect.

Section 4 – County Policies:

The 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. If there is a conflict between County policies and this Agreement, the Agreement takes precedent to the extent applicable. The Union representative(s) shall be given the opportunity to meet with the employer in advance of any changes in personnel policies or other written policies that affect the employees in the bargaining unit. The Employer shall notify the 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 V – COMPENSATION AND WORK SCHEDULES

Section 1 – Compensation Philosophy:

The compensation philosophy used will consist of three components:

First component is a base wage. Increases in base wages are as follows:

- FY27 - \$30.00 base wage for Detention Officers
- \$24.00 base wage for Booking Clerks, Control Operators, and PT Admin
- \$32.00 base wage for Corporals
- \$25.00 base wage for Senior Booking Clerk
- \$27.00 base wage for Administrative Coordinator

FY28 and FY29 – 3% increase each year

The second component is longevity (continuous years of service). Longevity is paid each year as follows:

- 1 – 4 years 1.0% longevity
- 5 – 9 years 1.1% longevity
- 10 – 14 years 1.2% longevity
- 15 – 19 years 1.2% longevity
- 20 – 24 years 1.3% longevity
- 25 – 29 years 1.3% longevity
- 30 plus years 1.5% longevity

The third component is Field Training Officer (FTO) Compensation as assigned. FTO Compensation will be paid as a percent of base pay for the duration of the assignment.

- FY27, FY28, and FY29 – FTO is 3% of base wage.

Subd. 1. – Certification Pay: The County will provide a one-time \$300.00 incentive for the successful completion of P.O.S.T. Intermediate Certification; a one-time \$600.00 incentive for the successful completion of P.O.S.T. Advanced Certification; and a one-time \$900.00 incentive for the successful completion of P.O.S.T. Supervisory Certification.

Subd. 2. – Temporary Work in Higher Classification: In cases where individuals are assigned to temporary work in a higher classification as Officer in Charge (O.I.C.), they shall be paid for the higher classification only for the number of hours worked in that classification. Taking the base of the higher classification and subtracting the base of the lower classification and adding the difference to the individual's hourly salary will determine compensation for the temporary work in a higher classification.

Subd. 3. – Temporary Work in Lower Classification: In cases other than where individuals are assigned temporary work in a lower classification, or workplace accommodation, they shall be paid according to their regular hourly scale.

Subd. 4. – Reclassification Trial Period: In cases where individuals apply and are appointed to a new classification, a new six (6) month trial period (provided he/she has completed the initial probationary period in the previous classification) will start the first day worked in the new classification. In cases where the individual does not successfully complete the six (6) month reclassification trial period, they will be reassigned to their previous classification position. The replacement person in that position may be laid off and placed back into the eligibility pool.

Section 2 – Overtime:

Subd. 1. – Overtime Rotation List: A list, for each shift, will be created at the start of each two (2) week period. At the start, officers will be ordered by seniority and rotate as eligible overtime shifts are worked. The list will reset every two (2) weeks.

- In the event forced overtime is needed, the lowest officer on the list who is eligible will be force held for the position.
- **The completion of a full eight (8) hour** (7.5 hour if double shift), continuous, overtime shift will rotate the officer to the next pool.
- Completion of an overtime shift less than eight (8) (7.5 if double shift) continuous hours **WILL NOT rotate** the officer to the next pool (e.g., split shifts, 2-hour options, etc....).
- Upon completion of a 16 (15.5) hour shift, the off-going supervisor will update the Overtime Rotation List to reflect the date that the officer completed the overtime shift. This will ensure accurate and timely recording of worked overtime.

Subd. 2. – Unplanned Overtime (e.g., call off): The sergeant will notify officers on shift as soon as possible. The overtime will be:

- Awarded to the most senior officer who bids the overtime position.
- Absent a bidding officer, the overtime shift will be assigned to the lowest eligible officer on the Overtime Rotation List.

Subd. 3. – Voluntary Overtime Signup: A signup sheet will be posted in the break room for overtime that is known in advance, on the 20th and 25th of the preceding month.

- Shifts will be awarded by seniority.
- Once the Sergeant has awarded a shift, the officer is responsible for working the shift, and may not remove their name without administrative approval.

- If an officer is force held before the start of an awarded shift, they can remove their name from the bid overtime within the same two-week overtime rotation period, and the position(s) will be reposted. They can also choose to remain signed up and take the overtime if they wish.
- If an officer has been awarded an overtime shift, and that position is cancelled, the officer is not obligated to work an unassigned overtime shift.
- The supervisor that cancels an approved overtime must notify the officer prior to the date of the canceled shift.
- If an officer has been awarded an overtime shift, that officer will remain in the unit they were awarded. A senior officer that is forced into overtime is not permitted to force the awarded officer into a different unit.

Subd. 4. – Protections from forced overtime (from most protected to least protected):

1. Vacation Protection: The officer has approved vacation on their next scheduled shift. This protection WILL NOT be violated under any circumstance.
2. 24-hour protection: The officer has completed a 16 (15.5) hour shift within the last 24.5 hours. Officer will only be held in extraordinary emergency circumstances.
3. Friday Protection: It is the last regular day of the officer's scheduled work week.
4. 48-Hour Protection: The officer has worked a 16 (15.5) hour shift within the last 48.5 hours.

In the event of multiple officers being violated while on protection, protections will be violated in order from least protected to most protected. If multiple officers share the same level of protection, seniority will determine order of selection.

When an Officer is forced for a full eight (8) (7.5) hour shift, they will be assigned to Booking as an escort or to a two-officer post. The Shift Supervisor will decide where to assign the Officer(s). This is for the safety of the Officers working a 16-hour shift. The lowest senior officer in the post being substituted will be moved to cover.

Subd. 5. – 10-Hour Option: At the completion of a 16 (15.5) hour shift, if the start of an officer's next scheduled shift is within eight (8) hours, the officer may elect to report for duty ten (10) hours after the conclusion of the overtime shift.

- This is not paid time and the officer is only compensated for hours worked.
- The officer must inform the on-duty sergeant of their intent to take the 10-Hour Option prior to the end of the qualifying overtime shift.
- If an Officer takes the 10-hour option, it does not eliminate him/her from the protections. The Officer still falls under the protections even if they take the 10-hour option.
- Lowest officer in seniority on shift, which is not under protection, will be held for any 10-hour options.
- Officers held for a 10-hour option will work the unit that the 10-hour option is for.
- This may adversely affect fringe benefit accruals.
- The 10-hour option is not available to staff involved in a shift trade, who may be placed into an overtime situation.

Subd. 6. – Shift trades: Shift trades must be within the same 40-hour workweek and must be approved by administration in advance and will not cause unnecessary overtime.

If someone calls in sick, they will be assigned the unit or position they had been scheduled for when they called in sick the next shift they work.

Officers from the off-going shift will not be forced to cover overtime in a different classification. Officers scheduled for their regular classification will not be afforded the opportunity to work in the unassigned classification unless the oncoming shift has the personnel to cover that position without creating overtime in that classification.

Subd. 7. – Calculation of overtime: When overtime is calculated, vacation leave during the workweek and the 8-hour holiday (straight time) shall be considered time worked. Sick leave and premium holiday pay (hours worked on the holiday) will not be considered hours worked for the purpose of computing overtime.

Employees who work more than 40 hours in any work week or more than their scheduled 8-hour or 10-hour day shall be compensated at one and one-half (1 ½) times for those hours which exceed eight (8), ten (10) or forty (40). All time spent in the service of the employer shall be paid for time. There will be no pyramiding of overtime.

Sick leave and premium holiday pay (hours worked on the holiday) will not be considered hours worked for the purpose of computing overtime. There shall be no pyramiding of overtime or premium pay.

Voluntarily coming to work a shift in addition to the normal work week is not call back, it is hours worked. These hours may end up being overtime, although officers understand this might not be overtime if they use sick leave or there is a premium paid holiday in that same pay period.

Subd. 8. – Workweek: The workweek is computed from 12:00 A.M. on Monday of each week to 11:59 P.M. Sunday of each week.

Subd. 9. – Hours not Counted: Jury duty, military leave, and sick leave are not counted as hours worked in the computation of overtime.

Subd. 10. – Notice of Forced Overtime: Employees shall be given as much notice as is possible of forced additional duty hours to be worked. The intent is that Sergeants notify employees being forced as soon as the Sergeant knows of a forced situation.

Subd. 11. – Compensatory Time: Members of the Detention Facility Bargaining Unit must elect individually for a fiscal year at a time to:

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

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

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

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

The employee must agree in writing, each June, in advance of the upcoming fiscal year, to accept comp time in lieu of overtime pay for the physical year and must indicate her/his preference for comp time on a Yellowstone County Overtime Comp Time Selection form which is found on the employee Neo-Gov account. If an election is not made in June of the fiscal year, the election will remain the same as the previous year.

Members of the Detention Facility Bargaining Unit may cash out comp time leave balances (in full or partially), on a pay period basis with proper notification.

Section 3 – Work Schedule:

Subd. 1. – Schedule:

1. Employees will bid their work schedule by seniority. Temporary assignments, emergencies, modified duty, and additional duty hours may change schedules. Consideration will be given to an employee volunteering to move to a post vacated. Employees will be given a 5-day notice of the change except in emergencies, or if waived by the employee.
2. Permanent changes in schedules or days off can only be made at the time of shift bids, and employees must be advised of the changes a minimum of fifteen (15) calendar days before the closing of shift bids. Added staffing or FTE changes will be handled on a case-by-case basis with input from the Union.
3. All employees will be required to use the time clock.

Subd. 2. – Meal Break:

Booking Clerks and Control Officers: During any regularly scheduled shift, Booking Clerks and Control Officers are required to take a one-half (1/2) hour, unpaid meal break for their regularly scheduled shift and are entitled to take a half-hour break during the second eight (8) hour shift of a double shift. A meal break during the second shift is up to the employee. Booking Clerks and Control Officers must clock in and out for their meal breaks.

Detention Officers and Corporals: Detention Officers and Corporals will be in a paid status during their one-half (1/2) hour meal break. For officer and facility safety, Detention Officers and Corporals must respond to all emergency or assistance calls during their meal break. If a Detention Officer or Corporal leaves the facility for their meal break, they forfeit their paid lunch and must clock in and out.

Subd. 3. – Emergency Declaration: Employees shall be required to report to work during a situation, which is declared an emergency by Yellowstone County Detention Facility management. Employees may be required to work overtime, weekends, or holidays as necessary to maintain adequate security coverage.

Subd. 4. – 15-minute Breaks: Employees shall be entitled to a fifteen (15) minute break away from inmates in the first half and in the second half of their shift. Employees must stay on facility grounds during break.

Section 4 – Probationary Employees:

Subd. 1. – Probationary Period of Appointment: All employees appointed shall serve a probationary period of twelve (12) consecutive months, during which time the Employer may discharge him/her. Continuance in his position after the expiration of the probationary period shall constitute a regular appointment. Probationary Staff may be assigned to any shift. For the purpose of training, evaluation, or administrative needs, if a probationary employee is moved from an assigned shift, the shift reassignment will be temporary, thirty (30) days or less. Primary consideration when moving existing staff to cover the moving employees existing shift schedule will be based on corresponding days off of their respective assigned work schedules and seniority.

Subd. 2. – Extending Probation Period: There will be no extension of the 12-month probationary period.

Subd. 3. – Discharge of Probationary Employees:

- (1) During such probationary period, the Sheriff, without cause, may discharge any employee.
- (2) An employee discharged or otherwise removed during the probationary period shall not be re-placed on the eligible register without passing another regular examination.
- (3) A probationary employee discharged shall have no recourse.

Section 5 – Uniform Allowance:

The Sheriff's Office will provide uniforms through a Quartermaster System. All uniformed Detention staff will be issued all necessary uniform items required for their positions. A minimum of four (4) shirts and four (4) pants will be issued and maintained by staff. At the time of separation from the Detention Facility, all issued items will be returned to the Quartermaster.

Regular full-time detention officers, control operators, and booking clerks shall receive six hundred (\$600) dollars to be paid during the second month (August) of the fiscal year. Probationary employees receive the clothing allowance the first August after completing probation.

The Employer shall reimburse the employee for comparable costs for replacement or repair of a wristwatch and/or prescription eyeglasses damaged or destroyed in the line of duty. Reimbursement under the Section shall be allowed if it is determined through investigation by the Sheriff or his/her designee that such loss was incurred in the employee's line of duty. This Section shall not apply if restitution is paid to the employee by the courts, at such time the employee would pay back to the County. The maximum allowance for this provision shall be \$40.00 for a wristwatch, and reasonable repair or replacement costs for comparable eyeglasses.

Section 6 – Differential Pay:

Shift differential will be \$0.90 per hour for employees working between 14:45 and 07:15.

Day shift employees, who work into the swing shift or graveyard shift, are eligible for shift differential only if they work at a minimum of four (4) hours of a swing or graveyard shift. There is no differential paid for hours worked during the scheduled day shift or working less than four (4) hours into a swing or graveyard shift.

Section 7 – Pay Date:

The employer agrees to pay on a monthly schedule or on a more frequent basis as other County employees are paid, depending on the County payroll system. Paychecks shall be enclosed in a sealed envelope. Pay periods as of ratification are currently semi-monthly.

Section 8 – Call-Back Provisions:

If an employee leaves work and is called back to work and such call back is not an extension of the shift including before or after the shift, the employee will be compensated for a minimum of three (3) hours at time and one-half (1 ½) the regular rate of pay. This Section shall cover call back for court time. A subpoena is necessary to receive court time pay. Mandatory meetings outside a scheduled shift are considered call back. The Detention Commander defines mandatory meetings.

Callback pay is generally pay to an employee who has previously left the employer's premises, returned to his/her home, is out of uniform or is pursuing personal interests, and is required by a Sergeant or higher to return to work before his/her next scheduled work shift. Callback is generally on an infrequent and sporadic basis without prearrangement.

Section 9 – Safety and Training:

Subd. 1. – Equipment: The Employer shall require that all equipment conforms to safety standards and all employees shall follow safety regulations.

Subd. 2. – 40-hour Training: If an employee completes any required training course of 40 hours or more, and it concludes during their scheduled work week, the employee will not be required to work their scheduled shift the day after the training is concluded. The employee should notify the scheduling Supervisor prior to the start of the training session regarding their return date to scheduled duty.

Subd. 3. – Training After Shift: If an employee chooses to attend a required training session at the Detention Facility that is scheduled to begin within one (1) hour of the conclusion of their scheduled shift at the Facility, the employee may chose to remain “in service”, with pay subject to assignment by the Supervisor on duty, until the start of the training session. Choosing not to remain “in service” or choosing to attend another training session not within one (1) hour of the conclusion of their shift, is not subject to the “call-out” provision.

Section 10 – Accident Responsibility:

Each person covered by this Agreement agrees that:

1. Safety is of the utmost importance and agrees to comply with all safety procedures and practices established through training and policy and procedure.
2. To work in accordance with information, instruction, and training provided.
3. To refrain from intentionally misusing or recklessly interfering with anything that has been provided for health and safety reasons.
4. To report any safety hazards to a Command Staff.

The employer agrees to supply, provide, and make available all safety and training equipment as determined by the safety committee (one Sergeant and one Officer) and administration.

The employee shall, to the best of his/her ability, complete an accident/incident report form, provided by the employer, immediately after an accident or at the latest upon completion of shift, and return it to his/her supervisor, who shall forward it to the Detention Commander or designee for review. All accidents and injuries regardless of their magnitude shall be reported, and failure to do so may result in delay or denial of possible worker’s compensation benefits and/or disciplinary action. If an employee leaves work because of work-related injury or illness, sick leave will be used even if they return that same day.

Subd. 1. – Annual Tests and Vaccinations: The Employer shall offer to all employees at the Facility an annual TB test and hepatitis A & B shots and flu vaccine at no cost to the employee. It is understood that participation by the employee is strictly voluntary.

Section 11 – Lockers:

On a space available basis, the Employer agrees to provide locker space in the general work area, one locker per employee.

Section 12 – Parking:

The employer agrees to provide parking for employee vehicles upon availability.

ARTICLE VI – DISCIPLINARY PROCEDURE

Section 1 – Just Cause:

Employees may be subject to disciplinary action by the Employer for just cause. At the time of formal disciplinary action, i.e., written warning, suspension, or discharge, the affected employee may request a Union representative or job steward be present during the meeting. However, if the employee does not want Union representation, he/she may sign a waiver sheet to be supplied by the Union.

Section 2 – Timeframe:

Progressive discipline is the preferred method of discipline by all parties although the Sheriff or his designee may take whatever action he/she deems necessary and appropriate under the circumstances. The employee and the Union shall be notified in writing of any intended disciplinary action or potential investigation anticipated within twenty (20) calendar days after the Detention Commander, Undersheriff, or Sheriff is aware of a probable violation.

In the event of an investigation for any conduct by a Detention Facility employee, which may be suspected of being criminal in nature, the Sheriff may withhold notification to either the employee or the Union, in the interest of the investigation.

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 written notification and acknowledgement by the Union, the twenty (20) calendar day period will be waived for a reasonable period. Investigations can range from speaking to the employee to hiring an independent investigator.

Section 3 – Acknowledgement by Signature:

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 to the Union. For the purposes of this section, letters of consultation, verbal and written reprimands shall be deemed minor discipline; and suspensions, demotions, and dismissal are deemed serious discipline.

Two (2) years after exhausting administrative 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. Disciplinary documentation shall be considered permanent contents of the personnel file of an employee.

Section 4 – Probationary Status:

Employees on probationary status may be discharged at any time during the probationary period and will not be subject to the above provisions.

**ARTICLE VII – VACATION, LEAVE OF ABSENCE,
SICK LEAVE, AND HOLIDAYS**

Section 1 – Annual Vacation Leave:

See County Policy. Employees of the Union are entitled to annual leave benefits as set forth for all public employees in Section 2-18-611, 612, 614, 617, and 621 MCA.

Subd. 1. – Vacation Requests: Any vacation request submitted after the request deadlines (March 20, September 20 and the 20th of other months) shall be granted or denied within 7 calendar days. Staff must submit (by established practice) vacation requests to the on-duty supervisor. If staff does not submit vacation requests to their shift supervisor, the seven-day period will begin when the supervisor becomes aware of the request slip. Vacation requests submitted, received, and dated by the 20th of the “Shift Change Month” for the following five-month period will be awarded as if the facility is fully staffed in accordance with the minimum staffing requirements and granted by seniority. Any subsequent vacation requests must be submitted by the 20th of the month preceding the date of the requested vacation and will be considered on a first come first served basis. The employer shall make a concerted effort to grant vacation requests that are submitted in a timely manner. At least two staff persons may be accorded vacation if request criteria are met.

Subd. 2. – Commencement of Vacation: An employee’s vacation shall commence on the end of said employee’s regular scheduled shift.

Subd. 3. – Rescinding Approved Vacation: Once a vacation has been granted to an employee, it will not be rescinded except if, on the first day of the month in which the leave was scheduled, the employee has insufficient vacation leave balance to cover the request or in extraordinary or emergency circumstances. In the event that a vacation is approved and is later found to be causing a forced overtime situation, then the supervisor and the employee should discuss possible alternatives, and if possible, rescheduling of their vacation days to minimize negative impact on staff. In the event that the employee cannot reschedule the vacation day that was approved and it is going to cause forced overtime, the forced overtime situation will occur and the employee will receive their vacation. Vacation may be rescinded if the employee bids to change shifts or days off prior to the date of the vacation and at which point the vacation will cause forced OT or negatively impacts jail operations.

Subd. 4. – Rate Earned: Vacation leave credits shall be earned at a yearly rate calculated in accordance with the following schedule: See employee handbook.

Years of Employment

Working Days Credit

1 full pay period through 10 years	15
11 years through 15 years	18
16 years through 20 years	21
21 years on	24

Subd. 5. – Accumulation of Leave – Cash for Unused – Transfer:

- (1) Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of any calendar year.
- (2) An employee who terminates his employment with the County for reason not reflecting discredit on himself shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in 2-18-611.
- (3) However, if an employee transfers between agencies of the same County there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

Subd. 6. – Unlawful Termination:

It shall be unlawful for an employer to terminate or separate an employee from his employment in an attempt to circumvent the provisions of 2-18-611, 2-18-612 and 2-18-614. Should a question arise under this Section, it shall be submitted to arbitration as provided in Title 27, Chapter 5 unless there is a collective bargaining agreement applicable.

Subd. 7. – Military Leave Considered: As provided for in Federal and State laws and County policy. In all instances the employee will submit a copy of their military orders, upon receipt, to substantiate such leave request.

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 is an unexcused absence and may result in a deduction of pay and/or disciplinary action. Sick leave must be approved or denied by your supervisor.

Upon supervisory approval, sick leave may be used for:

- Illness
- Injury
- Medical disability
- 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
- Quarantine resulting from exposure to a contagious disease
- Medical, dental or eye examination or treatment

- 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) does 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.

Attendance Incentive Plan: An employee who has not used any unscheduled sick leave for one (1) quarter (January – March, April – June, July – September, October – December) shall receive four (4) hours¹ of vacation leave as an attendance incentive. For purposes of this Section, “unscheduled sick leave” means sick leave used without advanced notice to the Administration, including call-offs or the employee's next scheduled shift.

Any employee who utilizes unscheduled sick leave during the applicable quarter shall forfeit eligibility for the attendance incentive for that quarter. This forfeiture provision shall not apply to pre-approved, scheduled medical appointments, routine medical or dental care, and approved Family and Medical leave appointments in accordance with County policy and Detention Center procedures.

The Sheriff’s Office/ Detention Center reserves the right to require an examination or medical certificate per County policy. Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payments provided for in this section.

- (1) Detention staff, which calls off duty with a qualified reason for the usage of sick leave hours, must speak directly to the shift supervisor on duty. At this time the nature of the illness or injury must be reported. An address and phone number must be given at this time where the absent employee will be, if further contact is necessary. The fact that the Detention staff does not answer a phone call, will not, by itself, be cause for disciplinary action.
- (2) If the sick leave being taken is for the care and attendance of a qualified immediate family member, as outlined in Yellowstone County Policy, the need requiring the particular staff members presence should be specified at the time they speak with the on-duty supervisor.
- (3) The County has an obligation to all employees to monitor the use of sick leave and take appropriate action to ensure benefits are paid only for qualified absences.

Section 3 – Doctor Certification:

- (a) If an employee is requesting sick leave for three (3) or more consecutive days, or has 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

¹ Parties agree this is a pilot program intended to curb overtime resulting from call-offs. Both parties will evaluate the program after one (1) year of implementation and then decide on the future of the program.

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) If the employer feels the employee is abusing sick leave, the employer may require a statement signed by a physician or his or her designee who has examined the employee upon the employee's return to work or before approving future sick leave requests of any duration.
- (c) For sections (a) and (b) Yellowstone County is not responsible for costs, if any, for the employee obtaining the written or signed statement by a physician or his or her designee who has examined the employee.
- (d) No physician shall be expected to provide any information about conditions which are privileged or confidential by law.
- (e) An employee is required to notify the employer that he/she will not report for work due to an illness a minimum of 60 minutes prior to the scheduled shift.
- (f) 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 – Family Medical Leave Act (FMLA) Requirements:

Employees utilizing FMLA leave for their own health condition shall, when asked by management, notify management in writing, regarding their medical status and their intent to return to work. In the event an employee nears the expiration of their allotted FMLA leave, Yellowstone County will initiate an interactive dialogue with the employee about returning to work. The employee will be required to submit a written medical release to return to work from the employee's health care provider, certifying that the employee is able to resume work and perform the essential functions of the job (either with or without a reasonable accommodation).

Subd. 1. – Leave without Pay: In the event an employee has experienced a non-work-related illness or injury and has exhausted all FMLA leave, Yellowstone County will initiate an interactive dialogue with the employee about returning to work, and a timeframe for returning to work. Employees, upon application in writing, may be granted a leave of absence without pay. The length of such leave, including effective date and termination date, must be included in the approved leave.

An employee unable to return to their job as the result of a non-work-related injury/illness and discharged from employment will be afforded a one (1) year preference, from date of discharge, to return to the same or similar position with this bargaining unit. Before returning to work, the employee will be required to submit a written medical release to return to work from the employee's health care provider, certifying that the employee is able to resume work and perform the essential functions of the job.

Subd. 2. – Workers’ Compensation Act: In the event the employee experiences a work-related injury or illness and is discharged from employment because they 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 two (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”.

Subd. 3. – Military Leave: To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority.

Section 5 – Holidays:

Subd. 1. – Holiday Pay and Premium Pay for Working Longer than Shift: The scheduled holiday is from 22:45 the eve of a holiday to 22:45 on the holiday.

An employee required to work on the actual holiday (not the observed holiday), excluding the statutory general Sunday holiday as cited in M.C.A. 1-1-216(a), shall receive hourly compensation in the form of time and one half (1 ½) hours pay for each hour worked during their regular 8-hour schedule on the holiday (premium pay), plus the 8-hour holiday pay at the straight time rate.

An employee working hours beyond his/her regular shift on a scheduled holiday shall receive a rate of two and one-half (2 ½) times their regular rate of pay for all additional hours worked on that holiday.

For example, an employee working their normal shift will get their 8-hour holiday pay at straight rate plus 8-hours premium pay at 1 ½ times their regular rate for a total of 2 ½ times their rate. If the employee works beyond their shift, such as a double shift, they will get premium pay of 2 ½ times their regular rate for hours worked on the holiday beyond their normal shift.

This shall be in the form of paid compensation.

An employee who is not required to work on the actual holiday shall receive eight (8) hours of holiday pay at the regular rate, and should circumstance require, the employee may charge the remaining hours required to reach 80 hours (two (2) hours of the 10-hour shift) to vacation.

During the standard, ordinary, usual shift, the employee receives 8-hour holiday pay at the straight rate time. Less than full time employees will receive a pro-rated share of the 8-hour holiday based on their budgeted FTE status.

Actual Holidays are observed for the duration of this Collective Bargaining Agreement (not the County Observed Holidays):

New Year's Day – January 1
Martin Luther King Day – Third Monday in January
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Independence Day – July 4
Labor Day – First Monday in September
Columbus Day – Second Monday in October
Veteran's Day – November 11
Thanksgiving Day – Fourth Thursday in November
Christmas Day – December 25
State General Election Day

Subd. 2. – Holiday/Sick Leave: An employee who calls off their regularly-scheduled shift on a recognized paid holiday will be paid from their sick leave accrual and are not entitled to the Holiday Pay or any other pay compensation. If the employee has no accrued sick leave time, vacation time will be used. If the employee has no accrued sick leave or vacation leave, that day will be leave without pay.

Section 6 – Bereavement Leave:

Per County Policy. An employee may attend the funeral of a co-worker in the Sheriff's Office, or a law enforcement officer in another jurisdiction in Montana, upon approval of the Sheriff or his/her designee without causing a loss of pay.

Section 7 – Maternity Leave:

Per 49-2-310-11 et seq., MCA.

Section 8 – Leaves With or Without Pay:

Employees may take leaves of absence with or without pay subject to the prior approval of the Sheriff or designee. Requests must be submitted in writing to the Sheriff within a reasonable time prior to the requested starting date. The request must also state the reason for the leave and the requested duration of the leave. The Sheriff shall respond to the employee in writing giving the reason for denial.

Section 9 – Jury Service:

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

ARTICLE VIII – HEALTH AND MAJOR MEDICAL INSURANCE

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

ARTICLE IX – GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 – Grievance and Arbitration:

A grievance means any dispute over the interpretation or application of this Agreement. Any and all labor and employment disputes regarding issues bargained and contained within this Agreement, including but not limited to, wage claims, will be covered by the grievance procedure.

The Union shall not be required to pursue employee grievances if, in the 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 Union shall be the exclusive representative of the employee(s) covered.

Failure of the grievant or the 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 Union to proceed to the next step. Time limits may be extended by mutual agreement between the parties. Extensions must be in writing.

Step 1: Informal Meeting: The employee and/or the steward shall first attempt to informally settle the problem prior to fourteen (14) calendar days of the origin of occurrence, with the employee's immediate supervisor. If the employee is not satisfied with the progress at Step 1, they are encouraged to proceed to Step 2.

Step 2: Initiating Formal Grievance: If an employee files a grievance, the employee, in concurrence with the Union, shall state the grievance in writing within fourteen (14) calendar days of the origin of the occurrence, and shall submit the statement to the Department Head or Elected Official with a copy to Human Resources. This statement shall contain the following:

- 1) The employee's name;
- 2) A statement of the nature of the grievance;
- 3) Contract provision allegedly violated;
- 4) A proposed solution to the grievance;
- 5) The employee's and Union Representative's signature and date.

The Department Head or Elected Official shall have fourteen (14) calendar days to respond to the grievant in writing with a copy to the Union.

Step 3: Grievance Meeting: In the event that the Union is not satisfied with the disposition of the grievance in Step 1, it shall be referred in writing by the Union to the Director of Human Resources or designee within fourteen (14) calendar days after receiving the (Department Head or Elected Official) response in Step 1. A meeting between the Director of Human Resources, (Department Head or Elected Official), Grievant, Job Steward, and Secretary/Treasurer of Local 190 or designee shall be held at a mutually agreeable time, within fourteen (14) calendar days. If the grievance is settled, it shall be reduced to writing by the Director of Human

Resources, and signed by the Union, the grievant, and the Director of Human Resources or designee.

Step 4: Federal Mediation and Conciliation Services (FMCS), optional:

1. The parties must submit a signed, joint request for FMCS 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, 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. FMCS 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 grievance mediation, nor any documents prepared for a mediation session, can be used during arbitration proceedings.
11. The parties must agree to hold FMCS and FMCS mediators harmless for any claim of damages arising from the mediation process.
12. The parties must agree to these procedures and guidelines.

Step 5: Grievance Board: In the event that the Union is not satisfied with the disposition of the grievance in Steps 2 or 3, fourteen (14) calendar days after step 2 or fourteen (14) calendar days after conclusion of Federal mediation, a Grievance Board of three (3) members will be selected as follows:

1. 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 chairperson and Hearing Officer.
4. In the event the Grievance Board is unable to agree upon a third member within 14 calendar days, then the matter will be referred to Step 5, arbitration.

None of the delegates will be employees of Yellowstone County or the Union or Union legal counsel. The Grievance Board shall conduct a hearing within thirty (30) calendar 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 fourteen (14) calendar 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 authority of the Grievance Board shall be specifically limited to the matters submitted to the Grievance Board and the Grievance Board shall have no authority to amend, alter, modify, or change any provisions of this Agreement or County policy.

Step 6: Arbitration: If the grievance is the result of a termination or demotion, or if the Union and County is unable to select a third member in Step 5, the Union may pass over Steps 4 or 5 and refer the grievance to arbitration in accordance with the specific terms, procedures, and limitations of this Article. This must be done within fourteen (14) calendar days of the meeting in Step 3.

Within fourteen (14) calendar days after delivery of the County's written decision in the grievance procedure Step 3, or within fourteen (14) calendar days of the end of mediation, the Union shall deliver written notice to the office of the Human Resource Director and (Department Head of Elected Official) advising that the Union has submitted the grievance to arbitration. Failure by the Union to provide such timely notice of its intent to arbitrate shall result in the grievance being deemed moot and not arbitrable.

The Union and the County agree that the arbitration process shall begin immediately and move forward in a timely manner. Absent a conflict with the Arbitrator's schedule, both parties agree to make the arbitration step a priority with the intent to resolve it in an expeditious manner.

If the Union and the County representatives shall be unable to mutually agree to selecting an impartial arbitrator, the Union representative shall submit a written request to the Director of the Federal Mediation and Conciliation Service, Montana or Regional, or the Montana Department of Labor and Industry, requesting a list of five (5) arbitrators. The Union and County representatives shall alternate striking names from such list, the order of striking to be determined by 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 Union.

The arbitrator's written decision shall be final, conclusive, and binding upon the aggrieved employee, the 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 Union.

The authority of the arbitrator shall be specifically limited to the matters submitted to the arbitrator and the arbitrator shall have no authority to amend, alter, modify, or change any provisions of this Agreement or County policy.

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

Section 2 – General Provisions:

1. If the grievant or Yellowstone County representative is on an authorized absence during the entire time frame at any level in this policy, calendar days will be calculated from the return-to-work date or days shall be prorated based on calendar 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, however, all time spent in grievance hearings shall be paid for time. A 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. Subpoena to, or participation in, a personal or individual court or administrative hearing action must be vacation time or leave without pay.
4. Employees shall not be retaliated against for filing a grievance under this procedure. If an employee believes he/she is experiencing retaliation for filing a grievance, he shall immediately report such conduct to the Union and Human Resource Director or the Board of County Commissioners.
5. An employee must have successfully completed his/her probationary period in order to file a grievance.
6. Two or more grievances may not be joined or consolidated for a hearing by the Grievance Board except upon agreement of both parties.

ARTICLE X – SENIORITY

Section 1 – Seniority Definition:

Seniority shall be by classification, and, in the case of layoff, recall, and vacation, seniority shall mean an employee's continuous regular employment with the Yellowstone County Detention Facility.

Section 2 – Seniority Calculation:

Seniority in the case of layoff and recall shall be computed from the date the employee began continuous regular employment within the Yellowstone County Detention Facility.

- A. To be absent from the job due to a leave of absence without pay that exceeds one (1) year will be considered lost time for the purpose of seniority; however, previous service upon re-employment shall count toward seniority.

- B. An employee's continuous service for purposes of seniority shall be broken by voluntary resignation, discharge for cause, and retirement.
- C. If an employee changes classifications or is promoted, seniority in the new classification will begin on the first day worked in the new classification. Longevity with the Detention Facility is not affected by such change. A change in classification terminates seniority in the previous classification, except for layoff or recall. However, if a promoted employee is demoted for any reason, he will automatically regain his seniority in the lower classification. If an employee leaves to join the Yellowstone County Sheriff's Deputies and returns to the Detention Facility, their seniority will return to the day they had originally left YCDF.
- D. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made.
- E. Layoffs caused by reduction in force shall be in order of seniority within the classifications listed in this Agreement, that is, the employee last hired shall be the first laid-off provided, however, that the remaining work force has the qualifications to provide functions necessary to perform the job. Employees who are scheduled to be released shall be given at least ten (10) 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 recalled when the Employer needs additional employees. The Employer shall notify such employee to return to work and furnish the Union a copy of such notification. If the employee fails to notify the Employer upon receipt of such recall notice within three (3) working days of his/her intention to return to work, the employee shall be considered as having forfeited his right of employment.
- F. An employee whose position is to be abolished and who has more seniority than an employee in another job classification may replace that employee provided he meets the minimum occupational qualifications. Employer shall post a seniority list bi-annually with copies to the Union.

Section 3 – Shift Bids:

- A. Twice each year, March 1st and September 1st, shift assignments will be bid with seniority and qualifications taken into consideration. Shift bidding by employees shall be completed on or before these dates.
- B. Vacancies occurring within the first three (3) months of a shift bid period shall be bid by seniority. Such bids shall be posted for five (5) calendar days. Once an existing staff person fills that initial vacant position, the bidding process is terminated.
- C. Days off shall be determined by classification seniority and shift seniority for detention officers. (The most senior person on a shift shall have first choice of days off and so on down the line). Days off for control operators and booking clerks are established by the shift bid.

Section 4 – Detail Assignments:

The detail of Classification Officer(s), Detention Transport Officer, Video Arraignment Officer, Inmate Work Detail, Mail/Mittimus Officer and Property/Visiting Officer, Medical Escort and Inmate Labor Officer positions will be assigned on a pre-bid assignment. Due to the unique nature of these positions with respect to relevant experience, necessary knowledge, skills, and background, these positions may not be assigned on a strictly seniority, competitive bid. The Sheriff has the final decision in selecting who will be assigned. Detail assignments are exempted from forced overtime.

ARTICLE XI – MISCELLANEOUS PROVISIONS

Section 1 – Personnel File:

If an employee desires to see his/her personnel file, upon request to his/her supervisor, he/she may examine the file in the presence of a supervisor. The Union agrees this privilege will not be abused. Employees may have copies of their file, as long as the number of copies is reasonable, at no cost. Employees will be allowed 24 hours to review their performance appraisal.

Section 2 – 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 3 – Negotiations:

Negotiations may 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 Agreement. Negotiations at this time will be confined to the particular matter affected.

Section 4 – Administration of the Agreement:

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 Agreement.

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 5 – 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 obligation of employment.

Section 6 – No Lock-Out Provision:

The employer shall institute no lockout of employees during the term of this Agreement.

Section 7 – Drug and Alcohol Free Workplace:

Per County Policy.

ARTICLE XII – DURATION OF AGREEMENT

Section 1 – Term and Reopening Negotiations:

The duration of this Agreement shall be three (3) years, based upon the employer’s fiscal year; provided, however, one party gives written notice to the other party at least sixty (60) days, and not more than ninety (90) days, before its current expiration date of its intention to terminate, amend, or modify the Agreement.

Section 2 – Effect:

This Agreement constitutes the full and complete Agreement between the County and the 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 Employer’s fiscal year runs from July 1 of each year to June 30th of the following year. The terms of this Agreement shall be July 1, 2026, to June 30, 2029.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS LOCAL UNION #190

Mark Morse, Chairman

Doug Studiner, Business Agent

Mike Waters, Member

Chris White, Member

Attest:

Jeff Martin, Clerk & Recorder