

AGREEMENT

BETWEEN

THE COUNTY OF  
MISSOULA  
AND

THE MISSOULA  
COUNTY DEPUTY  
SHERIFF'S  
ASSOCIATION  
FROM

JULY 1, 2023

THROUGH

JUNE 30, 2025

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This AGREEMENT is made and entered into between the COUNTY OF MISSOULA, Missoula, Montana, hereinafter referred to as the "EMPLOYER", and the MISSOULA COUNTY DEPUTY SHERIFF'S ASSOCIATION, hereinafter referred to as the "ASSOCIATION."

## ARTICLE 1 PURPOSE

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 ASSOCIATION; 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, officer safety, and other conditions of employment.

## ARTICLE 2 RECOGNITION

Section 1. The EMPLOYER recognizes the ASSOCIATION as the exclusive representative for all employees covered by this AGREEMENT.

Section 2. This AGREEMENT shall cover all full-time regular deputy sheriffs of Missoula County, Montana, with the exclusion of the sheriff, undersheriff, and deputies with the rank of captain or above.

Section 3. The ASSOCIATION shall provide the EMPLOYER with a list of Association representatives who may be contacted for the transaction of business with the ASSOCIATION. The EMPLOYER representative will be the County's Director of Human Resources.

## ARTICLE 3 ASSOCIATION SECURITY AND DUES COLLECTION

Section 1. All employees covered by this AGREEMENT may elect to become members of the ASSOCIATION on or after the effective date of this AGREEMENT and may maintain their membership with the ASSOCIATION.

Section 2. Any employee who elects to become a member of the ASSOCIATION shall pay a monthly service charge to the ASSOCIATION as a contribution towards the administration of this AGREEMENT. The amount of this monthly service charge shall be determined by the ASSOCIATION.

Section 3. 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 the Association Secretary and shall deliver the dues to the Association Treasurer.

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

## ARTICLE 4 MANAGEMENT RIGHTS

Section 1. A. 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 department and the methods and means necessary to fulfill that mission, including the discontinuation of services, positions, or programs in whole or in part; the determination of the content of a job description, (as modified in Article 7); 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 the taking of all necessary actions to carry out its missions in emergencies. B. Changes in the Missoula County Sheriff Department's Policies and Procedures Manual that affect the wages, hours, benefits or working conditions of the employees in the bargaining unit shall be submitted to the Association President sufficiently in advance of implementation that the ASSOCIATION has a reasonable opportunity to review and comment on the intended changes.

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.

Section 3. The EMPLOYER agrees that no services or work of the kind, nature or type covered by, presently performed, or hereafter assigned to the bargaining unit will be sub-contracted, transferred, leased or assigned, in whole or in part, to others if it would cause the separation from employment of any bargaining unit member or a reduction in the number of bargaining unit positions without the mutual consent of the parties.

## ARTICLE 5 NO STRIKE - NO LOCKOUT

The ASSOCIATION agrees to the essential nature of the services provided by its members in protecting the public welfare. In recognition of this fact, the ASSOCIATION agrees that there shall be no work interruptions, slowdowns, or strikes at any time. In the event of unauthorized interruptions, the ASSOCIATION 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 6 NON-DISCRIMINATION

The EMPLOYER and the ASSOCIATION agree that neither shall discriminate against any employee, or applicant for employment, in violation of law.

## ARTICLE 7 JOB DESCRIPTIONS

Section 1. It shall be the responsibility of the Human Resources Office to prepare job descriptions which define the duties, and qualification requirements for each position covered by this AGREEMENT. No job description may be changed without the EMPLOYER providing advance notice to the ASSOCIATION regarding the proposed change and, if requested, bargaining in good faith over such proposed change in accordance with the law. Job descriptions shall be attached to the collective bargaining agreement for reference purposes only, and their attachment in no way restricts the EMPLOYER's right to modify job descriptions in accordance with this Section.

Section 2. While the ASSOCIATION recognizes the Sheriff's right to require employees in certain job classifications to perform deputy coroner responsibilities, and while such employees are eligible for a deputy coroner pay differential as provided in Article 29, an employee who has provided medical certification of a legitimate, bona fide medical condition that would prevent the employee from carrying out these coroner responsibilities shall not receive a reduction in rank due to such a medical restriction. Nothing in this Agreement restricts the EMPLOYER from seeking a second opinion or independent medical evaluation from a qualified medical provider, provided this evaluation is at the EMPLOYER's expense. The ASSOCIATION understands and agrees that the EMPLOYER may require an employee to participate in such a medical evaluation. An employee who is permanently restricted from carrying out coroner responsibilities due to such a medical reason shall not be eligible to receive the coroner pay differential in Article 29.

## ARTICLE 8 PERFORMANCE EVALUATIONS

Section 1. The EMPLOYER shall establish a system of periodic employee performance evaluations. The Sheriff or his designee shall complete a written report on forms provided by the Missoula County Human Resources Office 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 at the end of the probationary period or at lesser intervals if deemed by the employee, the employee's immediate supervisors, or by the Sheriff 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 made at least once a calendar year.

Section 4. All employee performance evaluation reports shall be reviewed with the employee by the supervisor conducting the performance evaluation. The Sheriff, Undersheriff, or the Sheriff's designee shall review the performance evaluation. Employees shall have the right to present a written appeal of their performance evaluation to the Sheriff within thirty (30) days from

the employee's evaluation interview.

Section 5. An employee receiving a performance evaluation reflecting less than satisfactory performance shall receive written notice from the supervisor detailing the reasons for the less than satisfactory rating and outlining what the employee needs to do to bring his/her performance up to a satisfactory level. Subject to other applicable provisions of this AGREEMENT, subsequent documentation reflecting continued unsatisfactory performance may be grounds for disciplinary action and termination.

## ARTICLE 9 FILLING VACANCIES

Section 1. When an entry level position within the department covered by this AGREEMENT becomes vacant the Sheriff shall notify the Missoula County Human Resources Department who shall promptly open up recruitment for the position, including placement of appropriate advertisements.

Section 2. All appointments, including new hires and promotions, shall be based on merit principles. Positions covered by this AGREEMENT open for promotion shall be filled by qualified persons within the bargaining unit when such persons are interested in and are capable of performing the duties of the vacant position.

Section 3. 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 or will be terminated by the Sheriff with or without cause and without recourse.

Section 4. A promoted employee shall be required to serve a new trial period of six (6) months, except that the Sheriff or his designee may extend such trial period for up to an additional six (6) months. Promoted employees shall be evaluated at the end of each three (3) month period. In the event the promoted employee does not satisfactorily complete the trial period, the employee will be reverted to a position with a rank and rate of pay commensurate to that enjoyed by the employee before the promotion.

Section 5. When a position allowing for promotion or transfer within the department covered by this AGREEMENT becomes vacant the Sheriff shall notify the Missoula County Human Resources Department who shall promptly open recruitment for the position, develop the posting, and post the notice of such vacancy on a bulletin board designated for such purposes at least seven (7) days, excluding Saturdays, Sundays and holidays, prior to filling such vacancy.

When any additional duty assignment as listed in Article 29 or similar specialized duty assignment that does not include additional compensation is to be made, the Sheriff shall have Human Resources post a notice as described previously in this section.

Section 6. The Human Resources department shall accept applications for all posted vacancies and promotions and ensure all candidates meet the minimum qualification requirements stated in the job description. After completion of initial screening and the department's selection processes, a list of qualified applicants shall be referred to the Sheriff, or his designee, who shall

make the final selection.

Section 7. The Sheriff or selection committee shall establish selection criteria and a selection process prior to posting the position or additional duty assignment. Information on the selection process will be included in the posting. Examples of selection criteria and process activities include:

- written,
- oral interviews or assessment center examinations,
- practical exercises,
- seniority,
- experience,
- education,
- training,
- relative ability,
- or other relevant, job-related factors.

After reviewing applicants' qualifications, the Sheriff or selection committee shall select finalists for interviews. Finalists shall be ranked based on the Sheriff's or selection committee's assessment of the above factors and the finalists' interviews. The final ranking shall be available to all the finalists and to the Association President upon request.

If the Sheriff's Office changes the selection process for any bargaining unit position, or for additional duty assignments posted in accordance with section 5 of this Article the EMPLOYER agrees to notify the ASSOCIATION in writing sufficiently in advance of using the selection procedure to allow the ASSOCIATION a reasonable opportunity to review and comment on the change.

## ARTICLE 10 DISCIPLINE & DISCHARGE

Section 1. No employee covered by this AGREEMENT who has successfully completed the probationary or trial period for a given rank shall be disciplined, demoted or discharged without just cause.

Section 2. An employee shall be notified of any non-criminal investigation, which may result in any adverse action before such investigation begins. Administrative Leave may be used by the Employer to insure a fair and objective investigation occurs, to reduce potential conflicts or for other legitimate business needs of the Employer. Administrative leave is non-disciplinary in nature, shall not be noted in the employee's personnel file, and an employee placed on administrative leave shall continue to be paid at their normal hourly rate. Employees on administrative leave are subject to recall by the Employer.

Section 3. Discipline and Discharge shall be in accordance with the requirements and procedures provided in the Law Enforcement Bill of Rights, Article 35 of this agreement.

Section 4. When the Sheriff terminates the employment of a deputy, a written notice shall be provided to that deputy setting forth the reasons for the termination of the deputy's employment. A copy of that notice shall be provided to the ASSOCIATION.

## ARTICLE 11 SENIORITY

Section 1. All employees shall be in a probationary status without seniority for the first twelve (12) months of employment as a deputy sheriff. Upon successful completion of the probationary period employees shall accrue seniority from the date of their employment as a deputy sheriff. If more than one employee is hired on the same date, the Sheriff shall determine their relative seniority rank and that ranking shall be communicated to the employees in writing at the time of hire and shall be noted in the employee's personnel file.

Section 2. Seniority shall not accrue during layoff, or while an employee is on leave of absence without pay in excess of fifteen (15) days.

Section 3. Seniority shall terminate upon resignation, discharge, retirement, and layoff or leave of absence, other than military leave, in excess of six (6) months or by failure to report after recall from layoff.

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. Provided qualifications and ability are equal as indicated by Article 9, Section 5, seniority shall apply to promotions.

Section 5. A seniority list shall be maintained listing employees by date of hire taking account of lapses in seniority accrual. The list shall be kept current showing all employees who have completed the probationary period. The list shall be posted.

Section 6. On layoff the least senior employee shall be the first laid off and on recall from layoff the most senior employee on layoff shall be the first recalled. Recall shall be by notice to the employee's last known address. Employees must report to work within 48 hours of receipt of notice or such longer period as may be mutually agreed or lose seniority.

## ARTICLE 12 HOURS OF WORK

Section 1. Patrol deputies with the exception of resident deputies in Seeley Lake and Condon and civil deputies, currently work a schedule agreed to by the Association and the Sheriff. Any changes to that schedule must be mutually agreed upon by the Association, Sheriff, and Human Resources, or follow the provisions of Article 12, Section 5. The Sheriff may, however, temporarily change the schedule to cover an emergency need without the notice provision in Article 12, Section 5. Patrol deputies of the same rank and qualifications (ex. FTO, SRT) shall be allowed to trade shifts with the permission of the patrol captain provided however, that permission to trade shifts shall not be denied except for a legitimate business reason.

Section 2. Civil deputies and detectives work four ten-hour days with three consecutive days



off in each seven-day period. The normal work week shall be Sunday through Saturday. Employees working ten-hour days who have Saturday and Sunday off shall be considered as having two consecutive days off.

Section 3. The normal work week shall be Sunday through Saturday. Employees working eight-hour days, who have Saturday and Sunday off shall be considered as having two consecutive days off. Resident deputies shall work a flexible shift, the days and hours of which shall be mutually determined between the Deputy and the Patrol Captain based on department needs and requirements, and which, for example, could consist of either four consecutive 10-hour days with three consecutive days off, or five consecutive eight-hour days with two consecutive days off. Any change to a Resident Deputy's agreed-upon schedule will comply with the stipulations of Article 13 Sections 4 and 5 of this agreement.

Section 4. Patrol deputies working twelve-hour shifts are entitled to two forty-five-minute breaks per shift. Deputies who work eight-hour shifts and ten-hour shifts are entitled to two thirty-five-minute breaks during each shift. Detectives who work ten-hour shifts are entitled to two twenty-minute breaks per shift and a one-hour lunch period.

Section 5. The Sheriff reserves the right to modify the above schedules with one hundred twenty (120) calendar days advance written notice to the ASSOCIATION.

Section 6. Voluntary transfers from one shift to another shall be on the basis of seniority provided, however, that an employee's request for a voluntary transfer may be denied for a legitimate business reason.

Section 7. When a position becomes available in a division of the Sheriff's Office where there is a corresponding rank in other divisions, the position shall be posted as a promotional opportunity and be run as a competitive application and selection process. The requirements of ARTICLE 9, FILLING VACANCIES, Section 2, must be followed.

### ARTICLE 13 SHIFT BIDDING

Section 1. Patrol officers defined in Article 13 section 1, shall bid for placement on one of the teams for each bidding period. For the purposes of this Article, "bidding period" shall be defined as a one-year period of time beginning at the first regularly scheduled shift change on or after January 2, each year.

Section 2. On November 1 each year, officers working patrol will submit their first, second and third choices of shift assignments for the subsequent bidding period. Shift assignments shall be based on each officer's seniority or time in rank as follows:

- Sergeants will bid first according to time in rank,
- Corporals will bid next according to time in rank,
- Remaining officers will bid according to seniority with the department,
- There must be at least one FTO, one senior intoxilizer operator and one deputy coroner per team. There may be no more than three SRT members per team (not to include EOD, K-9 or Negotiator).

Section 3. Vacancies occurring during a year shall be bid by seniority.

Section 4. The EMPLOYER reserves the right to deviate from the above shift bidding provisions in order to balance experience requirements on a team or in response to staffing shortages or other legitimate staffing needs. The EMPLOYER shall post any such changes within 14 calendar days after employees bid shifts under Section 2 above. Deviations for other reasons may occur by mutual consent of the EMPLOYER and the ASSOCIATION.

Section 5. A work schedule shall be compiled no later than December 15 each year. An employee's schedule may not be changed unless the employee has 3 weeks advance notice except that the EMPLOYER may change the work schedule without prior notice in order to maintain EMPLOYER operations during emergencies.

## ARTICLE 14 OVERTIME

Section 1. All employees shall be paid at a rate of one and one-half times their base hourly rate for all hours in excess of eighty in a 14-day work period. Vacation, sick, holiday leave (either use of accrued holiday leave or holiday leave taken when the holiday occurs on a day the employee is regularly scheduled to work) personal and compensatory leave will be treated as hours worked for the purpose of determining overtime pay. Employees must receive prior approval by the Division Commander, or, in his/her absence, the shift supervisor, to work hours in excess of their regularly scheduled shift. Upon receipt of prior approval, the employer may not unilaterally adjust an employee's regularly scheduled shift to avoid the payment of overtime under this Section.

Section 2. Time spent in attendance at SRT training and for duties associated with Reserve Deputy, Cadet, Search and Rescue Coordinator/Assistant Coordinator and other after hour community service-related assignments 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 hours of compensatory time for each hour worked for the employer in excess of 80 hours in a 14-day work period, as set forth in Section 1 of this Article. After the employee has accumulated two-hundred and forty (240) 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. "On-Call" Detectives and Coroners shall receive on call pay in accordance with Missoula County Personnel Policy. On-Call status is defined to mean that the employee is required to be accessible to 9-1-1 dispatch or be accessible by telephone and available to report to work if necessary. On call detectives and coroners shall be paid \$20 per day when the employee is regularly scheduled to work and \$50 per day when the employee is not regularly scheduled to work.

Section 5. All of the time an Officer is placed on "Mandatory Standby" status for emergency call out, disaster or special response shall be considered as hours worked. Mandatory Standby may be ordered by a member of the command staff on an as needed basis. Mandatory Standby status is defined to mean that the employee must be immediately available by telephone, pager or radio for

immediate call out until the order is rescinded.

Section 6. Employees shall be paid once every two weeks.

Section 7. When an employee is called out to work during the employee's off-duty hours, the employee shall receive a minimum of four hours of pay, at one and one-half times the employee's regular rate of pay, for such a call-out. This does not apply to extensions of the employee's work shift.

## ARTICLE 15 CLOTHING ALLOWANCE

Section 1. All new employees, employed under this AGREEMENT for the first time, shall receive an advance to purchase minimum adequate clothing for the performance of their duties. The required uniform items shall be determined by the Sheriff. The employer shall provide to the employee a cash advance for the required items. The employee shall be responsible for obtaining the items and providing the employer with receipts for the purchase of these items within ninety days and settling the advance.

Section 2. Upon completion of the new employee's probationary period the employee shall receive the annual clothing allowance as described in Section 3 of this Article, except that employees completing probation after the 1st of January of any year shall receive the clothing allowance for that fiscal year prorated according to the following schedule.

|            |      |
|------------|------|
| January 1  | 100% |
| February 1 | 87%  |
| March 1    | 67%  |
| April 1    | 50%  |
| May 1      | 33%  |
| June 1     | 17%  |

Section 3. Each non-probationary employee covered by this AGREEMENT shall receive an annual clothing allowance of \$1,200.00. Such allowance must be utilized for the purchase, maintenance, or repair of required uniform components and equipment as defined in the Department Rules and Regulations. A duty weapon shall be an allowable expense following pre-approval by the Sheriff.

Section 4. Clothing allowance for new employees as designated in Section 1 of this Article shall be paid as soon as possible after employment. Such allowance shall be subject to pro rata deduction from the final paycheck in the event an employee does not serve the entire twelve (12) months for which such payment was made with the exception of an employee who expires, in which instance no deduction shall be made. The pro rata deduction provided in this Section may be waived at the discretion of the Sheriff.

Section 5. Clothing allowance as outlined in Section 3 of this Article shall be paid directly to the employee in one lump sum in a separate warrant as soon as is practicable after July 1 of each year in which this AGREEMENT is in effect. Allowances shall be subject to pro rata deduction from the final paycheck in the event an employee does not serve the entire twelve (12) months for

which such payment was made. The pro rata deduction provided in this Section may be waived at the discretion of the Sheriff.

Section 6. If an employee terminates employment prior to serving the entire twelve-month probationary period but returns required uniform items in satisfactory condition at the time of termination, the Sheriff may, at his discretion, waive the pro rata deduction.

Section 8. The EMPLOYER shall reimburse the employee for reasonable costs for replacement or repair of any required uniform component or equipment damaged or destroyed in the line of duty. Employer shall reimburse the employee for reasonable costs for replacement or repair of eyeglasses, contact lenses, or wrist watches, not to exceed \$300 (three hundred dollars), per item, damaged or destroyed in the line of duty if not repaired or replaced through a workers compensation claim. Reimbursement under this Section shall be allowed if it is determined through investigation by the Sheriff or his designee that such loss was incurred in the employee's line of duty. If restitution for such item is granted by the courts, the EMPLOYER shall be responsible for collecting the restitution.

Section 9. The EMPLOYER shall not change the color, style, etc. of any article of uniform clothing during the term of this AGREEMENT unless mutually agreed to by both the EMPLOYER and the ASSOCIATION. If an article of the designated uniform becomes unavailable, management may, after consulting and considering input from the ASSOCIATION, select a replacement article to be paid for from the individual employee's uniform clothing allowance.

Section 10. The EMPLOYER shall provide \$600.00 per fiscal year for equipment and clothing approved by the assigned special teams leader for: (1) SRT tactical team officers, (2) search and rescue coordinator and assistant coordinators, (3) EOD team officers; and, (4) each K-9 officer; and (5) Rescue SCUBA (Dive) Team members. Employees shall be paid on the same check as their annual clothing allowance.

## ARTICLE 16 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 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. 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. 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:

- (A) Illness or injury of the employee.
- (B) Illness or injury in the employee's immediate family requiring the employee's personal attendance.
- (C) Quarantine for contagious disease control provided certification is obtained from the attending physician.
- (D) Doctor or dental appointments for treatment of employee's illness, injury, or preventive care. When possible, the Sheriff shall be notified of the appointment at least forty-eight (48) hours in advance.
- (E) Illness that occurs during an employee's vacation shall be charged to sick leave.

Section 5. Immediate family shall mean current spouse, domestic partner, parents or foster parents, children, grandchildren, brothers, sisters, grandparents, father-in-law, mother-in-law, aunt, uncle, first cousin and any individual though not related by blood, who has been a permanent member of the employee's household.

Section 6. 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 record keeping 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.

- (A) 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. Sick leave shall be reported on forms prescribed by the Missoula County Human Resources Department.

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. As set forth in current Montana law, 7-32-2113, MCA: (1) A deputy sheriff who is injured in the performance of the deputy sheriff's duties and who requires medical or other remedial treatment for injuries that render the deputy sheriff unable to perform the deputy sheriff's duties must be paid by the county the difference between the deputy sheriff's net salary, following adjustments for income taxes and pension contributions, and the amount received from workers' compensation until the disability has ceased, as determined by workers' compensation, or for a period not to exceed one year, whichever occurs first. (2) To qualify for the partial salary payment provided for in subsection (1) the deputy sheriff must be unable to perform the deputy sheriff's duties as a result of the injury.

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 Sheriff that there is a position available which the employee can efficiently handle and if filling such position is approved by the Sheriff. 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 treating physician 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 treating physician may be required to return to such duty. Once the employer and employee receive a doctor's permission for the employee to return to the employee's normal job duties, the employee shall immediately return to those duties.

Section 11. If the bargaining unit or any part thereof, agrees to establish a Voluntary Employees' Beneficiary Association (VEBA), thereafter and upon written request of either party, the parties shall reopen negotiations for the purpose of negotiating items related to the operation of and contributions to the VEBA.

## ARTICLE 17 FUNERAL LEAVE

Section 1. Funeral leave shall be granted in case of death in an employee's immediate family as defined herein. Funeral leave for immediate family members will be granted for up to ten (10) consecutive working days without loss of pay. Immediate family is defined as current spouse, parents or foster parents, children, and immediate family of any of the above, and foster children. Funeral leave provided in this Section shall be charged against the employee's accumulated sick leave.

Section 2. In the event of a local funeral of a fellow Sheriff's Department employee or retired employee, up to four (4) hours leave may be used to attend the funeral, subject to the Sheriff's determination of necessary manpower to operate the Department. 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 18 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 covered by this agreement shall receive a holiday benefit equal to the number of hours they are regularly scheduled to work, for each holiday listed above. Example:

employees working 12-hour shifts shall receive 12 hours of holiday benefit; employees regularly working 10-hour shifts shall receive 10 hours of holiday benefit; and employees regularly working 8 hour shifts shall receive 8 hours of holiday benefit. Employees required to work on a legal holiday as set forth in this AGREEMENT, shall receive their regular rate of pay for hours worked on the holiday and shall be entitled at their option to either accrued holiday leave with pay to be taken at a time mutually agreed to by the employee and the appropriate supervisor or shall receive holiday pay. If an employee is scheduled to work on a day that is a holiday but is not required to work, the employee shall receive holiday pay for their holiday benefit. If a holiday falls on an employee's regularly scheduled day off, the employee shall be entitled at the employee's option to either accrue holiday leave or to receive holiday pay. A maximum accumulation of one hundred and twenty (120) hours of accrued holiday leave will be allowed. After an employee has accumulated one hundred and twenty (120) hours of accrued holiday leave under the terms of this Article the employee shall be paid for all further holidays.

Section 3. In order to be eligible for holiday pay, employees shall have worked the last scheduled day before and the first scheduled day after the holiday. If an employee has not worked either of the above days without permission of the Sheriff, he/she shall forfeit the holiday pay. Bona fide illness, accident or vacation shall be considered excused absences.

Section 4. An employee may request to be cashed out for accrued holiday leave at the employee's regular hourly rate. Such requests must be made in writing prior to the end of the pay period during which the cash-out is to occur.

## ARTICLE 19 VACATION

Section 1. As provided by State law, each employee will earn vacation credits from the first full pay period of employment at the rate of one and one-quarter ( $1\frac{1}{4}$ ) working days per month for the first ten (10) years of service, and one and one-half ( $1\frac{1}{2}$ ) working days per month for the next five (5) years of service, one and three-quarters ( $1\frac{3}{4}$ ) working days per month for the next five (5) years of service, and two (2) working days per month of service for all service after twenty (20) years.

Section 2. For calculating vacation leave credits, only regular hours shall be considered and two thousand eighty (2,080) hours shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. Employees shall not be entitled to any vacation leave with pay until they have been continuously employed by Missoula County for a period of six (6) calendar months.

Section 3. Persons must be employed six (6) qualifying months before vacation credits may be used. Vacation credit shall not be accrued during a leave of absence without pay longer than fifteen (15) calendar days.

Section 4. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Any balance of vacation leave over two times the maximum number of days earned annually as of December 31

of any given year will be forfeited without pay unless taken within 90 calendar days from the last day of the calendar year in which the excess was accrued. If the employee submits a reasonable request to use the excess vacation leave prior to March 30 of any given year, the employee shall not forfeit the leave and will have until the end of the calendar year to use the excess vacation leave. Upon termination of employment with the EMPLOYER, an employee who has worked the qualifying period will be paid for any unused vacation leave credits at the rate of pay in effect at the time of termination, provided that such rate has been in effect at least one month.

Section 5. Scheduling of vacation leave will be accomplished by cooperation between the employee and the Sheriff giving consideration to the employee's needs and the needs of the EMPLOYER. Employees may request approval for time off a reasonable time in advance of the vacation. Approval or disapproval of requests for time off shall be made within 10 days of the request, provided however that requests shall not be denied without a reasonable business reason. Employees on approved vacation leave shall not be called back to work to avoid paying overtime.

Section 6. Resident deputies 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 20 LEAVE WITHOUT PAY

Section 1. Employees who have been in the service of the EMPLOYER for at least one (1) year will be entitled to take an approved leave of absence without pay upon satisfactory proof of the need for such a leave. Requests for a leave of absence must be approved by the Sheriff, provided however, that the Sheriff's approval may not be withheld unreasonably. Leaves of absence may be granted up to three (3) months, provided, however, the EMPLOYER may approve leave of absence in excess of three (3) months.

Section 2. Requests for leave of absence without pay shall be submitted in writing and approved by the Sheriff. The request shall state the reason for the leave and the approximate length of time off the employee desires.

Section 3. No employee benefits shall accrue during a leave without pay. The employee shall be entitled to retain county insurance coverage, provided premiums are paid as required by the plan administrator.

## ARTICLE 21 MATERNITY AND PAID PARENTAL LEAVE

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



Section 2: It shall be unlawful for the EMPLOYER to:

1. Terminate a woman's employment because of her pregnancy;
2. Refuse to grant to the employee a reasonable leave of absence for such pregnancy;
3. Deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
4. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

## ARTICLE 22 EDUCATIONAL LEAVE

Section 1. Time off shall be granted to any full-time, non-probationary employee to attend job-related POST-accredited courses or courses at a public post-secondary educational institution for up to nine (9) quarter or six (6) semester credit hours per fiscal year, provided such educational leave time has been approved by the Sheriff and the Director of Human Resources. The Director of Human Resources reserves the right to limit the number of enrollees which may be allowed during any fiscal year.

Section 2. The EMPLOYER, upon receiving evidence of satisfactory completion of courses previously approved, shall reimburse the employee for the cost of books, registration fees and tuition up to a maximum of six hundred (\$600.00) dollars per fiscal year.

Section 3. Employees who enroll in classes which meet at times other than during the employee's regularly scheduled working hours are not entitled to time off during the scheduled working hours. All outside class work must be accomplished on the employee's own time.

## ARTICLE 23 PERSONAL LEAVE DAY

Section 1. Bargaining unit employees are eligible for personal leave under the guidelines set forth below. Regular full-time bargaining unit employees and regular part-time bargaining unit employees who are scheduled to work at least 1040 hours annually are eligible for personal leave.

(A) Personal leave is paid leave that may be used by an eligible employee for any purpose. An employee must request to use personal leave, and such requests are subject to approval by the employee's supervisor.

(B) At the beginning of each fiscal year, Missoula County will credit eligible full-time employees so that their total personal leave balance equals eight hours. Personal leave hours will be pro-rated for eligible part-time employees. If an employee has unused personal leave hours from a previous fiscal year, personal leave hours will be added to existing hours so that the total number of personal leave hours equals eight.

Section 2. Employees who terminate employment will be paid for any unused personal leave hours.

## ARTICLE 24 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 the County of Missoula and who has been an employee for a period of at least six months shall be given a leave of absence with pay accruing at a rate of 120 hours in a calendar year for performing military service. This leave will not be charged against leave credits earned by the employee. Unused military leave must be carried over to the next calendar year, but may not exceed a total of 240 hours in any calendar year. Reinstatement privileges of employees who have been inducted into military service as provided for under state and federal law will be followed.

## ARTICLE 25 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 four (4) hours at one and one-half (1½) times his 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 to serve as a juror or a witness during scheduled duty time shall not suffer a loss of pay as a result thereof.

## ARTICLE 26 EXTRADITION - TRAVEL

Section 1. Any employee engaged in the extradition of persons or emergency travel to, from or within the State of Montana shall be granted the use of a Missoula County charge card or may submit appropriate travel claims in accordance with the Missoula County Travel Policy for expenses incurred for the following: Allowable expenses for extraditions that are reimbursable by the State of Montana.

- (A) Allowable expenses incurred in agreement on detainer cases that are County-financed.
- (B) Allowable expenses incurred for emergency travel where necessary as determined by the Sheriff or his designee.

Section 2. Travel other than specifically addressed above shall be in accordance with the Missoula County Travel Policy attached as Addendum A.

Section 3. The Board of County Commissioners reserves the right to make appropriate amendments to the Missoula County Travel Policy, which amendments shall not reduce the amounts below those in effect on the date of this AGREEMENT.

Section 4. In cases other than extraditions, requests for travel advances shall be submitted to the Department of Financial Services a minimum of fifteen (15) days prior to departure.

## ARTICLE 27 MEDICAL/LIFE INSURANCE

Section 1. The EMPLOYER agrees to make the benefits of the County's medical and life insurance program available under the same terms and conditions as are applicable to the majority of other County employees. In addition, upon the retirement of an employee covered by this AGREEMENT and at the option of said employee, the employee shall be allowed to continue in the County's health insurance program provided the employee pays the County for the cost of such insurance. It is agreed that all insurance benefits provided under the Missoula County Employee Benefits Plan are "specifically enumerated" for the purpose of Article 40 of this AGREEMENT.

Section 2. The County will continue to pay the EMPLOYER share of medical benefits for an employee who suffers a compensable Worker's Compensation wage loss, at the contribution level at the time of injury. This contribution will cease at the earliest of the following circumstances: the employee returns to work; the employee is no longer eligible for Worker's Compensation wage benefits; the County has paid the County share of medical benefits for 365 days. This EMPLOYER contribution applies only to the County share of medical benefits costs. The employee must continue to pay his/her share of the premium. An employee may continue dental and/or optical benefits provided that the full premium amounts are paid in accordance with guidelines set forth by the Plan Administrator.

Section 3. The Employer agrees to allow employees to participate in an IRC 125 plan whereby employees can contribute toward their health benefit plan on either a pre-tax or post-tax basis as follows:

Effective the first full pay period of fiscal year 2021 the Employer will contribute an amount equal to the Employer's monthly employee-only health benefit plan contribution to be included in the employee's gross pay.

This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the Employer's health benefits plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a pre-tax payroll deduction from his/her gross pay equal to the Contribution amount. This deduction from the employee's gross pay will in turn be paid into the Employer's health benefit fund.

If an employee elects to participate on a post-tax basis, the Contribution amount shall be taxable income to the employee and the employee shall authorize the post-tax payment of the Contribution amount into the employee health benefit fund as a post-tax payroll deduction.

This Contribution amount included in the employee's gross pay serves the purpose of augmenting the employee's eventual retirement benefit through additional employee, employer, and state retirement contributions. Both parties acknowledge that employee pension contributions and employer pension, workers' compensation, and unemployment contributions will be required on the employee's additional gross income. Both parties agree that the Contribution amount is not included within and shall be excluded from the determination of the employee's regular rate of compensation as that phrase is defined under 29 U.S.C. 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the Contribution amount in employees' gross pay should be included in overtime compensation calculations, then the parties agree that no retroactive overtime pay shall be paid by the Employer and there will be a corresponding reduction to employees' monthly base wages carry out the intent of this provision which shall result in no additional costs to the Employer.

Furthermore, the Association agrees that the collective bargaining agreement does not reflect the additional cost to the Employer for adding this benefit. The additional cost to the Employer however, is included as part of the employees' overall compensation equal to the increase in monthly employer pension, worker's compensation, and unemployment contribution costs due to the inclusion of the Contribution amount in employees' gross pay.

Section 4. The ASSOCIATION and EMPLOYER agree to continue the existing relationship of partnering on providing physical fitness equipment for use by ASSOCIATION members. The EMPLOYER will contribute 50% towards the purchase of additional equipment not to exceed \$2,500.00

## ARTICLE 28 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 29 COMPENSATION

Section 1. Pursuant to section 7-4-2508 MCA, the compensation of the employees shall be the following percentages of the salary of the sheriff. For purposes of this section, the term “compensation” means the base rate of pay and does not mean longevity payments or payments for hours worked overtime.

All other members of this bargaining unit shall receive an increase effective June 25, 2023 as indicated below per the change to the Sheriff’s Uniform Base Pay approved by the Missoula Board of County Commissioners.

The Sheriff’s Uniform Base Rate (SUBR) increases from \$91,685.36 to \$101,649.60 effective June 25, 2023. Increases to Sheriff’s Office staff covered by this bargaining agreement will be adjusted to their base rates as follows:

| <u>Title</u>                                                                 | <u>% of SUBR</u>                                                                                                                                                                                  | <u>FY24</u> |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Probationary Deputy                                                          | 72%                                                                                                                                                                                               | \$35.19     |
| Regular Deputy                                                               | 75%                                                                                                                                                                                               | \$36.65     |
| Senior Deputy                                                                | 78%                                                                                                                                                                                               | \$38.12     |
| Corporal                                                                     | 81%                                                                                                                                                                                               | \$39.58     |
| Detective                                                                    | 81%                                                                                                                                                                                               | \$39.58     |
| Sergeant                                                                     | 84%                                                                                                                                                                                               | \$41.05     |
| Lieutenant                                                                   | 87%                                                                                                                                                                                               | \$42.52     |
| Deputy Coroner                                                               | Extra seven percent (7%) on top of base rate.                                                                                                                                                     |             |
| Patrol Deputy Coroners                                                       | 10% of base pay add-on special duty pay.                                                                                                                                                          |             |
| K-9 Deputy                                                                   | Extra five percent (5%) on top of base rate.                                                                                                                                                      |             |
| Field Training Officer                                                       | Extra two percent (2%) on top of base rate.<br>Effective July 1, 2020; Extra two percent (2%) on top of base rate, PLUS an extra \$.50 per hour for all hours worked while assigned to a trainee. |             |
| Resident Deputy                                                              | Extra two percent (2%) on top of base rate.                                                                                                                                                       |             |
| Search & Rescue Coordinator & Asst. Coordinators                             | Extra two percent (2%) on top of base rate.                                                                                                                                                       |             |
| Dive Team Members                                                            | Extra two percent (2%) on top of base rate.                                                                                                                                                       |             |
| Special Response Team (SRT) Members including tactical, negotiations and EOD | Extra two percent (2%) on top of base rate.                                                                                                                                                       |             |

|                                         |                                                                                        |
|-----------------------------------------|----------------------------------------------------------------------------------------|
| Reserve Coordinator & Asst. Coordinator | Extra two percent (2%) on top of base rate.                                            |
| Cadet Coordinator & Asst. Coordinator   | Extra two percent (2%) on top of base rate.                                            |
| Breath Test Senior Operator             | Extra one percent (1%) on top of base rate.                                            |
| FY 2010 Equity Add-on                   | Extra 2.5% on top of base for all employees who were hired prior to December 31, 2009. |

Special duty assignments shall be at the discretion of the Sheriff.

Section 2. The promotion of a Senior Deputy to Detective assignment will be accomplished in accordance with the provisions of Article 9 of this agreement. Upon the employee's request, or based on the legitimate needs of the department, or for other good cause, the employee will be returned to Senior Deputy assignment. Upon the employee's request, or for good cause, the employee may be returned to Senior Deputy assignment and appropriate pay status.

Section 3: A bargaining unit employee who achieves first level instructor, intermediate, advanced, supervisory, or command certification through the Montana Public Safety Officer Standard and Training Council (POST), or who has earned a bachelor's or higher-level degree from a college or university accredited by an agency recognized by the U.S. Department of Education, shall receive an additional \$.75 per hour for each certification level achieved. For the purpose of this section the degree may have been received prior to or during employment with the EMPLOYER, but an employee may receive this additional pay for only one degree. An employee with the rank of Corporal shall receive \$1.00 per hour for a supervisory certificate. An employee with the rank of Sergeant or Lieutenant shall receive \$1.50 per hour for a supervisory certificate. An employee with the rank of Lieutenant shall receive \$1.50 per hour for a command level certificate.

Any bargaining unit employee who is actively serving in the armed services or has been honorably discharged and provides the EMPLOYER a Military DD214 Form, or other applicable form or documentation associated with specific arms of the military, shall be paid certification pay of \$0.75 per hour beginning at the end of their probationary period.

See Addendum B for Certification Pay Grid information that encapsulates the above certification pay detail.

## ARTICLE 30 LONGEVITY

Longevity compensation will be paid to employees who have completed one (1) year of service with the EMPLOYER. Eligible employees shall receive one percent (1%) of the minimum base annual salary for the employee's rank for each full year of service with the department. Longevity compensation shall be added to the employee's regular rate of pay and shall be paid in accordance with the normal bi-weekly pay cycle of Missoula County.

## ARTICLE 31 SHIFT DIFFERENTIAL

All employees shall be paid an extra \$0.75 per hour, for the 12 hour period consistent with the Patrol Division "Night Shift," provided the employee works a minimum of 3 continuous hours during that time frame.

## ARTICLE 32 WORKING OUT OF CLASSIFICATION

An employee of lesser rank who is assigned the duties of corporal, sergeant, lieutenant, or captain, for a period of greater than two consecutive weeks, shall be paid at the base rate plus their current ancillary pay add-ons for the higher position or rank while so acting beginning in the third week.

## ARTICLE 33 TRAINING

Section 1. All training occurring during an officer's off-duty time shall be compensated in accordance with the overtime provisions of this Agreement. Refusal to take voluntary training shall not be noted in the employee's personnel file. Bargaining unit employees shall receive a minimum of thirty-two (32) hours per fiscal year of in-service training. This requirement may be temporarily suspended by the administration due to extraordinary circumstances. An employee's schedule may not be changed for mandatory training unless the employee has three (3) weeks' advance notice.

Section 2. For the purposes of firearms training and practice, upon request by an employee, the County shall provide each deputy fifty (50) rounds of ammunition per month, provided the use of this ammunition is supervised at the firing range. This supervision may be provided by the deputy's supervisor or designee, i.e., field training officer (FTO) or firearms instructor. Ammunition is for handguns that are the same caliber as officers' duty weapons.

## ARTICLE 34 GRIEVANCE PROCEDURE

Section 1. A grievance is any controversy between the parties to this AGREEMENT which 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 EMPLOYER agrees that the ASSOCIATION may pursue all complaints through the appropriate channels including but not limited to the Grievance Procedure.

Section 2. Grievances shall not be valid for consideration unless the grievance is submitted in writing by the Association to the Division Commander, setting forth the facts and the specific provisions of the AGREEMENT allegedly violated or the dispute, complaints, problem, issue or question existing and the particular relief sought within thirty (30) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time

periods hereafter provided shall constitute a waiver of the grievance.

Section 3. The EMPLOYER and the employee shall attempt to adjust all grievances which may arise during the course of employment in the following manner:

LEVEL I: The employee and the Division Commander shall confer on the grievance with a view to arriving at a mutually satisfactory resolution to the complaint within ten (10) days after presentation of the grievance to the Division Commander who shall render his decision in writing within five (5) days of the conference. The Division Commander may refuse to act on a grievance if it concerns issues outside the scope of the Division Commander's normal responsibility and authority. In such cases, the Division Commander shall refer the grievance, in writing, to LEVEL II and inform the grievant in writing of such referral within five (5) days of the presentation of the grievance.

LEVEL II: In the event the grievance is acted upon and not resolved in LEVEL I, the decision rendered may be appealed to the Sheriff, provided such appeal is made in writing within twenty (20) days after receipt of the decision in LEVEL I. If a grievance is referred or properly appealed to the Sheriff, the Sheriff or his designee shall set a time to meet regarding the grievance, such meeting to be held within ten (10) days after receipt of the appeal or referral. Within ten (10) days after the meeting, the Sheriff or his designee shall issue a decision in writing to the parties involved.

LEVEL III: In the event the grievance is not resolved at Level II, it may be appealed to the Board of County Commissioners, who shall have the option to hear the grievance or to decline to hear the grievance. If the Board declines to hear the grievance, the Board, or its designee, shall notify the ASSOCIATION in writing within five (5) days after receiving the written grievance, and the ASSOCIATION may appeal the grievance under the provisions set forth in Level IV. If the Board decides to hear the grievance, it shall issue a written decision within thirty (30) days after receiving the written appeal. Should the EMPLOYER be the aggrieved party, the matter shall be presented directly to the Board at this level.

LEVEL IV: In the event there is no resolution to the grievance within the time specified, either the ASSOCIATION or the EMPLOYER may request arbitration as set forth below:

(a) The party requesting arbitration must make such request in writing to the other party involved within twenty (20) days following the receipt of the decision set forth in LEVEL II or the decision set forth in LEVEL III if the parties elect to use LEVEL III.

(b) Within five (5) days from receipt of the request as set forth in (a) above, the parties shall meet and confer on the selection of an impartial arbitrator.

(c) In the event the parties are unable to agree upon an impartial arbitrator, the EMPLOYER, within five (5) days, shall request the FMCS to provide a list of seven (7) names from Montana.

(d) Within ten (10) days following the receipt of the seven (7) name list from FMCS the parties shall meet to select an arbitrator from such list. Each party to the dispute shall alternately strike names with the party bringing the grievance striking the first name, until one name remains, and that person shall be designated the arbitrator.

(e) Within five (5) days after the selection of the arbitrator the EMPLOYER shall contact the arbitrator to request that a hearing date be established which is agreeable to both parties. In the



event that the arbitrator is unavailable the EMPLOYER shall notify an ASSOCIATION officer within twenty-four (24) hours of the following working day of the arbitrator's notice of unavailability. If the arbitrator accepts, the arbitrator shall have sixty (60) days from acceptance of the grievance to hear the grievance and render a written decision.

Section 4. The arbitrator shall not have the power to detract, modify or amend this AGREEMENT in any way.

Section 5. The decision of the arbitrator shall be binding upon all parties concerned.

Section 6. Each party shall bear the fees and expenses of the presentation of its own case. The fees and expenses of the impartial arbitrator shall be shared equally between the parties.

Section 7. In the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay all costs of such transcript.

Section 8. Failure by the EMPLOYER to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level. If the EMPLOYER fails to issue a decision within the time periods provided herein, the employee has an additional five (5) days in which to appeal the grievance to the next level.

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 the procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday. Time limits as designated in this Article may be extended by mutual agreement between the parties involved in the grievance.

## ARTICLE 35 LAW ENFORCEMENT BILL OF RIGHTS

Section 1. Except as otherwise provided by law, or whenever on duty or in uniform, no employee shall be prohibited from engaging, or be coerced or required to engage, in political activity.

Section 2.

(A) When any employee is under investigation by his commanding officer, or the Sheriff or anyone acting for or on behalf of the Sheriff or at his direction, which could lead to punitive action, an interview shall be conducted under the following conditions. For the purpose of this Article, punitive action is defined as any action which may lead to dismissal, suspension, reduction in rank, reduction in salary, written reprimand, or transfer for purposes of punishment.

(i) The interview shall be conducted at a reasonable hour, preferably at a time when the

employee is on duty, or during the normal working hours for the employee, unless the seriousness of the investigation requires otherwise. If such interview does occur during off-duty time of the employee being interviewed, the employee shall be compensated for such off-duty time in accordance with the overtime provisions of this AGREEMENT, and the employee shall not be terminated or disciplined for any work missed.

(ii) All questions directed to the employee being interviewed shall be asked by and through no more than two interviewers at one time except that the employee being interviewed may waive the restriction, in writing, prior to such interview to allow for more than two interviewers.

(iii) The employee under investigation shall be informed of the reason for the investigation and the names of all interviewing officers prior to any interviews.

(iv) The interviewing session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The employee being interviewed shall be allowed to attend to his own physical necessities.

(v) The employee being interviewed shall not be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to interview shall be informed that failure to answer questions directly related to the investigation or interview may result in punitive action. No employee's home address, home phone number or photograph shall be released in connection with any disciplinary action or investigation without the express consent of the employee.

(vi) The complete interview of an employee may be recorded. If a tape recording is made of the interview both parties shall have access to the contents of the tape recording. Possession of the original tape recording shall remain with the recording party. The employee shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other person, except those which are deemed by the EMPLOYER to be confidential. No notes or reports which are deemed to be confidential may be entered in the officer's personnel file.

(vii) If prior to or during the interview of an employee it is deemed that he may be charged with a criminal offense, he shall be immediately informed of his constitutional rights.

(viii) The employee, at his/her request, shall have the right to an ASSOCIATION representative of his/her choice who may not be either a person subject to the same investigation or a person involved in conducting the investigation. Whenever it is determined by either the EMPLOYER or the employee that the employee may be charged with a criminal offense, that employee, at his/her request, shall have the right to an attorney of his/her choice present.

(B) This section shall not apply to any interview of an employee in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other employee, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

### Section 3.

(A) No employee shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this Article, or the exercise of any rights under the existing grievance procedure.

(B) No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by the EMPLOYER without providing the employee with an opportunity for administrative appeal.

Section 4. No employee shall have any comment adverse to his/her interest entered in his/her personnel file by his/her EMPLOYER without the employee first reading and signing the instrument, or a copy of such instrument, containing the adverse comment indicating that he/she is aware of such comment. If the employee refuses to sign the instrument that fact shall be noted on the instrument and signed or initialed by the EMPLOYER.

Section 5. An employee shall have thirty (30) days within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to and shall accompany the adverse comment.

Section 6. No employee shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his/her family or household) unless such information is obtained or required under State law or proper legal procedure and tends to indicate a conflict of interest with respect to the performance of his/her official duties, or is necessary for the EMPLOYER to determine the desirability of assigning the employee to a specialized unit or duty in which there is a strong possibility that bribes or other improper inducements may be offered.

Section 7. In the event of a criminal investigation, the EMPLOYER will not search any locker, mailbox or slot or space for storage assigned to an individual employee except in the employee's presence, or with the employee's consent, or unless a valid search warrant has been obtained as provided by law.

Section 8. A deputy may be discharged only in accordance with Article 10. The EMPLOYER may not impose less severe forms of discipline without just cause. The EMPLOYER shall use progressive discipline provided however that the EMPLOYER reserves the right to choose the specific level of discipline based on the facts and circumstances involved, and the ASSOCIATION reserves the right to challenge the level of discipline chosen based on the principles of just cause. For the purposes of discipline, one day of suspension shall be eight (8) hours, and one week of suspension shall be forty (40) hours.

Section 9. Upon request made to the Director of Human Resources, all written notices of disciplinary actions that do not result in suspension, demotion, or dismissal shall be removed from the employee's file 12 months after they are issued; and written notices of disciplinary suspensions or demotions shall be removed from the employee's file 18 months after they are issued, provided that there has been no subsequent disciplinary action and that the documents are not relevant to any hearing or litigation pending at end of the applicable 12 or 18 month period. Documents will be retained in permanent records outside of the employee's file as such records should be available, in accordance with Montana law, when requested through litigation or public records requests. Records removed from the employee's file, but retained outside of the employee's file, shall not be used in employment related decisions.

It is the policy of Missoula County to operate in accordance with Montana law regarding public information, public record requests and the public's right to know. Missoula County acknowledges that the constitutional right to privacy requires balancing of the public's right to know

with the right to privacy, and that such balancing is an integral and necessary part of responding to requests for public records and public information.

Upon receipt of a request for personnel information that could be considered private, the Employer will provide a copy of the request to the employee and conduct a legal review balancing the public's right to know with the employee's right to privacy. If the Employer's legal review determines that the public's right to know outweighs the employee's right to privacy, the Employer will notify the Employee of the determination. The Employee will have three working days to object to the Employer's determination. The Employer will review the objection and notify the Employee of its final determination. If the Employer's final determination is that the public's right to know outweighs the employee's right to privacy, the employee will be given seven calendar days after receiving the employer's determination to file formal legal action in court to stop the production of the information. If no formal legal action is filed in court within seven calendar days, Missoula County will produce the personnel information.

Section 10. Designated representatives of the ASSOCIATION shall be granted reasonable time off during working hours without loss of pay to investigate and process grievances and to engage in other work-related discussions with the EMPLOYER, provided that the employee has permission from his/her supervisor. Permission may be withheld by the supervisor because of operational requirements. Time spent by designated representatives of the ASSOCIATION providing representation to Employees at meetings with the employer and no more than two hours preparing for each such meeting shall be considered time worked.

Section 11. No member of the bargaining unit may be required to participate in a review board unless addressed under the Sheriff's Office Use of Force Policy.

## ARTICLE 36 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 37 OFFICER 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 EMPLOYER shall provide standard body armor for all officers assigned to the Patrol and Detective Divisions. The ASSOCIATION agrees that body armor shall be worn by officers assigned to Patrol Division while on duty. Body armor purchased will meet the standards and replacement schedule that are mutually agreed to by the Sheriff and Officer safety committee.

If an officer wishes to purchase different body armor than the body armor provided by the EMPLOYER, the EMPLOYER shall reimburse the officer up to the dollar amount the EMPLOYER would have paid for the EMPLOYER-provided body armor, provided that: (1) the body armor selected by the officer meets or exceeds the standards and specifications of the EMPLOYER-provided body armor, and (2) the body armor is subject to the same replacement schedule.

Section 3. The ASSOCIATION may at its own option form a Safety Committee composed of three members appointed by the ASSOCIATION which shall meet at reasonable times and places, provided that any hours worked in excess of a safety committee member's regularly scheduled shift must be approved in advance, as required in Article 14, Section 1.

Section 4. The Safety Committee provided for herein shall be empowered to make safety recommendations in writing to the Sheriff who shall respond to such recommendations in writing. The EMPLOYER shall have exclusive responsibility to ensure the safety of its employees and their compliance with safety rules and standards. This Committee shall be deemed to be an ASSOCIATION 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 38 MINIMUM STANDARDS AND PREVAILING RIGHTS

It is agreed by the parties to this AGREEMENT that existing benefits and practices not specifically enumerated in this AGREEMENT shall remain in effect except that the EMPLOYER may increase benefits without further negotiations with the ASSOCIATION.

### ARTICLE 39 CONSOLIDATION

In the event of City-County consolidation the EMPLOYER and the ASSOCIATION agree to negotiate articles of this AGREEMENT directly affected by such consolidation.

### ARTICLE 40 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 41 TERM OF AGREEMENT

This Agreement shall become effective and be in full force and effect from July 1, 2023 and shall remain in full force and effect to and including June 30, 2025. This Agreement shall be renewed for a period of one year after 2025 unless either party serves a written notice of its desire to terminate, modify or amend the Agreement on or before March 15, 2025. If the Agreement is renewed, it will be renewed again for successive one year period(s) unless either party serves written notice of its desire to terminate, modify or amend the renewed Agreement on or before March 15 of the year in which the renewed agreement is to expire. All provisions of this Agreement (including but not limited to the provisions concerning interest arbitration and no strike no lockout) shall continue in full force and effect after the termination date of this Agreement (and any extensions thereof) and thereafter until the parties have agreed on a successor agreement or one has been imposed pursuant to binding interest arbitration.

### ARTICLE 42 EMBODIMENT

It is agreed by the parties who have hereto executed this AGREEMENT that this contract sets forth the entire AGREEMENT between the EMPLOYER and the ASSOCIATION and that during the course of collective bargaining each party had the unlimited right to offer, discuss, accept or reject proposals and, therefore, for the term of this contract no further collective bargaining shall be had upon any provision of the AGREEMENT unless mutually agreed to by both parties, nor upon any proposal which was offered and discussed but was not made a part of this AGREEMENT. Furthermore, there shall be no verbal or written agreement between the EMPLOYER and the ASSOCIATION in violation or contravention of this contract.

## ARTICLE 43 LABOR MANAGEMENT COMMITTEE

Section 1: In order to facilitate communication and resolve issues of mutual interest, it is agreed that bargaining unit members will be allowed to serve on a Labor - Management Committee to confer on day-to-day work-related problems. Labor and Management shall each designate at least two (2) but not more than four (4) members to serve on the committee. Meetings will be held upon the request of either the Employer or the Bargaining Unit, within 30 days of a request that meets the requirements of Section 2, at a date and time as mutually agreed to between the parties. Requests for meetings shall be made to the Sheriff.

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

## ARTICLE 44 BINDING INTEREST ARBITRATION

Unless otherwise mutually agreed, at the expiration date of this Agreement (or any extensions thereof), unresolved issues shall be resolved through mediation and binding interest arbitration pursuant to the following procedures:

1) Either party may request mediation by the Montana Board of Personnel Appeals. After at least one mediated bargaining session, either party may declare impasse. Upon a declaration of impasse, the unresolved issues shall be submitted to final and binding interest arbitration.

2) The party declaring impasse shall request a list of seven names of qualified arbitrators from the Montana Board of Personnel Appeals. Within ten working days following the receipt of the seven-name list from BoPA, the parties shall meet to select an arbitrator from such list. Each party shall alternatively strike a name from the list (with the first strike being determined by a flip of a coin) until one name remains and that person shall be designated the arbitrator.

3) Within five working days after the selection of the arbitrator, the parties shall notify the arbitrator of the selection and request his or her agreement to serve and that a hearing date be established which is agreeable to both parties.

4) Within ten working days after receiving notice of the arbitrator's agreement to serve, each party shall submit to the other party a final offer on the unresolved issues. The submission of unresolved issues shall be limited to those items that have been considered in negotiations and upon which the parties have not reached agreement.

5) Unless waived by the mutual agreement, the arbitrator shall hold a hearing where both parties shall be afforded the opportunity to examine and cross examine witnesses and to present relevant evidence in support of their respective final offers.

6) The arbitrator's award shall be restricted to only one of the final offers submitted by the parties. The arbitrator's decision shall be final and binding on the parties. The arbitrator's decision (and the items agreed upon by the parties during negotiations) shall be deemed to be the collective bargaining agreement between the parties.

7) The parties shall share the fees and expenses of the arbitrator and each party shall bear their own costs of the arbitration.

8) Nothing in this Article shall prevent the parties from continuing to negotiate until an agreement has been reached or the arbitrator has rendered a decision and award.

9) The parties specifically agree that the mechanism for resolving any future collective bargaining disputes shall be final and binding interest arbitration as provided for in this Article. Accordingly, the ASSOCIATION agrees that there shall be no strikes, work slow-downs, work interruptions or sympathy strikes, and the EMPLOYER agrees that there will be no lock-outs or unilateral implementation of bargaining proposals.

#### ARTICLE 45 LINE OF DUTY DEATH

Should a Deputy Sheriff be killed in the line of duty the Employer shall:

- a. Continue to pay the employer portion of any health insurance premiums for any covered dependents for up to thirty-six (36) months or until dependents are covered by other insurance.
- b. Pay the employee portion of any health insurance premium for any covered dependents for up to thirty-six (36) months or until the dependents are covered by other insurance.
- c. Provide assistance with funeral related expenses in an amount not to exceed \$15,000 that shall be paid directly to the mortuary selected by the family of the deceased.



## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT this 24th day of October, 2023.

### FOR THE EMPLOYER:

  
13FD51ED69FA2244EFA409545EBDD56F ready**sign**  
Josh Slotnick, Chair  
Board of County Commissioners

  
6F45D36DCC41E9C2B2D512DC93A576B2 ready**sign**  
Juanita Vero, Commissioner

\_\_\_\_\_  
David Strohmaier, Commissioner

### FOR THE ASSOCIATION:

*Joshua Johnston*  
A9B85BD1CB320EF9888A0722E741C952 ready**sign**  
Joshua Johnston, MCDSA President

*Garrett Koppes*  
8EB698302283AD52AEADBB50822290D6 ready**sign**  
Garrett Koppes, MCDSA Vice President

*Michael Sullivan*  
2CDDFB89EFC1C762F10152615F4CF1F4 ready**sign**  
Mike Sullivan, Negotiation Committee

## ADDENDUM A JOB DESCRIPTIONS

### COUNTY OF MISSOULA PROBATIONARY DEPUTY - PATROL DIVISION 8/2015

This position has been determined to be NON-EXEMPT and subject to the overtime provisions of the Fair Labor Standards Act and Montana wage and hour law.

DEFINITION: Performs basic law enforcement work. This is an entry level probationary position used for training and evaluation for the Missoula County Sheriff's Department.

EXAMPLES OF DUTIES: (The following are intended to illustrate typical duties; they are not meant to be all inclusive or restrictive.)

**ESSENTIAL DUTIES:**

- Drives a vehicle to patrol assigned areas of the County to provide for the safety and well-being of life and property.
- Responds to calls for assistance and complaints of crimes and disturbances. Makes initial investigations at crime scenes, including interviews and preserving evidence.
- Serves legal and civil process orders of courts including arrest warrants, restraining orders and subpoenas
- Appears in court to give testimony and present evidence.
- Prepares and submits reports as required.
- Arrests or assists in the arrest of suspects.
- Enforces traffic regulations.

**OTHER DUTIES:**

Performs related work as required or directed.

SUPERVISION RECEIVED: Works under the supervision of a patrol shift Sergeant or Corporal and is subject to the direction of any officer of higher rank.

SUPERVISION EXERCISED: None.

WORKING RELATIONSHIPS: Has numerous contacts with the general public, some of whom may be uncooperative and dangerous.

PHYSICAL/ENVIRONMENTAL DEMANDS: The employee is required to carry a weapon and is exposed to potentially dangerous situations. Requires adjusting to changing shifts; exposure to a stressful environment; exposure to human blood, urine and other contagious sources and working both indoors and outdoors in all temperatures. The work may require working longer than 12-hour shifts. Employee is subject to call-out at any time. The work requires frequent driving; occasional standing and walking on all types of surfaces and frequent reaching. Use of the hands is continuously required; applying pressure with the hands and forceful, repeated, or sustained exertions are occasionally required. Running, jumping, and climbing stairs, ladders and fences are activities required occasionally. Lifting, carrying, and pushing/pulling of items weighing greater than 140 lbs. are required occasionally.

Requires hearing which falls within normal limits for both pure tone and speech, per audiogram. (An average will be taken of 500, 1000 and 2000 Hz. The applicant must have an average threshold of 25dBHL or less in each ear.)

Requires vision acuity as follows: binocular vision of 20/80 uncorrected, which is corrected using glasses or contact lenses to binocular vision of 20/30; 140 degrees peripheral; normal color vision to sufficiently distinguish red, yellow and green; and normal depth perception.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

KNOWLEDGE: Working knowledge of departmental rules and regulations, policies, and procedures. Working knowledge of applicable state and federal laws, local resolutions and state and federal court decisions. Working knowledge of modern law enforcement principles, procedures, and techniques. Working knowledge of arrest procedures and the rights of the accused. Working knowledge of physical layout of Missoula County, streets, roads, etc. Working knowledge of interview

procedures, rules of evidence and basic crime scene investigation.

**SKILLS:** Skill in the use of firearms and the operation of department vehicles and equipment. Skill in the use of a personal computer. Skill using a keyboard (55 WPM recommended).

**ABILITIES:** Ability to analyze situations quickly and objectively and determine proper courses of action. Ability to cope with situations firmly, courteously, tactfully, and with respect for the rights of others. Ability to follow oral and written instructions. Ability to communicate effectively in the English language, orally and in writing. Ability to establish and maintain effective working relationships with other employees, members of other agencies, and the public in a culturally diverse environment. Ability to remain courteous and polite in all situations. Ability to exhibit emotional stability and remain calm in stressful situations. Ability to perform activities requiring excellent physical conditioning.

**MINIMUM QUALIFICATIONS:**

Must meet minimum requirements as set forth by Montana State statutes:

- a. be a citizen of the United States;
- b. be at least 18 years of age;
- c. be a graduate of an accredited high school or the equivalent;
- d. never have been convicted of a felony;
- e. be fingerprinted and a search made of appropriate files to disclose any criminal record;
- f. not have been affiliated in any manner with a subversive organization within 5 years;
- g. within 30 days immediately preceding his/her date of employment have been examined by a physician licensed to practice in the State of Montana and have been pronounced in good physical condition (this examination is provided by the County);
- h. be of good moral character as determined by a thorough background investigation;
- i. have successfully completed an oral interview in which the characteristics necessary to a peace officer are demonstrated;
- j. possess or be eligible for a valid Montana driver's license.

**SPECIAL REQUIREMENTS:**

Must successfully complete the department Field Training Officer (FTO) program. Must attend and satisfactorily complete Basic School at the Montana Law Enforcement Academy within one (1) year of employment. Requires passing a background investigation. Must pass departmental physical ability examination prior to employment and participate periodically thereafter. Requires valid Montana driver's license and safe driving record.

## COUNTY OF MISSOULA

### PROBATIONARY DEPUTY - PATROL DIVISION

#### Resident Deputy Position

11/2018

This position has been determined to be subject to the overtime provisions of the Fair Labor Standards Act and Montana wage and hour law, i.e., non-exempt.

**DEFINITION:** Performs basic law enforcement work. This is an entry level probationary position used for training and evaluation for the Missoula County Sheriff's Department. This position will be assigned to a specific area of Missoula County, for example, Seeley-Swan, Potomac, etc.

**EXAMPLES OF DUTIES:** (The following are intended to illustrate typical duties; they are not meant to be all inclusive or restrictive.)

**ESSENTIAL DUTIES:**

Drives a vehicle to patrol assigned areas of the County to provide for the safety and well-being of life and property.

Responds to calls for assistance and complaints of crimes and disturbances. Makes initial investigations at crime scenes, including interviews and preserving evidence.

Performs all the duties of a deputy coroner and a search and rescue coordinator.

Serves legal and civil process orders of courts including arrest warrants, restraining orders and subpoenas.

Appears in court to give testimony and present evidence.

Prepares and submits reports as required.

Arrests or assists in the arrest of suspects.

Enforces traffic regulations.

**OTHER DUTIES:**

Performs related work as required or directed.

**SUPERVISION RECEIVED:** Works under the supervision of a patrol shift Sergeant and is subject to the direction of any officer of higher rank.

**SUPERVISION EXERCISED:** None.

**WORKING RELATIONSHIPS:** Has numerous contacts with the general public, some of whom may be uncooperative and dangerous.

**PHYSICAL/ENVIRONMENTAL DEMANDS:** The employee is required to carry a weapon and is exposed to potentially dangerous situations. Requires adjusting to changing shifts; exposure to a stressful environment; exposure to human blood, urine and other contagious sources and working both indoors and outdoors in all temperatures. The work may require working longer than twelve hour shifts. Employee is subject to call-out at any time. The work requires frequent driving; occasional standing and walking on all types of surfaces and frequent reaching. Use of the hands is continuously required; applying pressure with the hands and forceful, repeated or sustained exertions are occasionally required. Running, jumping and climbing stairs, ladders and fences are activities required occasionally. Lifting, carrying and pushing/pulling of items weighing greater than 140 lbs are required occasionally.

Requires hearing which falls within normal limits for both pure tone and speech, per audiogram. (An average will be taken of 500, 1000 and 2000 Hz. The applicant must have an average threshold of 25dBHL or less in each ear.)

Requires vision acuity as follows: binocular vision of 20/80 uncorrected, which is corrected using glasses or contact lenses to binocular vision of 20/30; 140 degrees peripheral; normal color vision to sufficiently distinguish red, yellow and green; and normal depth perception.

## REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

**KNOWLEDGE:** Working knowledge of departmental rules and regulations, policies and procedures. Working knowledge of applicable state and federal laws, local resolutions and state and federal court decisions. Working knowledge of modern law enforcement principles, procedures, and techniques. Working knowledge of arrest procedures and the rights of the accused. Working knowledge of physical layout of Missoula County, streets, roads, etc. Working knowledge of interview procedures, rules of evidence and basic crime scene investigation.

**SKILLS:** Skill in the use of firearms and the operation of department vehicles and equipment. Skill in the use of a personal computer. Skill using a keyboard (55 WPM recommended).

**ABILITIES:** Ability to analyze situations quickly and objectively and determine proper courses of action. Ability to cope with situations firmly, courteously, tactfully, and with respect for the rights of others. Ability to follow oral and written instructions. Ability to communicate effectively in the English language, orally and in writing. Ability to establish and maintain effective working relationships with other employees, members of other agencies, and the public in a culturally diverse environment. Ability to remain courteous and polite in all situations. Ability to exhibit emotional stability and remain calm in stressful situations. Ability to perform activities requiring excellent physical conditioning.

## MINIMUM QUALIFICATIONS:

Must meet minimum requirements as set forth by Montana State statutes:

- a. be a citizen of the United States;
- b. be at least 18 years of age;
- c. be a graduate of an accredited high school or the equivalent;
- d. never have been convicted of a felony;
- e. be fingerprinted and a search made of appropriate files to disclose any criminal record;
- f. not have been affiliated in any manner with a subversive organization within 5 years;
- g. within 30 days immediately preceding his/her date of employment have been examined by a physician licensed to practice in the State of Montana and have been pronounced in good physical condition (this examination is provided by the County);
- h. be of good moral character as determined by a thorough background investigation;
- i. have successfully completed an oral interview in which the characteristics necessary to a peace officer are demonstrated;
- j. possess or be eligible for a valid Montana driver's license.

## SPECIAL REQUIREMENTS:

Requires residency in the assigned location, for example, Potomac – Condon corridor. Must successfully complete the department Field Training Officer (FTO) program. Must attend and satisfactorily complete Basic School at the Montana Law Enforcement Academy within one (1) year of employment. Requires passing a background investigation. Must pass departmental physical ability examination prior to employment and participate periodically thereafter. Requires valid Montana driver's license and safe driving record.

## COUNTY OF MISSOULA

### REGULAR DEPUTY - PATROL DIVISION

8/2011

This position has been determined to be NON-EXEMPT and subject to the overtime provisions of the Fair Labor Standards Act and Montana wage and hour law.

DEFINITION: Performs basic law enforcement work for the Missoula County Sheriff's Department.

EXAMPLE OF DUTIES: (The following are intended to illustrate typical duties; they are not meant to be all inclusive or restrictive.)

ESSENTIAL DUTIES:

Drives a vehicle to patrol assigned areas of the County for the safety and wellbeing of life and property.

Responds to calls for assistance and complaints of crimes and disturbances.

Makes initial investigations at crimes scenes, including interviews and preserving evidence.

Serves legal processes of courts including arrest warrants, restraining orders and subpoenas.

Appears in court to give testimony and present evidence.

Prepares and submits reports as required.

Arrests or assists in the arrest of suspects.

Enforces traffic regulations.

OTHER DUTIES:

If selected on a voluntary basis, may perform special duties such as Field Training Officer (FTO), Special Response Team (SRT), Deputy Coroner, Cadet Coordinator, Reserve Deputy Coordinator, Search & Rescue Coordinator, and K9 unit member.

Performs related work as required or directed.

SUPERVISION RECEIVED: Works under the supervision of a patrol shift Sergeant or Corporal and is subject to the direction of any officer of higher rank.

SUPERVISION EXERCISED: None

WORKING RELATIONSHIPS: Has numerous contacts with the general public, some of whom may be uncooperative and dangerous.

PHYSICAL/ENVIRONMENTAL DEMANDS: The employee is required to carry a weapon and is exposed to potentially dangerous situations. Requires adjusting to changing shifts; exposure to a stressful environment; exposure to human blood, urine and other contagious sources and working both indoors and outdoors in all temperatures. The work may require working longer than 12-hour shifts. Employee is subject to call-out at any time. The work requires frequent driving; occasional standing and walking on all types of surfaces and frequent reaching. Use of the hands is continuously required; applying pressure with the hands and forceful, repeated, or sustained exertions are occasionally required. Running, jumping and climbing stairs, ladders and fences are activities required occasionally. Lifting, carrying and pushing/pulling of items weighing greater than 140 lbs. are required occasionally.

**KNOWLEDGE, SKILLS AND ABILITIES:**

**KNOWLEDGE:** Working knowledge of Departmental rules and regulation, policies, and procedures. Working knowledge of applicable state and federal laws, local resolutions and state and federal court decisions. Working knowledge of modern law enforcement principles, procedures, and techniques. Working knowledge of arrest procedures and the rights of the accused. Knowledge of the physical layout of Missoula County, streets, roads, etc. Working knowledge of interview procedures, rules of evidence and basic crime scene investigation.

**SKILLS:** Skilled in the use of firearms and operation of department vehicles and equipment.

**ABILITIES:** Ability to analyze situations quickly and objectively and to determine proper courses of action. Ability to communicate effectively in the English language, orally and in writing. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of others. Ability to exhibit emotional stability and remain calm in stressful situations. Ability to perform activities requiring excellent physical conditioning. Ability to establish and maintain effective working relationships in a culturally diverse environment.

**MINIMUM QUALIFICATIONS:**

**EXPERIENCE:** Completion of one year as a probationary officer.

**EDUCATION:** Completion of MLEA Basic Certificate

## COUNTY OF MISSOULA

### SENIOR DEPUTY - PATROL DIVISION 7/2019

This position is subject to the overtime requirements of state and federal wage and hour law; i.e. non-exempt.

DEFINITION: Performs general law enforcement work for the Missoula County Sheriff's Department.

EXAMPLE OF DUTIES: (The following are intended to illustrate typical duties; they are not meant to be all inclusive or restrictive.)

#### ESSENTIAL DUTIES:

Patrols assigned areas of the County for the safety and wellbeing of life and property.  
Responds to calls for assistance and complaints of crimes and disturbances.  
Makes initial investigations at crimes scenes, including interviews and preserving evidence.  
Serves legal processes of courts including arrest warrants, restraining orders and subpoenas.  
Appears in court to give testimony and present evidence.  
Prepares and submits reports as required.  
Arrests or assists in the arrest of suspects.  
Enforces traffic regulations.

#### OTHER DUTIES

If selected on a voluntary basis, may perform special duties such as Field Training Officer (FTO), Special Response Team (SRT), Deputy Coroner, Cadet Coordinator, Reserve Deputy Coordinator, Search & Rescue Coordinator, and K9 unit member.

Performs related work as required or directed.

SUPERVISION RECEIVED: Works under the supervision of a patrol shift Sergeant or Corporal and is subject to the direction of any officer of higher rank.

SUPERVISION EXERCISED: May act as lead worker and supervise subordinate officers in the absence of the shift Sergeant or Corporal, or as directed.

WORKING RELATIONSHIPS: Has numerous contacts with the general public, some of whom may be uncooperative and dangerous.

PHYSICAL/ENVIRONMENTAL DEMANDS: The employee is required to carry a weapon and is exposed to potentially dangerous situations. Requires: adjusting to changing shifts; exposure to a stressful environment; exposure to human blood, urine and other contagious sources and working both indoors and outdoors in all temperatures. The work may require working longer than 12-hour shifts. Employee is subject to call-out at any time. The work requires frequent driving; occasional standing and walking on all types of surfaces and frequent reaching. Use of the hands is continuously required; applying pressure with the hands and forceful, repeated, or sustained exertions are occasionally required. Running, jumping, and climbing stairs, ladders and fences are activities required occasionally. Lifting, carrying, and pushing/pulling of items weighing greater than 140 lbs. are required occasionally.

#### KNOWLEDGE, SKILLS AND ABILITIES:

KNOWLEDGE: Considerable knowledge of departmental rules and regulations, policies, and procedures. Considerable knowledge of applicable state and federal laws, local resolutions and state and federal court decisions. Considerable knowledge of modern law enforcement principles, procedures, and techniques. Considerable knowledge of arrest procedures and the rights of the accused. Knowledge of the physical layout of Missoula County, streets, roads, etc. Considerable knowledge of interview procedures, rules of evidence and basic crime scene investigations.

SKILLS: Skilled in the use of firearms and operation of department vehicles and equipment.

ABILITIES: Ability to analyze situations quickly and objectively and to determine proper courses of action. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of others. Ability to exhibit emotional stability and remain calm in stressful situations. Ability to perform activities requiring excellent physical



conditioning. Ability to communicate effectively in the English language, orally and in writing. Ability to establish and maintain effective working relationships in a culturally diverse environment.

MINIMUM QUALIFICATIONS:

EXPERIENCE: Completion of three years as a regular deputy

EDUCATION: Completion of POST Basic Certificate

## COUNTY OF MISSOULA

### CORPORAL - PATROL 8/2022

This position is subject to the overtime requirements of state and federal wage and hour law, i.e. non-exempt.

DEFINITION: Performs general and supervisory law enforcement work for the Missoula County Sheriff's Department.

EXAMPLE OF DUTIES: (The following are intended to illustrate typical duties; they are not meant to be all inclusive or restrictive.)

ESSENTIAL DUTIES: This class performs duties of subordinate officers of the sheriff's office in addition to the following:

Assumes command of a patrol shift in the absence of the patrol shift sergeant.

Inspects uniform appearance of subordinates and checks patrol vehicles for conformity to standards.

Ensures execution of orders and adherence to work procedures and policies.

May assist, coordinate and supervise personnel and equipment at scenes of disturbance, accident, crimes or emergency situation.

Prepares reports and reviews the reports of subordinates for completeness and accuracy.

Properly uses and maintains departmental equipment and ensures that others do the same.

When in charge during an assigned shift, ensures sufficient coverage by patrol officers.

OTHER DUTIES:

If selected on a voluntary basis, may perform special duties such as Field Training Officer (FTO), Special Response Team (SRT), Deputy Coroner, Cadet Coordinator, Reserve Deputy Coordinator, and Search & Rescue Coordinator.

Performs related work as required or directed.

SUPERVISION RECEIVED: Works under the direction of a patrol shift Sergeant and is subject to the direction of any officer of higher rank.

SUPERVISION EXERCISED: Acts as a lead worker, responsible for the supervision subordinate officers in the absence of the shift Sergeant.

WORKING RELATIONSHIPS: Has numerous contacts with the general public, some of whom may be uncooperative and dangerous. Has contacts with other employees for the purpose of giving information, planning, advising on work efforts and resolving operating problems.

PHYSICAL/ENVIRONMENTAL DEMANDS: The employee is required to carry a weapon and is exposed to potentially dangerous situations. Requires adjusting to changing shifts; exposure to a stressful environment; exposure to human blood, urine and other contagious sources and working both indoors and outdoors in all temperatures. The work may require working longer than 12-hour shifts. Employee is subject to call-out at any time. The work requires frequent driving; occasional standing and walking on all types of surfaces and frequent reaching. Use of the hands is continuously required; applying pressure with the hands and forceful, repeated, or sustained exertions are occasionally required. Running, jumping, and climbing stairs, ladders and fences are activities required occasionally. Lifting, carrying, and pushing/pulling of items weighing greater than 140 lbs. are required occasionally.

KNOWLEDGE, SKILLS AND ABILITIES:

KNOWLEDGE: Knowledge of supervisory practices and principles. Considerable knowledge of departmental rules and regulations, policies, and procedures. Considerable knowledge of applicable state and federal laws, local resolutions and state and federal court decisions. Considerable knowledge of modern law enforcement principles, procedures, and techniques. Considerable knowledge of arrest procedures and the rights of the accused. Knowledge of the physical layout of Missoula County, streets, roads, etc. Considerable knowledge of interview procedures, rules of evidence and basic crime scene investigations.

SKILLS: Skilled in the use of firearms and operation of department vehicles and equipment.

ABILITIES: Ability to analyze situations quickly and objectively and to determine proper courses of action. Ability

to cope with situations firmly, courteously, tactfully and with respect for the rights of others. Ability to exhibit emotional stability and remain calm in stressful situations. Ability to perform activities requiring excellent physical conditioning. Ability to communicate effectively in the English language, orally and in writing. Ability to establish and maintain effective working relationships with diverse individuals and groups.

MINIMUM QUALIFICATIONS:

EDUCATION: Requires a POST Basic Certificate, Supervisory certificate desired.

EXPERIENCE: Senior Deputy status. Regular Deputy (non-probationary) with equivalent education and experience may be considered.

MISSOULA COUNTY

SERGEANT - PATROL DIVISION

4/2022

This position is subject to the overtime requirements of state and federal wage and hour law, i.e., non-exempt.

DEFINITION: Performs technical and supervisory law enforcement work in directing and assisting a patrol shift for the Missoula County Sheriff's department.

EXAMPLE OF DUTIES: (The following are intended to illustrate typical duties; they are not meant to be all inclusive or restrictive.)

ESSENTIAL DUTIES:

Performs duties of subordinate officers of the Patrol Division in addition to the following:

Assigns, directs, trains, and evaluates the work of law enforcement officers.

Inspects uniform appearance of subordinates and checks patrol vehicles for conformity to standards.

Ensures execution of orders and adherence to work procedures and policies.

Assigns, coordinates, and supervises personnel and equipment at scenes of disturbance, accident, crime or emergency situation.

Prepares reports and reviews the reports of subordinates for completeness and accuracy.

Properly uses and maintains departmental equipment and ensures that others do the same.

Ensures sufficient coverage by patrol officers during an assigned patrol shift.

OTHER DUTIES:

If selected on a voluntary basis, may perform special duties such as Deputy Coroner, Special Response Team (SRT), EOD, Cadet Coordinator, Reserve Deputy Coordinator, and Search & Rescue Coordinator, Dive Team.

Performs related work as required or directed.

SUPERVISION RECEIVED: Works under the direction of the Captain of the Patrol Division and is subject to the direction of any officer of higher rank.

SUPERVISION EXERCISED: Responsible for the supervision and evaluation of officers on a patrol shift.

WORKING RELATIONSHIPS: Has numerous contacts with the general public, some of whom may be uncooperative and dangerous. Is involved with counseling employees concerning work performance. Has contacts with other employees for the purpose of giving information, planning, advising on work efforts and resolving operating problems. May act as departmental spokesperson in dealing with the news media.

PHYSICAL/ENVIRONMENTAL DEMANDS: The employee is required to carry a weapon and is exposed to potentially dangerous situations. Requires adjusting to changing shifts; exposure to a stressful environment; exposure to human blood, urine and other contagious sources and working both indoors and outdoors in all temperatures. The work may require working longer than twelve-hour shifts. Employee is subject to call-out at any time. The work requires frequent driving; occasional standing and walking on all types of surfaces and frequent reaching. Use of the hands is continuously required; applying pressure with the hands and forceful, repeated or sustained exertions are occasionally required. Running, jumping and climbing stairs, ladders and fences are activities required occasionally. Lifting, carrying, and pushing/pulling of items weighing greater than 140 lbs are required occasionally.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

KNOWLEDGE: Knowledge of supervisory practices and principles. Thorough knowledge of departmental rules and regulations, policies and procedures. Thorough knowledge of applicable state and federal laws, local resolutions and state and federal court decisions. Thorough knowledge of modern law enforcement principles, procedures and techniques. Thorough knowledge of arrest procedures and the rights of the accused. Knowledge of the physical layout of Missoula County, streets, roads, etc. Knowledge of interrogation and interview procedures, rules of evidence and crime scene investigation.

SKILLS: Skilled in the use of firearms and operation of departmental vehicles and equipment.

ABILITIES: Ability to assign, coordinate and supervise the work of subordinate officers. Ability to analyze situations quickly

and objectively to determine proper course of action. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of others. Ability to exhibit emotional stability and remain calm in stressful situations. Ability to perform activities requiring excellent physical conditioning. Ability to communicate effectively in the English language, orally and in writing. Ability to establish and maintain effective working relationships with diverse individuals and groups.

MINIMUM QUALIFICATIONS:

EXPERIENCE: One year experience as a Senior Deputy. Experience as a Corporal or FTO preferred.

EDUCATION: Requires a Montana POST Intermediate Certificate.

**COUNTY OF MISSOULA**  
**LIEUTENANT - PATROL DIVISION**  
**3/2022**

This position is subject to the overtime requirements of state and federal wage and hour law, i.e. non-exempt.

DEFINITION: Performs professional level supervisory, administrative, and technical law enforcement work for the Missoula County Sheriff's Department.

EXAMPLE OF DUTIES: (The following are intended to identify major duties. They are not meant to be all inclusive or restrictive.)

ESSENTIAL DUTIES:

This class performs the duties of subordinate deputies of the patrol division and is responsible to assume command of the patrol division in the absence of the captain.

Supervises, directs, and evaluates subordinate deputies and reserve deputies. Counsels deputies concerning work performance and handling difficult relationships.

Prepares or assists in the preparation of Use of Force Reviews.

Represents the department to facilitate and coordinate special security activities.

Oversees the purchase and distribution of resources such as batteries, recorders, cameras, flares etc. for patrol officers.

Serves as a liaison with the County Technology Department to coordinate the use of computer mobile data terminals.

Performs the duties of a deputy coroner.

OTHER DUTIES:

If selected on a voluntary basis, may perform special duties such as Field Training Officer (FTO), Special Response Team (SRT), Cadet Coordinator, Reserve Deputy Coordinator, and Search & Rescue Coordinator.

Performs related work as required or directed.

SUPERVISION RECEIVED: Works under the direction of the Captain of the Patrol Division and is subject to the direction of any officer of higher rank.

SUPERVISION EXERCISED: Responsible for the supervision, evaluation and training of officers assigned to the Patrol division. May exercise indirect supervision through subordinate supervising officers.

WORKING RELATIONSHIPS: Has numerous contacts with the general public, some of whom may be uncooperative and dangerous. Has regular contact with patrol division deputies. Has contact with employees at all levels for the purpose of planning, coordinating, advising on work efforts, or resolving operating problems. Serves as the department liaison with Public Works department, Missoula County Fairgrounds, and other departments on assigned topics. May act as departmental representative and spokesperson at meetings or with the news media.

PHYSICAL/ENVIRONMENTAL DEMANDS: The employee is required to carry a weapon and is exposed to potentially dangerous situations. Requires adjusting to changing shifts; exposure to a stressful environment; exposure to human blood, urine and other contagious sources and working both indoors and outdoors in all temperatures. The work may require working longer than 12-hour shifts. Employee is subject to call-out at any time. The work requires frequent driving; occasional standing and walking on all types of surfaces and frequent reaching. Running, jumping, and climbing stairs, ladders and fences are activities required occasionally. Lifting, carrying, and pushing/pulling of items weighing greater than 140 lbs. are required occasionally.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

**KNOWLEDGE:** Extensive knowledge of modern law enforcement principles, practices, and techniques. Extensive knowledge of laws and court decisions relating to search and seizure, arrest, rules of evidence and rights of the accused. Thorough knowledge of supervisory and management principles and practices. Thorough knowledge of departmental rules and regulations, policies, and procedures. Thorough knowledge of firearms and the uses thereof. Thorough knowledge of the principles of adult learning and methods of instruction. Thorough knowledge of Missoula County HR policies and the provisions of the MCDSA collective bargaining agreement.

**SKILLS:** Skill in the use of firearms and the operation of departmental vehicles and equipment. Skill in the use of standard computer resources, Microsoft Office, and specialized law enforcement software, including use of mobile data terminals (MDT.).

**ABILITIES:** Ability to assign, coordinate and supervise the work of subordinate officers. Ability to analyze situations quickly and objectively to determine proper courses of action. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of others, of other agencies and the public. Ability to exhibit emotional stability and remain calm in stressful situations. Ability to teach and instruct law enforcement topics. Ability to communicate effectively in the English language, orally and in writing. Ability to establish and maintain effective working relationships with diverse individuals and groups.

**MINIMUM QUALIFICATIONS:**

**EXPERIENCE:** Three years' experience as a Senior Deputy. Experience as a Sergeant or Corporal preferred.

**EDUCATION:** Requires POST Supervisory certificate.

**COUNTY OF MISSOULA  
DETECTIVE - DETECTIVE DIVISION  
4/2022**

This position is subject to the overtime requirements of state and federal wage and hour law, i.e. non-exempt.

**DEFINITION:**

Performs general or specialized law enforcement work in the Detective Division of the Missoula County Sheriff's Department.

**EXAMPLE OF DUTIES:** (The following are intended to identify major duties. They are not meant to be all inclusive or restrictive.)

**ESSENTIAL DUTIES:**

Conducts investigations of assigned criminal cases.

Conducts crime scene investigations, often using specialized equipment.

Conducts interviews relating to investigative cases.

Assists in surveillance operations and may utilize specialized equipment.

Prepares and serves legal processes of courts including arrest warrants, search warrants and investigative subpoenas.

Assists in the prosecution of criminal cases by case-by-case preparation, court testimony and presentation of evidence.

Arrests or assists in the arrest of suspects.

Prepares and submits reports as required.

Participates in being the 'on-call' detective on a rotational basis.

**OTHER DUTIES:**

If selected on a voluntary basis, may perform special duties such as Field Training Officer (FTO), Special Response Team (SRT), Deputy Coroner, Cadet Coordinator, Reserve Deputy Coordinator, and Search & Rescue Coordinator. Performs related work as required or directed.

SUPERVISION RECEIVED: Works under the direction of the Captain, Lieutenant and Sergeant of Detectives and is subject to the direction of any officer of higher rank.

SUPERVISION EXERCISED: May act as lead worker and direct subordinate officers during an investigation or at a crime scene.

WORKING RELATIONSHIPS: Has numerous contacts with the general public, some of whom may be uncooperative and dangerous. May have contact with other employees for the purpose of giving information, planning, and advising on work efforts or resolving operating problems.

PHYSICAL/ENVIRONMENTAL DEMANDS: The employee is required to carry a weapon and is exposed to potentially dangerous situations. May require adjusting to changing shifts; exposure to a stressful environment; exposure to human blood, urine and other contagious sources and working both indoors and outdoors in all weather conditions. The work may require working longer than ten-hour shifts. Employee is subject to call-out at any time. The work requires occasional standing and walking, and a significant portion of the workday may be spent at a desk using a computer. May require running, jumping and climbing. Lifting, carrying and pushing/pulling of items weighing greater than 140 lbs are required occasionally.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

KNOWLEDGE: Considerable knowledge of departmental rules and regulations, policies and procedures. Considerable knowledge of applicable State and Federal laws, local resolutions and State and Federal court decisions. Considerable knowledge of modern law enforcement principles and practices specifically relating to criminal investigations. Considerable knowledge of laws and court decisions relating to search and seizure, rules of evidence and the rights of the accused. Considerable knowledge of interview procedures and crime scene investigation.

SKILLS: Skill in the use of firearms and departmental vehicles. Skill in the use of specialized investigative equipment. Skill in the use of personal computer.

ABILITIES:

Ability to plan, organize and conduct investigations. Ability to analyze situations quickly and objectively and determine proper courses of action. Ability to communicate effectively in the English language, orally and in writing. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of others. Ability to exhibit emotional stability and remain calm in stressful situations. Ability to perform activities requiring excellent physical conditioning. Ability to establish and maintain effective working relationships in a culturally diverse environment. Ability to work as part of a team and the ability to recognize the need to temporarily put aside their own individual needs and change tasks to accomplish the larger team mission or goal.

MINIMUM QUALIFICATIONS:

EDUCATION: Requires a Montana POST Basic Certificate.

EXPERIENCE: Must be a current Missoula County Deputy Sheriff with two years of experience as a Regular Deputy.

## **COUNTY OF MISSOULA**

### **SERGEANT - DETECTIVE DIVISION 4/2016**

This position is subject to the overtime requirements of state and federal wage and hour law, i.e. non-exempt

DEFINITION: Performs supervisory and technical law enforcement work.

EXAMPLE OF DUTIES: (The following are intended to identify major duties. They are not meant to be all inclusive or restrictive.)



This class performs duties of subordinate officers of the Detective Division in addition to the following.

ESSENTIAL DUTIES:

Assigns, directs, trains, and evaluates the work of law enforcement officers.

Ensures execution of orders and adherence to work procedures and policies.

Reviews reports and case investigations and makes assignments for further investigation. Assigns, coordinates and supervises personnel and equipment at crime scene investigations. Prepares reports and reviews the reports of subordinates for completeness and accuracy.

Properly uses and maintains departmental equipment and ensures that others do the same.

May be required to perform Coroner duties due to needs of the Department or upon transfer to Patrol Division.

OTHER DUTIES:

If selected on a voluntary basis, may perform special duties such as Special Response Team (SRT), Cadet Coordinator, Reserve Deputy Coordinator, and Search & Rescue Coordinator.

Performs related work as required or directed.

SUPERVISION RECEIVED: Works under the direction of the Captain of Detectives and is subject to the direction of any officer of higher rank.

SUPERVISION EXERCISED: Responsible for the supervision and evaluation of officers in an investigative unit.

WORKING RELATIONSHIPS: Has numerous contacts with the general public, some of whom may be uncooperative and dangerous. Is involved with counseling employees concerning work performance. Has contact with other employees for the purpose of giving information, planning, advising on work efforts and resolving operating problems. May act as departmental spokesperson in dealing with the news media.

PHYSICAL/ENVIRONMENTAL DEMANDS: Requires adjusting to changing shifts and exposure to a stressful environment and potentially dangerous situations. The work requires strenuous physical activity and may involve working longer than eight-hour days. The employee is subject to call out at any time.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

KNOWLEDGE: Working knowledge of supervisory practices and principles. Thorough knowledge of departmental rules and regulations, policies and procedures. Thorough knowledge of applicable State and Federal laws, local resolutions and State and Federal court decisions. Thorough knowledge of modern law enforcement principles and practices specifically relating to criminal investigations. Thorough knowledge of laws and court decisions relating to search and seizure, rules of evidence and rights of the accused. Thorough knowledge of interview procedures and crime scene investigations.

SKILLS: Skill in the use of firearms and departmental vehicles. Skill in the use of specialized investigative equipment. Skill in the use of personal computer.

ABILITIES: Ability to assign, coordinate and supervise the work of subordinate officers. Ability to analyze situations quickly and objectively to determine proper courses of action. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of others. Ability to exhibit emotional stability and remain calm in stressful situations. Ability to perform activities requiring excellent physical conditioning. Ability to communicate effectively in the English language, orally and in writing. Ability to establish and maintain effective working relationships with diverse individuals and groups.

MINIMUM QUALIFICATIONS:

EXPERIENCE: One year experience as a Senior Deputy.

EDUCATION: Requires a Montana POST Basic Certificate.

## COUNTY OF MISSOULA

### LIEUTENANT - DETECTIVE DIVISION 4/2016

This position is subject to the overtime requirements of state and federal wage and hour law, i.e. non-exempt.

**DEFINITION:** Performs supervisory, administrative, and technical law enforcement work. Serves as a Deputy County Coroner.

**EXAMPLE OF DUTIES:**

(The following are intended to illustrate typical duties; they are not meant to be all inclusive or restrictive.)

**ESSENTIAL DUTIES:**

Assumes command of the Detective Division in the absence of the Captain. Supervises and assigns cases to officers conducting criminal investigations. Reviews reports and forms of subordinates to ensure accuracy and completeness. Assigns, directs, trains, and evaluates the work of law enforcement officers.  
Ensures execution of orders and adherence to work procedures and policies.

Assists in the analysis of division functions, resource and budget priorities and makes recommendations.  
Maintains statistical data and completes related reports as required.  
Appears in court as required to present evidence and offer testimony.  
Directs and coordinates major crime scene investigations.  
Prepares and supervises the preparation of search warrants. Serves as Deputy County Coroner.  
Performs duties of deputy sheriff when necessary.

**OTHER DUTIES:**

If selected on a voluntary basis, may perform special duties such as Field Training Officer (FTO), Special Response Team (SRT), Cadet Coordinator, Reserve Deputy Coordinator, and Search & Rescue Coordinator.

Performs related work as required or directed.

**SUPERVISION RECEIVED:** Works under the general direction of the Captain of the Detective Division and is subject to the direction of any officer of higher rank.

**SUPERVISION EXERCISED:** Responsible for the supervision, evaluation, and training of officers within an assigned unit. May exercise indirect supervision through subordinate supervising officers. Assumes command in the absence of the Captain.

**WORKING RELATIONSHIPS:** Has numerous contacts with the general public, some of whom may be uncooperative and dangerous. Has contacts with other employees at all levels on specialized matters for the purpose of planning, coordinating, advising on work efforts or resolving operating problems. Counsels employees concerning work performance and handles difficult relationships. May act as department representative and spokesperson at meeting and with the news media.

**PHYSICAL/ENVIRONMENTAL DEMANDS:** May require exposure to a stressful environment and potentially dangerous situations and adjustment to changing shifts. The work requires strenuous physical activity and may require working longer than eight-hour days. The employee is subject to call-out at any time.

**REQUIRED KNOWLEDGE, SKILLS & ABILITIES:**

**KNOWLEDGE:** Extensive knowledge of modern law enforcement principles and practices specifically relating to criminal investigations. Extensive knowledge of laws and court decisions relating to search and seizure, rules of evidence and rights of accused. Extensive knowledge of interrogation and interview techniques and crime scene investigations. Thorough knowledge of supervisory and management principles and practices. Thorough knowledge of departmental rules and regulations, policies and procedures.

**SKILLS:** Skill in the use of firearms and departmental vehicles. Skill in the use of specialized investigative equipment. Skill in the use of personal computer.

**ABILITIES:** Ability to assign, coordinate and supervise the work of subordinate officers. Ability to analyze situations quickly and objectively to determine proper course of action. Ability to communicate effectively in the English language, orally and in writing. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of others. Ability to establish and maintain effective working relationships with diverse individuals and groups. Ability to remain calm in stressful situations. Ability to plan, organize and conduct investigations.

**MINIMUM QUALIFICATIONS:**

**EDUCATION:** Requires a Montana POST Basic Certificate

**EXPERIENCE:** Three (3) years of experience as a Senior Deputy is required. Experience as a Sergeant or Corporal is desired.

**COUNTY OF MISSOULA**

**SERGEANT – SPECIAL TEAMS  
5/2020**

This position is subject to the overtime requirements of state and federal wage and hour law, i.e. non-exempt.

**DEFINITION:** Performs technical and supervisory law enforcement work in directing and assisting specials teams including but not limited to deputies assigned to Civil and Court Support.

**EXAMPLE OF DUTIES:** (The following are intended to identify major duties. They are not meant to be all inclusive or restrictive.)

**ESSENTIAL DUTIES:**

Performs duties of subordinate special teams officers in addition to the following:

Establishes and implements courthouse and courtroom security measures. Plans, organizes, and executes safety procedures in and around the courthouse.

Plans, organizes, and oversees School Resource Officers.

Assigns, directs, trains and evaluates the work of law enforcement officers.

Ensures execution of orders and adherence to work procedures and policies. Inspects uniform appearance of subordinates and checks patrol vehicles for conformity to standards.

Assigns, coordinates and supervises personnel and equipment at scenes of disturbance, accident, crime or emergency situation.

Prepares reports and reviews the reports of subordinates for completeness and accuracy.

Properly uses and maintains departmental equipment and ensures that others do the same.

Ensures sufficient coverage by officers during an assigned shift.

Performs the duties of a deputy sheriff.

**OTHER DUTIES:**

If selected on voluntary basis, may perform special duties such as Field Training Officer (FTO), Special Response Team (SRT), Cadet Coordinator, Reserve Deputy Coordinator, Search & Rescue Coordinator, and Deputy County Coroner.

Performs related work as required or directed.

SUPERVISION RECEIVED: Works under the direction of the Support Services Captain and is subject to the direction of any officer of higher rank.

SUPERVISION EXERCISED: Responsible for the supervision and evaluation of deputies assigned to civil and court support in the Support Services division.

WORKING RELATIONSHIPS: Has numerous contacts with the general public, some of whom may be uncooperative and dangerous. Is involved with counseling employees concerning work performance. Has contact with other employees for the purpose of giving information, planning, advising on work efforts and resolving operating problems. May act as departmental spokesperson in dealing with the news media.

PHYSICAL/ENVIRONMENTAL DEMANDS: Requires adjusting to changing shifts and exposure to a stressful environment and potentially dangerous situations. The work requires strenuous physical activity and may involve working longer than eight-hour days. The employee is subject to call-out at any time.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

KNOWLEDGE: Thorough knowledge of supervisory practices and principles. Thorough knowledge of departmental rules and regulations, policies and procedures. Thorough knowledge of applicable state and federal laws, local resolutions and state and federal court decisions. Thorough knowledge of modern law enforcement principles, procedures and techniques. Thorough knowledge of arrest procedures and the rights of the accused. Working knowledge of the physical layout of Missoula County, streets, roads, etc. Working knowledge of interrogation and interview procedures, rules of evidence and crime scene investigation.

SKILLS: Skilled in the use of firearms and operation of departmental vehicles and equipment. Skill in the use of a computer and related software.

ABILITIES: Ability to assign, coordinate and supervise the work of subordinate officers. Ability to analyze situations quickly and objectively to determine proper course of action. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of others. Ability to exhibit emotional stability and remain calm in stressful situations. Ability to perform activities requiring excellent physical conditioning. Ability to communicate effectively in the English language, orally and in writing. Ability to establish and maintain effective working relationships with diverse individuals and groups.

**MINIMUM QUALIFICATION REQUIREMENTS:**

EDUCATION: Requires a Montana POST Basic Certificate.

EXPERIENCE: One year of experience as a Senior Deputy. Experience as a Corporal desired.

SPECIAL REQUIREMENTS: Requires a valid Montana Driver's License.

**MISSOULA COUNTY**

**LIEUTENANT – SPECIAL TEAMS**  
**10/2022**

This position is subject to the overtime requirements of state and federal wage and hour law, i.e., non-exempt.

**DEFINITION:** Performs professional level supervisory, administrative and technical law enforcement work for the Missoula County Sheriff's Office.

**EXAMPLE OF DUTIES:** (The following are intended to identify major duties. They are not meant to be all inclusive or restrictive.)

**ESSENTIAL DUTIES:**

Manages the Field Training Program and the Field Training Officers including program budget, and assigning and reviewing all FTO specific training and leadership schools. Reads all Daily Observation Reports produced by FTOs and determines FTO/trainee assignments. Responsible for all recommendations to the Sheriff for advancement out of the FTO program, and recommendations of termination.

Supervises, directs and evaluates the K-9 program including managing the budget, determining training needs, determining wellness of K-9s in the program, and responding to all major K-9 deployments and providing an after-action review to the Sheriff.

Responsible for all annual firearms qualifications required by the department, including rifle, handgun, and shotgun.

Oversees the purchase and distribution of resources such as ammunition and any weapons issued by the office.

Manages as assists team leaders in all special teams: Search and Rescue, Drone Program, and Dive Program.

Serves as a liaison and manages the Forest Service Contract.

May Perform the duties of a deputy coroner, SRT Commander, or EOD commander if qualified.

**OTHER DUTIES:**

If selected on a voluntary basis, may perform special duties such as Special Response Team (SRT), Cadet Coordinator, Reserve Deputy Coordinator, Search & Rescue Coordinator, Dive Team, or Drone Pilot.

Performs related work as required or directed.

**SUPERVISION RECEIVED:** Works under the direction of the Captain of Special Teams and is subject to the direction of any officer of higher rank. May report directly to Sheriff and Undersheriff during special team operations.

**SUPERVISION EXERCISED:** Responsible for the supervision, evaluation and training of officers assigned as FTO and in that capacity. Will work with their Sergeant in personnel matters. Supervises the Sergeant of Special Teams. May exercise indirect supervision through subordinate supervising officers.

**WORKING RELATIONSHIPS:** Has numerous contacts with the general public, some of whom may be uncooperative and dangerous. Has regular contact with member of any of the listed Special Teams. Has contact with employees at all levels for the purpose of planning, coordinating, advising on work efforts or resolving operating problems. Serves as the department liaison with other County departments and government agencies on assigned topics. May act as departmental representative and spokesperson at meetings or with the news media. May work with other departments or agencies as directed by the Sheriff for special operations.

**PHYSICAL/ENVIRONMENTAL DEMANDS:** The employee is required to carry a weapon and is exposed to potentially dangerous situations. Requires adjusting to changing shifts; exposure to a stressful environment; exposure to human blood, urine and other contagious sources and working both indoors and outdoors in all temperatures. The work may require working longer than twelve-hour shifts. Employee is subject to call-out at any time. The work requires frequent driving; occasional standing and walking on all types of surfaces and frequent reaching. Running, jumping and climbing stairs, ladders and fences are activities required occasionally. Lifting, carrying and pushing/pulling of items weighing greater than 140 lbs are required occasionally.

## REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

**KNOWLEDGE:** Extensive knowledge of modern law enforcement principles, practices and techniques. Extensive knowledge of laws and court decisions relating to search and seizure, arrest, rules of evidence and rights of the accused. Thorough knowledge of supervisory and management principles and practices. Thorough knowledge of departmental rules and regulations, policies and procedures. Thorough knowledge of firearms and the uses thereof. Thorough knowledge of the principles of adult learning and methods of instruction. Thorough knowledge of Missoula County HR policies and the provisions of the MCDSA collective bargaining agreement. General knowledge is needed of all programs supervised and their functioning principles.

**SKILLS:** Skill in the use of firearms and the operation of departmental vehicles and equipment. Skill in the use of standard computer resources, Microsoft Office, and specialized law enforcement software, including use of mobile data terminals (MDT). Must have an understanding of Field Training principles and supervision

**ABILITIES:** Ability to assign, coordinate and supervise the work of subordinate officers. Ability to analyze situations quickly and objectively to determine proper courses of action. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of others, of other agencies and the public. Ability to exhibit emotional stability and remain calm in stressful situations. Ability to teach and instruct law enforcement topics. Ability to communicate effectively in the English language, orally and in writing. Ability to establish and maintain effective working relationships with diverse individuals and groups. Ability to manage budgets and proper ordering procedures for equipment and training.

## MINIMUM QUALIFICATIONS:

**EXPERIENCE:** Three years' experience as a Senior Deputy. Experience as a Sergeant or Corporal desired. Experience as a Field Training Officer or Department Trainer desired.

**EDUCATION:** Requires POST Supervisory certificate.

**SPECIAL REQUIREMENTS:** Requires a valid Montana Driver's License.

## **COUNTY OF MISSOULA**

### **SERGEANT -TRAINING 4/2022**

This position is subject to the overtime requirements of state and federal wage and hour law, i.e; non-exempt.

**DEFINITION:** Performs technical and supervisory law enforcement work in training and equipping sworn and reserve deputies, and probationary deputies.

**EXAMPLE OF DUTIES:** The following are intended to illustrate typical duties; they are not meant to be all inclusive or restrictive.

#### **ESSENTIAL DUTIES:**

Performs duties of subordinate officers of the Patrol and Special Teams Divisions in addition to the following:

Ensures execution of orders and adherence to training procedures, policies and best practices.

Primary focus is to train sheriff's office personnel. To include annual in-service training requirements, continuing education for professional development, locate and host local and regional training opportunities.

Assigns, coordinates, and supervises, personnel and equipment required to complete department training assignments.

Evaluates personnel and training for effectiveness, ensures all departmental training complies with established safety practices.

Prepares training briefs, training documentation and reviews the reports and documents of subordinates for completeness and accuracy.

Properly uses and maintains departmental equipment, trains others in the proper use of the same.

#### **OTHER DUTIES:**

If selected on a voluntary basis, may perform extra-duty assignment such as: Deputy Coroner, Special Response Team

(SRT), EOD, Cadet Coordinator, Reserve Deputy Coordinator, Senior Intoxilizer Specialist and Search & Rescue Coordinator.

Performs related work as required or directed.

**SUPERVISION RECEIVED:** Works under the direction of the Administrative Captain and is subject to the direction of any officer of higher rank.

**SUPERVISION EXERCISED:** Responsible for the supervision and evaluation of officers assigned to training.

**WORKING RELATIONSHIPS:** Has numerous contacts with the general public and other law enforcement agencies. Is involved with counseling employees concerning work and training performance. Has contacts with other agencies for the purpose of planning and conducting training, advising on work efforts and resolving operating problems. May act as departmental spokesperson in dealing with the news media.

**PHYSICAL/ENVIRONMENTAL DEMANDS:** The employee is required to carry a weapon and is exposed to potentially dangerous situations. Requires adjusting to changing shifts; exposure to a stressful environment; exposure to human blood, urine and other contagious sources and working both indoors and outdoors in all temperatures. The work may require working longer than twelve-hour shifts. Employee is subject to call-out at any time. The work requires frequent driving; occasional standing and walking on all types of surfaces and frequent reaching. Use of the hands is continuously required; applying pressure with the hands and forceful, repeated or sustained exertions are occasionally required. Running, jumping and climbing stairs, ladders and fences are activities required occasionally. Lifting, carrying and pushing/pulling of items weighing greater than 140 lbs are required occasionally.

#### **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

**KNOWLEDGE:** Thorough knowledge of departmental rules and regulations, policies and procedures. Thorough knowledge of applicable state and federal laws, local resolutions and state and federal court decisions. Thorough knowledge of modern law enforcement principles, procedures and techniques. Thorough knowledge of arrest procedures and the rights of the accused. Working knowledge of the physical layout of Missoula County, streets, roads, etc. Working knowledge of interrogation and interview procedures, rules of evidence and crime scene investigation. Basic knowledge of the principles of adult learning, communication styles, and how to conduct classroom and field instruction. Basic knowledge of supervisory and training practices and principles.

**SKILLS:** Skill in the use of firearms and the operation of departmental vehicles and equipment. Skill in the use of standard computer resources, Microsoft Office, and specialized law enforcement software, including use of mobile data terminals (MDT).

**ABILITIES:** Ability to assign, coordinate and supervise the work of subordinate officers. Ability to analyze situations quickly and objectively to determine proper course of action. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of others. Ability to exhibit emotional stability and remain calm in stressful situations. Ability to perform activities requiring excellent physical conditioning. Ability to communicate effectively in the English language, orally and in writing. Ability to establish and maintain effective working relationships with diverse individuals and groups.

#### **MINIMUM QUALIFICATION REQUIREMENTS:**

**EDUCATION:** Requires a Montana POST Instructor Certificate.

**EXPERIENCE:** Requires one year experience as Senior Deputy. Experience as a Field Training Officer or Department Trainer desired.

## ADDENDUM B

### CERTIFICATION PAY GRID

*ARTICLE 29, Section 3: A bargaining unit employee who achieves first-level instructor, intermediate, advanced, supervisory, or command certification through the Montana Public Safety Officer Standard and Training Council (POST), or who has earned a bachelor's degree or higher-level degree from a college or university accredited by an agency recognized by the U.S. Department of Education, shall receive an additional \$0.75 per hour for each certification level achieved. For the purpose of this section, the degree may have been received prior to or during employment with the EMPLOYER but an employee may receive this additional pay for only one (1) degree. An employee with the range of Corporal shall receive \$1.00 per hour for a supervisory certificate. An employee with the rank of Sergeant or Lieutenant shall receive \$1.50 per hour for a supervisory certificate. An employee with the rank of Lieutenant shall receive \$1.50 per hour for a command-level certificate.*

| <u>Certificate*</u>  | <b>RANK</b>           |                |                  |               |                 |                 |                   |
|----------------------|-----------------------|----------------|------------------|---------------|-----------------|-----------------|-------------------|
|                      |                       | <b>Regular</b> |                  | <b>Senior</b> |                 |                 |                   |
|                      | <u>Probationary**</u> | <u>Deputy</u>  | <u>Detective</u> | <u>Deputy</u> | <u>Corporal</u> | <u>Sergeant</u> | <u>Lieutenant</u> |
| Basic                | \$0.00                | \$0.00         | \$0.00           | \$0.00        | \$0.00          | \$0.00          | \$0.00            |
| 1st Level Instructor | \$0.00                | \$0.75         | \$0.75           | \$0.75        | \$0.75          | \$0.75          | \$0.75            |
| Intermediate         | \$0.00                | \$0.75         | \$0.75           | \$0.75        | \$0.75          | \$0.75          | \$0.75            |
| Advanced             | \$0.00                | \$0.75         | \$0.75           | \$0.75        | \$0.75          | \$0.75          | \$0.75            |
| Supervisory          | \$0.00                | \$0.75         | \$0.75           | \$0.75        | \$1.00          | \$1.50          | \$1.50            |
| Command              | \$0.00                | \$0.75         | \$0.75           | \$0.75        | \$0.75          | \$0.75          | \$1.50            |
| Bachelor's Degree+   | \$0.00                | \$0.75         | \$0.75           | \$0.75        | \$0.75          | \$0.75          | \$0.75            |
| Military Service     | \$0.00                | \$0.75         | \$0.75           | \$0.75        | \$0.75          | \$0.75          | \$0.75            |

*\*Limited to one of each. Certification pay is limited to certifications issued based on the requirements provided by Montana POST Council. Requirements are published on the POST website.*

*\*\*Probationary Deputies who have earned and maintained Montana POST Certificates in prior employment are eligible for certification pay upon providing proof to their supervisor.*