

AGREEMENT
BETWEEN THE
HILL COUNTY SHERIFF'S OFFICE
AND
MONTANA PUBLIC EMPLOYEES
ASSOCIATION

JULY 1, 2017 – JUNE 30, 2019



AGREEMENT

This Agreement, entered into this _____ day of _____, 2018, at Havre, Montana between HILL COUNTY SHERIFF'S OFFICE, MONTANA, a body politic and a political subdivision of the State of Montana, herein referred to as the "County" and the MONTANA PUBLIC EMPLOYEES ASSOCIATION, herein referred to as the "Association" (collectively, "the Parties").

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana statutes, this agreement has as its purpose the promotion of harmonious relations between the County 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 I **DEFINITIONS**

Section 1. County: The term "County" means the Hill County Sheriff's Office, Hill County, Montana, its Board of County Commissioners or representatives of the Board.

Section 2. Association: The term "Association" shall mean the Montana Public Employees Association, Hill County Deputy Sheriffs, Hill County Detention Facility Administrator, Dispatchers, Detention Officer and Civil Secretary/Dispatcher unit of Havre, Montana.

Section 3. Days: When referring to time limitations in the contract, unless specifically stated otherwise, the word "days" means calendar days.

ARTICLE II **RECOGNITION**

The County recognizes the Association as the exclusive representative for all permanent regular deputy sheriffs, dispatchers, civil secretaries, and detention officers of Hill County, Montana; except this bargaining unit excludes deputies of the rank of Undersheriff or above or their equivalent ranks in the event that their titles are changed.

ARTICLE III **ASSOCIATION SECURITY**

In accordance with §39-31-203, M.C.A. the Association is allowed the following dues check-off for employees who are members of the Association. The Association will certify to the County its current monthly rate of membership dues and individual members who so desire will submit to the County. In order for a deduction to be made for a given month, a signed authorization card must be in the possession of the County no later than the first day of said month. Upon submission of a properly executed authorization card of the employee involved, the County will deduct from the employee's paycheck the monthly rate of membership dues.



Upon receipt by the County of a written request of an employee, the dues check-off deduction for such employee will terminate.

ARTICLE IV COUNTY RIGHTS

Section 1. Rights of the County: The Association recognizes that the County has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the County to the full extent authorized by law. The Association further agrees that all management rights, functions and prerogatives not expressly delegated in this Agreement are reserved to the County.

Section 2. Management Rights, (In compliance with State statute 39-31-303, M.C.A.): The Association shall recognize the prerogatives of the County to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

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

Such rights are retained by the County unless such rights are specifically relinquished in this Agreement.

Section 3. Effective Laws, Rules, and Regulations: The parties recognize the right, obligation and duty of the County, and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary in so far as such rules, regulations, directives and orders are not inconsistent with terms of this Agreement, and all terms of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such law, rules, regulations, directives, and orders, shall be null and void and without force and effect.

ARTICLE V HOURS OF WORK, COMPENSATION AND TRAINING

Section 1. Rank Structure:

I. Rank

- (A) Probationary Deputy Sheriff - 80% of the Sheriff's salary on hiring.

- (B) Deputy I - 82% of Sheriff's salary.
Must have successfully completed one year as a probationary deputy sheriff with the Hill County Sheriff's Office. Must have M.L.E.A. basic certificate.
- (C) Deputy II - 85% of Sheriff's salary.
Must have four years law enforcement experience credited under the Hill County Sheriff's Office Contract provisions.
Must have P.O.S.T. Basic and Intermediate Certificates.
- (D) Deputy III - 87% of Sheriff's salary.
Must have six years law enforcement experience credited under the Hill County Sheriff's Office Contract provisions.
Must have P.O.S.T. Intermediate Certificate and have attained 100 job related training points toward P.O.S.T. Advanced Certificate.
- (E) Chief Deputy - 90% of Sheriff's salary.
Must have ten years law enforcement experience credited under the Hill County Sheriff's Contract provisions. Must have P.O.S.T. Advanced Certificate.
Must obtain P.O.S.T. Supervisory Certificate at first available opportunity. This position will be appointed by the Sheriff and the Sheriff will assign specific duties.
- (F) Detention Facility Administrator - 90% of Sheriff's salary.
Detention Center Administrator will be appointed by the Sheriff.
- (G) Deputies shall receive a 3.0% base pay increase to be paid retroactive from July 1, 2017.
- (H) Dispatchers, Detention Officers and Civil Secretary/Dispatcher shall receive a 3.0% base pay increase to be paid retroactive from July 1, 2017 - salaries will be as set forth in Article V, Section 17. The Chief Dispatcher earns an additional \$.50/hour. If a Chief Detention Officer position is utilized, Chief Detention Officer earns an additional \$.50/hour. The Transport Officer earns an additional \$.25/hour.

II. General

- (A) Law enforcement experience is defined as prior experience as a sworn, full-time peace officer with a recognized law enforcement agency.

Detention officer experience is defined as prior experience as a full-time detention or correction officer with a recognized detention or correctional facility.

Dispatch experience is defined as prior experience as a full-time dispatcher or communications officer with a recognized law enforcement agency.

- (B) Experience apart from the Hill County Sheriff's Office will be credited on a one for

two basis. In other words, for every two years of outside experience a Member will receive one-year credit towards advancement with the Hill County Sheriff's Office. This credit shall not exceed 3 years.

Within the Hill County Sheriff's Office, if a Dispatcher or Detention Officer is promoted to Deputy, experience in the Hill County Sheriff's Office will be credited on a one for four basis. In other words, for every four years of Hill County Detention Officer or Dispatcher experience a Dispatcher or Detention Officer will receive one-year credit towards advancement with the Hill County Sheriff's Office. This credit shall not exceed 3 years.

- (C) In every case, an employee must serve the appropriate probationary period based on the respective job classification.
- (D) After successful completion of the probationary period, an employee with prior experience can be promoted to the appropriate rank/scale after review by the Sheriff.
- (E) If there are extenuating circumstances, lack of funding, scheduling conflicts, etc., the Sheriff can promote an employee who has met the years of service criteria and extend the time needed for training. Any extension must be agreed upon by the employee and the Sheriff. This section applies only to employees who are required to achieve specific training levels for advancement.
- (F) If a dispute arises as to whether an agency or facility is recognized, the Sheriff will ask the P.O.S.T. Council to verify recognition. The Sheriff retains final authority as to determinations of recognition.

Section 2. Work Hours: The normal work hours and work week of the employees covered under this Agreement shall remain under the discretion of the County to establish. It is understood and agreed that the County Sheriff's Office is a 24-hour per day and 7-day per week operation.

Section 3. Breaks: Dispatchers, detention officers and deputies shall receive two paid 15-minute breaks per 8-hour shift. The breaks shall be taken as directed by the supervisor or as the employee's workload allows. Because dispatchers frequently are unable, due to workload, to take scheduled breaks, full-time dispatchers will be paid a \$40.00 per month stipend in addition to their base pay.

Section 4. Scheduling: The Association recognizes the County's rights to schedule. Employees shall be placed on a regular work schedule which shall be posted three months in advance.

Posting may occur on the computer network. The existing schedules currently in place shall continue unless modified as allowed herein.

Employees may propose a schedule change taking into consideration the manpower needs of



the office as determined by the Sheriff. Only Dispatchers and Civil Secretaries will vote on the proposed dispatchers' schedule. Only Detention Officers will vote on the proposed detention officers' schedule. Only Deputies will vote on the proposed deputies' schedule. If the proposed schedule is approved by a majority of the employees in that job title, the employees shall submit the proposed schedule to the Sheriff. The Sheriff shall approve or disapprove it within ten days. If disapproved, the schedule shall remain the same. If approved, the schedule will be implemented as soon as is practical based on current assignments and manpower needs but shall be implemented within ninety days after acceptance.

All schedules shall follow these guidelines:

1. Schedules shall incorporate 160 hours worked for each deputy in a 28-day period. Except as allowed in this agreement, an employee's schedule shall not be changed except in cases of manpower shortage, illness, vacation requests, budgetary cutbacks or layoffs, cases of emergency, or when required to finish an assigned task begun on a previous shift.
2. An employee's schedule may be changed: a) By agreement between the Sheriff and employee; b) When the employee is scheduled for a special assignment - which shall include, but is not limited to, court appearances scheduled more than three days prior to a shift change; c) Court appearances lasting more than five hours; d) Training sessions scheduled more than three days prior to shift change; or e) Community service programs (such as D.A.R.E.) scheduled more than three days prior to shift change.

Section 5. Flexing Shifts: When overtime is computed, sick leave, vacation, holiday or compensatory time taken during the work week will be considered as time worked. Employees shall not be required to suspend work during regular scheduled hours to absorb overtime. The County may flex a shift when circumstances require the employee to spend more than five working hours on a shift prior to the employee's regular scheduled shift.

Section 6. Overtime: All Deputies will be compensated at an overtime rate of 1 1/2 hours for each hour worked over 160 hours in any 28-day period for normal duties performed. Training duties for all employees, including but not limited to law review, training seminars, qualifications or medical training, or any travel to or from those events, will be compensated at the normal hourly rate for up to 11 hours in the 28-day period. Time spent on training duties after the 11 hours will be compensated at 1 1/2 hours for each hour worked.

Section 7. Court Time Pay: Any Association member, who is required by the proper authority to be in Court during his/her off-duty hours that are not an extension (either one and one-half hours before or after) of his/her regular shift shall be compensated for a minimum of three hours at the overtime rate of pay. Hours for court appearances that are extensions of the regular shift will be paid at the overtime rate of actual hours worked. Court time pay is compensation for actual hours spent in court, not payment for each appearance in the same day. Each member who is scheduled to appear in Court must contact the Court before 5:00 p.m. on the last normal court day proceeding the scheduled trial day. If the trial is canceled after the member contacts the Court, the member is entitled to the minimum hours for court



time for his or her shift. If the member fails to contact the Court and the Court is canceled, the member shall not be entitled to the minimum court time pay.

Section 8. Compensatory Time:

1. Upon mutual agreement between the employee and Management, a "non-exempt" employee may be allowed to accrue and use non-exempt compensatory time in lieu of cash overtime compensation.
2. Compensatory time for "non-exempt" employees will accrue at the rate of 1 ½ hours for each hour of overtime worked.
3. "Non-exempt" compensatory time may not be accrued beyond 240 hours, which represents not more than 160 hours of actual overtime worked.
4. A "non-exempt" employee must have the appropriate supervisor's prior approval to accrue or use compensatory time.
5. Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final rate of pay, or the average regular rate received by such employee during the last three years of employment, whichever is higher.
6. This section shall be administered in accordance with Federal Fair Labor Standards Act, Federal Regulations.

Section 9. Call-out Pay: A Deputy, or a Dispatcher or Detention Officer who is a member of the DRT team or any Sheriff's Office employee who the Sheriff considers essential in a given situation, who is called back to work while in "off duty" status and then returns to "off duty" status, shall be paid for a minimum of 3 hours at 1 1/2 times the regular rate of pay. For additional time worked by one to three hours minimum, compensation shall be at the regular overtime rate of 1 ½ times pay. If the call-out period extends into a regularly scheduled shift, the overtime rate shall cease when the shift begins.

Section 10. Shift Exchange: An employee may be allowed to trade a shift with another employee of the same classification subject to the following limitations:

1. The exchange of shifts must occur within the established seven-day work week of the employee.
2. Each request must be made five days in advance of the date of the first shift to be traded and must be approved by shift supervisor within three days of all shifts that are affected.
3. Shift exchange shall not result in any additional or overtime costs to the County.
4. When an employee accepts or requests a traded shift, he/she is responsible to report

for work as if regularly assigned. Failure to do so may result in discipline.

Section 11. Longevity: Pursuant to §7-4-2510, M.C.A., beginning on the date of his/her first anniversary of employment with the department adjusted annually, a deputy sheriff is entitled to receive a longevity payment amounting of 1% of the minimum base annual salary for each year of service with the department, but years of service during any year in which the salary was set at the same level as the salary of prior fiscal year may not be included in any calculation of longevity increases. This payment shall be made in equal monthly installments.

Section 12. Duty Uniform, Clothing, Equipment & Body Armor:

1. **Uniform/Clothing/Equipment Standards.** All Deputy Sheriffs and Detention Officers must abide by the uniform, clothing, and equipment standards set by the Sheriff. Failure to maintain proper appearance and equipment maintenance is grounds for discipline. Deputies and Detention Officers will receive a clothing allowance with which to purchase required items, in addition to equipment provided by the Sheriff.
2. **Uniform/Clothing Allowance.** Deputy Sheriffs will receive an annual clothing allowance of \$900.00. Full-time Detention Officers will receive an annual clothing allowance of \$700.00. Part-time Detention Officers will receive an annual clothing allowance of \$350.00. All new Deputy Sheriffs will receive a one-time, additional clothing allowance of \$200.00. All new Detention Officers will receive a one-time, additional clothing allowance of \$150.00. Employees entitled to an allowance will be paid a lump-sum payment by separate check no later than sixty days after passage of the County budget each fiscal year of this Agreement. Payment is taxable as income to the employee. The allowance shall be used only for duty uniform, clothing, and equipment expenses. Newly hired Deputy Sheriffs and Detention Officers will receive, upon employment, their clothing allowance prorated based on the fiscal year. The proration does not apply to the additional \$200 or \$150. If the newly hired Deputy Sheriff or Detention Officer completes a full 12 months of service from the date of hire, he/she shall receive the balance of the prorated clothing allowance upon completion of the 12 month period. He/she shall also receive the regular clothing allowance for the year at the same time as other deputies/detention officers. In the event an employee who received an allowance resigns, retires, or is otherwise terminated from employment, the annual allowance received will be prorated retroactively for a twelve month period, and the prorated amounts for post-termination months refunded to the Sheriff by way of deduction from final paycheck.
3. **Equipment.** The Sheriff will provide Deputies with equipment from the attached equipment list marked as Exhibit A. Deputies will be responsible for supplying other equipment not specified on the equipment list. The equipment supplied by the Sheriff is County property, and the Deputy will be responsible for maintaining proper care of the equipment. The equipment supplied by the Deputy is considered the Deputy's personal property and may be retained by the Deputy.
4. **Body Armor.** The Sheriff will provide a protective vest to new Deputies on initial hire. The Sheriff will provide replacement protective vests for current Deputies on a five-year rotating schedule. The vest will be selected at the Sheriff's discretion, taking into account the

Deputies' reasonable request for comfort and ballistic protection. The Deputy has the option of declining the vest in his/her designated year, and requesting a new vest for a subsequent year. If the Deputy declines the vest, the Deputy shall identify the year in which he/she desires the replacement vest at the time of denial. New Deputies will be added to the rotating schedule in a manner deemed appropriate by the Sheriff. The vests will at all times be the property of Hill County, and the Deputies will be responsible for maintaining the vests' proper care, subject to the usual and reasonable wear and tear.

5. **Firearms.** The County shall provide Deputies with firearms.

Section 13. Replacement Costs: The County shall reimburse the employee for reasonable costs for replacement or repair of a wristwatch, eyeglasses, contact lenses and/or clothing damaged or destroyed in the line of duty. 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. This Section shall not apply if restitution is granted to the employee by the courts. The Sheriff shall determine the definition of "reasonable replacement costs".

Section 14. Training: The County recognizes the need for periodic training of employees and will engage in all efforts to provide on-going in-service training to employees, as funds will allow. The County may also provide for course credit reimbursement from an accredited institution of higher learning. Such arrangements shall be reduced to writing detailing under what conditions the County may reimburse for such classes. The approval or disapproval of such training is at the sole discretion of the Sheriff. A valid consideration in determining approval/disapproval is scheduling and availability of other employees.

Section 15. Training Pay: The Chief Deputy Sheriff, Chief Dispatcher, Detention Center Administrator or Chief Detention Officer ("supervisors") shall receive an additional \$.50 per hour in wages for all hours spent "training new employees". All other trained deputies, detention officers or dispatchers, who are designated to train, shall receive an additional \$1.00 per hour in wages for all hours spent "training new employees". The Sheriff shall designate which supervisor/employee shall train each new employee. For purposes of this clause, "training new employees" occurs when the new employee is completing the *Field Training and Evaluation Program*. When performing all other duties not set forth above, the supervisors and employees shall receive their normal rate of pay.

Section 16. Insurance: Hill County will pay \$1249 per month towards the health benefit plan for each employee and it is the County's intention to cover the full cost of each Employee's monthly health plan contribution to the extent permitted by the County budget.

Section 17. Wages: Dispatchers and Civil Secretary/Dispatcher will be paid according to the wage scale attached as Exhibit B-1, which includes a 3.0% base pay increase that will be paid retroactive from July 1, 2017. Detention Officers will be paid according to the wage scale attached hereto as Exhibit B-2, which includes a 3.0% base pay increase that will be paid retroactive from July 1, 2017. The wage scales in Exhibits B-1 (Dispatchers and Civil Secretary/Dispatcher) and B-2 (Detention Officers) include the wage increase for years of



service.

ARTICLE VI **SENIORITY**

Section 1. Accrual & Termination:

1. Upon successful completion of the probationary period employees shall accrue seniority from the date of their employment.
2. Seniority shall not accrue during layoffs, or while an employee is on a leave of absence without pay in excess of fifteen days.
3. Seniority shall terminate upon resignation, discharge, retirement, or by failure to report after recall from layoff.
4. On layoff, the least senior employee within each classification shall be the first laid off and on recall from layoff the most senior employee shall be the first recalled. Recall shall be by notice to the employee's last known address. Employees called back following a layoff shall have fourteen calendar days to return to work. Before an employee can be laid off, he/she must receive written notice fifteen days before the layoff is to occur.

Section 2. Definition: "Classification" shall mean Detention Officer, Dispatchers and Sheriff Deputies.

Section 3. List: The seniority list shall be maintained by the County listing employees by date of hire taking account of lapses in seniority accrual. The list shall be posted.

ARTICLE VII **JOB SECURITY**

Section 1. Probation: A probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not, in the judgment of the County, meet the required standard of performance.

The probationary period shall last for twelve months for all Deputy Sheriffs and six months for all Dispatchers and Detention Officers. If the County determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the County.

Section 2. Discharge: The County may discharge an employee with permanent status only for just cause. Upon request, the County shall furnish an employee subject to discharge or suspension with a statement of the grounds and specific reason(s) for such action. An employee with permanent status may appeal his/her dismissal, suspension or other punitive disciplinary action through the Grievance procedure set forth herein.

Section 3. Discipline: The County shall afford progressive discipline to all non-probationary employees. Summary Discharge shall be controlled by state law for sworn peace officers. Detention Officers and Dispatchers may be discharged for Just Cause without



progressive discipline only for gross misconduct.

Section 4. Disciplinary Record Retention:

1. All formal disciplinary action shall be presented to the employee by the Sheriff or Under Sheriff, with a signature line that indicates they have received the disciplinary action, or a witness statement and signature that the employee was presented with the disciplinary action. All formal disciplinary records shall be retained in Hill County's Personnel File, and a working file may be maintained at the Sheriff's Office. Only disciplinary material found in the Hill County Personnel File shall be used in further progressive disciplinary action of an employee.
2. Verbal warnings or admonishments shall be considered temporary contents of the personnel file and shall be removed one year from the date of issuance unless there is a subsequent incident(s). At the employee's request, any discipline document in the personnel file shall be reviewed by the Sheriff after two years of issuance, and at the Sheriff's discretion, the document may be removed from the personnel file at that time. If the Sheriff does not remove the document at that time, the employee may request removal of the said document one year from that date and every subsequent year.

ARTICLE VIII
MPEA GRIEVANCE PROCEDURES

Section 1. Open Discussion: The parties in their mutual interest, acknowledge that it is desirable for the employee and his/her supervisor to resolve problems through free and informal communications. Nothing contained in this Agreement shall be construed to prevent an employee from discussing a problem with his/her supervisor and having it adjusted without intervention or representation by Association representatives.

Section 2. Time Limitation: Failure of the Grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give decision within the time limits shall permit the Grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement between the parties.

Section 3. Union Representation: Each employee covered by this Agreement shall have the right to present grievances in accordance with procedures contained herein with or without representation. The decision to arbitrate will be subject to MPEA Bylaws and Representation Policy.

Section 4. Grievance: A grievance shall mean alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

Section 5. Definitions: The term "days" used herein shall mean the employee's scheduled working days. The term "unavailable" used herein shall mean the employee's supervisor is not on-duty within five days of the date the grievance arises.

For purposes of this procedure, the following defines the "employee's supervisor":

Detention Officers: Chief Detention Officer;

If the Chief Detention Officer is unavailable, Detention Administrator; If Detention Administrator is unavailable, Undersheriff; and If Undersheriff is unavailable, Sheriff

Dispatchers: Chief Dispatcher;

If the Chief Dispatcher is unavailable, Undersheriff; and If Undersheriff is unavailable, Sheriff.

Deputies: Chief Deputy;

If Chief Deputy is unavailable, Undersheriff; and If Undersheriff is unavailable, Sheriff.

Section 6. Grievance Procedure:

Step 1: When a grievance arises, within five days of the occurrence the employee shall submit a MPEA-Hill County Grievance Form to the employee's supervisor. The written request must contain a complete statement of the grievance and the remedy being sought. The supervisor will respond within five days of Grievant's request by completing the supervisor portion of the Form. If the grievance is against the employee's supervisor, the employee shall begin the grievance procedure at Step 2.

Step 2: If Grievant is not satisfied with the supervisor's response, within five days of receipt of the response, the Grievant may submit a request for review by submitting the completed MPEA Grievance Form to the Sheriff. The Sheriff will make a written response within ten days. The Undersheriff may act in the Sheriff's absence.

Step 3: If the grievance is not settled at Step 2, the Grievant may, within five days of receipt of the written response, write a formal appeal to the Personnel Officer. The appeal must include a copy of the Grievance Form and all written responses. Upon receipt, the Personnel Officer shall take steps to prevent the alleged conduct from continuing, pending completion of the investigation. The Personnel Officer will investigate the grievance and render a decision within ten days setting forth the reasons for the decision.

Step 4: If the grievance is not settled at Step 3, the Grievant may, within five days of receipt of the written response, write a formal appeal to the County Commissioners. The appeal must include a copy of the Grievance Form, all written responses, and the Personnel Officer's decision. Upon receipt, the Commissioners shall take steps to prevent the alleged conduct from continuing, pending completion of the investigation.

The Commissioners will investigate the grievance which shall include, but is not limited to, meeting with the Sheriff, the Grievant, and the Union Representative to discuss the facts of the case. The Commission shall render a decision within ten days after the meeting setting forth the reasons for the decision.



Step 5: If the grievance is not settled, the Grievant has fifteen days from the receipt of the Commission's written decision to notify the Commission of his/her intent to move the case to final and binding arbitration. Arbitration is subject to the following conditions:

1. The parties shall select an impartial arbitrator, who shall be agreeable to the County and the Association. In the event the parties to this dispute are unable to agree upon the selection of an arbitrator, the Board of Personnel Appeals, Department of Labor and Industry, shall be requested to provide a list of five names. The County and Grievant shall alternately strike names with the Grievant striking the first name, until one remains and that person shall be designated the arbitrator. The arbitrator shall consider the grievance and shall render a decision within twenty days of the date of the hearing.
2. The decision of the arbitrator shall be final and binding on both parties.
3. The arbitrator shall not have the power to detract from, modify, or amend this Agreement in any way.
4. Each party shall bear the fees and expenses of the presentation of its own case. The fees and expenses of the arbitrator shall be shared equally between the parties.

Section 7. Waiver: All time limits may be waived by mutual written agreement.

ARTICLE IX LEAVES

Section 1. Annual Vacation Leave: Employees of the Association are entitled to annual leave benefits as set forth for all public employees in §§ 2-18-611, 617 and 621, M.C.A.

1. Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, 2,080 hours (52 weeks x 40 hours) shall equal 1 year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period.
2. Vacations will be taken at a time that is mutually agreeable to the employee and the immediate supervisor, giving consideration to the needs of the employee and obligations of the department. Assignments of vacation will be made by granting requests to those who first request them 60 days prior to leaving on vacation; if two employees request the same vacation time on the same request day, seniority shall prevail.

Rate Earned: Vacation leave credits shall be earned at a yearly rate calculated in accordance with the following schedule:

Years of Employment:

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

Working Days Credit

15
18
21
24

Accumulation of Leave, Cash for Unused Transfer:

Annual vacation leave may be accumulated to a total not to exceed 2 times the maximum number of days earned annually as of the last day of any calendar year. Any balance of vacation leave of 2 times the maximum number of days earned annually as of December 31 or 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. Upon termination of employment with the County, 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.

An employee who terminates his employment for reason not reflecting discredit on himself shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in §2-18-611, M.C.A.

However, if an employee transfers between agencies of the same state, county, or city jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

Section 2. Sick Leave:

1. Employees of the Association are entitled to sick leave benefits as set forth for all public employees in Section §2-18-618, M.C.A.
2. Each full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits 2,080 hours (52 weeks x 40 hours) shall equal one year. Proportionate sick leave credits shall be earned and credited at the rate of twelve working days for each year of service without restrictions to the number of working days he/she may accumulate.
3. An employee may not accrue sick leave credits during a continuous leave of absence without pay, which exceeds fifteen calendar days. Employees are not entitled to be paid for sick leave under the provisions of this act until they have been continuously employed for ninety days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he/she has earned.
4. An employee who terminates employment with the County, is entitled to a lump sum payment equal to 1/4 of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he/she terminates his employment.

Accrual of sick leave credits for calculating the lump-sum payment provided for in this section begins July 1, 1971. The payment is the responsibility of the agency in which the sick leave accrues. However, an employee does not forfeit any sick leave rights or benefits accrued prior to July 1, 1971. However, when an employee transfers between agencies within the same jurisdiction, the employee is not entitled to a lump-sum payment. In a transfer between agencies, the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

5. An employee who receives a lump sum payment pursuant to this act and who is again employed by the County shall not be credited with any sick leave for which he/she has previously been compensated.
6. Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payments provided for in this act.
7. Necessary Sick Leave for Family: Sick leave is defined as a necessary absence due to a prearranged doctor's appointment or to illness or injury to the employee or a member of the employee's immediate family requiring the attendance of the employee. Necessary sick leave charges against an employee's sick leave credits must be reported to the supervisor prior to sick leave or in the case of an emergency as soon as the occasion may allow. Immediate family shall be set forth in County policy.
8. Illness which occurs during an employee's vacation shall be charged to sick leave in the event the employee is hospitalized.
9. Employees who, because of illness or injury, are subject to extended convalescence may return to work in a light or limited 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 light or limited duty status shall provide the County with written permission or authorization from his physician allowing the employee to return to work in that capacity. Employees capable of returning to a light or limited duty status as evidenced by written authorization from his treating physician may be required to return to such duty. Upon receipt, by the employee, of doctor's permission to return to his normal duties, the employee may return to his normal duties.

Section 3. Bereavement Leave:

1. Employees shall be given leave for funerals of their immediate family. This leave shall be charged to sick leave and/or vacation leave and may not exceed five working days. Immediate family includes father, mother, spouse, children, grandparents, brother, or sister of employee or spouse.
2. Attendance at the funeral of a law enforcement officer in another jurisdiction in Montana

may be authorized by the Sheriff without causing a loss in pay.

Section 4. Holidays:

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

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

1. When an employee is required by the County to work on a holiday listed above, he/she will be paid at the rate of 2 ½ times his/her regular rate of pay for the first eight hours of the shift, (or 1 ½ times his/her regular rate of pay and an alternative day off, to be taken at a time agreeable to the employee and County) and 1 ½ times worked beyond eight hours. However, if an employee should be scheduled to work more than eight hours on a holiday listed above, the County reserves the right to change the schedule to allow only an eight-hour shift.
2. If a full time employee is scheduled to work on a Holiday for less than eight hours he/she will be paid as per Article IX, Section 4, Sub (1) for each hour worked. In addition, the employee will receive straight, hour for hour, comp time for the difference between what he/she was scheduled to work and eight hours.
3. Any employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday scheduled by the employee and his supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. To be added to their comp time.

Section 5. Leaves Without Pay: Employee may take leaves of absence without pay, subject to the prior approval of the Sheriff. Requests may be submitted in writing to the Sheriff within a reasonable time prior to the requested starting date. The request may also state the reason for the leave and the requested duration of the leave. The Supervisor shall respond to the employee in writing giving the reason for denial if leave is denied.

Section 6. Jury Service/Witness, §2-18-619, M.C.A.:

1. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from the County. However, if an employee elects to charge his juror time off

against his annual leave, he shall not be required to remit to the County any expense or mileage allowance paid him by the Court.

2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from the County. However, if an employee elects to charge his/her witness time off against his/her annual leave, he/she shall not be required to remit his/her witness fees to the County. In no instance is an employee required to remit to the County any expense or mileage allowances paid him/her by the Court.
3. The County may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

Section 7. 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 of America, and who is a permanent employee of the County of Hill, shall be given a leave of absence with pay for a period of time not to exceed 15 working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave will not be charged against leave credits earned by the employee. Reinstatement privileges of employees who have been inducted into military service as provided for under State law will be provided.

Section 8. Maternity Leave: It shall be in violation of this agreement for the County 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 the County, provided that the County 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.

Employee will be given the option to choose either a leave of absence or sick leave, or a combination of both, for maternity leave.

ARTICLE X OFFICER SAFETY

Section 1. Safety Items: Hepatitis or any other medical shots and/or safety items (except handguns) required by personnel in the performance of his or her duties shall be provided at the County's expense. It is understood that the Hepatitis shots will be given to all employees in the bargaining unit who wish to have them. It is understood that individuals may require

more than one hepatitis shot in order to be properly protected. Upon the employee's request, Tuberculosis and AIDS testing shall be provided to all personnel at the expense of the County.

Section 2. Weapons Check: The County will pay for the cost of annual weapons check to assure its safe operation.

Section 3. Safety Committee: A Safety Committee shall be formed in the Sheriff's Office for the purpose of insuring a safe work environment pursuant to the Montana Safety Culture Act. The Committee shall be composed of one management official, one Deputy, one Dispatcher and one Detention Officer.

ARTICLE XI STRIKES AND LOCKOUTS

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 unit will join the County in requiring its members to return to work immediately. The County agrees that there shall be no lockout of bargaining unit employees.

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 1. Severability: If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 2. Administration of the Contract: Both parties retain all remedies provided to them by law, however, it is agreed that before either of the parties make use of these remedies, it will make a reasonable effort to settle the matter through such procedures as provided for by this contract.

Section 3. Unfair Labor Practice: It is understood and agreed by the parties that any claim by an employee which constitutes an unfair practice allegation as defined by Sec. 39-31-401, M.C.A. of the Montana Public Employees Collective Bargaining Law, as amended, shall not be subject to the grievance procedure provided in this Agreement, notwithstanding reference to any such matters in this Agreement, but the employee's exclusive remedy shall be to file such charges with the Board of Personnel Appeals as provided by Title 39, Chapter 31, M.C.A. of the Montana Public Employees Collective Bargaining Law, as amended, since jurisdiction for the determination and enforcement of unfair practices is vested in the Board of Personnel Appeals by the Montana Public Employees Collective Bargaining Law, as amended.

ARTICLE XIII
DURATION OF AGREEMENT

Section 1. Terms and Reopening Negotiations: The duration of this Agreement shall be two years, based upon the County's fiscal year; provided, however, that it shall be renewed automatically on any termination date for another one year in the form in which it has been written and amended or supplemented during its life unless one party gives written notice to another party at least ninety days and not more than 120 days before its current expiration date of its intention to terminate, amend, or modify the Agreement. It is intended by the parties that a renewed agreement shall have the same effect as an original agreement between the parties. It is mutually agreed that both parties will attempt to notify the opposing party to schedule a meeting for the next contract negotiation by April 15.

Hill County and MPEA agree this is a two-year contract that contains a wage opener clause to cover the period of July 1, 2018 through June 30, 2019. Hill County agrees the MPEA shall have the opportunity to request in writing, via posted letter, a date to reopen negotiations concerning wages and health insurance. The request to negotiate on behalf of MPEA members shall be made no sooner than May 2, 2018, and no later than June 30, 2018. Negotiations will begin on a date that is mutually agreed to after the written request.

Section 2. Effect: It is agreed by the parties to this Agreement that existing benefits and practices not specifically enumerated by and in this Agreement shall remain in effect.

Section 3. Term of Agreement: The County's fiscal year runs from July 1st of each year to June 30th of the following year. The term of this Agreement shall be July 1, 2017 to June 30, 2019.

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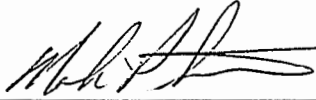
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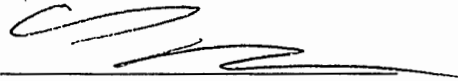
ENTERED INTO THIS _____ DAY OF _____, 2018

FOR THE BOARD OF
COUNTY COMMISSIONERS,
HILL COUNTY MONTANA:

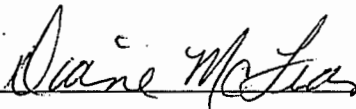
FOR THE MONTANA PUBLIC
EMPLOYEES ASSOCIATION,



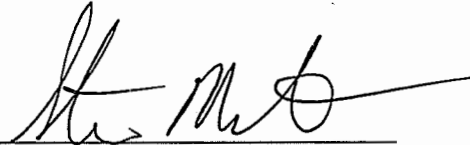
Mark Peterson, Chairman



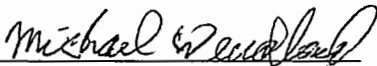
Quinton Nyman, Executive Director



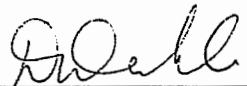
Diane McLean, Commissioner



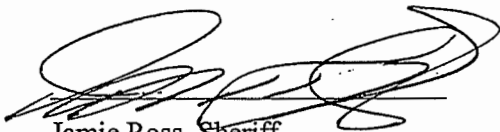
Steve Martin, President



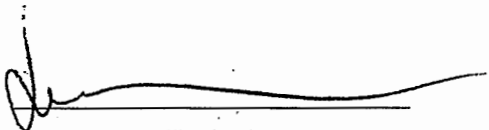
Michael Wendland, Commissioner



Darcy Dahle, Field Rep



Jamie Ross, Sheriff



Jessica Cole-Hodgkinson, Attorney

Deputy Equipment Provided by Sheriff

Shooting Glasses

Ear Protector Muffs

Rechargeable Flashlight Replacement Battery

Replacement Bulbs

Replacement Switch Cover

Ticket Book

Handcuffs

Handcuffs Key

ASP Baton

O.C. Pepper Spray

Radio Holder for Belt

Chevrons

