

LABOR AGREEMENT



BIG HORN COUNTY

AND

**MONTANA FEDERATION OF
PUBLIC EMPLOYEES (MFPE)
BIG HORN COUNTY
ROAD & BRIDGE**

JULY 1, 2019 THROUGH JUNE 30, 2022

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AGREEMENT

This Agreement, entered into this 17th day of September, 2019, at Hardin, Montana, by and between BIG HORN COUNTY, Montana, a body politic and a political subdivision of the State of Montana, herein referred to as the “Employer” or the “County”, and the MONTANA FEDERATION OF PUBLIC EMPLOYEES, herein referred to as the “MFPE”.

ARTICLE I DEFINITIONS

Section 1. COUNTY OR EMPLOYER: The term “County” or “Employer” shall mean Big Horn County, Montana, its Board of County Commissioners or any designated representative of the Board of County Commissioners.

Section 2. ASSOCIATION: The term “MFPE” shall refer to the Montana Federation of Public Employees (MFPE), Big Horn County Road and Bridge Unit of Big Horn County, Montana.

Section 3. DAYS: When referring to time limitations in the Agreement, unless specifically stated otherwise, the word “days” means calendar days.

Section 4. EMPLOYMENT:

Full-time Employee. Except as otherwise provided in this Agreement, the reference to the term “full-time employee” shall mean an employee who regularly works forty (40) hours per week.

Part-time Employee. Except as otherwise provided in this Agreement, the reference to the term “part-time employee” shall mean an employee who has regularly-scheduled work assignments and normally works less than forty (40) hours per week.

Temporary Employee. Except as otherwise provided in this Agreement, a temporary employee is one designated by the County as temporary for a definite period of time, not to exceed twelve (12) months; who performs temporary duties or permanent duties on a temporary basis; whose employment terminates at the end of the employment period; and who is ineligible to become a permanent employee without a competitive selection process.

Short-term Employee. A short-term employee is one hired by the County for an established hourly wage; who may not work for the County for more than ninety (90) days in a continuous twelve (12) month period; who is not eligible for permanent status; who the County cannot hire into another position without a competitive selection process; and who is not eligible to earn leave and/or holiday benefits.

Intermittent Employee. Except as otherwise provided in this Agreement, the reference to “intermittent employee” shall be those employees who are called to meet fluctuations in demand and hold no regularly-assigned hours.

Seasonal employee. Except as otherwise provided in this Agreement, the term “seasonal employee” means an employee designated by the County as seasonal, who performs work interrupted by the seasons and who the County may recall without a loss of rights and benefits accrued during the preceding season.

ARTICLE II RECOGNITION

The County recognizes MFPE as the exclusive representative for all Road and Bridge Department employees including, but not limited to, all road maintenance technicians, equipment operators, secretaries and mechanics employed by the Big Horn County Road and Bridge Department, excluding all supervisors and managers, and hereinafter referred to as the “Bargaining Unit”.

ARTICLE III MFPE RIGHTS

Section 1. Employee Rights. The parties recognize the rights afforded employees in Section 39-31-201 M.C.A. to join or refrain from joining MFPE. All Bargaining Unit employees may choose whether to exercise their rights to join or not to join MFPE, and if not to join MFPE, whether to pay a fair share contribution to MFPE for representation. All employees who were members of MFPE upon the date of ratification of this Agreement by both parties, and those employees who join or agree to pay a fair share contribution after becoming a member of the Bargaining Unit shall maintain such contributions or membership through the term of the current Agreement. Upon the expiration of the current Agreement, the Bargaining Unit member must make a new determination or declaration of his/her desire. The employee may choose whether to exercise his/her rights free from interference, restraints or coercion. It will not be necessary for employees to renew membership applications or dues deduction authorizations.

Section 2. Deduction of Dues. Upon written authorization of any employee within the Bargaining Unit, the Employer shall deduct from the pay of the employee the monthly amount of dues as certified by the MFPE Secretary and shall deliver the dues to the MFPE Treasurer.

Section 3. List of Bargaining Unit Members. The Employer shall provide MFPE with a list of the names and addresses of all current employees covered by this Agreement and shall update such list for all new hires on a form provided by MFPE.

Section 4. Visits. The authorized business representative, with credentials of the MFPE, shall be permitted to visit employees at reasonable times, subject to permission of the Road Superintendent as to reasonable time. This permission will not be unreasonably withheld. The internal business of the MFPE shall be conducted by the employees during their non-duty hours.

Section 5. Unit Representative. MFPE may designate a unit representative to handle MFPE business and shall furnish the name to the Road Superintendent in writing within five (5) days after election.

Section 6. Information Sharing. It is the intention of the parties that both MFPE and the Employer be kept informed on matters having a substantial effect upon employment relations of the employees. The parties agree to furnish to one another, upon written request, such information as is not confidential and which is available.

ARTICLE IV MANAGEMENT RIGHTS

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

Section 2. Management Rights. Public employees and their representatives shall recognize the prerogative of the County to operate and manage its affairs in such areas as, but not limited to:

- a. Direct employees;
- b. Hire, promote, transfer, assign and retain employees;
- c. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
- d. Maintain the efficiency of government operations;
- e. Determine the methods, means, job classifications and personnel by which the government operations are to be conducted;
- f. Take whatever actions may be necessary to carry out the mission of the Road and Bridge Department and the County in situations of emergency;
- g. Establish the methods and processes by which work is performed.

Section 3. Effective Laws, Rules and Regulations. The parties recognize the right, obligation and duty of the County, and its duly-designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary in so far as such rules, regulations, directives and orders are not inconsistent with terms of this Agreement. 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. Further, MFPE adopts the Big Horn County Employment Handbook in effect July 1, 2019 by reference. Any additions and/or deletions affecting the working conditions of Bargaining Unit employees must be negotiated with MFPE.

**ARTICLE V
WAGES, HOURS AND WORKING CONDITIONS**

Section 1. Wages.

<u>Classification</u>	<u>(Entry Level)</u>	
	<u>Grade</u>	<u>07/01/2019</u>
Secretary	5	\$12.50
Maintenance Worker (Seasonal)	5	15.00
Mechanic	9	17.20
Road Maintenance Technician/Equipment Operator	10	17.50
Lead Mechanic	11	17.80

- a. An entry-level employee, starting at the grade entry wage, shall receive a wage increase of \$0.50 per hour upon successful completion of his/her probationary period. Probationary period shall be six (6) months. A probationary employee may be granted an extension, in writing, of one (1) to three (3) months of probation, if the Road Superintendent determines a need for additional time for the employee to achieve satisfactory job performance and believes that circumstances warrant additional time and training for the probationary employee.
- b. Entry wages for each classification will increase \$0.50 per year over each year of this Agreement.
- c. When an employee is designated as a Assistant Fire Chief, he/she will receive \$0.67 per hour additional to his/her base pay beginning the first pay period following the signing of this Agreement.
- d. Those employees who are at, or will be at, the top of their scale (less longevity) will be frozen at the top of the scale, with the following exceptions:
 - i. Road Department Secretary

The Road Department Secretary will receive a raise at the same rate as outlined in e. below for FY2020 effective July 1, 2019. For FY2021 effective July 1, 2020, and FY2022 effective July 1, 2021, the raise is contingent upon the Road Department Secretary successfully completing sixteen (16) hours of continuing education

as dictated by the Road Superintendent. The training hours must be completed by July 1 each year. If the training hours are completed after that annual deadline, the raise will be implemented on the completion date. If sixteen (16) hours of training are not successfully completed, the Road Department Secretary's base wage will be frozen for the year. All training costs will be paid for by the County to include registration, books, transportation, lodging, per diem, and any other cost applicable to the training. Training time will be considered hours worked, excluding travel time.

The above training requirements will be waived and the raise implemented if the training cannot be completed for reasons outside the control of the Road Department Secretary. For example, if the Road Superintendent does not approve the training in time for it to be completed by July 1, insufficient training hours are offered, the Secretary cannot get to the training due to inclement weather, or any other circumstance outside the control of the Secretary. Failure to use and implement training may result in discipline.

- ii. The Assistant Fire Chiefs will be subject to the base wage cap (top of scale) for the Assistant Fire Chief classification (Grade 13).
- e. Effective July 1, 2019, all employees shall receive an increase of \$1.50 per hour from their current pay - subject to classification pay range limitations as listed in c. above.

Effective July 1, 2020, all employees shall receive an increase of \$1.50 per hour from their current pay – subject to classification pay range limitations as listed in c. above.

Effective July 1, 2021, all employees shall receive an increase of \$0.75 per hour from their current pay – subject to classification pay range limitations as listed in c. above.

Longevity: Length of service raises, called “longevity”, will be granted in the following manner:

- After completion of five (5) years of service with Big Horn County, an employee will be given a one percent (1%) raise on the then current hourly rate of pay, excluding longevity;
- After completion of ten (10) years of service with Big Horn County, an employee will be given a two percent (2%) raise on the then current hourly rate of pay, excluding longevity;

- After completion of fifteen (15) years of service with Big Horn County, an employee will be given a three percent (3%) raise on the then current hourly rate of pay, excluding longevity;
- After completion of twenty (20) years of service with Big Horn County, an employee will be given a four percent (4%) raise on the then current hourly rate of pay, excluding longevity;
- After completion of twenty-five (25) years of service with Big Horn County, an employee will be given a five percent (5%) raise on the then current hourly rate of pay, excluding longevity;
- After completion of thirty (30) years of service with Big Horn County, an employee will be given a six percent (6%) raise on the then current hourly rate of pay, excluding longevity; and so on.

Annually, the current base rate of pay will be determined less any longevity payments.

Such longevity raises will be effective on July 1st following the anniversary date of service to Big Horn County (beginning 1 July 2009).

Section 2. Hours. A full-time employee shall work a minimum of forty (40) hours per week. The normal workweek shall be defined as Sunday through Saturday. After having worked overtime, an employee may be relieved of duty during regular shift hours as a matter of safety by mutual agreement between the Road Superintendent and the employee. Part-time employees shall work a minimum of hours as set forth in the job posting for their position.

Section 3. Overtime. An employee who works more than forty (40) hours in a workweek will be paid overtime at time and one half (1½) of his/her hourly rate for such additional hours worked. No employee shall work overtime without the prior authorization of the Road Superintendent or Road Foreman. Compensatory time generally will not be allowed. Under unusual circumstances, upon mutual agreement, an employee may be paid compensatory time in lieu of immediate overtime pay; however, such compensatory time will be used within ninety (90) days. The use and scheduling of compensatory time shall be mutually agreed to between the Road Superintendent and the employee. Holiday leave shall count as hours worked in calculating overtime paid.

Section 4. Availability to Work Overtime. Employees who are available to work overtime, or during a situation which would be declared an emergency by the Board of County Commissioners or Road Superintendent, shall be required to report for work at such times as are necessary to terminate the emergency. Employees shall be given as much notice as is practical of overtime to be worked.

Section 5. Extra Work. Employees signing extra work lists will be called to work before those who have not signed such a list. Employees will be called in on a rotating basis, based upon seniority, according to their qualifications for the work to be done. To be eligible for overtime work offered from the extra work list, employees must have worked their last scheduled day prior to working overtime from said list. In the event the list does not provide adequate manpower, employees who have not signed the list may be called.

Section 6. Designated Work Areas. Employees shall be hired to work at one of three designated work areas: Hardin, Decker or Lodge Grass. Those employees hired for Hardin shall report to the Shop in Hardin to start their workday. Those employees hired for Decker shall report to the Decker Shop at the start of the workday. Those employees hired for Lodge Grass shall report to the Lodge Grass Shop at the start of their workday. Employees may be transferred to a different designated work area than that originally hired for, based upon the needs of the County. Transfer opportunities will first be posted and filled by existing employees. If no employee requests to be transferred, then the position will be advertised publicly. The employees hired at Decker shall be provided housing. Utilities will be provided at the Decker employee's expense.

Section 7. County Vehicles. County vehicles shall be provided to and from the work site from the reporting station in the employee's usual designated work area.

Section 8. Work in Decker If Not Designated Work Area.

If an employee, who is not normally assigned to work at the Decker Area, is and such employee shall be paid a differential of \$0.50 per hour for hours worked. Each employee assigned shall be paid subsistence for meal allowance equal to the amounts established by statute. No meals shall be provided by the County. Transportation to the work site and return after the work is completed (not to exceed one (1) such roundtrip weekly) will be furnished by the County. The employee must be given a minimum of forty-eight (48) hours notice that he/she is to be on an overnight assignment; the employee must also be told of the expected duration of the assignment to the Decker Area. The employer shall also provide housing that is clean and safe for inhabitancy. Employees will leave the facility clear prior to vacating.

Section 9. Work Schedule. Employees shall be placed on a regular work schedule and unless otherwise specifically provided in this Agreement, an employee's work schedule shall not be changed without his/her consent, unless he/she has first been given two (2) weeks' notice of the change.

Section 10. Short Shift Change. Any employee required to work more than sixteen (16) hours in a twenty-four (24) hour period will be given eight (8) hours of non-work time off before the start of the next work shift.

Section 11. Call Out. An employee called back to work, not as an extension of the regular shift, will be compensated at time and one half (1 ½) for all hours worked, for a minimum of two (2) hours work or pay. Any employee called into work while the employee is on authorized annual leave shall receive pay in the same manner as any other call out.

Section 12. Workday and Workweek. Work schedules shall allow for service to the public Monday through Friday. Work schedules for work crews shall be four (4) ten (10) hour days per week. The schedules will be structured to provide coverage Monday through Thursday or Tuesday through Friday. Office coverage will be Monday through Friday, consisting of five (5) eight (8) hour days. Specific assignments will be made at the direction of the Employer.

Section 13. Safety. The Employer shall require that all equipment conforms to safety standards and that all employees shall follow all safety rules, regulations, policies and procedures. Failure to follow such rules, regulations, policies or procedures may lead to disciplinary action. The Bargaining Unit shall appoint two (2) Bargaining Unit members to the County's Safety Committee. An employee shall be paid at his/her hourly rate and the time counted toward the employee's hours worked in that pay period for any time participating in the meetings or activities of the Safety Committee.

Section 14. Unsafe Equipment. If an employee believes that any equipment does not conform to safety standards, he/she shall report the condition immediately to the Road Superintendent or the Road Foreman. The Employer shall make every effort to ensure that all radios provided to the employees are in good working condition.

Section 15. Protective Clothing or Safety Equipment. The Employer shall, at County expense, provide employees with fire protection gear, hard hats, vests or other similar protective gear. The County will provide each employee \$500.00, in a separate check subject to withholding, each year for the purpose of cost-sharing of steel-toed boots, fire boots and other work-related clothing. The Road Department Secretary will receive \$75.00, in a separate check subject to withholding, each year for the purpose of cost-sharing of boots. Payment will be made in October of each year. Only an employee who has successfully completed his/her probationary period will be eligible for cost-sharing payment.

Section 16. First Aid Kit. The Employer shall provide and maintain a first aid kit. The County shall determine, in cooperation with the Emergency Services Director, what is to be stocked in the first aid kit. The first aid kit shall include the following: throat lozenges, cough drops, assorted bandages, adhesive tape, eye and skin flushing solution, eyewash, aspirin and non-aspirin pain relief, trauma dressing, and pocket mask or bag-valve mask. Any employee who abuses the use of the first aid kit for his or her personal use shall be subject to disciplinary action. First aid kits shall be placed in each vehicle and, at the discretion of the County, assigned equipment.

Section 17. CPR Training. The County will, at County expense and on County time, provide a CPR training and first aid course yearly. Each employee will review as necessary for certification.

Section 18. Post-Fire Paid Rest Periods. Any employee who goes out on a fire between 10:00 p.m. and 12:00 midnight, and between 4:00 a.m. and 6:30 a.m., upon returning from the fire, shall be allowed two (2) hours of paid time to go home and shower before returning to work. Any employee who goes out on a fire between 12:00 midnight and 4:00 a.m., upon returning from the fire, shall be allowed four (4) hours of paid time to go home, sleep and shower before returning to work. This rest period is in order to keep firefighters safe, as well as the public, and to provide adequate rest before resuming the regular duties of the Road and Bridge Department employees.

Section 19. Pager Call Duty Pay. Each employee required to carry a pager shall receive \$25.00 per day for non-scheduled workdays, weekend days, or holiday Pager Call Duty. Should the employee be called out, the allotted money for that day would be forfeited and the employee would be paid per the Call Out provision of this Agreement.

Section 20. Commercial Driver License (CDL). The County will pay one-hundred percent (100%) for the physical examinations required for CDL licensure. The employee shall pay for his/her CDL.

Section 21. Training. Each employee will have an equal opportunity to apply for and/or receive training opportunities. Each employee assigned to Fire Duty shall annually pass the DNRC 1-mile Pack Test.

ARTICLE VI SENIORITY

Section 1. Accrual. All employees shall be probationers without seniority for the first six (6) months of employment. Upon successful completion of the probationary period, employees shall accrue seniority from the date of their employment with the Big Horn County Road and Bridge Department.

Section 2. Termination. Seniority may be terminated for the following reasons:

- a. To be absent from the job due to layoff up to twelve (12) months will be considered lost time for purposes of seniority; however, previous service upon reemployment shall count towards seniority;
- b. To be absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the purpose of seniority; however, previous service upon reemployment shall count towards seniority;

- c. To be absent from the job due to workers compensation leave in excess of six (6) months will be considered lost time for purposes of seniority; however, previous service upon reemployment shall count towards seniority;
- d. An employee's continuous service for purposes of seniority shall be broken by voluntary resignation, discharge for cause, retirement or layoff that exceeds twelve (12) months;
- e. Employees may protest their seniority designations through the Grievance Procedure provided in this Agreement, if they have cause to believe an error has been made.

Section 3. Promotions. The Employer shall recognize qualifications (merit and ability) and seniority within the Bargaining Unit in awarding promotions to the employees when filling newly-created or vacated positions. Such vacancies shall be filled in accordance with the Big Horn County Employment Handbook. If there is any dispute of merit and ability, MFPE and the Road Superintendent and Board of Commissioners will mutually resolve the issue.

Section 4. Layoff and Recall. On layoff and recall from layoff, merit and ability shall be considered and then seniority. If there is any dispute of merit and ability, MFPE and the Road Superintendent and Board of Commissioners will mutually resolve the issue. Employees who are scheduled to be released shall be given at least thirty (30) calendar days' notice, with a copy to the Association. Recall shall be by notice to the employee's last-known address, with a copy to MFPE. Recall shall be by notice to the employee's last-known address, with a copy to MFPE. If the employee fails to notify the Employer within three (3) calendar days of receipt of the notice or two (2) weeks of the County's mailing of the notice, whichever comes first, of his /her intention to return to work, the employee shall be considered as having forfeited his/her right to employment. It is the responsibility of the employee to notify the Big Horn County Human Resources Office of his/her current address.

Section 5. Temporary Employees. No regular, full-time or part-time employee shall be laid off while there are temporary, short-term, intermittent or seasonal employees working in the Road and Bridge Department.

Section 6. Health Insurance during Layoff. Any employee with County- sponsored health insurance that is laid off shall receive three (3) months County contribution towards the employee's health insurance.

Section 7. Seasonal Work, April 1 through October 31. The Employer has the option to call employees in early or to extend the season. Seasonal employees shall receive insurance contributions in accordance with the provisions of Article VIII. An employee called back during his/her seasonal layoff status shall be guaranteed a minimum of forty (40) hours of work or pay per call incident. If employees on seasonal layoff status are notified to return to

work prior to April 1, and are unavailable prior to April 1, they shall have the right to return on April 1 or sooner.

ARTICLE VII LEAVES

Section 1. Annual Vacation Leave. Employees are entitled to annual vacation leave benefits as set forth for all public employees in Sections 2-18-611, 612, 614, 617 and 621 M.C.A.

After continuously working the qualifying six (6) month period, each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. Proportionate vacation leave credits shall be earned and credited at the end of each pay period.

Annual vacation leave credits shall be earned at a yearly rate calculated in accordance with the following schedule:

<u>Years of Employment</u>	<u>Working Days Credit</u>
1 full pay period through 10 years	15 8-hour days (0.0577 per hour)
11 years through 15 years	18 8-hour days (0.0692 per hour)
16 years through 20 years	21 8-hour days (0.0808 per hour)
21 years on	24 8-hour days (0.0923 per hour)

A regular part-time, seasonal, intermittent or temporary employee is entitled to prorated annual vacation leave benefits after working the qualifying period of six (6) months. A short-term employee does not earn annual vacation leave credits.

An employee does not accrue annual vacation leave for hours in an unpaid status, on workers' compensation, or based on hours in an overtime status. Annual vacation leave credits may not be accrued to a total exceeding two (2) times the maximum number of days earnable annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first ninety (90) days of the next calendar year or be forfeited.

Vacations are given for the benefit of the employee and cannot be converted to cash. An employee who terminates employment for a reason not reflecting discredit on the employee and who has worked the qualifying six (6) month eligibility period may receive cash compensation for the unused annual vacation leave accrued. The pay attributed to the accumulated annual vacation leave is computed based on the employee's salary or wage at the time the employee terminates employment with the County.

Vacations must be submitted in writing and must be approved by the Road Superintendent in writing, and be scheduled as soon as possible in the calendar year and entered on the Department vacation calendar. Vacation

requests will be granted taking into consideration the best interests of the Department and the employee.

Section 2. Sick Leave. Employees are entitled to sick leave benefits as set forth for all public employees in Sections 2-18-618 and 617 M.C.A.

After continuously working the qualifying ninety (90) day period, each full-time employee is entitled to and shall earn sick leave credits from the first pay period of employment. Proportionate sick leave credits shall be earned and credited at the end of each pay period.

Full-time employees will be credited with one (1) 8-hour working day per month (0.0462 per hour), up to twelve (12) 8-hour working days per year, for sick leave at regular pay. Part-time, seasonal, intermittent and temporary employees receive prorated sick leave credit. Short-term employees do not earn sick leave.

An employee does not accrue sick leave for hours in an unpaid status, on workers' compensation or based on hours in an overtime status. There are no restrictions as to the number of hours of sick leave credits that may be accumulated. Upon termination of employment and after the qualifying period of ninety (90) days continuous employment has been satisfied, an employee will receive a lump sum cash payment equal to one-fourth (1/4) of the pay attributed to the unused sick leave accrued, provided the employee was not found to have abused sick leave. The pay attributed to the accumulated sick leave is computed based on the employee's salary or wage at the time the employee terminates employment with the County.

Sick leave is for the benefit of the employee who is ill and his/her immediate family as defined in the Big Horn County Employment Handbook and is not intended to be additional time off with pay. Falsification of illness, injury or other authorized claim could become cause for discharge and forfeiture of lump sum payment.

If an employee is under a doctor's care, he/she will obtain a doctor's release prior to returning to work. If the Employer believes the employee is abusing his/her sick leave, the Employer may require a doctor's certification upon the employee's return to work. An employee is required to notify the Employer that he/she will not report to work due to illness as soon as possible prior to his/her scheduled shift. Employees are encouraged to schedule any doctor's appointments on days off or in such a way as to be absent only one half (1/2) day.

Section 3. Military Leave. Upon submission of a copy of any employee's military orders with a formal request for military leave, a regular or temporary full-time employee, who is a member of the organized state militia or the reserve military forces of the United States and who has satisfactorily completed six (6) months of continuous County employment, is eligible to

receive up to fifteen (15) working days, with pay, per calendar year of military leave. Any part-time, seasonal, intermittent or temporary employee meeting the above requirements is eligible to receive prorated military leave. An employee who has not completed six (6) months of continuous County employment is not eligible to receive military leave with pay; however, such employee will be given leave without pay to attend cruises, encampments or other similar training upon submission of a copy of his/her military orders with a formal request for such leave.

Section 4. Other Leave With or Without Pay. After the satisfactory completion of the probationary period, leaves of absence, not to exceed ninety (90) days, may be granted for reasons of bona fide illness, pregnancy or for other reasons mutually agreed upon with the County. All leaves are to be requested in writing and shall state the reason for the leave and the dates desired. All leaves shall be granted only in writing. Upon expiration of the leave, or upon two (2) weeks' notification of the employee's intent to return, the employee will be returned to the original position or one equivalent in the employee's classification. If an employee does not return upon the expiration of the leave or any authorized extension by the County, the employee shall be considered as having voluntarily given up the position with the County. All appropriate accrued leaves shall be used before a leave of absence without pay is granted.

Section 5. Holidays. Employees shall be granted the following holidays without loss of pay:

- New Years Day - January 1
- Martin Luther King Day - Third Monday in January
- Presidents Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Columbus Day - Second Monday in October
- Veterans Day - November 11
- Thanksgiving Day - Fourth Thursday in November
- Christmas Day - December 25
- State General Election Day (when applicable)

A full-time, regularly-scheduled part-time, seasonal, intermittent or temporary employee, to be eligible for holiday pay, must be scheduled to work on the holiday and/or is in a pay status either the last regularly-scheduled working day before or the first regularly-scheduled working day after a holiday. Work performed on the holiday will be paid at time and one half (1 ½) for hours worked in addition to straight-time holiday pay, unless an alternate holiday off has been arranged. Holiday pay is based on a ten (10) hour day. Short-term employees are not eligible for holiday pay.

Section 6. Bereavement Leave. Employees shall be given leave with pay for funerals of their immediate family as defined in the Big Horn County Employment Handbook. This leave shall be charged to sick leave and/or vacation leave and may not exceed five (5) consecutive working days. All time off after this five-day period shall be charged to vacation leave, if any.

ARTICLE VIII HEALTH AND MAJOR MEDICAL INSURANCE

All eligible Bargaining Unit employees and dependents will be provided the same group health benefit plans as all other eligible County employees, such plans as may be adopted or modified from time to time by the Board of County Commissioners.

To be eligible for full-time employer-paid health insurance, an employee must be in a pay status of eighty (80) hours or more in a pay period. If in a pay status of less than eighty (80) hours in a pay period, the employee will be considered as part-time for the purposes of any employer-paid health insurance premiums. A part-time employee must work a minimum of twenty (20) hours per week, and intermittent or seasonal employees must average 130 hours or more per month over the lookback period of July 1 to April 1 each year, to be eligible for health insurance coverage.

If either the Federal or Montana State governments mandate any insurance plan or program, the parties agree to meet to discuss their impact upon the Agreement.

The Bargaining Unit shall appoint two (2) Bargaining Unit members to the County's Insurance Committee. An employee shall be paid at his/her hourly rate and the time counted toward the employee's hours worked in that pay period for any time participating in the meetings or activities of the Insurance Committee.

ARTICLE IX STRIKES AND LOCKOUTS

Section 1. Strikes. During the term of this Agreement, neither the exclusive representative nor any employee shall engage in a strike, defined as any concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of influencing, inducing or coercing a change in the conditions of compensation or the rights, privileges or obligations of employment.

Section 2. Lockouts. The Employer agrees that no lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE X DISCIPLINE

Discipline will be done in accordance with the Big Horn County Employment Handbook. Should the discipline result in Suspension or Discharge, the employee may pursue the matter through the grievance procedure outlined in Article XI. Employees shall be disciplined only for just cause.

ARTICLE XI GRIEVANCE PROCEDURE

Section 1. Informal Communication. 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 MFPE representatives.

Section 2. Time Limits. Failure of the grievant or MFPE to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The County's failure to give a 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. Employee Rights. Each employee covered by this Agreement shall have the right to present grievances in accordance with the procedure contained herein, with or without representation. The decision to arbitrate will be subject to MFPE Representation Policy and By Laws.

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

Section 5. Days Defined. The term "days" used herein shall mean working days, Monday through Friday, excluding holidays as defined in Article VII, Section 5.

Section 6. Preparing and Pursuing Grievances during Working Hours.

An employee may not use paid working time to prepare and/or pursue a grievance. An employee grievant may request to use personal leave (annual vacation leave) or leave of absence without pay to prepare a grievance. A request for use of personal leave or leave of absence without pay must be consistent with the County's policy on leave requests. Time spent by the employee grievant attending a hearing or being interviewed by an investigative officer is considered paid working time, should take place during the employee grievant's regular work hours and shall not exceed eight (8) hours per day.

At the discretion of the County, an employee other than the employee grievant may be allowed to use work time to participate in an investigation or hearing. This time would be considered paid working time if the employee's participation is at the request of the County. Otherwise, an employee will need to request to use personal leave or leave of absence without pay to attend a hearing. All leave requests must be consistent with County policy regulating leave.

Section 7. Grievance Procedure.

STEP ONE - When an employee cannot resolve the complaint informally, the employee should bring the matter formally, in writing, to the Road Superintendent, within ten (10) days of the event giving rise to the grievance or of the time the employee could reasonably expect to have knowledge of the event. The Road Superintendent will give a written response within ten (10) days.

STEP TWO - If the employee grievant is not satisfied with the disposition of the grievance, or if the Road Superintendent fails to respond, the employee may appeal in writing to the Board of County Commissioners within ten (10) days of the Road Superintendent's decision or his/her failure to respond. The Board of County Commissioners will review the grievance with the employee and Road Superintendent and will issue a decision within fifteen (15) days. The Board of County Commissioners may hold a hearing in the matter, if requested in writing by the employee.

STEP THREE - An aggrieved employee who is dissatisfied with the Board of County Commissioners decision may demand Arbitration as defined herein, provided a notice of appeal is filed in the Big Horn County Human Resources Office within ten (10) days of the receipt of the decision of the Board of County Commissioners at STEP TWO.

Section 8. Arbitration. In the event the aforementioned steps do not result in a resolution of the grievance, the parties shall select an impartial Arbitrator, who shall be agreeable to the Employer and MFPE. In the event that the parties to the dispute are unable to agree upon the selection of an Arbitrator, the Board of Personnel Appeals, Montana Department of Labor and Industry, shall be requested to provide a list of five (5) names. Each party 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. The Arbitrator shall consider the grievance and shall render a decision within thirty (30) days of the date of the hearing. The Arbitrator shall be confined to a decision which is within the framework of the definition of a grievance and which is permitted to be appealed.

Section 9. Final and Binding. The decision of the Arbitrator shall be final and binding on all parties.

Section 10. Limits on Arbitrator. The Arbitrator shall not have the power to detract from, modify or amend this Agreement or any County policy.

Section 11. Cost. 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.

**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. Upon issuance of such a decision, the parties agree to negotiate, in a timely manner, a substitute for the invalidated Article, Section or portion thereof.

Section 2. Administration of the Agreement. Both parties retain all remedies provided to them by law;

however, it is agreed that before either of the parties makes use of these remedies, it will make a reasonable effort to settle the matter through such procedures as provided for by this Agreement.

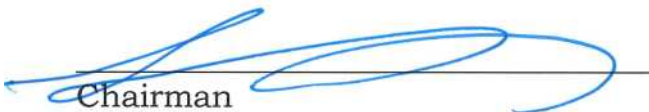
**ARTICLE XIII
DURATION OF AGREEMENT**

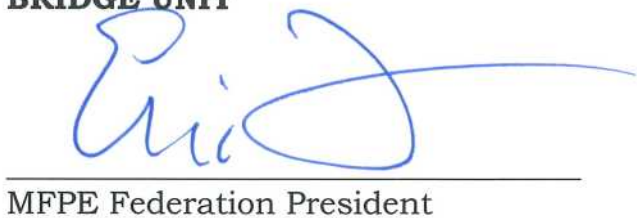
The term of this Agreement shall be effective on July 1, 2019 and shall expire June 30, 2022. If either party desires to renegotiate the Agreement, it must give written notice not later than April 1, 2022.


Entered into this 17th day of September, 2019.

**FOR THE BOARD OF
COUNTY COMMISSIONERS,
BIG HORN COUNTY, MONTANA**

**FOR THE MONTANA FEDERATION
OF PUBLIC EMPLOYEES,
BIG HORN COUNTY ROAD AND
BRIDGE UNIT**


Chairman


MFPE Federation President


Commissioner


Big Horn County Road and Bridge
Local President


Commissioner


Big Horn County Road and Bridge
Local Vice President