

COLLECTIVE BARGAINING AGREEMENT

between

Pondera County

and

**PONDERA COUNTY DEPUTY ASSOCIATION
Montana Federation of Public Employees**

July 1, 2020 - June 30, 2022

CONTENTS

AGREEMENT	2	8.8 Military Leave	15
ARTICLE 1: RECOGNITION	2	8.9 Compensatory Leaves.....	15
1.1 Recognition	2	ARTICLE 9: HOLIDAYS	16
1.2 Association Representative Rights.....	2	9.1. Days.....	16
ARTICLE 2: MANAGEMENT RIGHTS	3	9.2. Work on a Holiday	17
2.1 Management Rights	3	ARTICLE 10: HEALTH REQUIREMENTS	17
2.2 Alternate Designation.....	3	10.1 Requirements	17
ARTICLE 3: EFFECT OF LAWS, RULES AND REGULATIONS	3	ARTICLE 11: EMPLOYEE FRINGE BENEFITS	17
ARTICLE 4: MEMBERSHIP.....	4	11.1 Medical Insurance	17
4.1 Association Membership.....	4	11.2 Voluntary Employees Beneficiary Association Health Reimbursement Arrangement (VEBA HRA)	17
4.2 Discrimination	4	11.3 Retirement	18
4.3 Fair Practices	4	11.3 Seniority.....	18
4.4 County Security Clause	4	ARTICLE 12: GRIEVANCE PROCEDURE	18
4.5 Dues Check Off.....	4	12.1 Procedures	19
ARTICLE 5: PROBATION, REPRESENTATION, DISCIPLINE & DISCHARGE	5	12.2 Elections of Remedies.....	19
5.1 Probation.....	5	ARTICLE 13: HEALTH AND SAFETY	19
5.2 Representation.....	5	13.1 Health and Safety	19
5.3 Discipline and Discharge	5	ARTICLE 14: SAVINGS CLAUSE	20
ARTICLE 6: WAGES, RANK AND SENIORITY	5	ARTICLE 15: WAIVER	20
6.1 Rank	5	ARTICLE 16: DURATION OF AGREEMENT.....	21
6.2 Seniority	6		
ARTICLE 7: SCHEDULE AND OTHER COMPENSATION	6		
7.1 Definitions	8		
7.2 Regular Schedule	8		
7.3 Changes.....	8		
7.4 Rest Period.....	8		
7.5 Additional Work.....	8		
7.6 Clothing Allowances.....	9		
7.7 Vehicle Maintenance.....	10		
ARTICLE 8 LEAVES OF ABSENCE	10		
8.1 Definitions	10		
8.2 Sick Leave	10		
8.3 Parental Leave.....	12		
8.4 Family Medical Leave Act (FMLA)	13		
8.5 Bereavement Leave.....	13		
8.6 Jury Duty.....	13		
8.7 Annual Vacation.....	14		

DEFINITIONS

- A. **ASSOCIATION:** Pondera County Deputy Association
- B. **COUNTY:** Pondera County Commissioners
- C. **FEDERATION: Montana Federation of Public Employees (MFPE)**
- D. **AGREEMENT:** The Negotiated Agreement entered into and formally ratified by the Association and the County.
- E. **APPROPRIATE UNIT:** The Appropriate Unit shall consist of full time Deputies of Pondera County
- F. **COLLECTIVE BARGAINING ACT:** The Collective Bargaining for Public Employees Act, Sections 39-31-101 through 39-31-409, MCA.
- G. **DEPUTY:** All references to deputies in this Agreement designate both sexes, and whenever one gender is used, it shall be construed to include both, where appropriate.
- H. **INFORMAL DISCUSSION:** A discussion between supervisor and employee which does not result in discipline. (Article 5.3)
- I. **FORMAL DISCUSSION:** A discussion between supervisor and employee that may result in discipline. (Article 5.3)
- J. **WORKWEEK:** A fixed and recurring seven (7) day period, starting Sunday at 0000 (midnight) to Saturday at 2359

AGREEMENT

This agreement is made and entered into by and between Pondera County, a political subdivision of the State of Montana, herein referred to as the "County" and the Pondera County Deputies Association, which is herein referred to as the "Association" and the Montana Federation of Public Employees, which is herein referred to as the "Federation".

ARTICLE 1 - RECOGNITION

- 1.1 Recognition:** The County recognizes the Federation as the sole and exclusive collective bargaining agent on behalf of all Deputies of the County, except those exempt under MCA 39-31-303.

It is further understood and agreed that the Association President or an alternate of the Montana Federation of Public Employees will be the official spokesperson in any matter between the Association and the County

1.2 Association Representative Rights:

- A. **Local Government:** The parties hereby agree that they are subject to provisions set forth in Title 7, section 32, part 21, MCA, as amended.
- B. **Association Business Leave:** The County shall grant reasonable leaves of absence to employees whenever required in the performance of duties as the "duly authorized" representatives of the Association, including attendance of conventions, conferences, seminars, etc., provided such activity or activities do not unduly interfere with the efficient operation of the Sheriff's Office and Public Safety and adequate coverage of the County. The cost and expense of attending any of the above will be borne by the employee or the Association.
- C. **Bargaining Unit List:** A copy of the published personnel roster, including seniority, of the Pondera County Sheriff's Office will be furnished to the Federation during the first calendar month of each year or when a change to the personnel roster is made due to new hire, retirement or discharge of an employee.
- D. **Communication:** The Association shall have the right to use specified bulletin boards and regular posting areas for posting of official business notices provided such notices are of a non-political and of a union catch all nature. The Association shall have the right to use email, provided that this does not interfere with or interrupt normal operations. E-mail may not be used by the Association for the purpose of supporting/opposing or informing its members about any ballot issue or candidate for public office. It is understood, pursuant to Pondera County's Policy & Procedure Handbook that employees should not expect any privacy with County internet and e-mail use.
- E. **SOP Manual:** The MFPE Field Consultant shall be furnished, a current copy of the official policy of the County during the first calendar month of each year or when a change in policy occurs.
- F. **Meeting Rooms:** When available and upon receipt of adequate notice and request, the County shall provide meeting room space for Association meetings with Association personnel provided the Association personnel is not on work status. The Association is responsible for making arrangements for room use with the appropriate department(s).

- G. **Copies of Contract:** Upon final ratification and approval of this agreement, the Association shall prepare and make available a copy thereof for each member of the Association. County will provide an original and an electronic copy to the Association.
- H. **Subcontracting:** The County reserves the right to contract any work, providing that such contracting will not result in the reduction of any full-time employee's hours or wages within the department if those employees are able to perform such contract work.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Management Rights: As per Montana Code Annotated (MCA) 39-31-303, it is understood and agreed that all functions, rights, powers, or authority of the administration of the County which are not limited by the express language of this Agreement are retained by the County, provided, however, that no such right shall be exercised so as to violate any of the provisions of this Agreement. Neither this Agreement nor the act of meeting, conferring, and negotiating shall be construed to be a delegation to others of the policy-making authority of the County, which authority the County specifically reserves unto itself. The management of the County and the direction of its employees are vested exclusively in the County in all such areas but not limited to the following:

- A. Direct employees covered by this Agreement;
- B. Hire, retain, promote, transfer and assign employees;
- C. Relieve employees from duty because of lack of work or funds or under conditions of such work be inefficient and nonproductive;
- D. Maintain the efficiency of government operations;
- E. Determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- F. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency
- G. Establish the methods and processes by which work is performed

2.2 Alternate Designation: Any alternate designated by the Association President shall be designated in writing within seven calendar days of his/her designation and the period of time covered by such designation shall be included in such written notification.

ARTICLE 3 - EFFECT OF LAWS, RULES AND REGULATIONS

The parties recognize that all Deputies covered by this Agreement shall perform the duties and services prescribed by Pondera County or its designee. The parties also recognize the right, obligation and duty of the County Commissioners, Pondera County Sheriff or designated officials to promulgate rules, regulations, directives, and orders. The parties further recognize that the County, and all employees covered by the Agreement and all provisions of the Agreement are subject to the laws of the State of Montana, Federal laws, and valid rules, regulations and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

ARTICLE 4 – MEMBERSHIP

- 4.1 Association Membership:** Employees covered by the terms of this Agreement shall not be required to become members of the Association.
- 4.2** No member of the Association shall be discharged or discriminated against for upholding Association principles, insofar as any such actions are protected by the Public Employees Collective Bargaining Act. The County and the Association affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of the deputies' skill and ability without regard to race, color, creed, national origin or sex.
- 4.3** In accordance with the provisions of Montana Code Annotated, 1979, as amended, "Governmental Code of Fair Practices", the County shall recruit, appoint, assign, train, evaluate and promote deputies on the basis of merit and qualification, and in a manner consistent with the requirements of state and federal laws prohibiting discrimination in the workplace.
- 4.4 County Security Clause:** The Association, its members and representatives shall not cause, authorize, permit or in any way encourage, organize or participate in any strike, sit-down, stay-in, slow-down, or similar activity, nor will any of them issue to the County a threat to carry out any such action. In the event of any work stoppage or other curtailment, the Association shall immediately instruct the involved employees in writing that their conduct is in violation of this Agreement and all such persons shall immediately cease and desist from the prohibited conduct. Under no circumstances will the Association cause or permit its members to fail to report for duty and perform their duties because of any picket activity by any Association whatsoever. Employees covered by this Agreement must, if necessary, cross any picket lines to report for duty and perform their duties.

The County agrees not to lockout any deputies or group of deputies covered by this Agreement during the term of this Agreement.

- 4.5 Dues check off:** Upon receipt of a written authorization from an employee covered by this Agreement, the County shall deduct from the employee's pay the amount owed to Federation by such employee for dues. The County will remit to the Federation such sums within 30 calendar days. Changes in the Federation membership dues rate will be certified to the County in writing over the signature of the authorized officer or officers of the Federation and shall be done at least 30 calendar days in advance of such change. The County's remittance will be deemed correct if the Federation does not give written notice to the County within two calendar weeks after a remittance is received, of its belief with reason(s) stated thereof, that the remittance is incorrect. All members covered by the terms of this Agreement shall, within 30 days of the signing of this Agreement, or within 30 days of employment, whichever is later, pay to the Federation. It is understood this provision will provide for twelve (12) deductions per year.

No deduction shall be made from the pay of any deputy for any payroll period in which the deputy's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

The Federation will indemnify, defend and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 5 - PROBATION, REPRESENTATION, DISCIPLINE & DISCHARGE

- 5.1 Probation:** Each newly hired Deputy will work a probationary period of one calendar year.
- 5.2 Representation:** A Deputy has the right to request representation whenever he or she is being questioned by the County or its agents, when the Deputy reasonably believes that the information he gives may be used against him or her. Rights to representation shall be governed by *Weingarten* and its progeny.
- 5.3 Discipline and Discharge:**
- A. Upon receipt of an allegation of a performance deficiency that the Sheriff *believes may result disciplinary action*, he or she will:
1. Apply the elements of due process by:
 - a. Having the allegation investigated, then
 - b. Notifying the employee in writing of the allegation, then
 - c. Presenting the evidence to the employee, then
 - d. Providing the employee an opportunity to respond.
 2. Provide the additional elements of "cause" by:
 - a. Considering the evidence and the employee's response and determining if the allegation is true.
 - b. Determining if the County has the right to take disciplinary action, which shall be based on the following criteria:
 - (i) A proper investigation provided substantial evidence that the allegation is true, and
 - (ii) it is reasonable to conclude that the employee knew or should have known the law, policy, directive or expectation that he or she allegedly violated, and
 - (iii) the disciplinary action is appropriate to the allegation and not applied arbitrarily, and
 - (iv) due consideration was given to the circumstances present and the employee's history of performance in the position.
 - c. Notify the employee in writing of the results of the investigation and the action taken.
- B. **Appeal:** A non-probationary employee may appeal his or her discipline or discharge through the grievance procedure provided herein, which shall be the exclusive method of appeal.

ARTICLE 6 – WAGES, RANK AND SENIORITY

6.1 Rank:

- A. **Probationary Deputy:** A Deputy during his or her first full year of employment (MCA 7-32-2105).
- B. **Deputy:** A Deputy who is qualified in accordance with 7-32-2104, MCA, and remains employed after the end of his or her probationary period shall be deemed a "Deputy Sheriff".
- C. **Probationary Deputy County** - 85% of the Sheriff's salary on hiring.
Probationary Deputies hired prior to July 1, 2020 shall have no reduction in pay based on this provision.
- D. **Deputy I** - 86% of Sheriff's salary.
Must have successfully completed one year as a probationary deputy with the Pondera County Sherriff's Office. Must obtain P.O.S.T certificate.
The following are for pay purposes only:
Deputy II - 87% of Sheriff's salary.
Must have four years law enforcement experience credited under the Pondera Sheriff's Office contract provisions. Must have obtained intermediate P.O.S.T Certificate.
- E. **Deputy III** - 88% of Sheriff's salary.
Must have six years law enforcement experience credited under the Pondera County Sheriff's Office contract provisions. Must have obtained advanced P.O. S.T. certificate.
- F. Deputies shall receive the same raise as other county employees in addition to any statutory increase.

6.2 Seniority:

- A. **Definition:** Seniority is the number of full consecutive years an Officer has worked, employed by Pondera County, since the last date of employment as a full-time sworn Deputy with Pondera County. In the event two or more Deputies are officially hired on the same day, the tie will be broken by hiring ranking.
- B. **Requirement:** Except where statute and/or regulation require otherwise, a year of seniority shall not be added to an employee's credit when he or she worked for less than half of the total number of hours he or she would regularly work during a calendar year.
- C. **Roster:** On or about January 1 each year, the County will publish a seniority roster. Information not grieved in accordance with the provisions of the contractual grievance procedure the first time such data is published shall be deemed correct from that point on.
- D. **Loss:** All seniority will be lost on the date specified by a Deputy as his or her date of resignation, or the date a Deputy is discharged, unless a formerly employed Deputy is rehired as a Deputy sooner than 30 calendar days from the date of resignation or discharge.

ARTICLE 7 – SCHEDULE AND OTHER COMPENSATION

It is understood and agreed that the County is a 24 hour per day and seven-day per week operation and that nothing in this Agreement shall be construed as prohibiting rescheduling of manpower to suit the needs and requirements of the department as they may change from time-to-time.

No deputies will have their schedule changed on less than 24 hours' notice, except in cases of manpower shortage due to illnesses or vacation, cases of emergency, or when required to finish an assigned task begun on a previous shift. Additionally, the 24-hour notice provision will apply to deputies who request a change in scheduled days off.

CONRAD DEPUTY

Day shift will be 0900-1800 hours, with a 1-hour mandatory unpaid break. A deputy assigned to day shift is expected to check on duty at 0900 hours and off duty at 1800 hours. A deputy assigned to day shift is expected to get the afternoon and evening meals for the jail. A day shift deputy will be the on-call deputy from 0500-0900 hours for the Conrad area.

Afternoon shift will be 1500-0000 hours, with a 1-hour mandatory unpaid break. A deputy assigned to afternoon shift is expected to check on duty at 1500 hours and off duty at 0000 hours. A deputy assigned to afternoon shift is expected to get the evening meal for the jail on Saturday and Sunday. In the event an incident that requires a case number is called in for Valier, the afternoon shift deputy will be the on-call deputy from 0500-1500 hours (on call pay of \$1.50 an hour given). The afternoon shift deputy will be called in to handle the jail to allow the Valier deputy on Jail Duty to respond to the incident.

Night shift will be 1900-0300 hours, with a 30-minute paid break allowed. A deputy assigned to night shift is expected to check on duty at 1900 hours and off duty at 0300 hours. A night shift deputy will be the on-call deputy from 1800-1900 during weekdays, 1600-1900 on the weekends, and 0300-0500 hours every day of the week.

VALIER DEPUTY

Day shift will be 0800-1700 hours, with a 1-hour mandatory unpaid break. A deputy assigned to day shift is expected to check on duty at 0800 hours and off duty at 1700 hours. A day shift deputy will be the on-call deputy from 0500-0800 hours for the Valier area.

Afternoon shift will be 1500-0000 hours, with a 1-hour mandatory unpaid break. A deputy assigned to afternoon shift is expected to check on duty at 1500 hours and off duty at 0000 hours. A deputy assigned to afternoon shift is expected to get the evening meal for the jail on Saturday and Sunday. The afternoon shift deputy will be the on-call deputy from 0500-1500 hours for the Valier area (on call pay of \$1.50 an hour given).

Night shift will be 1900-0300 hours, with a 30-minute paid break allowed. A deputy assigned to night shift is expected to check on duty at 1900 hours and off duty at 0300 hours. A night shift deputy will be the on-call deputy from 1700-1900 hours and 0300-0500 hours every day of the week.

WEEKEND JAIL DUTY

Weekend Jail Duty will be 0800-1600 hours, with a 30-minute paid break allowed. A deputy assigned to Jail Duty is expected to check on duty at the jail at 0800 hours and off duty at the jail at 1600 hours. A deputy assigned to a Jail Duty shift is expected to get the morning and afternoon meals for the jail, and to clean the office. A jail duty deputy will be on-call from 0500-

0800 hours for their duty location. When an afternoon deputy is not scheduled, the weekend jail duty deputy will work 0800 – 1700 hours with a one-hour mandatory unpaid break.

7.1 Definitions

- A. Workday: 0000 hours to 2359 hours
- B. Work Week: 0000 hours Sunday to the following Saturday at 2359 hours.
- C. Paydays: Payday shall be once a month on the last business day of the month.

7.2 Regular Schedule: The schedule shall be eight (8) hour shifts for deputies. A regular schedule will consist of a 40-hour week with five (5) days on and two (2) days off.

7.3 Changes: Changes to the schedule may be made by:

- A. Mutual agreement;
- B. In the case of an emergency.

7.4 Rest Period: When possible, employees shall be granted a rest period of sixty (60) minutes duration without pay when scheduled nine (9) hour shifts. The parties note that when an employee is working alone, a rest break may not be possible. For each scheduled eight (8) hour shift the employee shall be granted a thirty (30) minute rest period, with pay.

7.5 Additional Work:

- A. **Overtime:** Pondera County Sheriff's Deputies are in a position for which hours of duty cannot be controlled administratively and which requires a certain amount of irregular, scheduled and unscheduled overtime duty, with the deputy generally being responsible for recognizing circumstances which require them to remain on duty or be called back to duty during a work day or work week, however, it will be the deputies responsibility to notify a supervisor, when any shift is expected to put them in to overtime status for the 40-hour work week.

The Basis for determining periods of work for which overtime compensation is authorized:

1. An uncontrollable job situation which is required in the normal performance of duty that requires the deputy to remain on duty or be called back to duty.
2. The deputy must remain on duty or be called back to duty not merely because it is desirable, but because of compelling reason inherently related to continuation of duty and of such a nature that failure to carry out such duty would constitute negligence.
3. Such remaining on duty, call out, or assignment must be validated by the deputies immediate supervisor before such time can be claimed for the purpose of overtime compensation. The immediate supervisor shall notify the deputy immediately if any overtime is not validated.

Rates of overtime compensation:

1. Deputies shall be paid at the rate of one and one-half times their regular rate of pay for all authorized time they work in excess of the regular scheduled shift as designated by management. As per County policy, authorized holiday leave, sick leave, annual leave or compensatory time off shall not constitute time worked when computing overtime or compensatory time credits under this article.
2. It is understood that the County has a limited amount of money to spend for the overtime purposes per fiscal year, and that the money in this fund will only be spent for overtime purposes. Should this money be spent prior to the end of the fiscal year for which it was allocated, it is agreed that the deputies will continue to perform all duties of their jobs as required, including necessary overtime. It is further understood that overtime earned after the fund is exhausted in any fiscal year will not be paid by the County or absorbed by funds from other programs.

Upon exhaustion of the monies available for overtime, compensatory time shall be granted at the rate of one and one-half hours for each hour worked in excess of the regular scheduled 40-hour work week as designated by management. No more than a maximum of 120 hours of compensatory time may be accumulated.

B. Call/Show-up/Court.

A Deputy will be paid his/her regular rate of pay for time worked for meeting with the County Attorney, Court appearances or other authorized call outs.

C. Coroner Pay.

Each Deputy appointed by the Sheriff/Coroner to serve as Deputy Coroner, will be paid a fee of \$50 per coroner call. This fee will not apply to hospice calls.

D. Field Training Officer.

Each time the Sheriff assigns a Deputy the duties of FTO for a designated employee, the FTO will receive additional compensation of one dollar (\$1) per hour while working in that capacity.

7.6 Clothing Allowances:

The County shall furnish all deputies with uniforms and equipment necessary for the performance of their respective duties, with the approval of the Sheriff or designee, provided that any such equipment and uniforms shall remain the property of Pondera County, and provided that the County shall have authority to destroy, sell, or dispose of any and all obsolete equipment or uniforms in whatever manner it deems appropriate.

- A. Uniforms and equipment furnished all deputies as stated above will be replaced at no charge to the deputy unless lost or destroyed through the carelessness or neglect of such deputy. The County shall take all precautions necessary to insure all uniforms are properly fitted to each individual deputy at the time of delivery. For the purpose of this Article, equipment does not include vehicles.

- B. Deputies will be allowed a maximum of \$100 under this contract for authorized and receipted purchases per fiscal year. Authorization of items allowed to be purchased will be given by the Sheriff.
- C. Uniforms and equipment furnished by the County is as follows:
 - 2 - Undervest Short Sleeve Shirt – Silver Tan
 - 2 - Undervest Long Sleeve Shirt – Silver Tan
 - 2 - PDU Class B Pant – Brown
 - 1 - Softshell Jacket – Black
 - 1 - PCSO Ballcap
 - 1 - 12" Knit Beanie – Brown
 - 1 - Long Sleeve Shirt – Silver Tan
 - 1 - Tie —100% Polyester – Brown
 - 1 - PDU Class A Pant – Brown
 - 1 - Badge
 - 1 - External vest w/authorized pouches and additional internal carrier
 - 1 - Duty Cellular Phone – Department Issued
 - 1 - Sidearm w/magazines and ammunition
 - 1 - Shotgun w/ammunition
 - 1 - AR Rifle w/magazines and ammunition
 - 1 - Vortex Crossfire HD Binoculars
 - 1 - TASER Handle w/holster and cartridges
 - 1 - Body Cam
 - 1 - Portable Breath Tester
 - 1 - Spike Strip
 - 1 - Portable Radio
 - 1 - RADAR
 - 1 - Patrol Vehicle

7.7 Vehicle Maintenance. The county will pay for patrol vehicle maintenance.

ARTICLE 8 - LEAVES

8.1 Immediate Family

The immediate family shall be defined as the employee’s spouse or domestic partner, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law; the employee’s spouse’s or domestic partner’s parents, children, grandparents and grandchildren. Adopted, half, step and foster members are also included in immediate family, or, at Commissioners’ discretion, another individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. In the event the Commissioners exercise their discretion and grant leave for another individual, Commissioners are to timely notify the employee’s supervisor and payroll.

8.2 Sick Leave: Sick leave is set forth in 2-18-618, MCA.

The County follows Montana law on the qualification, accrual, and use of sick leave. Sick leave is an authorized paid leave of absence from work when an eligible employee or qualifying family member is sick or requires care. Accumulated sick leave credits are a valuable resource that maintains an employee's income during a period of personal illness or family emergency.

A. Qualification and Calculation

1. Employees are not entitled to use paid sick leave until they have been continuously employed for 90 days. Permanent, temporary, and seasonal full-time employees earn sick leave credits from the first full day of employment at the rate of one working day per month without restriction as to the number of working days which may be accumulated. The provisions of MCA 2-18-618 govern sick leave for County employees. Short-term workers do not earn sick leave credits.
2. Employees must notify their supervisor as soon as possible if they become sick and are unable to work.
Should the illness continue for more than three (3) days, a Medical Certification may be required, and the County may need to consider the circumstance FMLA applicable.
3. An employee must request to use sick leave by first informing their supervisor of the need and then completing a sick leave request form.
4. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) equals one year. Sick leave credits shall be earned and credited at the end of each pay period. Prorated sick leave credits are calculated by multiplying .046 by the number of hours worked, excluding overtime. Upon separation from employment with the County and subject to the status of the VEBA vote the year of separation, the County employees may:
 - a. receives cash compensation at twenty-five percent (25%) of the available balance for sick leave credits or a VEBA contribution of an amount equal to twenty-five percent (25%) of his/her available balance of sick leave credits; or
 - b. May donate (if permitted) or otherwise utilize sick leave credits subject to the limitations in policy. Employees may receive cash compensation (at 25% of the available balance) for sick leave credits upon termination of their employment, or they may donate (if permitted) or otherwise utilize sick leave credits subject to the limitations in policy. Credits are to be recorded by rounding to two digits beyond the decimal point and carried in each employee's account in that configuration

B. Use of Sick Leave Pay

1. Sick leave pay is granted for:
 - time off when an employee is unable to perform job duties because of physical or mental illness, injury or disability;
 - maternity-related disability, including prenatal care, birth, miscarriage, abortion, or other medical care for either employee or child;
 - parental leave as provided in MCA 2-18-606;

- quarantine resulting from exposure to contagious disease;
 - consultation, examination, or treatment by a licensed health care provider;
 - short-term attendance to an immediate family member defined as the employee's spouse or domestic partner, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law; the employee's spouse's or domestic partner's parents, children, grandparents and grandchildren. Adopted, half, step and foster members are also included in immediate family, or, at Commissioners' discretion, another individual related by blood or affinity (see Section titled NEPOTISM for relationship degrees) whose close association with the employee is the equivalent of a family relationship. In the event the Commissioners exercise their discretion and grant leave for another relative, Commissioners are to notify the employee's supervisor and payroll in a timely manner.
 - necessary care of a spouse, child, or parent with a serious health condition, as defined in the Family and Medical Leave Act of 1993.
2. An employee having both sick leave and compensatory time available is not required to use compensatory time for leave due to illness.

C. Reporting

Absences which will necessitate use of sick leave shall be reported by the employee to the supervisor or department head as soon as it is practical. Failure to report such leave within two hours of the employee's regularly scheduled reporting time may be considered absence without approved leave. Absences are grounds for disciplinary action.

D. Abuse

Abuse of sick leave may be cause for dismissal, forfeiture of payment for accumulated sick leave, or other disciplinary action. Sick leave abuse occurs when an employee uses sick leave for unauthorized purposes or misrepresents the actual reason for charging an absence to sick leave. Abuse may also occur when an employee establishes a pattern of sick leave usage over a period of time. The employee's supervisor may require an employee to submit a medical certification signed by a licensed physician to substantiate use of sick leave.

8.3 Parental Leave:

Maternity Leave and Parental Leave

The maternity leave policy provides for unpaid leave for eligible employees associated with the birth or placement of a child. It is unlawful for the County to terminate a woman's employment because of her pregnancy. Even if she is ineligible for sick leave or FMLA leave, a woman is still eligible for maternity leave; and she may also be eligible for parental leave, she must follow the FMLA Policy requirements.

Maternity or parental leave must be requested in accordance with the procedures established by the employee's department. Employees should give at least 30 days' advance oral or written notice of the need for leave, or as soon as practical when advance notice is not possible.

A. Maternity Leave

Maternity leave is an unpaid leave of absence available to female employees for temporary disability because of pregnancy and delivery. Montana law requires female employees receive a reasonable leave of absence for maternity leave. "Reasonable leave" is determined case-by-case and is based upon the employee's ability to perform her job. The Montana Human Rights Bureau provides guidance regarding what is reasonable leave, stating that an employee is entitled to a reasonable leave of absence for the temporary disabilities associated with childbirth, delivery, and related medical conditions. The employer may not place restrictions on the leave which would not apply to leaves of absence for any other valid medical reason.

In the case of normal pregnancy and delivery, the state assumes a minimum of six calendar weeks after the birth of a child as a reasonable period for recovery. Leave may be longer if the employee is unable to perform her job prior to delivery or if additional leave after delivery related to the pregnancy is needed and reasonable. Employees are not required to obtain medical certification of temporary disability for the initial negotiated leave following the birth of a child. Employees may voluntarily return to work before their agreed-to maternity leave expires, if they desire, and inform the County.

B. Parental Leave

Parental leave applies to both male and female employees. Pondera County does not have parental leave as the County participates in the Family Medical Leave Act (FMLA). If the employee has FMLA leave available, that leave shall be used.

8.4 Family Medical Leave Act (FMLA):

The Family and Medical Leave Act (FMLA) provides eligible employees up to twelve (12) weeks of unpaid, job-protected leave for certain family and medical reasons, and up to twenty-six (26) weeks to care for a covered service member with a serious injury or illness sustained in the line of duty. The requirements to use FMLA are contained in the Pondera County's Policy and Procedures Handbook.

8.5 Bereavement Leave:

If an employee wishes to take time off due to the death of an immediate family member, the employee must notify his or her supervisor, Pondera County Commissioners, or the Pondera County Sheriffs' Office immediately. Full-time employees will be granted a maximum of three (3) scheduled 8 hours workdays (or 24 total hours). Part-time employees will be granted bereavement leave on a pro-rated basis. Bereavement leave and will not be deducted from the employee's accrued annual leave.

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any available annual leave or accrued compensation time for additional time off as necessary.

8.6 Jury Duty:

Jury and witness duty leave provide paid time off for permanent, seasonal, and temporary County employees who receive a legal summons or subpoena to serve on a jury or as a witness.

A. Notification and Leave Request

An employee shall request leave using the request procedures established by their department. An employee must inform their supervisor of the date(s) and anticipated length of the absence as soon as possible after receiving a summons or subpoena and provide a copy of the summons or subpoena with the leave request.

B. Pay Options

If an employee is subpoenaed or summoned, they have two choices regarding pay and expenses:

- Use accrued annual leave or compensatory time for the time away from work, and keep the fees and allowances paid for service as a juror or non-duty related witness; or
- Receive regular pay and benefits while on approved jury duty or non-duty related witness leave, and remit the fees and allowances received for service as a juror or non-duty related witness to the Clerk and Recorder within three days of receipt.

Employees must notify their supervisor of their choice upon requesting leave. A part-time employee shall receive prorated compensation for those hours the employee is scheduled to work.

C. Expense Claims and Return to Work

Employees who serve as a juror may submit a claim for expenses. If they serve as a witness, they may submit a claim for expenses only if the appearance was for work-related reasons. Employees who receive payment from the court or a third party for the same expenses must return such dual payments to the County. If they use their personal vehicles and receive a mileage allowance from the court, they may keep the funds. If a County vehicle is used, they must return any mileage allowance to the County.

Employees who receive a subpoena to testify in connection with their official duties in a civil action where the County is not a party may be required by management to reimburse such funds for the compensation and benefits paid from the person or entity requesting issuance of the subpoena.

Employees who take leave to serve on a jury or as a witness must return to work on the next regularly scheduled shift upon release from duty. If the shift is in progress at the time of release, they must either return to work immediately or arrange with their supervisor to return at a later specified time.

8.7 Annual Vacation:

Annual leave is calculated and credited each pay period based on years of service with any state agency or political subdivision as illustrated in the chart below, and an employee can use it only after earning it. Leave accrues on a monthly basis therefore, when a new pay period starts, any time accrued in relation to that pay period can only be used after the pay period has ended. For fulltime employees the calculations shown below are based on 40 hours per week at 52 weeks each year (2080 hours), regardless if those 40 hours are generated by 5 X 8-hour days or 4 X 10 hour days per week. If an employee is part-time, he/she earns annual leave on a prorated basis (for example, if an employee works 20 hours per week, or half-time, he/she will earn leave at half of the full-time rate). An employee does not accrue leave for hours in an unpaid status or based on hours in an overtime status.

Rate Earned Schedule

Years of Employment*	Credits per year in hours column added:	Working Days Credit Per Year
1 day through 10 years	120	15
10 years 1 day through 15 years	144	18
15 years 1 day through 20 years	168	21
20 years 1 day or more	192	24

*Years of service need not be consecutive, and prior public or military service may apply.

An employee must request to schedule annual leave with their Supervisor. Approval or denial of leave is based on the department's and employee's interests, and management reserves the right to deny requests. The total number of annual leave hours approved may not exceed the employee's total accrued hours available.

An employee may accumulate an annual leave balance of up to two times the eligible accrual rate per year. Balances exceeding this limit are "excess." Except as provided in this policy, excess annual vacation leave may be forfeited unless used within 90 calendar days from the last day of the calendar year in which the excess leave was earned.

Department heads are responsible for actively managing annual vacation leave for employees by providing reasonable opportunity for an employee to use rather than forfeit accumulated annual vacation leave as provided in MCA 2-18-617. To avoid forfeiture of annual leave, management is encouraged to work with employees who have excess vacation leave balances as early as possible in the 90-day grace period or at an earlier time if the employee's leave balance is projected to exceed two times the annual vacation accrual rate.

Employees are responsible for making a reasonable written request to use excess annual leave during the 90-day grace period. Agency management may approve all, some, or none of the employee's request by written response. If the original request is not approved, management and the employee may negotiate alternate leave dates during the 90-day grace period. If management denies all or any portion of the written request, management and the employee must work together to ensure that the employee may use the excess annual leave before the end of the calendar year. Any excess annual leave not used by the end of the calendar year in which the grace period was extended must be forfeited.

If an employee terminates employment after the eligibility period, he/she can receive cash compensation at the regular rate, or can transfer or donate unused annual leave balance, unless the termination was for a reason reflecting discredit on the employee.

8.8 Military Leave: Military leave shall be granted in accordance with MCA. 2-18-614, 10-1-1009, and federal statute. Employees who are members of the U.S. Armed Forces Reserve and National Guard component are required to submit their schedule of weekend drills and summer encampment, and other training dates to the employer within 10 days of receipt of receiving their orders.

8.9 Compensatory Leave:

- A. **Credits:** By agreement between the County and the Deputy for each individual incident or in accordance with article 7.5 1B of this agreement, overtime pay can be converted to leave time. An hour of overtime, which would be paid at the rate of time and one-half the Deputies regular rate of pay, would be converted to one and one-half hours of compensatory leave time credit.
- B. **Balance:** There shall be no conversion of overtime beyond that which results in a Deputy having a running balance of more than an aggregate total of 120 hours of compensatory time. The County may from time to time cash out any amount of a Deputy's balance of such leave credits, and the County will cash out the entire balance at the time the Deputy separates from the County. All cash outs will be at the Deputy's then regular rate of pay.
- C. **Requests:** Requests for leave shall be made as soon as possible and the County will respond as soon as possible but not later than two weeks from receipt of the request. The County may deny, in writing, requests which would create an undue burden on the County.

ARTICLE 9 - HOLIDAYS

9.1 Days: For pay purposes, the following shall be recognized holidays for Pondera County Sheriff's Deputies:

- A. Each employee is entitled to the following holidays:
 - 1. New Years Day January 1st
 - 2. Martin Luther King Day. 3rd Monday in January
 - 3. President's Day 3rd Monday in February
 - 4. Memorial Day Last Monday in May
 - 5. Independence Day July 4th
 - 6. Labor Day..... First Monday in September
 - 7. Columbus Day..... 2nd Monday in October
 - 8. Veteran's Day..... November 11
 - 9. Thanksgiving Day..... 4th Thursday in November
 - 10. Christmas Day..... December 25th
 - 11. State General Election Day

B. **Pay for Work Performed on a Holiday**

A full-time employee, whose regular schedule calls for the employee to work on the day a holiday is observed, shall receive eight (8) hours of holiday benefits. The employee usually receives the holiday off. However, the County reserves the right to require an employee to work on the day a holiday is observed.

A full-time employee who is designated as non-exempt under the Fair Labor Standards Act (FLSA) and who works on the day a holiday is observed shall be paid for all hours actually worked. In addition, under the benefit provided for in this policy, the employee shall receive either a paid day off at the regular rate at a later date (banked holiday) or overtime pay as described below, at the County's discretion.

- If the holiday benefit is a banked holiday, the employee shall receive pay at the regular rate for every hour worked on the holiday.
- If the holiday benefit is to be paid, but with no banked holiday, the employee shall receive overtime pay or compensatory time (regular rate x 1.5) for all hours worked on the holiday.

If an eligible employee works on a recognized holiday, he or she will receive holiday pay plus wages at his or her straight-time rate for the hours worked on the holiday. Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime. Employees who work other than a normal Monday through Friday work schedule will receive holiday pay for work on the actual holiday rather than the observed holiday.

Full-time employees who are scheduled for a day off on a day which is a legal holiday are entitled to an eight (8) hour day off with pay either on the day preceding or another day following the holiday in the same pay period.

Employees working a shift schedule in excess of eight (8) hours per day will receive eight (8) hours of Holiday Pay. The hours in excess of eight (8) hours will be worked or an alternate form of time off (e.g., vacation leave or compensatory time accrued) must be used.

If an employee does not work a regular schedule and is called in to work on the holiday, the employee shall receive pay at the regular rate for every hour worked on the holiday.

An employee shall receive overtime or compensatory time for actual hours worked that exceed forty (40) in a workweek, in compliance with the overtime policy.

An employee who is exempt from the FLSA and who receives approval to work on the holiday shall receive paid time off equivalent to the number of hours worked.

Equivalent paid time off for work performed on a holiday may be taken at a later date upon request by the employee and approval of the supervisor. When an employee requests to take the hours off but the interest of the County requires the employee's attendance, the County's interest overrides that of the employee. In the case of both non-exempt and exempt employees, when they request to use

banked time but the interest of the County requires the employee's attendance, the County's interest overrides that of the employee.

Relevant Information: MCA 1-1-216 and 2-18-603; The Fair Labor Standards Act, U. S. Department of Labor

- C. All other days are business days.

ARTICLE 10 - HEALTH REQUIREMENTS

- 10.1 Requirements:** Whenever the County believes there is a question that an Officer's health may prevent him or her from carrying out assigned duties, the County may direct the Officer to undergo an examination with a County selected medical practitioner who will issue a certificate to the County verifying the Officer's ability or lack thereof. The County will pay for the examination and certificate to the extent it is not covered by insurance.

ARTICLE 11 - EMPLOYEE FRINGE BENEFITS

- 11.1 Medical Insurance:** Provided the employee participates in the County's Plan, the County will contribute that amount toward each participating employee's monthly medical premium as it contributes for the majority of other County employees.
- 11.2 Voluntary Employees Beneficiary Association Health Reimbursement Arrangement (VEBA HRA)**

Pursuant to eligibility, payout of a retiring or separating Employee's accrued and unused sick and/or sick and vacation leave is **contingent on results of the yearly vote by all County Employees for participation in VEBA HRA**. VEBA is a tax-free contribution to a Health Reimbursement Arrangement (HRA) account created on behalf of eligible Employees from their applicable unused, accrued leave, as agreed upon by the participants in the VEBA groups. This account may then be used to reimburse post-retirement healthcare costs for you, your spouse and qualified dependents. Eligible expenses include, but are not limited to, medical, dental and vision premiums as well as other non-covered expenses such as deductibles and co-payments, etc.

The County's participation in VEBA HRA is contingent on the results of an annual voting process by all eligible Employees conducted each year. The ballots will be distributed, and results will be announced in May of each year and could be different each year.

- 11.3 Retirement:** The employer and employee shall continue retirement contributions to the present plan.
- 11.4 Seniority:**
 - A. For benefits, such as longevity pay, seniority is defined as the amount of time starting from the employee's last date of continuous employment with the Sheriff's Office.

ARTICLE 12 - GRIEVANCE PROCEDURE

Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to address all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or applications of terms and provisions of the Agreement.

A. **DEFINITIONS:**

1. Grievance – an alleged breach of an express provision of this Agreement on a signed, written complaint.
2. Aggrieved Party - the deputy or deputies, Association, or Federation asserting the grievance.
3. Parties of Interest - the deputy or deputies asserting the grievance, any person or persons assisting in processing the grievance, any person or persons who might be required to take action, or against whom action might be taken, in order to resolve the grievance.

B. **PURPOSE:**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, and in an atmosphere of courtesy and cooperation, equitable solutions of grievance(s), which may arise.
2. Nothing contained in this article of this Agreement shall be construed to prevent any deputy from discussing a problem with the administration and having it adjusted, providing that any resolution of the problem shall be consistent with the terms of the current Agreement.

C. **RIGHTS TO REPRESENTATION:** The aggrieved party must be present at all meetings and hearings and may be represented at all meetings and hearings at all levels and stages of the grievance procedure by an Association representative. No meeting on a grievance shall take place at any level or stage of the grievance procedure unless the Association has been notified of the time and location of the meeting.

D. **TIME LIMITS:** All time limits shall consist of working days, Monday through Friday excluding holidays. The time limits specified herein may be extended by written, mutual consent.

E. **DEADLINES:** Deadlines are critical and a failure by the Association to file and/or appeal a grievance in accordance with the timelines shall make the subject of the grievance moot. Should the County fail to abide by the timelines, the Association shall have the right to appeal to the next level of the procedure in accordance with the rules provided for that level. Time limits may be extended by mutual agreement.

12.1 Procedure: Each grievance shall be processed in the following manner:

Step 1. Step 1 shall be submitted to the Undersheriff not later than ten (10) days from the first event giving rise to the grievance. The Undersheriff will issue a written response to the party who submitted the grievance (Grievant) not later than 10 days from the date the grievance was received.

Step 2. If the grievance is not settled at the first step, the aggrieved deputy, within ten (10) days thereafter shall present the written grievance to the Sheriff, the Sheriff shall investigate the facts concerning the alleged grievance and may within ten (10) days following receipt of the written grievance conduct a meeting between him / herself, his / her representatives if needed, and the aggrieved deputy, or shall in alternative respond to the grievance in writing. If a meeting is held, the Sheriff shall notify the aggrieved deputy of his / her decision not later than ten (10) days following the meeting date.

Step 3. If the grievance is not settled at the first step, the aggrieved deputy may submit an appeal to the County Commissioners not later than 10 days from the issuing of the Sheriff's response. The County Commissioners will hear the matter at the next opportunity for placing the matter on the agenda of a regular Council meeting. The Council will issue a written decision to the Union not later than 10 days from the Council meeting subsequent to the one during which the grievance was heard.

Step 4. The Union may submit an appeal to final and binding arbitration under the following rules:

- A. The Union will submit a written request to the Board of Personnel Appeals that a list of seven potential arbitrators be sent to each party. The parties will promptly select an arbitrator by alternating striking names, and the Union will notify the Board of the selection of the arbitrator.
- B. The Arbitrator's decision shall not cause the adding to, subtraction from or any other modification to the terms of this Agreement. The decision shall be issued to each party in writing not later than 30 calendar days following the hearing or the final date for submission of briefs.
- C. The expenses of the Arbitrator shall be shared equally by the parties.
- D. Promptly after first contact with the selected Arbitrator, the County will notify him or her, together with the Union, of all arbitrability issues known at that time. Absent agreement by the parties, the Arbitrator will determine a method by which such will be resolved not less than 20 calendar days from the date established for the hearing.
- E. Upon request of either party, the arbitrator may issue a response directly after the close of the hearing, with the written decision and rationale to follow.

12.2 Election of Remedy: Should the subject of a grievance be filed into another arena; the grievance shall be deemed moot. However, once the County is notified of the appeal of a grievance to arbitration, such shall be deemed the exclusive method of resolution.

ARTICLE 13 - HEALTH AND SAFETY

13.1 Health and Safety: The health and safety of employees shall be reasonably protected while in the service of the Employer. The Employer shall carry Workers Compensation insurance on all employees. Employees are directed to report all personal injuries received in the course of employment.

ARTICLE 14 - SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 15 – WAIVER

The County and the Association acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter referred to or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement, unless mutually agreed upon. This Article shall not be construed to, in any way, restrict the parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.

ARTICLE 16 - DURATION OF AGREEMENT


This Agreement shall be effective as of July 1, 2020 or the date of final ratification, whichever comes later, and shall remain in full force and effect through June 30, 2022, and for each succeeding year unless one party gives the other written notice of its desire to negotiate a successor agreement not later than 60 calendar days in advance of the annual expiration date.

IN WITNESS WHEREOF, the parties hereby affix their signatures as of this 16th day of September, 2020.

FOR PONDERA COUNTY

FOR MFPE AND PONDERA COUNTY DEPUTIES ASSOCIATION


Tom Kuka, Commissioner
Pondera County



Shelli Lavinder-Schwalk,
Field Consultant


Dale Seifert, Commissioner
Pondera County

Joseph Dompier, Field Consultant


Jim Morren, Commissioner
Pondera County


Andy Lund, President PCDA


Robert C. Skorupa, Sheriff
Pondera County