

July 1, 2021 to June 30, 2024

AGREEMENT

between

PARK COUNTY

and

MONTANA FEDERATION OF

PUBLIC EMPLOYEES

and

PARK COUNTY SHERIFF'S OFFICE

EMPLOYEES UNIT



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MFPE - BILLINGS OFFICE

Table of Contents

ARTICLE 1: RECOGNITION	1
ARTICLE 2: SCOPE OF AGREEMENT	1
ARTICLE 3: WORK STOPPAGES.....	1
ARTICLE 4: NON-DISCRIMINATION	1
ARTICLE 5: MAINTENANCE OF STANDARDS	2
ARTICLE 6: UNION SECURITY	2
ARTICLE 7: SICK LEAVE	3
ARTICLE 8: HEALTH AND SAFETY.....	5
ARTICLE 9: HOURS, OT, COMPENSATORY TIME AND SHIFT DIFFERENTIALS	5
ARTICLE 10: DISCHARGE OR SUSPENSION.....	6
ARTICLE 11: GRIEVANCE	6
ARTICLE 12: VACANCIES AND PROMOTION	7
ARTICLE 13: SENIORITY	7
ARTICLE 14: CLOTHING	8
ARTICLE 15: HOLIDAYS	9
ARTICLE 16: VACATION.....	9
ARTICLE 17: DEATH BENEFITS	10
ARTICLE 18: LONGEVITY	10
ARTICLE 19: HEALTH AND WELFARE.....	11
ARTICLE 20: EQUIPMENT	11
ARTICLE 21: WAGES	12
ARTICLE 22: GARDINER/COOKE CITY AREA RESIDENT DEPUTY.....	14
ARTICLE 23: K-9 PROGRAM.....	14
ARTICLE 24: SAVINGS CLAUSE.....	15
ARTICLE 25: FAMILY MEDICAL LEAVE ACT.....	15
ARTICLE 26: EFFECT OF AGREEMENT	15
ARTICLE 27: MANAGEMENT RIGHTS CLAUSE.....	16
ARTICLE 28: TERM OF AGREEMENT.....	16

AGREEMENT

This AGREEMENT is made and entered into this 10th day of December 2021 by and between PARK COUNTY for the Park County Sheriff's Office, hereinafter called the "COUNTY" and the Montana Federation of Public Employees (MFPE) and Park County Sheriff's Office Employees Unit hereinafter called the "UNION".

ARTICLE 1: RECOGNITION

The County recognizes the Union signatory hereto as the exclusive representative of all employees who are subject to the terms of this agreement, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and all other conditions of employment.

ARTICLE 2: SCOPE OF AGREEMENT

- A. The terms hereof shall govern the wages, hours and working conditions of employees employed by the County in a bargaining unit position(s).
- B. The Bargaining unit is defined as: Employees of the County employed in positions of Deputy Sheriff and/or Detention Officers (Sheriff's Deputies, Sheriff's Corporals, Sheriff's Sergeants, Detention Officers, Detention Sergeants, Detectives and Senior Detectives) excluding employees employed in positions of Elected Officials, Under Sheriff, Two (2) Captains (Head of the Jail, Head of Command), Lieutenants, One (1) Civil Clerk (Administrative Assistant to the Sheriff), Employees who work less than 20 hours per week, Temporary Employees (less than 90 calendar days), Contracted Employees, Voluntary Work, Court ordered community service, intern, trainee, Employees excluded by Montana Collective Bargaining Act and all other (positions) Employees.

ARTICLE 3: WORK STOPPAGES

There shall be no strikes, slowdowns, or other work stoppages on the part of the Union or employees covered by this collective bargaining contract, and there shall be no lockouts by the employer during the term of this agreement, unless the County, during the term of this agreement refuses to implement the grievance committee award. Should employees covered by this agreement engage in a strike, slowdown or other work stoppages contrary to this agreement, the Union will instruct the employees to return to work.

ARTICLE 4: NON-DISCRIMINATION

- A. The employer and the Union agree that they will work cooperatively to assure that all employees have equal employment opportunities.
- B. The Union and/or the employer agree that they will not discriminate against any person because of Union activities.

ARTICLE 5: MAINTENANCE OF STANDARDS

The parties acknowledge there has been certain past practices and/or standards that occurred prior to the execution of this agreement. The parties wish to follow these practices.

- A. The County will be allowed to continue to have foremen or supervisors (elected or appointed) do bargaining unit work as in the past.

(Notice of intent: Starting with the first full payroll after the 2009-2011 agreement has been approved by both parties; County will comply with AG Opinions on vacation & sick leave. (No earning vacation and/or sick leave credits on overtime hours worked. Starting with the first full payroll after this agreement has been approved by both parties; County will stop all double payment of holiday pay. All wages paid (including double pay on Holidays) and/or vacation & sick leave credits earned before the first full payroll after the 2009-2011 agreement has been approved by both parties, will not be collected and is forgiven.)

ARTICLE 6: UNION SECURITY

- A. Payment of dues or an equivalent contribution.

Conditions of continued employment: All present employees covered by this agreement who do not make application for membership in the Union within thirty (30) calendar days of the effective date of the agreement shall, as a condition of employment, pay to the Union the representation fee as determined by MFPE as a contribution toward the administration of this agreement. New employees shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Employees who fail to comply with this requirement shall be discharged by the employer within seven (7) days after receipt of written notice from the Union.

- B. Dues check off: The County agrees, upon receipt of written authority from the employee, to deduct from the pay of the employee dues or the representation fee. The aggregate deductions of all employees shall be sent to MFPE on a monthly basis. The bargaining agent will indemnify against any and all liability which arises from the operation of this Article.
- C. Appointment of a Shop Steward: The union shall have the right to appoint an employee representative in designated departments who shall be recognized by the employer as having authority to report irregularities in interpretation or application of this agreement to the Union and to assist the staff of the Union in the adjustment of grievances. Said representative shall not be discriminated against for discharging duties assigned by the Union, it being understood that performance of such duties shall not interfere with performance of the employee's normal duties.
- D. Upholding Union principles: The Employer and/or the Union will not discriminate and/or discontinue a member's employment because the member served on any committee.

- E. Representation by Union: An employee, at the employee's request, shall have a union representative present during any investigation meeting at which the employee could reasonably believe could result in disciplinary action.
- F. Rights to notice and communication:
 - 1. Bargaining unit list: The employer will notify MFPE of new hires and of employees who are no longer part of the bargaining unit. Upon MFPE's request, the employer will furnish MFPE a list of current bargaining unit members.
 - 2. Seniority list: Upon request, each department shall make a seniority list available to the bargaining agent and employees. Seniority lists posted or distributed shall not include employee's home phone numbers.
 - 3. Bulletin boards: The Union 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.
 - 4. SOP Manual: The bargaining agent shall be furnished, upon request, a current copy of any official policy of the employer relating to the terms or conditions of employment of employees in the bargaining unit.
 - 5. Meeting rooms: When available and upon receipt of adequate notice and request, the employer shall provide meeting room space for Union meetings with Union personnel provided the Union personnel is not on work status.
 - 6. Copies of contract: Upon final ratification and approval of this agreement, the Union shall prepare and make available a copy thereof for each member of the Union. Employer will provide an original and an electronic copy to the Union.
 - 7. 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 7: SICK LEAVE

- A. Sick Leave
 - 1. Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks X 40 hours) shall equal 1 year. Sick leave credits are credited at the end of each pay period. Sick leave credits are earned at the rate of 12 days for each year of service without restriction as to the number of days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.
 - 2. An employee may not accrue sick leave while in a leave-with-out-pay status.

3. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.
4. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.
5. An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave, provided the employee has been continuously employed 90 days. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he terminates his employment with the county. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971. The payment therefore shall be the responsibility of the agency wherein the sick leave accrues. However, no employee forfeits any sick leave rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within the same jurisdiction, he/she is not entitled to a lump-sum payment. In a transfer between agencies, the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971.
6. An employee who receives a lump sum payment pursuant to this section and who is again employed by any agency may not be credited with any sick leave for which the employee has previously been compensated.
7. The county may establish and administer through local rule a sick leave fund into which its employees may contribute their accumulated sick leave to other county employees.
8. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section.
9. Sick leave shall be used in half (1/2) hour blocks.

Definitions for this article only:

- a) "Permanent employee" means an employee who is assigned to a position designated as permanent on the appropriate list of authorized positions referenced in 2-18-206 (MCA), and approved as such in the annual budget.
- b) "Part-time employee" means an employee who normally works less than 40 hours a week.
- c) "Full-time employee" means an employee who normally works 40 hours a week.
- d) "Temporary employee" means an employee assigned to a position designated as temporary on the appropriate agency list of authorized positions referenced in 2-18-206 (MCA), created for a definite period of time not to exceed 9 months.

- e) "Sick leave" means a leave of absence with pay for a sickness suffered by an employee or his immediate family.
- f) Definition for this section only, "immediate family" is defined as spouse, child(ren), step or foster child(ren) when they are legal dependents of the employee.

B. Bereavement Leave: Each employee may use 5 days of allowable sick leave for bereavement leave upon the death of a member of the immediate family. Such leave will be deducted from allowable sick leave.

Definitions for this section only: "immediate family" is defined as the employee's spouse, parents, grandparents, siblings, children, step children, foster child(ren), grandchildren and like relatives of the employee's spouse.

ARTICLE 8: HEALTH AND SAFETY

The employer shall carry industrial accident insurance on employees. The Employer and the employees covered by this agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

The employer, through the local Board of Health recommendation, approved and resolved on March 20, 2018 a Tobacco Free Policy for all Park County workplaces including vehicles. The policy went into effect July 1, 2018. The Union negotiated the following variances to Resolution # 1265:

- a) Deputies agree not to smoke in county owned vehicles or at the county Courthouse complex. Tobacco use is allowable outside those two areas.
- b) Detention staff can discreetly use smokeless tobacco products on shift or they will be allowed to take breaks away from the facility.
- c) Deputies are exempt from the "*smelling like smoke*" standard set in the policy as they are subject to smoke as part of their daily job tasks.

ARTICLE 9: HOURS, OVERTIME, COMPENSATORY TIME AND SHIFT DIFFERENTIALS

Definitions -

Work Day: 0001 hours to 2400 hours.

Work Week: 0001 hours Saturday to the following Friday at 2400 hours.

Paydays: Payday shall be every two weeks (every-other Friday).

No compounding or pyramiding. If an employee qualifies for more than one overtime rate, the employee will be paid the one rate that pays the highest with no compounding, coupling or pyramiding to another rate.

- A. General workday: Eight (8) hours of work in one calendar day shall generally constitute a normal work day. The County may direct and schedule ten (10) hours of work in one calendar day for four (4) days in a work week. In addition, the County may direct split shifts, short shifts, time off or other combinations of work hours.

- B. Rest Period: When possible, employees shall be granted rest periods of twenty (20) minutes duration without loss of pay for each scheduled four (4) hours of work.

The parties note that when an employee is working alone, a rest break may not be possible. The time and place are approved by the on duty supervisor at the start of shift. The time and the place are to be approved by the Department Head or designee prior to the employees leaving the work area in the morning and in the afternoon.

The length of the break, including any travel time, shall not exceed twenty (20) minutes. With the advance approval of the on duty supervisor and when practicable, the two breaks may be combined to one 40-minute break.

- C. Overtime: All work performed in excess of forty (40) hours in any one week shall constitute overtime. Paid sick leave time, paid vacation time, paid holiday time and/or paid bereavement leave time when used in place of regular work time shall be considered as time worked when computing overtime. Overtime hours worked shall be compensated at one and one-half (1 1/2) times the straight time hourly rate of pay. Upon agreement of the County Commissioners and the Sheriff plus the employee, a nonexempt employee may receive compensatory time in lieu of overtime in accordance with the provision of the Fair Labor Standards Act.

Deputy Sheriff's overtime rate of pay shall be the Deputy Sheriff's hourly rate plus longevity in hourly form all at time and a half. No Employee will be directed by management to work a different schedule than posted to eliminate the employee's earned overtime.

- D. Show-up/Call-out: if an employee reports for their regular shift and is sent home or if an employee is called-out, the employee will automatically be guaranteed a minimum of two (2) hours. If an employee has worked over two hours, the employee will be credited for the actual hours worked.

ARTICLE 10: DISCHARGE OR SUSPENSION

The employer shall not discharge nor suspend any non-probationary employee without just cause. For all unit employees, except sworn officers, the first six (6) months of employment is a probationary period and an employee may be discharged for any reason. For law enforcement officers (sworn officers), the first twelve (12) months of employment is a probationary period and that employee may be discharged for any reason.

ARTICLE 11: GRIEVANCE

- A. Every effort should be made to resolve the grievance at the lowest level possible (i.e., between the employee and the supervisor). An informal resolution to a dispute must be attempted by the employee with his/her supervisor within ten (10) days of the time the grievant becomes aware, or should have known, of the action.
- B. For this article only, working days or days are defined as Monday through Friday excluding holidays.

- C. For all alleged violations of this agreement which cannot be resolved between supervisor and employee, MFPE will submit a written grievance to the Sheriff.
 - 1. The grievance must be submitted in written form within a period of ten (10) days (after the informal resolution process has been found unsuccessful) or within ten (10) days of any pay day that a check is disputed.
 - 2. The Sheriff must meet with the Union and grievant within 30 days of the date the grievance was filed.
- D. If no resolution is reached within 30 days of the Sheriff Grievance meeting or if no meeting occurs, the employee may appeal the grievance to the County Commissioners within 30 days.
 - 1. The County Commissioners or a Commissioner must meet with the Union, the Sheriff and grievant within 30 days of the date the grievance was appealed.
 - 2. If no resolution is reached within 30 days of the Commissioner Grievance meeting or if no meeting occurs, the employee may appeal the Grievance committee within 30 days.
- E. The grievance committee shall be constituted as follows: two (2) representatives of the County and two (2) representatives of the Union.
 - 1. The Grievance Committee shall be convened within 30 days of its formation.
 - 2. If the 2-2 committee does not render a decision, the grievant is free to take other legal action.
 - 3. If the 2-2 committee reaches a majority decision, said decision shall be binding on the grievant and all parties.
- F. Anything to the contrary notwithstanding, no issue shall be subject to grievance, unless the grievance shall allege the breach of an express provision of this agreement.

ARTICLE 12: VACANCIES AND PROMOTION

The employer shall post a notice of any vacancy that the employer wants to fill for a minimum of five (5) consecutive working days.

ARTICLE 13: 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 employer.
- B. Work area, as used in this collective bargaining agreement, is defined as Detention Center constitutes one work area and Deputy Sheriff (sworn officers) would constitute another work area within the Sheriff's department. Work area does not refer to any geographical area such as Gardiner, Montana, Wilsall, Montana or other similar notations.

- C. For the purposes of layoff, employees in a work area of a department shall be laid off in the order of lowest seniority first. Should an employee work in more than one work area, the employee's seniority date for the work area starts with their first day of the last continuous employment in that work area.
- D. Recall: Should an additional employment position be available in a work area, an employee who was laid off from the same work area within the same department shall be recalled in reverse order, such as last laid off shall be first recalled. The recalled employee will start earning seniority on the first day back at work added to the employee's amount of seniority on the day of lay off.
 - 1. When placed on layoff, an employee shall maintain a current address with the County and if a position becomes available for the employee on layoff, the County shall provide written notice by Registered Mail, Return Receipt Requested.
 - 2. The employee shall have seven (7) calendar days from the date of receipt of such notice to accept the offer of re-employment.
 - 3. Failure on the part of the employee to accept re-employment within seven (7) calendar days of receipt of recall notice, or failure of the employee to report for duty within fourteen (14) days of the receipt of recall notice, shall constitute forfeiture on the part of the employee to any further rights of re-employment or reinstatement.
 - 4. If the County is unable to effect delivery of a Registered letter, Return Receipt Requested, at the last address left with the County by the employee, the County after five (5) days shall send a notice by Certified Mail, and the seven (7) day period provided herein, shall commence running at the time the notice by Certified Mail is sent.
 - 5. Re-employment rights shall automatically cease one (1) year from the last day of work in the bargaining unit for the County and no further rights to reinstatement shall exist.

ARTICLE 14: CLOTHING

- A. New sworn law enforcement officers will receive a uniform allowance of one thousand and five dollars (\$1005) starting July 1, 2019 at the start of employment and in compliance with the IRS. Second year and years thereafter, sworn law enforcement officers shall receive a uniform allowance of nine hundred fifty-five dollars (\$955) starting July 1, 2019 and each year thereafter. Uniform pay shall be paid quarterly and in compliance with the IRS.
- B. New Detention Officers will receive a uniform allowance of seven hundred and five dollars (\$705) starting July 1, 2019 at the start of employment and in compliance with the IRS. Second year and years thereafter Detention Officers shall receive a uniform allowance of six hundred forty-two dollars and fifty cents (\$642.50)

starting July 1, 2019 and each year thereafter. Uniform pay shall be paid quarterly and in compliance with the IRS.

C. Any of following items bought with the above allowance is the property of the County and shall be returned to the County:

1. Leathers
2. Badges
3. Patches
4. Brass
5. Printed on items
6. Caps and Jackets
7. Any other item that may be designated as such

ARTICLE 15: HOLIDAYS

Employees are granted holidays without loss of pay as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day (Lincoln's/Washington's birthdays)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. State General Election Day (even years only)
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

The Parties clearly understand that holiday pay was rolled into the base pay for the listed 2004 Holidays. After 2004, the holiday has been paid on a separate pay line.

Previously ratified in the 2009 - 2011 Agreement and upon ratification of this 2014-2015 Agreement, if the union employee works on the holiday, they will receive two and one-half (2 1/2) times their regular hourly rate for the eight (8) holiday hours. An employee who does not work on one or more of the above listed 11 holidays, the employee shall be paid holiday pay for the holiday not worked.

Employees working more than 8 hours per shift will receive holiday pay based on 8 hours. Employees working less than 8 hours per shift will receive holiday pay prorated based on hours worked.

ARTICLE 16: VACATION

Vacation time, pay and conditions shall be as per state law. Vacation Leave shall be used in half (1/2) hour blocks.

ARTICLE 17: DEATH BENEFITS

The County will pay full accumulated leave to the estate or named beneficiary of a deceased employee's vacation and sick leave.

ARTICLE 18: LONGEVITY

- A. The longevity pay listed herein is in addition to the hourly base wage rate listed. The longevity pay listed herein is no part of the hourly base wage rate listed. If an employee does not complete a full month of employment or if the employee works part-time, the following longevity pay will be pro-rated.
- B. For non-sworn officer employees starting with the first full pay period following Union approval of the FY 2021 - 2024 Agreement:
 - 1. For non-sworn officer employees who have completed a full thirty (30) consecutive months of employment shall receive, starting with the thirty first (31st) month, twenty-five cents (\$.25) per hour increase over base wages as longevity pay.
 - 2. For non-sworn officer employees who have completed a full sixty (60) consecutive months of employment shall receive, starting with the sixty first (61st) month, thirty-five cents (\$.35) per hour increase over base wages as longevity pay.
 - 3. For non-sworn officer employees who have completed a full ninety (90) consecutive months of employment shall receive, starting with the ninety first (91st) month, forty-five cents (\$.45) per hour increase over base wages as longevity pay.
 - 4. For non-sworn officer employees who have completed a full one hundred twenty (120) consecutive months of employment shall receive, starting with the one hundred twenty first (121st) month, fifty-five cents (\$.55) per hour increase over base wages as longevity pay.
 - 5. For non-sworn officer employees who have completed a full one hundred fifty (150) consecutive months of employment shall receive, starting with the one hundred fifty first (151st) month, sixty-five cents (\$.65) per hour increase over base wages as longevity pay.
 - 6. For non-sworn officer employees who have completed a full one hundred eighty (180) consecutive months of employment shall receive, starting with the one hundred eighty first (181st) month, seventy-five cents (\$.75) per hour increase over base wages as longevity pay.
 - 7. Upon and after expiration of this collective bargaining agreement, no non-sworn employees shall have their longevity pay increased or be first eligible for longevity pay.

- C. For sworn officers, longevity pay shall be as per state law.

Longevity shall begin and/or change on the first pay period following a sworn or non-sworn officer's anniversary date of hire.

ARTICLE 19: HEALTH AND WELFARE

- A. The County will pay to the insurance plan, trust and/or insurance company the same amount paid for other full time County employees per month for the County health insurance premium. This includes flex for each full-time participating employee subject to the limitations of the insurance carrier, plan, or trust. For less than full-time participating bargaining unit employees, the above amount will be pro-rated. Non-participating employees forfeit the above benefits.
- B. No County employee may combine the County share of insurance premiums with another County employee's share of insurance premium to buy one insurance coverage. If the above premium is reduced, the extra money will be flexed to the employee.
- C. A new bargaining unit employee shall become eligible for the County's share of insurance premium payment starting the 1st of the month following thirty (30) days of employment.
- D. The County's payment towards health insurance premiums for participating bargaining unit member's ceases on the employee's last day of employment.
- E. When health insurance coverage starts and stops shall be determined by the health insurance carrier, plan or policy.
- F. The benefits changes made by the County wide insurance committee are part of this agreement.
- G. The County's only obligation under this Article is to withhold appropriate amounts and to pay the appropriate contributions to the County health insurance carrier, plan or trust. The County is not liable or responsible for the failure of the insurance, plan or trust to provide health insurance coverage and/or to pay any or all claims or benefits.
- H. Upon retirement from the County, an individual may convert the total value of his/her accumulated vacation leave and $\frac{1}{4}$ accumulated sick leave to a pre-tax account to be used towards health insurance premiums until the balance is used.

ARTICLE 20: EQUIPMENT

The County will continue the Safety Committee meetings. Any equipment which is considered un-safe will be turned into the supervisor by the employee for repair. Employees will not be required to use defective equipment until it can be properly replaced or repaired.

ARTICLE 21: WAGES

Effective the first pay period of July 2021 Sheriff Deputies and Detention Officers shall be paid COLA as noted below:

- All Sheriff Deputies will earn the same cola as other county employees subject to compliance with 7-4-2508 (2) (a) MCA.
- All Detention Officers will earn the same cola as other county employees.

Effective the October 2, 2021 Sheriff Deputies and Detention Officers shall be paid according to the following schedule using the salary of the Sheriff including any additional Sheriff COLA. The Sheriff salary is defined under 7-4-2508 (b) MCA.

October 2, 2021-June 30,2022

Title	Years of Service	Pay Percentage of Sheriff's Salary
Probationary Deputy	0-1	80 -
Deputy I	2-5	81 -
Deputy II	6-9+	82 -
Sergeant/Detective	Positional	85 -

Title	Years of Service	Pay Percentage of Sheriff's Salary
Probationary Detention Officer	0-1	65 -
Detention Officer I	2-5	66 -
Detention Officer II	6-9+	67 -
Sergeant	Positional	70 -

Effective the first pay period of July 2022 Sheriff Deputies and Detention Officers shall be paid according to the following schedule. Using the salary of the Sheriff. COLA will match the Sheriff's COLA to keep the integrity of the table.

- All Sheriff Deputies will earn the same cola as the Sheriff subject to compliance with 7-4-2508 (2) (a) MCA.
- All Detention Officers will earn the same cola as the Sheriff

July 1, 2022 to June 30, 2023

Title	Years of Service	Pay Percentage of Sheriff's Salary
Probationary Deputy	0-1	80 -
Deputy I	2-5	83 -
Deputy II	6-9+	84 -
Sergeant/Detective	Positional	87 -

Title	Years of Service	Pay Percentage of Sheriff's Salary
Probationary Detention Officer	0-1	65 -
Detention Officer I	2-5	68 -
Detention Officer II	6-9+	69 -
Sergeant	Positional	72 -

July 1, 2023 to June 30, 2024

Title	Years of Service	Pay Percentage of Sheriff's Salary
Probationary Deputy	0-1	80 -
Deputy I	2-5	83 -
Deputy II	6-9+	86 -
Sergeant/Detective	Positional	90 -

Title	Years of Service	Pay Percentage of Sheriff's Salary
Probationary Detention Officer	0-1	65 -
Detention Officer I	2-5	68 -
Detention Officer II	6-9+	71 -
Sergeant	Positional	74 -

Certification Pay: base pay increase for each certification level achieved for Deputies and Detention Officers. Bargaining Unit members who achieve a certification level will receive in their individual hourly rate of pay as follows:

- Intermediate = .25 cents/hr
- Intermediate and Advanced OR Intermediate and Supervisory (permanent Supervisor) = .50 cents/hr
- Intermediate, Advanced and Supervisory (permanent Supervisor) = .75 cents/hr

Bargaining Unit members who achieve a Supervisory certification must be assigned to a permanent supervisor position such as: Sergeant, Lt, Etc. Not applicable during probationary periods or acting as fill in for others.

Upon ratification of this agreement, the following certifications will begin: Bargaining unit members who achieve these certification levels will receive in their individual hourly rate of pay as follows:

- Deputies certified and authorized by the Sheriff to be FTO trainers will earn an additional .50 /hour.
- Detention Officers certified and authorized by the Sheriff to complete Transport of inmates will earn an additional .40/hour.

Non-stacked.

Certification Pay will be added into the base hourly wage rate for the purpose of accurately paying Overtime and Longevity Pay.

ARTICLE 22: GARDINER/COOKE CITY AREA RESIDENT DEPUTY

- A. The Park County Sheriff's Office will be assigning a patrol deputy or deputies to reside and work in the Gardiner area. Since the cost of living in that area is higher than the rest of the County, the Sheriff's Office will pay the assigned Gardiner / Cooke City deputy(s) an additional stipend in the amount of \$900 per month, as per IRS regulations, once the location of a primary residence has been established (you are living there) has been approved by the Sheriff.
- B. Defined residence area: the Gardiner / Cooke City deputy(s) must have his/her primary residence somewhere in the following area in Park County, MT: south of Yankee Jim Canyon to Jardine, including the towns of Gardiner and Jardine at a location approved by the Sheriff in writing.
- C. The purpose is to establish Gardiner / Cooke City deputy(s) to reside and work in the Gardiner area community by establishing their primary residence(s) in that area. In the event an established Gardiner area patrol deputy is reassigned, terminated or chooses to no longer reside in the area with Sheriff's approval, the stipend would no longer be paid to that deputy, as the deputy would no longer be required to reside in the Gardiner area.

ARTICLE 23: K-9 PROGRAM

The following conditions will apply to the Deputy Sheriff K-9 Handler:

- A. The deputy will have the responsibility to care for the assigned canine. Canine care and training shall take place during the deputy's regular working hours. Basic daily care should take approximately ½ hour per day. In addition, the selected deputy's duty schedule may be adjusted by the Sheriff to accommodate the ½ hour per weekend days (days off). The canine handler will be compensated at the rate of ½ hour per day for canine care for seven (7) days per week. The ½ hour per day canine care time is considered work time within a regular work shift and must be recorded on the time sheet. The days off per week should be recorded as a half hour of time worked for canine care, also recorded on the time sheet. Article 9 of the collective bargaining agreement will be applied in case of more than 40 hours of work in a work week. If the canine handler is off due to vacation, sick, etc. and is providing care to the canine, he/she will deduct the canine care hours from the hours he takes off – for example, if the canine handler takes a day off and he normally works an 8 hour shift, he/she will only have to use 7 ½ hours from his vacation accrual as ½ hour will be paid at regular rate for canine care. If the K9 handler is not able to care for the canine and is utilizing kennel services – there will be no pay for canine care– due to the County paying the kennel fees. Kenneling arrangements require approval of the Sheriff or his/her designee.

- B. Any care and training required outside of the handler's normal working hours requires supervisor pre-approval and will be noted on the handler's time sheet. If no supervisor is on shift, the handler will obtain approval before the supervisor goes off-shift or will contact an off-duty supervisor by phone at a reasonable hour. In the case of emergency care required by the canine, the handler will notify a supervisor as soon as practicable the following morning or when a supervisor arrives on-shift. Overtime will be paid in accordance with Article 9 of the collective bargaining agreement.
- C. Aside from his/her regular duties as a deputy, it is the handler's responsibility to keep his/her supervisor apprised of his location and activities with the canine. If no supervisor is on shift, the handler will update the supervisor when he/she arrives on-shift.
- D. In the event a K-9 handler no longer works for the Sheriff's Office or is re-assigned and no longer has handler responsibilities, the canine may be assigned to another handler at the discretion of the sheriff.
- E. The K-9 program will be maintained or disbanded at the discretion of the Sheriff or his/her designee.
- F. When a canine reaches the end of its working career, retires, or becomes sick/injured beyond the point of reasonable rehabilitation or if the K-9 program is disbanded, the decision to retire the canine or sell the canine to another agency will be made by the Sheriff or his/her designee. If handler assumes ownership, the handler shall from then on have total responsibility for all future costs and liability relating to the canine.

ARTICLE 24: SAVINGS CLAUSE

If any portion of this agreement is determined or declared to be contrary to or in violation of any State or Federal Law, the remainder of the agreement shall not be affected or inactivated.

ARTICLE 25: FAMILY MEDICAL LEAVE ACT

Family Medical Leave will be in compliance with the applicable statutes including running concurrent with other applicable leaves.

ARTICLE 26: EFFECT OF AGREEMENT

This Agreement constitutes the complete agreement between the County and MFPE. This agreement shall be effective July 1, 2021 and shall remain in full force until its expiration date of June 30, 2024 with retroactive pay to first pay period in July 2021 based on the details outlined in Article 21.

The parties further acknowledge that during the course of collective bargaining, each party has had the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provision of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

ARTICLE 27: MANAGEMENT RIGHTS CLAUSE

Nothing in this agreement shall be construed to prohibit the County from exercising all management rights and prerogatives except those expressly waived in this agreement. The County has all rights to manage the County including the establishing of rules, directives and orders except those expressly waived by this agreement.

It is recognized that, except as expressly provided in this agreement, the County shall retain whatever rights and authority are necessary for it to operate and direct affairs of the County in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the County; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities.

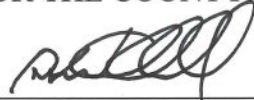
ARTICLE 28: TERM OF AGREEMENT


On or before sixty (60) days prior to the expiration date, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement. Promptly following such notification, and during such period, the parties hereto shall meet and engage in such negotiations.

If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the expiration date of the agreement, as above provided, this agreement shall automatically be renewed for successive one (1) year terms thereafter.

In WITNESS WHEREOF, the County and the Union have caused this agreement to be executed in their names by their duly authorized representatives at Livingston, Montana.

FOR THE COUNTY:



Chair


Commissioner


Commissioner


Sheriff

FOR THE UNION:


Union President


Local President

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PARK COUNTY
AND
THE MONTANA PUBLIC EMPLOYEES ASSOCIATION
PARK COUNTY SHERIFFS OFFICE UNIT.**

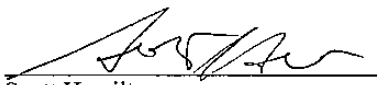
This memorandum of understanding (MOU) is being entered into for the purpose of memorializing the issue of Deputies taking emergency medical technician (EMT) courses and how certification will be dealt with by the Sheriff's Office.

At this time, three Deputies have voluntarily decided on their own to take an EMT course. EMT skills would be an asset to the community as deputies are often first to arrive at crashes and other medical calls. This training is not a requirement of the Sheriff's Office nor is EMT certification a requirement to be a Deputy Sheriff. As such, the Deputies will not be reimbursed for the course or paid for their time spent attending the course. Additionally, the deputies are not permitted to utilize any Sheriff's Office equipment while attending the training. Due to the fact that being an EMT is not a requirement of the Sheriff's Office, no specific funding has been set aside for it. Therefore, no extra compensation for this certification is authorized. At the discretion of the Sheriff, as funding allows, and on a case-by-case basis, the Sheriff's Office may purchase medical kits for these Deputies to use while on duty, replenish their medical supplies, and cover the costs of continuing education in order to maintain their certifications.

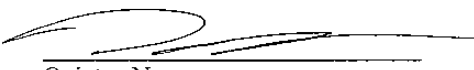
This does NOT establish a past practice, and future funding is not guaranteed. The Sheriff's Office will establish a policy consistent with this MOU.

In the event other Deputies or staff wish to attend training and attain EMT certifications, they would do so voluntarily and on their own as it is not required by the Sheriff's Office. There would be no guarantee as to funding availability for medical kits and/or continued education, and no extra compensation would be authorized.

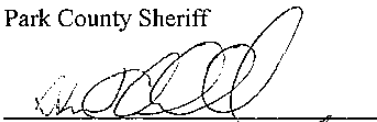
DATED 10/25/17



Scott Hamilton
Park County Sheriff



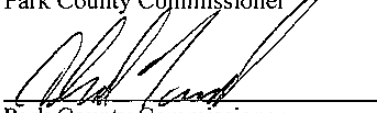
Quinton Nyman
MPEA Executive Director



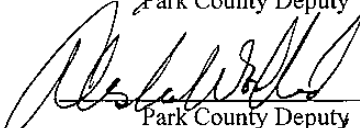
Park County Commissioner



T. Dylstra
Park County Deputy



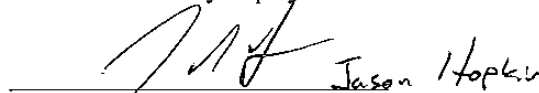
Park County Commissioner



Alesha Woodland
Park County Deputy



Park County Commissioner



Jason Hopkin
Park County Deputy