

**DEPUTY CASCADE COUNTY ATTORNEY
AGREEMENT BETWEEN CASCADE COUNTY, MONTANA AND
CASCADE COUNTY DEPUTY COUNTY ATTORNEYS' ASSOCIATION
REPRESENTING THE CASCADE COUNTY DEPUTY COUNTY ATTORNEYS**

THIS AGREEMENT entered into this 12 day of December, 2023 at Great Falls, Montana, by and between CASCADE COUNTY, MONTANA, a body politic and a political subdivision of the State of Montana, herein referred to as the "Employer", and DEPUTY CASCADE COUNTY ATTORNEYS' ASSOCIATION, of Great Falls, Montana, herein referred to as the "Association".

ARTICLE 1 - DEFINITIONS

Association: The term "Association" means the Deputy Cascade County Attorneys' Association (DCCAA) in Great Falls, Montana or its designated representatives.

Bargaining Unit: The term "bargaining unit" shall be defined as follows:

- (a) Inclusions: All full-time and part time Deputy Cascade County attorneys, handling civil or criminal matters.
- (b) Exclusions: The Cascade County Attorney; the Cascade County Chief Criminal Deputy Attorney; the Cascade County Chief Civil Deputy Attorney; all other employees not within the inclusion above employed at the Cascade County Attorney's Office including, but not limited to, short- term employees, temporary employees, seasonal employees, confidential employees within the meaning of Montana Code Annotated §39-31-103(3); management officials within the meaning of Montana Code Annotated §39-31-103(7); supervisory employees within the meaning of Montana Code Annotated. §39-31-103(11); and secretarial, clerical and administrative employees belonging to another labor organization or bargaining unit.

Base Salary: The term Base Salary shall refer to the beginning wage of an attorney with no experience and/or steps on the longevity scale.

County: The term "County" means the County of Cascade, Montana, its Board of County Commissioners or designated representative of the Board.

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

Employee: The term "employee" means an employee of Cascade County working in a Bargaining Unit position.

Fiscal Year: The term "fiscal year" means from July 1st through June 30th of any given year.

Full-time: The term "full-time" refers to an employee who has regularly scheduled work assignments and whose regular schedule consists of at least forty hours per week during the pay period.

On-Call: The term "on-call" refers to an employee designated to be responsible for answering the County Attorney's Office on-call phone, search warrant preparation and inquiries by state and local law enforcement.

Part-time Employee: The term "part-time" refers to an employee who works between twenty and thirty-nine hours per week.

Probationary Employee: A full-time or part-time employee who is in the first six months of employment.

Temporary Employee: The term "temporary employee" means a full or part-time employee hired to meet a work need that is anticipated to last less than nine months.

Workday: The term "workday" is every Monday, Tuesday, Wednesday, Thursday and Friday in a workweek that is not considered a County authorized holiday.

ARTICLE 2 - RECOGNITION

The County recognizes the Deputy Cascade County Attorneys Association (DCCAA), an affiliate of the MFPE (Montana Federation of Public Employees), as the exclusive agent for collective bargaining purposes for the bargaining unit defined above.

ARTICLE 3 - ASSOCIATION RIGHTS

Right to Organize: The County hereby agrees that all employees shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for other mutual aid and protection in accordance with Title 39, Chapter 31, MCA. The County further agrees that it will not discriminate against any employees for exercising any right granted by the Public Employees Bargaining Act or this Agreement.

Right to Join or Not Join: The Parties agree that all Employees in the work unit have the right to join the Union or have the right not to join the Union. The County and the Association further agree that they will not discriminate against any Employee for exercising any right granted by the Montana Public Employees Bargaining Act, *Janus v. AFSCME*, 138 S.Ct 2448 (2018), or this agreement.

Membership Dues: The Association will certify to the County the current rate of membership dues and the names of individuals who are members of the Association.

Association Privileges and Limitations: The authorized business representative, with credentials of the Association, shall be permitted to visit employees at all reasonable times, subject to permission of the supervisor as to reasonable time. This permission will not be unreasonably withheld. The internal business of the Association shall be conducted by the employees during their non-duty hours.

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

Steward: The Association may designate a job steward to handle Association business and shall furnish the name to the County Attorney and the Human Resources Department within five days after election.

It shall be the responsibility of the Association to provide the Human Resources Department, Payroll Office with all prescribed payroll withholding documentation with applicable authorizations signed by the employee.

ARTICLE 4 - COUNTY RIGHTS

Rights of the County: The Association recognizes that the County has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the County to the full extent authorized as per the provisions of Montana Code Annotated § 39-31-303. The Association further agrees that all management rights, functions, and prerogatives not expressly delegated in the Agreement are reserved to the County.

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

ARTICLE 5 - COMPENSATION

Section 1. Wages:

The wages agreed upon for the duration of this Agreement are reflected on the Salary Schedule, which is attached hereto as Exhibit 1 and incorporated by reference herein. The manner in which the employees are placed on the Schedule is more fully set forth in the Implementation Agreement, which is attached hereto as Exhibit 2 and incorporated by reference herein.

Section 2. Professional Development Hours:

Employees shall be compensated for time spent while attending work-related educational or other related type meetings, which includes travelling to and from such events. The County will finance each employee's fifteen continuing legal education hours per reporting year, subject to final approval of the County Attorney as to timing, subject matter and location of the Continuing Legal Education course.

Section 3. Compensatory Time:

Compensatory time shall be accrued by an employee in accordance with Cascade County Operations Manual Policy 60-5. Association members are exempt employees and will earn compensatory time at straight time up to the maximum authorized by County policy, which allows for up to 120 hours of accumulated compensatory time.

Section 4:

With the approval of the Employer, employees shall be allowed to work an alternative work schedule. (For example: four nine-hour days and one four-hour day per week).

Section 5. On-call Attorney Time and Compensation:

Each Criminal Deputy shall be designated the on-call attorney for the County Attorney's Office on a rotational basis as set forth in the County Attorney's On-Call Schedule. On-call responsibilities shall begin at 8:00 a.m. on each day scheduled and continue until 8:00 a.m. the following day. The County Attorney's Office shall rotate each employee to be on-call no more than seven days per month without the employee's consent.

Compensation for on-call duty shall be \$65.00 per day Monday through Thursday for every workday an employee is on-call and \$75.00 per day on Friday, Saturday, Sunday and any designated County Holiday. Compensation is payable in accordance with the County's regular payroll cycle. It is the responsibility of each employee to inform the office time clock clerk of the days worked on call to be entered into the Kronos system. This compensation is the exclusive compensation to be paid for on-call duty and an employee shall not earn any other type of pay or compensatory time while on-call regardless of the amount of time actually worked. Employees may exchange days of on-call status with the approval of both employees and the County Attorney or his designee.

The designated on-call employee shall retain possession of the County Attorney's Office on-call phone and ensure the phone is available at all times. The designated on-call employee shall remain

within a reasonable distance of the Cascade County Attorney's Office to ensure availability for calls.

Section 6. Membership Fees/Dues:

The County shall cover the cost of annual dues and/or fees for each employee's membership in the Montana Bar Association, the Cascade County Bar Association and any fees or costs associated with an employee's attendance at a CLE approved by the Cascade County Attorney.

Section 7. Travel Advances/Reimbursement:

All travel advances and reimbursement shall be in accordance with Cascade County Operations Manual paragraph 50-1.

Section 8. Parking:

The County will provide parking to covered employees at the Executive Plaza, or a similar downtown campus location, at no cost to the Association members.

ARTICLE 6 - VACATION, LEAVE OF ABSENCE, SICK LEAVE AND HOLIDAYS

Section 1. Vacation Leave:

Vacation leave shall be administered in accordance with Cascade County Operations Manual Policy 60-6 Holiday, vacation leave, sick leave, and compensatory time used will not be counted as regular hours worked for the accrual of compensatory time or overtime.

Military Leave Considered:

Military leave shall be administered in accordance with Cascade County Operations Manual Policy 60-13.

Section 2. Sick Leave:

Sick leave shall be administered in accordance with Cascade County Operations Manual Policy 60-7.

Section 3. Leave of Absence Without Pay:

Leave without pay shall be administered in accordance with Cascade County Operations Manual Policy 60-9 and 60-15.

Section 4. Holidays:

Holidays shall be observed, and holiday pay shall be administered in accordance with Cascade County Operation Manual Policy 50-5.

ARTICLE 7 - HEALTH AND MAJOR MEDICAL INSURANCE

This agreement shall incorporate the health and major medical insurance policy of the Cascade County Personnel Policy Manual.

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1.

For the purposes of this grievance procedure, a grievance shall mean any alleged violation, misinterpretation or misapplication of any provisions of this agreement. The term "days" herein shall mean working days. The grievance procedure shall apply to non-probationary employees only.

For the purposes of the formal grievance procedure, the Association will represent the employee(s) throughout the grievance steps. Correspondence will be directed to the Association with copies to the employee.

The Association shall not be required to press employee grievances if, in the Association's opinion, such lack merit. With respect to the processing, disposition, and/or settlement of any grievance, including hearings and final decisions of arbitrators, the Association shall be the exclusive representative of the employee(s) covered.

Section 2.

For the purposes of this grievance procedure, the employee and/or the steward shall first attempt to informally settle the problem with the employee's immediate supervisor.

Failure of the grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The County's failure to issue a response within the time limits shall permit the Association to proceed to the next step. The time limits may be extended by written mutual agreement between the parties.

To the extent allowed by law, all hearings on grievance appeals shall be closed to the public.

The parties hereby agree that informal discussion is encouraged; however, if through informal discussion an employee's grievance is not resolved, the employee may seek relief by following the steps below in sequence shown.

Step 1: If an employee feels aggrieved and wishes to file a formal grievance, the Association shall state his grievance in writing within fifteen days of the origin of the problem and/or when the employee should have been reasonably aware of the problem, whichever is later; and shall submit the statement to the County Attorney. This statement shall contain the following:

- 1) The employee's name;
- 2) Position title;
- 3) Department;
- 4) A statement of the nature of the grievance;
- 5) A proposed solution to the grievance;

- 6) The employee's signature; and
- 7) The date the statement was signed by the employee.

The County Attorney shall have ten days to respond to the grievant in writing.

Step 2: If the Association is not satisfied with the disposition of the grievance at Step 1, the grievance may, within five days be submitted to the Board of County Commissioners or their designee. The Board of County Commissioners or their designee shall respond in writing to the grievant within ten days.

Step 3: If the grievance is not resolved in Step 2, the grievance may be presented in writing to the Board of County Commissioners or their designee within ten days with a request to convene a Grievance Panel consisting of four members, two selected by the Association (one of whom is not a party to the grievance or been involved in processing the grievance) and two selected by the County with the same conditions applying as for the Association's selected panelists. The Panel will convene within thirty days of receipt of request for the Grievance Panel to consider the grievance. Should the panel reach a majority decision on the issue, the panel will issue a decision and that decision shall be binding to the extent allowable by law on all parties involved in the grievance.

Step 4. If the grievance is not resolved at Step 3, the Association shall, within fifteen working days of receipt of such decision, notify the Human Resource Director of its decision to take the grievance to final and binding arbitration.

RULES OF GRIEVANCE PROCESSING

1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step.
2. A grievance not filed or advanced by the grievant within the time limit provided shall be deemed permanently withdrawn as having been settled based on the decision most recently received. Failure on the part of the Employer's representative to answer within the time limits shall entitle the employee to the next step.
3. An appointed authority may replace any titled position in the grievance procedure provided that such appointment has full authority to act in the capacity of the person being replaced.
4. When the grievance is presented in writing there shall be set forth all of the following:
 - A. A complete statement of the grievance and facts upon which it is based.
 - B. The rights of the individual claimed to have been violated and remedy or correction requested.

RULES OF ARBITRATION

1. Within ten working days of receipt of the Association's notice of its intent to arbitrate a grievance, the parties shall call upon the Board of Personnel Appeals for a list of five potential arbitrators.

2. Each party shall be entitled to strike names from the list in alternate order and the name so remaining shall be the arbitrator. The arbitrator shall render a decision within twenty working days of the hearing and that decision shall be final and binding.
3. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the cost.
4. The arbitrator may not add to, subtract from or modify the terms of this Agreement.
5. In the event the arbitrator charges a fee(s) for canceling an arbitration hearing, the party requesting the cancellation is responsible for payment.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

Section 1. Records and Warnings:

All disciplinary actions shall be reduced to writing, addressed to the employee with a copy to the Association. No disciplinary action shall be deemed proper under the terms of the Labor Agreement, unless notice is given within twenty working days of the incident and/or first knowledge, whichever is later.

No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature of the employee indicating that the employee has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee and, upon request, to the Association. For the purposes of this section, letters of counseling or warning, verbal and written reprimands shall not be deemed serious discipline; and suspensions and dismissal are deemed serious discipline.

An employee may request to have non-serious disciplinary records purged from his personnel file after twelve months, if no other disciplinary action has occurred within that period and such request shall be granted absent a showing of good cause.

Disciplinary letters of suspension shall remain in the employee's personnel file for a minimum period of two years. If the employee has received no further disciplinary actions within the two-year period, the employee may request removal of the serious disciplinary document and such request shall be granted absent a showing of good cause.

Disciplinary letters of dismissal or discharge shall be considered permanent contents of the personnel file of an employee.

Prior to any formal discipline, censure, disciplinary proceeding, including assignment to leave with pay, the Employer shall inform the Employee of the reasons for the action, in writing. If the Employer intends to discuss the issue with the Employee or ask the Employee to respond to the issue, the Employee has the right to have an Association delegate from outside the work place present.

Section 2. Serious Misconduct:

A) Each of the following actions is considered serious misconduct, is strictly forbidden, and may constitute good cause for discharge by the Employer:

- 1) Solicitation or acceptance of bribery by an Employee;
- 2) Any harassment, intimidation or abusive use of profanity addressed to any victim, juror, witness, or member of the judiciary associated with any case which is under the jurisdiction of the Cascade County Attorney;
- 3) Falsification, fraudulent misrepresentation, or tampering with case evidence or County time and attendance records;
- 4) Violation of ethics standards set by the Montana Bar Association as determined by the Montana Supreme Court;
- 5) Falsification of material information on the employment application;
- 6) Willful or wanton malicious damage or destruction of Employer's property;
- 7) Any type of unprovoked physical assault during the course of employment, unless the action is taken as a means of self-defense from the physical attack of another individual;
- 8) Gross insubordination (refusal to carry out legally valid directives from a supervisor).
- 9) Any harassment intimidation, or abusive use of profanity addressed to any County employee.
- 10) All other conduct set forth in the County Operations Manual paragraph 30.8.D.

B) Each of the following actions is also considered serious misconduct, is strictly forbidden, and shall constitute good cause for summary discharge (meaning Section 3 below is inapplicable with respect to the following actions) by the Employer:

- 1) Conviction of a felony; or
- 2) Disbarment;

Section 3. Right to Pre-termination Hearing:

After completion of an investigation of allegations of an employee's serious misconduct (except for the actions enumerated in Section 2(8) above), the County Attorney will review the investigation and findings and within five working days shall make a decision and have an informal hearing with the accused employee advising the employee that:

- 1) The allegations are not sustained by the investigation and the matter is closed; or
- 2) The allegations are sustained by the investigation. The County Attorney will then:
 - a) Provide the employee notice of all charges and the right to Association representation, and present evidence to support the charges;

- b) Activate the County Attorney Hearing Board (made up of the Civil Division Supervisor or the County Attorney, the Human Resource Director and an Association member selected by the employee);
- c) Allow the employee an opportunity to respond to the charges before the Hearing Board; and
- d) Impose disciplinary action consistent with the majority opinion of the Hearing Board.

Section 4. No Strike/No Lockout:

It is mutually agreed that there shall be no strikes, lockouts or cessations of work by either party on account of labor difficulties during the life of this Agreement. Both parties pledge to overcome any such situation. It shall not be a violation of this Agreement and it shall not be cause for disciplinary action in the event an employee refuses to go through or work behind any picket line, including a picket line at the Employer's place of business.

Section 5. Severability:

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

Negotiations will be opened at any time that a change in law or an official act by persons or bodies other than the parties hereto nullifies any of the terms of this contract. Negotiations at this time will be confined to the particular matter affected.

Section 6. Administration of the Contract:

Both parties retain all remedies provided to them by law, however, it is agreed that before either of the parties make use of these remedies, they will make a concerted effort to settle the matter through such procedures as provided for by this contract or mutual agreement of the parties.

It is understood and agreed by the parties that any claim by an employee, the exclusive representative or the Employer which constitutes an unfair practice allegation as defined by Montana Code Annotated § 39-31-401 or 402, of the Montana Public Employees Bargaining Law, as amended, shall not be subject to the grievance procedure provided in this Agreement, notwithstanding reference to any such matters in this Agreement, but the exclusive remedy shall be to file such charges with the Board of Personnel Appeals as provided by Title 39, Chapter 31, Montana Code Annotated of the Montana Public Employees Collective Bargaining Law, as amended, since jurisdiction for the determination and enforcement of unfair practices is vested in the Board of Personnel Appeals by the Montana Public Employees Collective Bargaining Law, as amended.

Section 7. Layoff and Recall:

1. A layoff shall be defined as a loss of employment due to a reduction in staff, or the loss of employment due to the elimination of an employee's position. In the event of a layoff, the following shall be applicable:

- a. The Association recognizes the right of the County Attorney to determine the criteria for when the operational and personnel cuts may be needed to be made.
- b. Any layoffs shall be in order of inverse seniority; last hired shall be the first laid-off. Seniority for the purposes of layoff shall be the total amount of continuous employment by the County in the position of Deputy Cascade County Attorney. Probationary employees are not considered part of any layoff; they must be terminated prior to the layoff of any post-probationary employee.
- c. Employees laid off by the County shall be eligible for recall for a period of twenty-four months following layoff. Upon rehire, an employee shall have all of his/her previously earned seniority with the County restored.

Section 8. Representation and Indemnification:

1. The Employer will provide representation to an employee responding to disciplinary proceedings commenced by the Montana State Bar when the conduct which is the subject of the complaint arose in the course and scope of an Employee's duties. This requirement continues after the employee leaves employment for any acts taken during the time of employment.
2. The Employer will pay any sanctions or fines levied by a Court or administrative body against an employee for acts or omissions committed by the Employee during the course and scope of an Employee's duties. This requirement continues after the employee leaves employment for any acts taken during the time of employment.
3. The Employer will indemnify and defend an employee from liability that arises out of the Employee's performance within the course and scope of an Employee's duties. This requirement continues after the employee leaves employment for any acts taken during the time of employment.

ARTICLE 10 - DURATION OF AGREEMENT

Section 1. Term and Reopening Negotiations:

This Agreement shall be effective from July 1, 2023, through June 30, 2025.

The Agreement shall be renewed automatically on the termination date for an additional year in the form in which it has been written and amended or supplemented during its life unless one party gives written notice to the other party at least ninety, but not more than one hundred and twenty days prior to the termination date of its intent to renegotiate some or all of the terms contained therein or to negotiate new terms into the Agreement.

Section 2. Effect of Entire Agreement:

It is mutually agreed that this contract sets forth the complete and entire agreement between the Employer and the Association and that during the course of collective bargaining each party had the unlimited right to offer, discuss, accept or reject proposals therefore, for the term of this contract no further collective bargaining shall be had upon any provision of the Agreement nor upon any proposal which was offered and discussed but was not made a part of this Agreement.

IN WITNESS WHEREOF, the parties set their hands and seals this 12 day of December 2023.

BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY



Rae Grulkowski, Chair





James L. Larson, Commissioner



Joe Briggs, Commissioner

ATTEST:

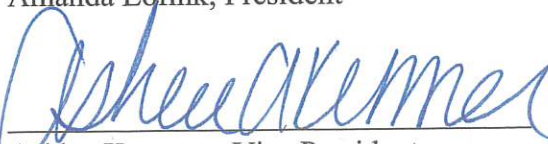
 by 

Sandra Merchant
Cascade County Clerk and Recorder

DEPUTY CASCADE COUNTY ATTORNEYS' ASSOCIATION




Amanda Lofink, President



Ashlee Kummer, Vice President

* APPROVED AS TO FORM:
Josh Racki, County Attorney


DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

EXHIBIT 1

Attorney Salaries

Effective July 1, 2023. – Base Salary shall increase by \$24,581.94. This amount includes COLA of MACO CPI.

Effective July 1, 2024. – Base Salary shall increase a minimum of 1% or MACO CPI not to exceed 3.5%.

Attorneys' pay will be calculated by adding the Base Salary each year and the longevity steps to which the attorney is entitled. By way of an example, an attorney who has four years of experience on July 1, 2023, would be in the 4 to 5 years of experience and shall receive \$7250 longevity pay plus the 2023-2024 Base Salary as calculated in the table set forth in Exhibit 1 that follows.

EXHIBIT 1

2023-2024	Longevity Scale	Base Pay Increase
		24,581.94
0-1	\$0.0000	\$89,522.87
1-2	\$1,750.00	\$91,272.87
2-3	\$3,500.00	\$93,022.87
3-4	\$5,250.00	\$94,772.87
4-5	\$7,250.00	\$96,772.87
5-6	\$9,250.00	\$98,772.87
6-7	\$11,250.00	\$100,772.87
7-8	\$13,500.00	\$103,022.87
8-9	\$15,500.00	\$105,022.87
9-10	\$17,500.00	\$107,022.87
10-11	\$19,500.00	\$109,022.87
11-12	\$21,500.00	\$111,022.87
12-13	\$23,500.00	\$113,022.87
13-14	\$25,500.00	\$115,022.87
14-15	\$26,250.00	\$115,772.87
15-16	\$27,000.00	\$116,522.87
16-17	\$27,750.00	\$117,272.87
17-18	\$28,500.00	\$118,022.87
18-19	\$29,250.00	\$118,772.87
19-20	\$30,000.00	\$119,522.87
20-21	\$30,500.00	\$120,022.87
21-22	\$31,000.00	\$120,522.87
22-23	\$31,500.00	\$121,022.87

23-24	\$32,000.00	\$121,522.87
24-25	\$32,500.00	\$122,022.87
25-26	\$33,000.00	\$122,522.87
26-27	\$33,500.00	\$123,022.87
27-28	\$34,000.00	\$123,522.87
28-29	\$34,500.00	\$124,022.87
29-30	\$35,000.00	\$124,522.87
30-30 +	\$35,500.00	\$125,022.87

No additional longevity after 30 years. This longevity schedule reflects what is provided for in statute and goes above and beyond those figures.

*Years of service calculated by determining whether probationary period has been passed by end of FY in which hired. For previous experience as a prosecuting attorney an employee hired as a criminal deputy shall be entitled to 1:1 credit. For previous experience as a non-prosecuting attorney an employee hired as a criminal deputy shall be entitled to 3:1 credit.

For civil positions, new employees shall be entitled to 1:1 credit for civil law practice experience. Experience credits shall be calculated at the time of the employee's initial hire.

Once hired internal transfers from the Civil Division to the Criminal Division, and vice-versa, shall have no effect on the employee's credited experience if the employee has worked for the County Attorney's Office for at least two consecutive years prior to the transfer. If the employee has worked for the Cascade County Attorney's Office for less than two years and is transferred to a different Division the employee's experience credit shall be recalculated as set forth for a new hire. Regardless of which Division an employee is assigned to, he/she shall always receive 1:1 credit for time spent as an employee of the Cascade County Attorney's Office.

No employee hired after October 15, 2012, shall be entitled to an experience credit of more than 8 years.

***In the event a new hire has previous part time experience, he or she shall be credited one year of experience for every 2,080 hours worked.

Implementation Agreement Exhibit 2

The purpose of this Implementation is to reduce to writing the principles of Longevity Scale attached as Exhibit 1 to the Labor Agreement between the County and the Association.

1. As of July 1, 2023, post-probationary employees covered under this Agreement will move laterally to the new year's Base Salary and will also advance one year of service on the longevity scale.
2. Any deputy county attorney who maintains a private practice, in accordance with Montana Code Annotated §7-4-2704, shall not be eligible to make any more than 70% of the County Attorney. This cap is in place regardless of eligibility for placement on the salary and longevity scale contained in Exhibit 1. If a deputy county attorney ceases to maintain a private practice their salary will immediately be increased to the salary for their proper placement on salary and longevity scale contained in Exhibit 1.
3. All placements on the longevity scale shall be made in accordance with the guidelines set forth above. As of July 1, each year this Agreement shall remain in effect, the Association shall provide to the Human Resources Office a list of the attorney members of the Association and their respective years of service to ensure the attorney's members are accurately placed on the longevity scale.
4. For purposes of calculation of compensation and retroactive pay to July 1, 2023, the Association and the County acknowledge that the County has already increased the salaries of the Association members by \$10,000.00 per year effective July 1, 2023, through the present date. The Association and the County agree that the remaining increase to the base pay of \$14,581.94 which includes the MACO CPI, and the longevity steps for each employee which were not implemented on July 1, 2023, shall be due and payable to the Association member and included in their first check for 2024 which is January 12, 2024. The parties agree that the employees of the Association have different salary steps and some are new hires who have not worked for the entire period between July 1, 2023, and December 31, 2023, and new hires will receive retroactive pay on a prorated basis based upon their hire date. The parties further agree that retroactive pay shall be prorated for any Association member who separates employment prior to January 6, 2024, and shall be reduced in an equal amount to any time that an Association member is in a leave without pay status.

**MEMORANDUM OF AGREEMENT BETWEEN
CASCADE COUNTY, MONTANA
AND THE
CASCADE COUNTY DEPUTY COUNTY ATTORNEY'S ASSOCIATION**

This Memorandum of Agreement (MOA) is entered into by and between Cascade County (County) and the Cascade County Deputy County Attorney's Association (Association) this 8th day of August, 2023, given the passage of the County Public Safety Levy in November of 2022, by the constituents of Cascade County, and the fiscal implications thereof, the County and Association are entering into this Memorandum of Agreement (MOA).

The parties agree as follows:

As a show of good faith, the County will place \$10,000.00 on the base salary as shown below. This MOA is not and will not be considered, final settlement of any provisions of the bargained agreement.

This MOA shall take effect immediately upon the signature of both parties below, with all increases in salary retroactive to July 1, 2023.

These payments are considered a form of salary and as such, are subject to all withholdings.

This MOA is subject to the grievance and arbitration articles of the Collective Bargaining Agreement (CBA) between the County and Association.

This Agreement shall not be used as precedent or cited as a past practice by either the County or the Association in any proceeding whatsoever except to enforce the terms of this MOA.

Pursuant to this MOA, as of the effective date hereof and retroactive as provided herein, Exhibit A-1 shall be amended and modified as follows:

Years of Experience	Salary Increase
0-1	\$74,940.93
1-2	\$76,690.93
2-3	\$78,440.93
3-4	\$80,190.93
4-5	\$82,190.93
5-6	\$84,190.93
6-7	\$86,190.93
7-8	\$88,440.93
8-9	\$90,440.93
9-10	\$92,440.93
10-11	\$94,440.93

11-12	\$96,440.93
12-13	\$98,440.93
13-14	\$100,440.93
14-15	\$101,190.93
15-16	\$101,940.93
16-17	\$102,690.93
17-18	\$103,440.93
18-19	\$104,190.93
19-20	\$104,940.93
20-21	\$105,440.93
21-22	\$105,940.93
22-23	\$106,440.93
23-24	\$106,940.93
24-25	\$107,440.93
25-26	\$107,940.93
26-27	\$108,440.93
27-28	\$108,940.93
28-29	\$109,440.93
29-30	\$109,940.93
30+	\$110,440.93

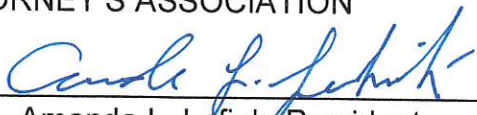
This MOA shall be attached to the CBA and is incorporated into the CBA by reference.

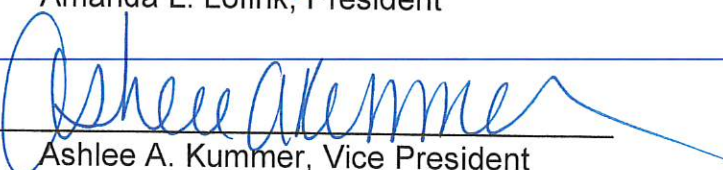
Any term or provision of the CBA not specifically amended or modified by this MOA shall remain in full force and effect for the duration of the term of the CBA.

This MOA may be signed in counterparts and a facsimile signature shall be deemed an original for all purposes.

IN WITNESS THEREOF, the parties hereto acting by and through their respective and duly authorized officers or representative, have hereto set their hands and seals on the day and year first above.

CASCADE COUNTY DEPUTY COUNTY
ATTORNEY'S ASSOCIATION

By 
Amanda L. Lofink, President

By 
Ashlee A. Kummer, Vice President

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY

By Rae Grulkowski
Rae Grulkowski, Chair


By James L. Larson
James L. Larson, Commissioner

By Joe Briggs
Joe Briggs, Commissioner

Attest

On this 8th day of August, 2023, I hereby attest the above written signatures of the Board of Cascade County Commissioners.

Sandra Merchant
by Deputy Clerk
Sandra Merchant
Cascade County Clerk and Recorder



* APPROVED AS TO FORM:

Josh Racki, County Attorney

Carlyne Wright
DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL FROM THEIR OWN RESPECTIVE COUNSEL.