



# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**BEAVERHEAD COUNTY**

**AND**

**MFPE BEAVERHEAD COUNTY SHERIFF'S DEPUTY  
ASSOCIATION**

**August 19, 2024 – June 30, 2025**

**AGREEMENT  
BETWEEN  
BEAVERHEAD COUNTY  
&  
MFPE BEAVERHEAD COUNTY SHERIFF'S DEPUTY ASSOCIATION**

**July 1, 2024 – June 30, 2025**

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**AGREEMENT  
BETWEEN  
BEAVERHEAD COUNTY  
&  
MFPE BEAVERHEAD COUNTY SHERIFF'S DEPUTY ASSOCIATION**

**August 19, 2024 – June 30, 2025**

THIS AGREEMENT is made and entered into by and between Beaverhead COUNTY, Dillon, Montana, hereinafter referred to as the COUNTY, and MFPE BEAVERHEAD COUNTY SHERIFF'S DEPUTY ASSOCIATION, hereinafter referred to as the UNION, representing Beaverhead County Sheriff's Deputies and Sergeants, and shall constitute a binding agreement upon the COUNTY and the UNION.

**DEFINITIONS**

For the purpose of this Agreement the following definitions shall apply:

**Section 1. Anniversary Date:**

The anniversary Date is the day of the month on which an employee is hired. This date shall be utilized in computing all benefits.

**Section 2. Work Areas:**

Work Areas will be designated as Dillon Area; Lima Area; and Big Hole Area.

**Section 3. Board, County, or Employer:**

The terms "BOARD," "COUNTY," or "EMPLOYER" shall mean Beaverhead County, its Board of Commissioners or its officials and representative(s) as designated by the Board of Commissioners.

**Sections 4. Employee:**

The term "Employee" or "Employees" as used herein shall mean a member of the appropriate unit as defined in this Agreement.

**Section 5. Permanent Employee:**

The term "Permanent Employee" shall mean an employee who is assigned to a position designated as permanent.

**Section 6. Full-Time Employee:**

The term "Full-Time Employee" shall mean an employee who normally works 2080 hours per year

**Section 9. Union:**

The term "UNION" as used herein shall mean the MFPE, its officers, agents or representatives as designates by the Field Consultant

**ARTICLE I**  
**RECOGNITION OF EXCLUSIVE REPRESENTATION**

The COUNTY recognizes the UNION as the sole and exclusive bargaining agent for all sworn Deputies and Sergeants of Beaverhead County excluding the Sheriff, Undersheriff, short-term and confidential employees, and all others exempt by state statute.

**Article II**  
**PURPOSE**

The purposes of this Agreement are to promote and improve the relations between the COUNTY, its employees, and the UNION, to establish a formal understanding relative to all conditions of employment and to provide the means of amicable and equitable adjustments of any and all differences or grievances, which may arise.

**ARTICLE III**  
**Union Security**

**A. Union Membership:**

All employees are covered by this Agreement and application for membership in the Union shall be in accordance with state and federal law. A Union member will pay to the Union an amount equal to the initiation fee and monthly costs of planning, negotiating, and administering the Agreement and of protecting and promoting their interests. The Employer will remain neutral on all Union Business and will direct all questions about the Union membership to the Union. Designated union representatives and their local affiliates shall receive ample opportunity to provide membership information to union represented positions during the employee onboarding process.

It is understood that it is the duty of the shop steward to inform the Union of new hires.

**B. Dues Assignment:**

The County agrees to deduct dues and initiation fees from employees who sign up for membership into the Union as specified in amount by the Union.

The aggregate deduction will be remitted, together with an itemized list of individual employee names, contributions, and addresses of record, to the Treasurer of the UNION

within (10) working days from the date of payroll distribution. The list will also include the names of new hires and/or terminations.

**C. Indemnification**

The UNION will defend and hold harmless the COUNTY, the County Commissioners, and all other County employees against any lawsuit alleging improper execution or application of UNION dues or fees.

**ARTICLE IV  
PROTECTION FOR UNION ACTIVITIES**

- A. The COUNTY agrees not to discriminate against any employee or group of employees with respect to their lawful participation in UNION activities as outlines in the Montana Collective Bargaining Act for Public Employees. (Chapter 31 MCA)
- B. No employee shall suffer a reduction in wages, working conditions, or change in classification previously enjoyed, which are greater than those contained herein, because of the adoption of this schedule, nor shall an employee be penalized in any manner for any union activity.

**ARTICLE V  
NON-DISCRIMINATION**

It is the policy of the COUNTY and the UNION to ensure that all employees and all applicants for employment are treated equally without regard to their race, color, religion, national origin, age, marital status, ancestry, political beliefs, physical or mental handicap, or sex unless and/or physical or mental handicap relates to a bona fide occupational requirement. Such action to implement this policy shall include: employment, promotion, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including on-the-job training.

## **ARTICLE VI MANAGEMENT RIGHTS**

- A. The COUNTY shall have the right to operate its affairs in such areas, but not limited to:
1. Direct the work of employees
  2. Hire, promote, transfer, assign, and retain employees
  3. Relieve employees from duties because of the lack of work or funds under conditions where continuation of such work is inefficient and nonproductive
  4. Maintain the efficiency of COUNTY operations
  5. Determine the methods, means, job classification, and personnel by which the COUNTY'S operations are to be conducted
  6. Take whatever actions may be necessary to carry out the missions of the COUNTY in situations of emergency
  7. Establish the methods and processes by which work is preformed including the utilization of advancements in technology

## **ARTICLE VII WORKING CONDITIONS**

1. Due to the nature of Law Enforcement work, it is necessary that the Beaverhead County Sheriff's Office establish and maintain payroll policies for all sworn officers, working within the office, separate from the payroll policies that affect all other County employees. This would include all full-time deputies, special deputies, and all reserve deputies.

### **1. Deputy Sheriff**



a. **Job Description:**

- i. Accountable to: Sheriff, Undersheriff, or Sergeant
- ii. Summary of Work: Protects and serves the public by providing emergency assistance, law enforcement, crime prevention, and education for public awareness.

b. Job Characteristics

- i. Nature of Work: This position performs moderately complex duties as a deputy and requires self-supervision as the position requires working mainly alone. Requires good physical health and stamina. Hazards may arise in connection with arrest and pursuit of dangerous people. May work in adverse weather conditions. Deals with sensitive information and adheres to standards of confidentiality.

- ii. Personal Contacts: Daily contact with the public.

- iii. Supervision Received: Minimal supervision on an as needed basis from the Sheriff, Undersheriff, and Sergeant.

- iv. Essential Functions: As Deputy Sheriff, position requires ability to communicate orally and in writing, review and record information, instruct, exercise good judgement, understand and apply laws, operate firearms, drive motor vehicles, pursue suspects on foot, climb, physicals restrain individuals, capture animals, and visually inspect premises.

- v. Areas of Job Accountability and Performance: Preserves the peace; arrests and takes before the magistrate persons who commit a public offense; performs duties as animals control officer; attends court for prisoners incarcerated; provides for court room security; assists with emergency situations in the jail (a sworn full-time deputy shall not be utilized as a replacement for a detention officer); serves all civil and criminal process notices; assists in search and rescue operations; assists other law enforcement agencies; assists the public; investigates crime scene and criminal

activity; collects evidence relating to criminal activity; documents officer activity on a daily basis, patrols city, county and state roads; assists with traffic control; patrols areas not receiving regular activity; performs other related duties as required.

**c. Job Requirements:**

- i. Knowledge: This position requires knowledge of criminal and traffic laws, emergency medical responses, radio procedures, law enforcement, firearms safety, and the area.
- ii. Skills: This position requires skills in first aid, investigation, driving a vehicle under stress, use of firearms, self-defense procedures, and collecting evidence in a proper manner.
- iii. Abilities: This position requires the ability to: work well with people; think quickly; have common sense; make decisions in stressful situations; remain calm and in control during verbal or physical assaults; work in adverse weather; have correctable eyesight; be available to work night shift; communicate effectively orally in writing; follow verbal and written instructions; adhere to standards of confidentiality and integrity; establish effective working relationships with fellow employees, supervisors, and the public.

**2. Definition of Resident Deputies:**

For the purposes of this policy, Resident deputies are defined as any full-time officer specifically hired and assigned to work in the Lima area or in the Big Hole Valley. Deputies hired by the Beaverhead County Sheriff's Office for a specific work area (Dillon, Lima, Big Hole) shall not be permanently reassigned to a different work area except by their request, subject to the approval of the Sheriff.

This does not preclude the fact that a deputy is responsible to service the entire County and may be temporarily assigned to work in another area due to the needs of the Sheriff's Office.

**3. Sergeant Job Description:**

In addition to performing the duties of a Deputy Sheriff, the sergeant shall supervise and assist deputies in the performance of their duties.

**2. Work Day/Work Week**

Ten (10) hours shall constitute a work day, and forty (40) hours, Sunday-Saturday shall constitute a work week. Deputies have the option at any point to change this if it is agreed upon to change to a twelve (12) hour shift rotation.

**ARTICLE VIII  
COMPENSATION**

**A. Salary and Longevity**

a. Salary

See Addendum A

b. Longevity

All longevity calculations and increases are based on the Employee's employment anniversary date. All Deputies shall receive a 1% increase on their salary, pursuant to state statute (**MCA 7-4-2510**), for each year of service. All longevity calculations and pay shall be added to the base salary for all payroll purposes, including; holiday pay, overtime rate, and call out rate. Longevity shall no longer be added separately to time card, instead shall be added to base pay.

**B. Overtime**

All sworn officers required to work overtime (excess of ten (10) hours in any one day, and/or forty (40) hours in any one week) and eligible to receive overtime compensation, shall be paid at the rate of one and one-half times their current hourly rate for time worked in the following categories:

a. Call Out

When off-duty officers are requested to report for duty, request must be approved by a supervisor. In cases of all call-outs, the officer will be paid a minimum of three hours overtime compensation per call-out. **Call-out time will be hours engaged in work outside of one's residence.** Overtime accumulated beyond the three-hour minimum will be added, per incident, at a rate of one and one-half times the officer's current hourly rate. The time worked on a call-out shall not be used to shorten an Employee's regular shift unless mutually agreed upon by the employee and a supervisor at the request of the employee.

**b. On Call**

When an employee is assigned to be on-call, the employee will be paid \$4.00 for each hour the employee was on call. On call pay stops when call-out time goes into effect in the event of a call-out. On call time does not count toward years of service for longevity pay. **On call pay stops when call-out time goes into effect in the event of a call-out. On call time does not count towards years of service for longevity.**

**c. Extended Shift**

When officers are required to continue to work beyond the hours regularly scheduled. Extending a shift beyond regularly scheduled hours must be approved by a supervisor. Overtime accumulated in this category will be according to actual hours worked beyond the regular shift hours. Exception – Resident Deputies (resident deputies have the option of flexible hours and do not automatically require overtime be paid when extending shifts beyond the hours regularly scheduled).

**C. Holiday Pay**

All officers scheduled to work and required to work on a holiday recognized by Beaverhead County according to Article X, shall be paid at a rate of one and one half (1.5) times their current hourly rate for the total hours worked, per holiday and an additional ten (10) hours of holiday pay. Officers who are not scheduled to work and do not work will receive ten (10) hours of holiday pay.

**D. Special Events**

It is understood that certain entities in Beaverhead County occasionally request the Beaverhead County Sheriff to provide officers to fulfill duties relating to security work for special events, it is understood that sworn officers are not required to fill these duty assignments. **Security work for special events will be strictly voluntary.** Therefore, any hours accumulated by full-time officer working special events will be paid at a rate of one and one-half times their current hourly rate and will be considered a call-out. All special deputies and reserve deputies working special events will be paid at their regular hourly rate for the actual hours worked.

**E. Vacation**

All sworn officers will be entitled to accumulate and utilize vacation according to the current Beaverhead County Policy in Article IX.

**F. Sick Leave**

All sworn officers will be entitled to accumulate and utilize sick leave according to the current Beaverhead County Policy in Article XI.

**G. Notification**

Whenever an employee is directed or required to depart from Beaverhead County to perform services for the COUNTY for more than one shift, he will, except in cases of emergency, be given a twelve (12) hour notice. This provision does not apply in those situations wherein a shift is merely extended.

**H. Meal and Lodging Allowances**

- a. Meal allowances shall be based on County Police. When an employee is required to work away from home and stays overnight, he shall be provided with an evening meal on the first day and thereafter shall be provided with an allowance for meals and lodging in accordance with Beaverhead County Policy.
- b. To the maximum extent possible, the COUNTY will make prior arrangements with suppliers of lodging and food so that it will not be necessary for individual employees on out-of-district assignment to pay for lodging and food. However, under some circumstances beyond the control of the COUNTY, it may not be possible to make such advance arrangements with suppliers and the employees may have to make payment themselves with subsequent reimbursement by the COUNTY. To obtain reimbursements, receipts must be provided to the COUNTY by employee. When an employee is required to work away from home and stays overnight, he shall be provided with an evening meal on the first day and thereafter shall be provided with an allowance for meals and lodging in accordance with Beaverhead County Policy.

**I. Stewards**

- a. The UNION shall appoint a working employee as a Steward. The UNION shall immediately advise the COUNTY in writing on making such appointment. The Steward shall be allowed a reasonable amount of time during the regular working hours to see that the provisions of this Agreement are observed, provided he notifies his supervisor. He shall

report all violations of this Agreement to the supervisor and to the UNION (taking no action himself to correct any violation). The Steward shall remain employed as long as there is work in a classification, he is capable of performing, providing, however, he will not replace a more senior employee. The Steward shall be given job security and shall not be discharged laid-off, or otherwise be discriminated against because of the performance of the duties of a Steward. The COUNTY shall immediately notify the UNION in the event the Steward is terminated.

- b. The COUNTY shall permit the UNION to have a bulletin board in the Sheriff's Office for the purpose of posting notices concerning the local UNION business and activities. An authorized representative of the local UNION shall sign all such notices, which shall be placed on said bulletin board.

#### **J. Visitations**

COUNTY agrees to permit visits by the Union Field Consultant to County facilities for the purpose of determining compliance with this Agreement.

#### **K. Training**

Any training required, requested, or approved by the COUNTY shall be paid for by the COUNTY and shall include all wages, testing fees, lodging, meals, and transportation for the duration of the training. Certification for the Primary Three (3) POST; Basic, Intermediate, and Advanced; upon satisfactory completion of the studies and time limits, will be compensated at the rate of Fifty Dollars (\$50.00) per month, per certification. Up to One-Hundred Fifty Dollars (\$150.00) per month. New Certifications will be recognized, and compensation paid on the first day of the next pay period after certification is submitted to finance office.

Upon satisfactory completion of any instructor level certification, Deputies shall be compensated at the rate of Forty Dollars (\$40.00) per month. Up to a total of Forty Dollars (\$40.00) per month New Certifications will be recognized, and compensation paid on the first day of the next pay period after certification is submitted to finance office.

#### **L. Past Practice**

It is understood and agreed that no employee shall suffer a reduction in wages, working conditions, or other benefits previously enjoyed because of this Agreement.

#### **M. Employee Rules, Regulations, & Policies**

- a. All existing rules, regulations, and policies of the COUNTY that are not specifically covers by this Agreement shall remain in full force and effect, provided such rules and regulations and policies are not in conflict with the terms of this Agreement. Any changes in rules, regulations, and policies shall be posted on bulletin boards for a period of ten (10) consecutive workdays before becoming effective, except in the cases of emergency requiring immediate action.
- b. The employees shall comply with all reasonable rules, regulations, and policies which are not in conflict with the terms of this Agreement, provided they are uniformly applied and enforced.
- c. Time Card and Monthly Timesheets**
  - a. Employees are responsible to accurately complete daily timecards for all activities performed while at work, vacation hours, sick leave hours, and holiday hours.
  - b. Employees are responsible to accurately complete monthly time-sheets.
- d. Punctual arrival at the work place at the designated time is required of all employees. If an employee is unable to be present at that time, the employee must contact his/her immediate supervisor before the workday begins. Failure to contact the immediate supervisor is considered unauthorized absence and may result in disciplinary action.
- e. Any unresolved complaints as to the reasonableness of any new or existing rules, regulations, and policies or their application shall be resolved through the grievance procedure.

**N. Education Incentive Pay**

The COUNTY shall pay each deputy twenty-five dollars (\$25.00) per month for any full time Deputy who holds a associates degree from any accredited College. The COUNTY shall pay each deputy fifty dollars (\$50.00) per month for any full time Deputy who holds a bachelor degree from any accredited College. The COUNTY shall pay each deputy fifty dollars (\$75.00) per month for any full time Deputy who holds a master’s degree from any accredited College. The COUNTY shall pay each Deputy one-hundred dollars (\$100.00) per month for any full time Deputy who holds a master’s degree from any accredited College

**ARTICLE IX  
VACATIONS**

- A. Each full-time employee of the COUNTY is entitled to an shall earn annual vacation leave credits from the first full day of employment. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. Employees shall not be entitled to use vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.
  
- B. Vacation leave credits are earned at a monthly rate calculated according to the following schedule:

<b>Years of Employment</b>	<b>Vacation Days Annually</b>	<b>Accrued Monthly</b>
1 full pay period through 10 years	15	1.25
Over 10 years through 25 years	18	1.50
Over 15 years through 20 years	21	1.75
Over 20 years	24	2.00

*For calculating vacation leave credits, two thousand eighty (2080) hours, (52 weeks x 40 hours) shall equal one (1) year.*



- C. Permanent part-time employees are entitled to prorate annual vacation benefits if they have regularly scheduled work assignments and normally work at least twenty (20) hours each week of the pay period and have worked the qualifying period.
- D. Employees shall not accrue vacation leave credits while on leave of absence without pay.
- E. Annual vacation leave may accumulate to a total but not exceed two (2) times the maximum number of days earned annually, but annual leave time in excess of the maximum is not forfeited if it is taken within ninety (90) days from the last day of the calendar year in which the excess was accrued.
- F. Any employee who is terminated his employment with the COUNTY shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth above and in compliance with MCA 2-18-167  
  
An employee who terminates employment for a reason not reflecting discredit on the employee and who has worked the qualifying period set forth in MCA 2-18-611 is entitled upon the date of termination.
- G. The dates when an employee's annual vacation leave can be taken shall be determined by an agreement between each employee and their immediate supervisor before the leave is taken. Annual vacation leave may be used by an employee at any time provided reasonable notice is given to the COUNTY. Every *effort* will be made to schedule vacations at least thirty (30) days in advance. If there is a conflict among employees working in the same work area as to when vacation shall be taken, senior employees shall be given preference.
- H. In the event any of this vacation clause conflicts with State Law, the State Law shall apply.
- I. If an employee takes vacation while working a schedule of ten (10) hour shifts, the employee's accrued vacation will be reduced by ten (10) hours.

## **ARTICLE X HOLIDAYS**

The following are declared legal holidays as observed by the Sheriff's Office:

- |                                 |  |
|---------------------------------|--|
| 1. New Years Day                | 7. Columbus Day                              |
| 2. Martin Luther King Day       | 8. Veterans Day                              |
| 3. President's Day              | 9. Thanksgiving Day                          |
| 4. Memorial Day                 | 10. Christmas Day                            |
| 5. Independence Day<br>Election | 11. State General<br>Election                |
| 6. Labor Day                    | (Congressional, Gubernatorial, Presidential) |

## ARTICLE XI SICK LEAVE

- A. Permanent employees shall accrue sick leave at the rate of twelve (12) working days for each year of service without restriction as to the amount of sick leave, which may be accumulated. Proportionate sick leave credits shall be earned and credited at the end of each pay period. For calculating sick leave credits, two thousand (2080) hours (52 weeks x 40 hours) shall equal one (1) year.
- B. Sick leave credits are earned from the first day of employment, but employees are not entitled to take paid sick leave until they have been continuously employed for ninety (90) days. Sick leave cannot be earned while on leave without pay.
- C. In order to obtain sick leave, pay, the employee must provide notice of his illness or injury to the COUNTY as early as possible to his normal reporting hour. The employee must also present a doctor's certificate as evidence of illness upon request of the COUNTY.
- D. Any fraudulent use of sick leave will result in loss of sick leave pay and will constitute grounds for discharge and forfeiture of the lump sum payments provided for herein.
- E. Should an employee become ill during his or her vacation, the COUNTY agrees that the employee may take sick leave for the period of his or her illness in lieu of vacation leave upon the condition that a physician's written verification of the illness is provided to the COUNTY upon request.
- F. Sick leave may be utilized due to an illness or death in an employee's immediate family. In taking emergency sick leave, an employee is limited to five (5) working days. An immediate family is defined as the employee's spouse, and any member of the

employee's household or any parent, child, grandparent, grandchild, or corresponding in-law. Verification will be furnished to the COUNTY if requested.

- G. Employees may use sick leave to attend a funeral of an immediate family member, including siblings' immediate family. Employees may use one (1) day of sick leave to attend funerals for persons other than those listed above.
- H. An employee who has been unable to work due to illness or accident may be required, before being permitted to return to work, to provide to the COUNTY medical evidence that he/she is again able to perform all significant duties of the position in a competent manner without hazard to himself or others.
- I. Any holiday, which falls during a period that an employee is on sick leave, will not be charged against sick leave credits. Employees who terminate employment with the COUNTY for any reason are entitled to a lump sum payment equal to one-fourth (1/4) of the time attributed to the accumulated sick leave, based on the salary of the employee at termination.
- J. If an employee takes sick leave while working a scheduled shift, the employee's accrued sick leave will be reduced by the scheduled hours.
- K. Family and medical leave which is granted and taken pursuant to the Family Medical Leave Act of 1993 (FMLA) shall be as provided for in the Act and regulations adopted pursuant to the Act.
- L. Sheriff's Office employees are eligible to directly grant sick leave from one employee to another as stated in the Beaverhead County Personnel Manual.

## **ARTICLE XII**

### **MISCELLANEOUS LEAVE PROVISIONS**

- A. An employee who is a member of the National Guard of the State of Montana or is a member of the organized or unorganized Reserve Corps or Forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard shall be provided leave with pay for attending regular encampments and similar training programs in accordance with MCA 10-1-604

#### **B. Jury Duty**

- a. Each employee of the COUNTY who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee juror time off against his annual leave, he or she shall not be required to remit his or her juror fees to the COUNTY. In no instance is an employee required to remit to the COUNTY any expense or milage allowance paid him or her by the court.
  - b. The COUNTY may request the Court to excuse its employee from jury duty if the employee is needed for proper operation of the unit of government. The COUNTY shall issue the necessary regulations to implement this paragraph.
- C. General leave may be granted by the COUNTY upon written request specifying the time periods and purposes for the leave. Reasons for such leave would include specialized training, public office, civic activities, extended illness or death of the employee's family, or other reasons deemed appropriate by the COUNTY. Except in unusual circumstances, all requests shall be made thirty (30) days prior to the leave.

## **ARTICLE XIII INSURANCE**

- A. The COUNTY shall provide a health insurance plan as follows:
- a. Employees hired for permanent positions are eligible to join the COUNTY's group medical plan if they work 30 hours or more per week.
  - b. The COUNTY recognizes that an extended illness or injury may cause economic hardship on a family. For this reason, the COUNTY will contribute toward the cost of a permanent employee's medical insurance coverage under the COUNTY's group medical plan.
  - c. The COUNTY shall provide a health insurance plan for its employees and will continue to pay 100% of the employees' premium.
  - d. If the County Insurance Committee makes an alternative recommendation for a health insurance plan/premium, the employees will abide by the Committee's recommendation. This recommendation will be carried forward by the majority vote of the Committee. Health Insurance Coverage will be effective the first day of the month following the date of employment. Employee must make

application at the Financial Administrator's office within the first week of employment.

- e. **Beaverhead County has an annual enrollment period dating from April 1 – June 15 of each year. Changes to your policy may be made during this period, i.e., adding family members.**

Exception: The birth or adoption of a child must be registered with the Financial Administrator within 14 days after the birth or adoption. An explanation of costs and coverage are available from the Financial Administrator's Office. Coverage for dependents is available on the COUNTY's policy, but the employee will pay this portion of the premium.

- A. During the probation period, out of departmental transferees will be exempt from the waiting period to receive employee benefits. The transferred employee will be eligible to receive or continue to receive uninterrupted medical benefits of the new position during the probationary period of the new position.
  - f. It shall be the policy of the COUNTY to allow individual employees with access to alternative health insurance plans to utilize these plans for their health insurance coverage. Reimbursement for the cost of the alternative coverage will not exceed the cost of the COUNTY's health insurance coverage. The amount of reimbursement for the cost of the alternative coverage will be decided by the County Commissioners on a case-by-case basis.
- B. The COUNTY shall carry workers' compensation coverage on its employees.
  - C. The COUNTY will submit to the Sheriffs Retirement System (SRS) an employee's request to withdraw SRS funds within five (5) working days of an employee's last day of employment, if desired by the employee. The COUNTY will utilize the Sheriffs Retirement System for all employees.

## **ARTICLE XIV UNIFORMS & EQUIPMENT**

- A. The COUNTY shall furnish all equipment needed for the job including but not limited to; body armor, outer and inner carriers, required pouches/holsters, firearms, belts, cases, radios and mics, weapon mounted optics and flashlights, cold weather and rain jackets,

high visibility vests and jackets for crash scenes, gloves for daily work, stick/poke resistant gloves, winter gloves, summer and winter hats, tourniquets, trauma first aid equipment, and any other gear required to do the job safely/successfully. The COUNTY will replace items which are no longer serviceable. Upon separation, the employee will return all emblems of authority and equipment.

### **1. Ammunition**

The COUNTY will supply adequate ammunition for training with duty weapons each year. The COUNTY shall provide each Deputy 60 rounds of new pistol duty ammunition, 90 rounds of new rifle duty ammunition, and 20 rounds of new shotgun duty ammunition per year. Deputies shall return old ammunition for use in practice.

### **2. Replacement of Glasses/Watches**

The COUNTY shall reimburse the employee for reasonable costs for replacement or repair of a wristwatch and/or eyeglasses damaged or destroyed in the line of duty. The maximum allowance for this provision shall be \$60.00 for a wristwatch and reasonable replacement costs for eyeglasses.

### **3. Hepatitis "B" Shots**

Effective March 9, 2015, all deputies, will be provided Hepatitis "B" shots at County expense through the County Health Department.

### **4. Uniforms**

The COUNTY will provide 2 uniform tops and 2 uniform pants per year. The style will be at the Sheriff's discretion.

### **5. Boot/Gear Allowance**

The COUNTY shall provide each deputy with a \$400 allowance for the purchase of new boots or equipment per year. The allowance shall be paid annually no later than the 1<sup>st</sup> of September. This allowance shall be paid

regardless of proof of purchase for the equipment. This allowance shall be used by the employee for equipment for which they are personally responsible for, not gear supplied by the COUNTY.

## **ARTICLE XV HEALTH & SAFETY**

- A. It is the policy of Beaverhead County that the health, safety, and welfare of its employees are a primary concern. Accident prevention is important to both the COUNTY and its employees. All supervisors and employees have the responsibility of maintaining safe and healthful working conditions wherever work is performed.
- B. Supervisors and employees are required to exercise caution in the performance of their duties; use normal safe working practices; observe and obey safety postings and rules; use and maintain protective equipment; and to report all accidents to the **Sheriff** as soon as is reasonable possible.
- C. Both parties to this Agreement hold themselves responsible for the mutual cooperative enforcement of safety rules and regulations.
- D. Periodic safety checks shall be made on all equipment an employee operates and problems shall be reported to the employee's immediate supervisor immediately in writing.
- E. An employee shall not be required to operate a piece of equipment deemed unsafe to operate by the employee's immediate supervisor.
- F. Unsafe or abusive operation of equipment or failure to follow the COUNTY's safety guidelines, which are posted for thirty (30) days or more, will result in disciplinary action up to and including immediate discharge.
- G. All new patrol vehicles shall be pursuit capable (120MPH minimum) and shall be equipped sufficiently to allow for safe operation at high speeds. Including tires properly rated for the maximum speed of the vehicle.

## **ARTICLE XVI CHECKOFF**

The COUNTY agrees to deduct regular monthly UNION dues and fees (Refer to Article III A.) from the net amount due the employees. The dues shall be deducted the first payday of each month, provided the employee has furnished the COUNTY with an individual written authorization for such deduction. The COUNTY agrees to remit such deduction to the MFPE within ten (10) days after the first pay period of each month. Deductions shall be made during the life of this Agreement or until the employee furnishes the COUNTY with a thirty (30) day written notice directing the cancellation of the deduction.

## **ARTICLE XVII MISCELLANEOUS CONDITIONS**

- A. Employees shall be paid on a monthly basis in accordance with COUNTY policy. Paychecks shall be issues no later than the last working day of the month.
- B. Travel time shall be paid and transportation provided, during regularly scheduled shifts. In the event it is necessary for an employee to use his or her own transportation, then and in that event, said employee shall be reimbursed at the statutory rate, as provided in MCA
- C. All employees will be responsible to and take orders from the appropriate supervisory personnel in the chain of command.
- D. All documentation concerning policy change or discipline by the COUNTY shall be sent to the UNION.

## **ARTICLE XVIII JOB SECURITY**

### **A. Probationary Period**

A probationary period shall be used for the most effective adjustment of a new employee, and for the elimination of any employee whose performance does no, in the judgement of the **Sheriff**, meet the required standard of performance. If the management determines at any point during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the COUNTY. Probationary period for commissioned peace officers shall be for twelve (12) months, pursuant to Montana



Code Annotated, as a deputy.

**B. Discipline**

Management may discipline an employee in accordance with the County Policy Manual. **In all cases of suspension or termination the review committee, comprised of the designated H.H and Chair of the Board of Commissioners, shall be made aware of, and review and approve the appropriateness and necessity prior to being administered.** Management shall furnish an employee subject to discharge or suspension with a written statement of the grounds and *specific* reason(s) for such actions, and shall, in addition, notify the UNION of the action. An employee who has satisfactorily completed their probationary period may appeal their dismissal, suspension, or other disciplinary action through the grievance procedure set forth below. If after one (1) year there have been no further problems related to items of disciplinary action; the employee may request to have such items removed from their personnel file. If record of disciplinary action is removed from an employee's personnel file, it may be placed in a general departmental history file within the Human Resources department for reference in any similar circumstances in the future.

**ARTICLE XIX  
GRIEVANCE PROCEDURE**

**A. Purpose**

The parties in their mutual interest acknowledge that it is desirable for the employee and his/her supervisor to resolve grievances through free and informal communications. Nothing contained in this Agreement shall be constructed to prevent an employee from discussing a grievance with his/her supervisor and having it adjusted without intervention or representation by Union representative. (See Schedule A)

**B. Effect of Time Limits**

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

**C. Representation**

Each employee covered by this Agreement shall have the right to present grievances in accordance with the procedures contained herein with or without

representation. The decision to arbitrate will be subject to Union Bylaws and Representation Policy.

**D. Defined**

A grievance shall mean an alleged violation of any provision of this Agreement.

**E. "Days" Redefined**

The term "days" used in this Article shall mean business days, Monday through Friday, excluding weekend and holidays.

**F. Steps of Grievance Procedure**

**Step 1)** When an employee cannot resolve the complaint informally, the employee should bring the matter formally, in writing, to his/her immediate supervisor within ten (10) days of the event giving rise to the grievance, or of the time the employee could reasonably expect to have knowledge of the event. The immediate supervisor will give written response within ten (10) days. An employee covered by this agreement cannot advance a grievance to Step 2 without first having notified MFPE in writing on a form found as an addendum to this contract.

**Step 2)** If the employee is not satisfied with the immediate supervisor's response (Step 1), or the immediate supervisor fails to respond, the employee may appeal in writing to the Sheriff within ten (10) days of the decision or failure to grievance with the employee and will issue a decision in writing within ten (10) days.

**Step 3)** If the employee is not satisfied with the Step 2 response, or there is a failure to respond in Step 2, the employee may appeal in writing to the Board of County Commissioners within ten (10) days of the Step 2 decision. The Commissioners within ten (10) day of the Step 2 decision. The Board of County Commissioners may hold a hearing in the matter. A final decision will be communicated in writing to the employee within ten (10) days.

**Step 4)** If the grievance is not resolved at Step 3, the grievance may be presented in writing to the Board of County Commissioners, or their designee, within ten (10) days with a request to convene a Grievance Panel. Selection shall be in the following manner: Each party shall, within five (5) days, select two (2) members. The selected members shall within five (5) days of decision, meet with

the parties in a further effort to resolve the disputes; and submit a written summary of its decision within three (3) days after said meeting. Members of the grievance panel may not be a county employee or elected official, or relative of a county employee or elected official, and/or living with a county employee. The Grievance Panel shall have the right to fashion a remedy within the confines of this Agreement. The decision of the majority of the Grievance Panel shall be final and binding on both parties.

**Step 5)** If the Grievance Panel cannot reach a majority decision, the grievant will be permitted to have the grievance arbitrated by an impartial third party upon written request from the Union within twenty-five (25) days from the date of receipt of the Commissioner's response. Within ten (10) days from date of receipt of the submission of a written request to arbitrate, a request for a list of Arbitrators will be made to the Montana Department of Labor, Board of Appeals. Within ten (10) days of the receipt of the list, each party will alternately strike names from the list and the name remaining shall be the Arbitrator. The Arbitrator's decision will be final and binding on both the aggrieved employee and the COUNTY for the specific grievance only. The Arbitrator's fees shall be shared by the aggrieved party and the COUNTY. The Arbitrator shall have no authority to alter, amend or delete any Policy of the COUNTY or this Agreement. The Arbitrator shall be confined to the decision which is within the framework of the definition of a grievance and which is permitted to be appealed.

#### **G. Resolution Limitations**

A department head/elected official or supervisor may not resolve a grievance contrary to the County Policy Manual or resolve a grievance where no policy is defined or at a different benefit level than set by County policy. To do so, infringes on the Commissioners' ultimate authority to develop and interpret County policies and/or set levels of any or all benefits.

#### **H. Transcripts**

In the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay the cost of such transcript.

## **ARTICLE XX STRIKES & LOCK-OUTS**

MFPE agrees to the essential nature of the services provided by its members in protecting the public welfare. In recognition of this fact, MFPE agrees that there shall be no work interruptions, slowdowns, or strikes at any time. In the event of unauthorized interruptions, MFPE agrees that

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

## **ARTICLE XXI TERM OF AGREEMENT**

### **A. Duration of Agreement**

This Agreement shall be effective as of **August 19, 2024** and shall continue in full force and effect until the **30<sup>th</sup> day of June, 2025**, provided, however, that it shall renew automatically on any termination date for one (1) year in the form in which it has been written and amended or supplemented during its life unless one party gives one hundred-twenty (120) days before its current expiration date, of its intention to terminate, amend, or modify the Agreement. It is intended by the parties that a renewed agreement shall have the same effect as an original agreement between the parties.

### **B. Effect**

It is agreed by the parties to this Agreement that existing benefits and practices not specifically enumerated by and in this Agreement shall remain in effect. A past practice shall be defined as the accepted regular and reoccurring response of the parties to a given set of circumstances. For a practice to be established there must be evidence that the practice is clear, it occurs over a period of time, and constitutes a habitual response of which neither party protests.

1. Notice as required by this Article shall be given by registered mail, postage prepaid, deposited in a United State Post Office anywhere in the State of

Montana. Such notice and the service thereof shall be complete for all purposes upon mailing as herein stipulated.

2. Notice under the Article by registered mail shall be to the parties hereto at the addresses below, to wit:

To: Chairman  
Board of County Commissioners  
Beaverhead County  
2 South Pacific, Ste. #4  
Dillon, Montana 59725

To: MFPE Southwest  
Regional Service Area  
1232 East Sixth Ave  
Helena, MT 59601

- C. The provisions of this Agreement are separable to the extent that if and when an authority with competent jurisdiction adjudges any provision of this Agreement in its application between the COUNTY and the UNION to be in conflict with any law, such as decision shall not affect the validity of the remaining provisions of this Agreement. All remaining provisions shall continue in force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within 30 calendar days for the purpose of re-negotiating an agreement on the provision or provisions so invalidated.

**D. Whole Agreement**

This Agreement constitutes the full and complete Agreement between the COUNTY and the UNION as the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employees supersede any and all prior agreements, practices, rules, and/or regulations concerning terms and conditions of employment, insofar as such are inconsistent with the provisions of this Agreement.

**ARTICLE XXII  
ECONOMIC LAYOFFS**

If Beaverhead COUNTY should be forced to undergo substantial layoffs due to economic hardship and budget restraints, the Sheriff's Office shall not undergo any greater percentage of layoffs or personnel cutbacks than any other County Department.

## **ARTICLE XXIII SENIORITY**

### **A. Credits**

Seniority shall be recognized after 90 days of continuous employment, dating from the first day of service.

### **B. Layoffs**

In case of reductions in force, the last one hired shall be the first laid off, and on recalls the last one laid off shall be the first one recalled.

### **C. Re-employment**

The right of seniority in re-employment shall be according to a laid off employee for one year prior to a new employee being hired. Employees who have been recalled must comply with the following revisions:

1. Within 72 hours of recall, notify the COUNTY of their intent to return to work
2. Report within 14 calendar days of notification by the COUNTY.

Failure to comply with the above procedure will allow the COUNTY to fill the position with another person. Notification of recall shall be by certified mail sent to the last known address of said employee. The COUNTY may fill the vacancy temporary help until such time as the employee returns to their position.

### **D. Breaking of Seniority**

All seniority rights and all other rights under this Agreement shall be lost if any of the following occurs:

1. Employee quits on their own accord
2. Employee is dismissed for good cause
3. Employee does not return to work after recall
4. Employee is absent from the payroll due to layoffs, excepting illness, continuously for 12 months.

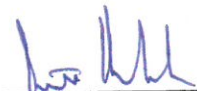
**WHEREAS**, the parties entered into a collective bargaining Agreement on July 1, 2024, which covers those employees of the COUNTY who are described in Article I of said Agreement and

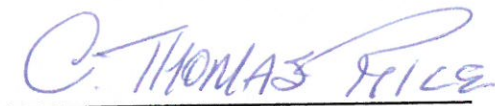
**IN WITNESS WHEREOF**, the parties have fixed their signatures.

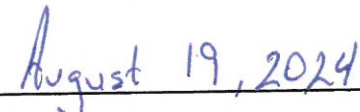
**BEAVERHEAD COUNTY BOARD  
OF COUNTY COMMISSIONERS  
2 S. PACIFIC ST., STE. #4  
DILLON, MONTANA 59725**

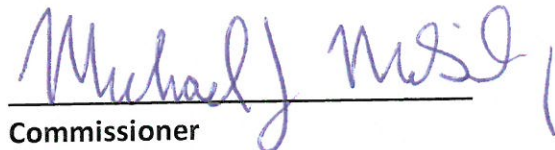
**MFPE  
Regional Service Area  
1232 East Sixth Ave.  
Helena, MT 59601**

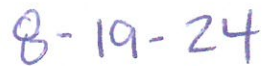
  
Chair of the Board of County  
Commissioners

  
Justin Hawkaluk  
MFPE

  
Commissioner

  
Date

  
Commissioner

  
Date

