

COLLECTIVE BARGAINING AGREEMENT

By and Between

BROADWATER COUNTY SHERIFF'S OFFICE

-and-

TEAMSTERS LOCAL UNION #2

Term: July 1, 2021, through June 30, 2024

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AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Broadwater, hereinafter referred to as the EMPLOYER and Teamsters Local Union #2, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the UNION for the purpose of promoting and improving the relations between the EMPLOYER and its employees working at the Broadwater County Sheriff's Office.

ARTICLE 1.

RECOGNITION

A. The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for all employees in the Sheriff's Office as described in the unit determination by the Montana Board of Personnel Appeals which includes all Deputy Sheriffs, Control/Dispatch Officers, Detention Officers and Office and Clerical employees. Excluded from the unit are supervisors as defined by the Act and confidential employees.

ARTICLE 2.

UNION SECURITY

All employees are covered by this Agreement, application for membership in the UNION shall be in accordance with the law, A Union member will pay to the UNION an amount equal to the initiation fee and monthly UNION dues as a contribution toward the administration of this Agreement. Question about the UNION membership will be directed to the UNION.

Dues/Fees Check off. The EMPLOYER agrees to accept and honor the completed check off authorizations allowing the EMPLOYER to withhold UNION dues and fees, on a semi-monthly basis, from the wages of the regular bargaining unit employees working for the Broadwater County Sheriff's Office. A monthly billing will be sent to the EMPLOYER by the UNION. The UNION dues/fees that are withheld from each employee shall be remitted on a monthly basis, together with a copy of the monthly billing to Teamsters Local #2.

Indemnification: The UNION hereby agrees to indemnify and hold the EMPLOYER harmless against any and all claims, demands, suits or other forms of liability, including reasonable attorney's fees and costs, which arise out of, or by reason of, action taken or not taken by the EMPLOYER or UNION in compliance with the provisions of this Article.

ARTICLE 3.

NON-DISCRIMINATION

- A. No employee shall be discharged or discriminated against by the EMPLOYER for upholding UNION principles or for legal UNION activity, so long as such activity does not interfere with the efficient operation of the Broadwater County Sheriff's Office.
- B. It is agreed that any and all conditions enjoyed by the employees prior to the date of this Agreement will not be denied to them because of the signing of this Agreement.

ARTICLE 4.

MANAGEMENT RIGHTS

Management rights retained by the EMPLOYER shall include, but not be limited to:

1. Direct employees.
2. Hire, promote, transfer, assign and retain employees.
3. Relieve employees from duties because of lack of work or funds, or under conditions where continuation of such work would be inefficient or nonproductive.
4. Maintain the efficiency of government operations.
5. Determine the methods, means, job classifications and personnel by which government operations are to be conducted.
6. Take whatever action necessary to carry out the missions of the agency in situations of emergency.
7. Establish the methods and processes by which work is performed.
8. Terms of Employment for Voluntary Termination for New Hire Deputies:
 - The following agreement for a newly hired Deputy Sheriff is that if the Deputy Sheriff is required to maintain employment with the Broadwater County Sheriff's Office for the following times:
 - POST Certified Prior Service Officers – 2 years of continuous service commitment
 - Pre-Service New Deputies (MLEA needed) 3 years of continuous service commitment
 - If the Deputy Sheriff is wishing to VOLUNTARILY TERMINATE his/her employment with the Broadwater County Sheriff's Office, they will be required to pay the County of Broadwater back for the MLEA tuition and initial clothing cost at a

pro-rated level of reimbursement, depending on the time of service provided.

9. All management of the facility and the direction of its employees are vested exclusively in the Sheriff. The EMPLOYER in accordance with such policy, MCA Codes or procedure may administer all matters not specifically and expressly covered or treated by the language of this agreement.

ARTICLE 5.

SHIFTS AND ASSIGNMENTS

- A. The EMPLOYER may use one of the following shift schedules:
 - 8 hour shifts - 5 day work week
 - 10 hour shifts - 4 day work week
 - 12 hour shifts - 3 day work week

Determination of work schedules shall be made by the Sheriff in her/his sole discretion. Changes to work schedules require mutual consent of the Employer and the Union. Consent to changes in the work schedule shall not be unreasonably withheld by either party. The Sheriff shall establish and maintain the work schedule for all employees based on a calendar month. The Sheriff shall post the work schedule no later than the 17th day of the month prior to the effective date. Employees will be required to have their request for time off in by the fourteenth (14th) of each month's effective date. The Sheriff, based on manpower needs, experience, and ability, will make shift assignments.

B. The Sheriff shall not reschedule any employee from his/her regular work shift primarily for the purpose of avoiding overtime pay. However, changes to the schedule to meet the needs of the Office will not result in the payment of overtime compensation to employees.

C. Shift changes shall not be made until the change is discussed with the employee involved. In emergency situations, when the schedule must be changed because of lack of manpower to fill shifts, then seniority will prevail and full-time employees will be given first (1st) consideration, by rotation.

D. Shift changes or days off by employees after the schedule is posted will be allowed. The employee will need to find another employee who is willing to work their shift. The employee will be required to fill out a request form for shift changes and both parties involved will need to sign the request form. It is understood that any changes of shifts will not require payment of overtime.

E. Anytime an employee performs responsibilities at a higher paid position, such employee shall receive the higher rate of pay.

F. The Sheriff shall provide training as allowed by budget and scheduling, by rotation.

G. No reserve Officer(s) shall be utilized for the purpose of depriving regular officers of his/her regularly scheduled shift, transports, or bailiffs.

ARTICLE 6.

HOURS OF WORK AND OVERTIME

A. **WORK WEEK - CONTROL/DISPATCH OFFICERS/DETENTION OFFICERS:** For the calculations of overtime, the work week is defined as starting Sunday at .001 hour and ending Saturday at 24.00 hour. The length of the Control/Dispatch/Detention officer's shift will be determined and may be changed by the Sheriff. All Control/Dispatch/Detention officers shall have at least two (2) consecutive days off, unless emergencies require them to work.

B. **WORK WEEK - DEPUTIES:** For the calculations of overtime, the work week is defined as starting Sunday at .001 hour and ending Saturday at 24.00 hour. The length of the Deputy's shift will be determined and may be changed by the Sheriff. All Deputies shall have at least two (2) consecutive days off, unless emergencies require them to work.

C. Forty hours (40) per week shall constitute a week's work. All hours worked over forty hours (40) per week shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay, including shift differential if applicable. Nothing in this Agreement shall be construed as a guarantee of a minimum number of hours.

D. Any hours worked above forty scheduled hours (40) in a workweek (Sunday-Saturday) shall be constituted as overtime. The Deputies shall be allowed two (2) fifteen minute coffee breaks and one (1) meal period not to exceed thirty minutes (30) in a standard full shift.

These can be combined as one meal period, as needed on an individual basis, provided they work the full scheduled shift.

All employees shall have at least two (2) consecutive days off, unless emergencies require them to work. At all times, including meals and breaks on their regular shift, Deputies will be responsible for handling complaints and responding to calls without any overtime involved.

E. All overtime shall be paid at the rate of time and one-half (1½). No overtime shall be paid until after 40 hours has been worked. Paid vacation, sick, and/or holiday time does not constitute hours worked when calculating hours worked and/or overtime.

F. Any full-time employee, who is called out to work outside of their normally scheduled shift shall constitute a call-out. An employee shall be compensated for a minimum of three (3) hours at time and one-half (1½) for each call-out. Time worked over three (3) hours shall also be compensated at the rate of one and one-half (1½) pay. Relief and part-time Control/Dispatch Officers shall be guaranteed three (3) hours for call-outs. All call-out hours (time) are not counted when calculating hours worked and/or overtime. Time and one-half has already been paid (or will be paid) for all call-outs regardless of how many hours worked.

G. Employees required to attend schools, meetings or court during their off-duty time will be paid the overtime rate, if over forty (40) hours has been worked during the week.

H. There will be a Head Control/Dispatch Officer who will oversee the schedule (i.e., make sure all shifts are covered, oversee the training and keep other Control/Dispatch Officers informed of new changes in the office and from CJIN/NCIC). This Control/Dispatch Officer shall receive extra compensation for this job per Schedule "A."

I. CLERICAL PERSONNEL: There will be a Records Clerk who will oversee the records that are kept in the office as well as records that go to other agencies. The Records Clerk shall receive extra compensation for this work as per Schedule "A."

ARTICLE 7.

SENIORITY/LAYOFFS

A. SENIORITY: Seniority shall prevail in preference for vacations only requested outside the open window period. Vacations requested during the open window period are on a first come first serve basis and seniority does not apply. Seniority will prevail outside the open window unless changes are mutually agreed upon between the parties involved. Seniority will prevail in preference for promotions when skill, ability and training are substantially equal.

B. There shall be a seniority list compiled and maintained by the Sheriff, which shall be posted at the office. Upon written request, the EMPLOYER shall prepare a seniority roster for the UNION representative. This list will be mailed to the UNION each time it is updated.

C. In the event of layoffs, seniority in the categories of Control/Dispatch Officer, Detention Officer, and Deputy Sheriff shall prevail where skills, training and ability are relatively equal.

Employees who are affected by layoff shall be given thirty days (30) notice, except in cases of emergency, before termination. Recall shall be in the inverse order of seniority.

D. Seniority shall start from the most recent day of hire within the Sheriff's Office. Seniority shall terminate when an employee quits, retires, is discharged or does not satisfactorily complete his probationary period or does not notify the Sheriff within two (2) weeks of his/her intention to return to work after layoff.

E. Seniority for employees working on a part-time basis shall start from the most recent date of hire within the Sheriff's Office. The resulting seniority shall then be considered the same as full time seniority for calculating leave accrual, leave application and personal day requests, call outs and shift changes, by rotation. This seniority will remain in effect and be carried forward as full-time seniority.

F. Seniority for current employees that apply and are hired in a new division within the Office, i.e., Detention or Control/Dispatch Officer applies and is hired as Deputy. The seniority as a Deputy starts when hired as a Deputy. Seniority does not carryover from previous positions to a new division position. The employee shall retain old earned seniority with the old division and does not earn additional seniority while not working in the old division. In the event the employee is laid off in the new division, that employee can use old earned seniority to bump back into the old division - not to a given position within the old division.

ARTICLE 8.

DISCHARGE/SUSPENSION/DISCIPLINARY

A. Each NON-SWORN employee shall serve a probationary period of twelve (12) months from date of hire within the Sheriff's Office as a non-sworn employee.

Each SWORN employee shall serve a probationary period of twelve (12) months from date of hire within the Sheriff's Office as a sworn employee.

During this time, the employee non-sworn and sworn may be discharged for any reason. The probationary period may be extended with reasonable cause at the discretion of the Sheriff with notification to the UNION. After successful completion of the probationary period, the employee may be discharged only for just cause. The just cause requirement will not apply in cases where employees are laid off for lack of work or lack of funds to continue the position.

B. Each position within the Sheriff's Office requires that a new probationary period be started. For instance, if an employee is hired on July 1, 2008, as a Control/Dispatch Officer and then takes a position as Deputy on December 1, that employee's probationary period starts over on the date he or she accepts the new position as Deputy.

C. When meeting with Administration for the purpose of disciplinary action, the employee will be entitled to have a representative of the UNION present. If a Shop Steward is not available, any member of the bargaining unit can take his/her place.

D. Should a permanent employee's performance be unsatisfactory or deficient, an employee may be issued a written warning specifying the employee's deficiencies. The employee may ask for a review of disciplinary material after one (1) year. The Sheriff may agree to remove the material depending upon such factors as employee actions since the material was placed in the file and the seriousness of the offense.

E. Employees will be given a copy of all items placed in their personnel file and will have the right to grieve documents which the employee thinks are incorrect and/or thinks Administration action is not justified.

F. Each employee shall be permitted to inspect his/her personnel file. The employee may designate, in writing, what other individuals may be permitted to inspect the personnel file.

ARTICLE 9.

HOLIDAYS

A. The following shall be recognized as holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
State General Election Day
Veterans' Day
Thanksgiving Day
Christmas Day

B. If under Federal or State law, a holiday is celebrated on a date stipulated by State law, then the day such holiday is celebrated pursuant to Federal or State law shall be the date of such holiday observed in the Contract.

C. Employees who are required to work on a holiday will receive regularly scheduled hours for holiday pay in addition to time and one-half (1½) pay for all scheduled hours worked on the holiday. If an employee is required to work over their regularly

scheduled hours on the holiday, they will also receive time and one-half (1½) for hours worked over their scheduled hours.

Employees who are NOT required to work on a holiday will receive regularly scheduled hours for pay at straight-time or may receive regularly scheduled hours for hours of annual leave credit for the Control/Dispatch Detention Officers, and Deputies to use at their discretion with the regular channel of approval for leave time. The payroll clerk, on the employee's pay slip, will credit annual leave credit in the pay period it falls in.

It is the employee's responsibility to show this on the time sheet when they want annual leave credit. If the employee does not designate on the time sheet that he/she is requesting annual leave credit, then the payroll clerk will automatically give regularly scheduled hours of straight-time holiday pay to the Control/Dispatch, Detention Officers and Deputies.

Permanent part-time employees, who do not work the holiday, will receive pro-rated holiday pay. * All premium days will be paid out from 12:00am to 11:59 on the date of the premium day.

D. ROTATION OF HOLIDAYS: Control/Dispatch Officers, Detention Officers and Deputies will work Thanksgiving and Christmas on a rotating basis.

To implement the time and one-half holiday day pay provided for in section C above; the Control/Dispatch Officers, Detention Officers and Deputies that work the following three holiday shifts will be paid time and one-half. The night shift starting immediately before holiday day, the holiday day morning shift and the holiday day afternoon shift. Except for call outs (Article 6, F), should an employee work more than one of the listed shifts, the employee will receive only one holiday pay and only one shift at time and one-half. Call outs will be paid one holiday pay and as directed by Article 6, F.

Rotation schedule will be maintained. It is anticipated that the schedule will be changed slightly to accommodate holiday rotation.

ARTICLE 10.

VACATIONS AND LEAVES

A. Vacations shall apply to and be in accordance and compliance with laws of the State of Montana applying to the same.

All time off requests will be asked for in writing. The Sheriff will grant time off whenever scheduling permits and any refusal for requested time off will be in writing.

B. There will be an open window period from October 1 through December 31 of prior year with the option to sign up for vacation requests. A list will be maintained and

posted in the office at the end of this time period. The vacation requests listed will have precedence over any future request until December 31 of the current year, unless changes are agreed to between the parties involved. Requested vacation cannot exceed the projected balance of vacation at the time of vacation. A limit of four (4) requests can be submitted per year per employee during the open window period.

The only exception will be rotation of holidays (Thanksgiving and Christmas), which will take precedence over the open window request.

C. MATERNITY LEAVE: The County shall adopt a policy, which is in accordance and complies with State law (49-2-310 MCA).

D. PERSONAL LEAVE: The County shall provide one (1) paid, non-cumulative personal leave day off, per employee, per fiscal year. This day shall be in addition to any sick leave or annual leave to which the employee is entitled. If the employee is denied use of personal leave day, the County will allow employee to roll over day for up to 3 months for employee to use the day. IN the case of unforeseen circumstances ex. Workers Compensation, the County and the Employee will work out an agreement for use of the personal leave day when employee returns to work.

E. The Sheriff, at his/her discretion, may grant paid or unpaid leave requests, in addition to those listed in this Article, upon completion of a written request by the employee.

ARTICLE 11.

SICK AND BEREAVEMENT LEAVE

A. SICK LEAVE: Employees will be required to use their accrued sick leave first and thereafter, use their accrued vacation or comp-time for extended illnesses.

Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

Employees on medical leave will be returned to their job(s) upon verification of their physician that they are able to return to work and perform all of the functions of their position and provided such return is within twelve (12) months from the date the leave started.

B. State laws and the general rules established by the Board of County Commissioners on sick leave shall be posted, specified in writing and available in the Sheriff's office.

C. BEREAVEMENT LEAVE: When there is a death in the immediate family, the Sheriff may grant up to seven (7) days bereavement leave. The day of the funeral must fall within the leave period. These days shall be deducted from sick leave.

An employee may use up to seven (7) days of his/her sick leave to take care of sick members of their immediate family or for a death in their immediate family. By mutual agreement between the EMPLOYER and the employee, more days of sick leave may be granted if deemed necessary.

D. Sick leave benefits for part time employees will be earned and accrued on a pro-rated basis.

ARTICLE 12.

GRIEVANCE AND ARBITRATION

A grievance is defined as an alleged violation of a specific provision of this Labor Agreement.

A. It is mutually agreed that within ten business days (10) days of the alleged claim or grievance, an individual employee or group of employees must discuss any and all claims or grievances arising under or by virtue of the terms of this Agreement first with his/her immediate supervisor for adjustment. It is the intent of the UNION and EMPLOYER that every reasonable effort shall be made to settle any grievance at this level.

B. In the event the grievance cannot be settled informally, within ten business days (10) days of the informal discussion between the employee and the supervisor set forth in paragraph A., the UNION shall submit the grievance to the EMPLOYER in writing, or the grievance will be forever waived. The written grievance must contain a description of the facts giving rise to the grievance, the provision(s) of the Agreement alleged to have been violated, the name(s) of the aggrieved employee(s), and the remedy sought. Not later than ten business days (10) days after receipt of the written grievance, the EMPLOYER shall provide the UNION with a written response to the grievance.

C. If the grievance cannot be settled at step B, within ten business days (10) days of the EMPLOYER'S written response, either party may request that the grievance be submitted to a four (4) person independent fact-finding panel comprised of non-County employees or volunteers and non-active or retired Union members or business representatives. Two (2) members of the panel shall be selected by the UNION (one of whom is not a party to the grievance or been involved in processing the grievance) and two (2) members shall be chosen by the EMPLOYER (one of whom is not involved with the grievance nor supervised by someone involved with the grievance). The panel shall establish facts, hear witness testimony, review evidence, and determine whether the grievance should be sustained or denied. In non-disciplinary grievances, the UNION will present their case first. The decision of the fact-finding panel shall be the final decision and shall bind both parties, unless the fact-finding panel is deadlocked. Each party shall be responsible for its own costs and expenses of the fact-finding panel.

D. If neither party requests a fact-finding panel, either party may submit a written request to the other for the grievance to be submitted to final and binding arbitration within fourteen (14) days of the EMPLOYER's written response at step B.

E. Within five (5) business days of the request for arbitration, the parties shall meet to select an arbitrator. If the parties cannot agree, the parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Each party shall be entitled to strike two (2) names from the list in alternating order and the name remaining shall be the person selected as arbitrator.

F. All fees and expenses of arbitration shall be shared equally between the parties. Neither party shall be required to pay any part of the cost of a stenographic record without its consent, provided that the failure of a party to agree to share the cost of such stenographic record shall be deemed a waiver of such party's right to access to the record.

G. During the processing of any grievance or the arbitration of a grievance under this Article, the UNION agrees not to strike, render unfair labor reports or cause slow-downs and the EMPLOYER agrees not to lock out employees represented by the UNION.

H. The arbitrator shall not have the power to add to, detract from, or modify any of the terms of this Agreement. The arbitrator shall be required to render a written decision within sixty (60) days of the close of the case. The arbitrator's award shall be final and binding on both parties.

ARTICLE 13.

STRIKES AND LOCKOUTS

It is mutually agreed between the Sheriff and the employees that there shall be no strikes, lockouts or cessation of work on account of labor disputes arising out of the interpretation, application or any controversy regarding the terms and/or conditions contained herein during the life of this Agreement.

ARTICLE 14.

STEWARDS

A. The Sheriff recognizes the right of the UNION to designate Shop Stewards and alternates. The Shop Steward and/or designee shall be permitted reasonable time to investigate, present and process grievances on company time, provided that the investigation, processing and presentation could not reasonably be performed during non-working hours.

B. The County shall permit the UNION to have a bulletin board located 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.

ARTICLE 15.

SAVINGS CLAUSE

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

The parties hereby agree to meet within thirty days (30) thereafter to modify the affected provision.

ARTICLE 16.

TERMINATION AND RENEWAL

A. This Agreement becomes effective upon the date of its execution between the parties and will remain in full force and effect until it expires on June 30, 2024. Between six (6) months and sixty days (60) prior to July 1, 2024, either party may open this Agreement for the purpose of negotiating.

If either party desires to negotiate changes in this Agreement, they shall give notice to the other party between six (6) months and sixty days (60) prior to the expiration date of this Agreement. If such notice is not given, this Agreement shall continue in effect as renewed from year to year thereafter until such notice is given. If such notice is given, negotiations shall commence within thirty days (30) of the date said notice is given.

ARTICLE 17.

SCOPE OF AGREEMENT

This Agreement constitutes the entire agreement between the parties and no verbal statements or past practices shall supersede any of its provisions. Any amendment supplemental hereto shall not be finding upon either party unless contained in a written document executed by the parties hereto. 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 provisions of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

IN WITNESS WHEREOF, we have hereinafter set our hands on the day and year first above written:

Dated this ____ day of _____, **2021.**

BOARD OF COUNTY COMMISSIONERS

TEAMSTERS LOCAL NO. 2

, Chair



, Business Representative

, Vice-Chair

, Commission Member

, Sheriff

Attest:

, Treasurer/Clerk & Recorder

SCHEDULE "A"

INSURANCE

The County agrees to, and shall contribute monthly toward, a health insurance program for full-time employees of the bargaining unit. Eligibility shall be based on **One Hundred and Twenty (120)** compensable hours the preceding month for current month coverage. (Example: One Hundred and Twenty or more compensable hours in June for July coverage.) This agreement is effective December 1, 2015 for coverage in January 1, 2016. *Seasonal employees (defined for this section as any employee employed, or on the payroll, by the County for a period not to exceed ninety (90) continuous days), shall not be eligible for these benefits, subject to approval by the Trustees of the Trust. Any Seasonal/Temporary employees rehired in the same calendar year shall be considered eligible for benefits after having been employed, or on the County payroll, for a total of ninety (90) days during the calendar year.*

The Employer shall remit to the appropriate health insurer the premiums required to maintain coverage for each eligible employee as described herein. The amount to maintain benefits are subject to change according to inflation, health care costs and other financial factors. By execution of this agreement, the parties agree to accept the terms and provisions of the appropriate health insurer, recognizing they may be revised based upon economic conditions and financial factors as described herein.

The County Contributions are determined at the adoption of the final budget by the County Commissioners each year and are subject to change according to increased premiums, inflation, and other financial factors related to the overall budget process. An employee contribution is also required and will be determined every year during the above mentioned process. (Back collections of employee payment.)

UNIFORMS AND EQUIPMENT

Sheriff will buy the initial uniforms as per Schedule "B." The initial issue shall consist of on-hand, serviceable uniform items. After successful completion of probationary period, new uniforms shall be issued. Should there be insufficient serviceable uniforms available for an initial issue, the Sheriff may purchase new uniforms for the first year of employment. Deputies, Control/Dispatch Officers and Detention Officers will keep these uniforms in good repair and replace as needed. The EMPLOYER will purchase not to exceed five hundred dollars worth (\$500.00) of uniform per fiscal year for the Sworn Deputies. Starting the second year of employment and continuing every other year the Employer will pay an equipment allowance of four hundred dollars (\$400) to Sworn Deputies. The EMPLOYER will purchase not to exceed four hundred dollars worth (\$400.00) of equipment/uniform per fiscal year for Control/Dispatch Officers and Detention Officers, to keep these uniforms in good repair. This purchase will be made on the employee's anniversary date the year after they received their new uniforms. The purchase can only be made the following way:

1. Two times a fiscal year, employees may ask the Sheriff or Undersheriff to order clothing or equipment through approved vendors and charge the cost to Broadwater County directly.

In the event of excessive wear or tear of the uniform in the line of duty the Sheriff will replace the affected item(s).

Detectives and the DARE Officer may submit receipts to the EMPLOYER for clothing necessary for the performance of their positions for reimbursement from the employee's clothing allowance.

In the event changes in the uniform for any division are approved by the Sheriff, employees are responsible for the cost of the uniforms and shall be required to use the uniform and equipment allowance to purchase new uniforms.

All patrol vehicles will be kept up in the best and safest possible condition at all times. All vehicles will be set up as close to the same as possible, in a uniform, standard way, taking into consideration the different makes and models of vehicles.

The Sheriff will provide handgun, rifle, and/or shotgun ammunition to the Deputy for practice purposes on a quarterly basis. Availability of ammunition is dependent upon the Employer's ability to obtain ammunition.

The County will provide cell phones to be used by the Deputies for official business.

MAINTENANCE OF STANDARDS

1. The Control Center shall be located and maintained in such a manner that it is secure and away from the constant flow of office traffic, secured with electronically controlled access.

2. There will be bulletproof glass from the waist up and cinder blocks filled with concrete from the counter to the floor at the public window, with a tray under the window that will give the public limited access.

3. On-shift personnel will know who is coming on duty and at what time they will arrive at the center when the shift changes. The Control Center shall have a written policy that indicates who is and who is not authorized to enter the Control Center.

4. Other internal safety factors shall be honored such as working fire extinguishers that will be checked periodically. Extension cords shall be used for what they are intended and not overloaded. Surge protectors will also be placed and used where necessary. The emergency generator shall be maintained in good repair.

DIFFERENTIAL PAY

Afternoons	Forty cents (\$.40) per hour (NON-SWORN ONLY)
Graveyard	Thirty Five cents (\$.35) per hour (SWORN & NON-SWORN)
Weekends	Ten cents (\$.10) per hour. (Defined as Saturday and Sunday) (SWORN & NON-SWORN)
Powershift	Forty cents (\$.40) per hour – set by administration (Dispatch Only)

Field Training Officers (FTO): Sworn and non-sworn FTO will receive:

Certified One Dollar and Fifty Cents (\$1.50) per hour for all hours during active training.

Noncertified Fifty cents (\$.50) per hour for all hours during active training.

* FTO's are assigned and removed by the Sheriff.

WAGES

1st yr. 2021-2022 **Dispatch** increase of 24% effective July 1, 2021. The COLA for 2021-2022 is included in this increase
Detention increase of 20% effective July 1, 2021. The COLA for 2021-2022 is included in this increase.
Deputies increase of 22% effective October 1, 2021. If a COLA is given then it will be received by July 1, 2021. The amount of the COLA will be taken out of the 22% increase.

2nd yr. 2022-2023 COLA as approved by Commission in August retro to July 1, 2022

3rd yr. 2023-2024 COLA as approved by Commission in August retro to July 1, 2023

In the event a cost of living increase is provided to non-bargaining unit employees during the term of this Agreement, the County agrees to provide all non-sworn bargaining unit employees with the same or better cost of living wage increase. The county agrees to pay Sworn Bargaining unit employees the same or better cost of living wage increase in accordance with Schedule "A" of this agreement. This provision does not obligate the County to provide bargaining unit employees with increases in compensation based upon promotions, transfers, newly-created positions within the County, increases in wages as a result of market rate adjustments, or increases in wages to any employee(s) due to federal or state prevailing wage requirements. A promotion or a transfer is defined as a new or different position for which a job posting was listed than the position the employee held previously. A newly-created position within the County means a position that had not existed previously.

The wages listed below are minimum standards.

Control/Dispatch /Clerk (07/01/2021 to 06/30/2022)

Starting Wage	\$18.35 – this will increase additionally by COLA each year
Two year wage	\$0.25/hr increase
Four year wage	\$0.30/hr increase

Six year wage	\$0.35/hr increase
Eight year wage	\$0.40/hr increase
Ten year wage	\$0.50/hr increase
Fifteen year wage	\$0.65/hr increase
Twenty year wage	\$0.75/hr increase
Twenty-five year wage	\$1.00/hr increase
Detention Corporal	+4% of base rate
Head Control/Dispatch Officer	+8% of base rate

RECORDS CLERK will receive thirty-five cents (\$.35) per hour above straight-time hourly rate of pay.

TAC Stipend - \$100/month – assigned and removed by Sheriff

Detention (07/01/2021 to 06/30/2022)

Starting Wage	\$17.76/hr this will increase additionally by COLA each year
Two year wage	\$0.25/hr increase
Four year wage	\$0.30/hr increase
Six year wage	\$0.35/hr increase
Eight year wage	\$0.40/hr increase
Ten year wage	\$0.50/hr increase
Fifteen year wage	\$0.65/hr increase
Twenty year wage	\$0.75/hr increase
Twenty-five year wage	\$1.00/hr increase
Detention Corporal	+4% of base rate
Detention Sergeant	+8% of base rate
Detention Nurse	\$20.00/hr

Step increases for all eligible employees shall only be retroactive to July 1, 2012.

The Sheriff, in her/his sole discretion, may hire new Control/Dispatch or Detention Officers at an amount up to but not to exceed year 2 of the salary schedule set forth above. The decision to pay above the starting wage rate will be based on a new employee having equivalent Control/Dispatch or Detention Officer experience with another employer.

Sworn Deputies

Wages and longevity for all sworn personnel are as mandated by state law. The compensation percentages set by the Sheriff for all sworn personnel during the term of this contract are as follows:

- Probationary Deputy: 85%
- Deputy: 86%
- Senior Deputy (5 years): 87%
- Detective: 87.5% (40hrs flex)
- Sergeant: 88%

The sheriff may adopt a rank structure in the office that is based on merit and training received by the individual officer. In the rank structure the sheriff may include additional percentages of the sheriff's salary up to 95%. The sheriff's office will communicate the rank structure policy to the union and will notify them of any changes in the future.

Standby Pay for Sworn Deputies: Standby pay will occur between the hours of 3am-7am each day, and pay three dollars (\$3.00) per hour while on standby. The two graveyard deputies will receive 2 hours of standby pay; the dayshift deputy will receive 2 hours of standby pay. If the deputy on Standby is called out, standby pay will stop and call out pay will occur for those hours.

Canine Officer: The Sheriff, in her/his sole discretion, will determine whether the Office shall have a CANINE OFFICER responsible for the care and training of a drug task force dog. In the event the CANINE OFFICER position becomes vacant, the position shall remain vacant unless filled by the Sheriff in her/his sole discretion. If the Sheriff designates a CANINE OFFICER, the EMPLOYER shall pay an annual stipend of \$2,500.00 to said officer for expenses associated with feeding and care of the dog. A CANINE OFFICER who leaves the Office prior to completion of the full year for which he has received an annual stipend shall have his/her final paycheck reduced by the amount of the pro-rated portion of the annual stipend attributable to the months not worked for which the stipend was paid.

LONGEVITY Per State Statute

SCHEDULE "B"

The initial issue of the prescribed uniform, includes but is not limited to: two (2) short sleeve shirts, two (2) short sleeve polo shirts, one (1) long sleeve shirt, two (2) long sleeve polo shirts, four (4) pairs of pants, one (1) tie, one (1) winter coat, one (1) badge, and one (1) bulletproof vest, as designated by the Sheriff. These will be provided to the employee at no expense.

This allotment will not include footgear, weapons or any leather gear.

Serviceable uniform items, equal in amount and description to the initial issue (see above) shall be returned to the Sheriff upon termination of employment with the Office.

PATROL DIVISION:

The initial issue of the prescribed uniform, includes but is not limited to:

- 4- Short sleeve shirts
- 2- Long sleeve shirts
- 4- Pairs of pants
- 1- Tie
- 1- Ike Jacket
- 1- Dress slacks
- 1- Winter Coat
- 1- Badge
- 1- Bulletproof vest with (1) internal and (1) external carrier
- 1- Set of Brass
- 1- Name Tag

These will be provided to the employee at no expense. This allotment will not include footgear, weapons or any leather gear.

Serviceable uniform items, equal in amount and description to the initial issue (see above) shall be returned to the Sheriff upon termination of employment with the Office.

CONTROL/DISPATCH & DETENTION DIVISION:

The initial issue of the prescribed uniform, includes but is not limited to:

- 4- Short sleeve polo shirts
- 2- Long sleeve polo shirts
- 2- Pairs of cargo pants
- 1- Dress shirt
- 1- Pair of Dress pants
- 1- Tie

- 1- Set of Brass
 - 1- Name Tag
 - 1- Metal badge
 - * Detention Only: Starting second year of employment and continue one pair of boots every other year.

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