

MEMORANDUM OF UNDERSTANDING
Between
Park County
And
The Montana Public Employees Association
Park County Sheriff's Office Unit

The memorandum of understanding (MOU) is entered into by Park County (County) and the Montana Public Employees Association (MPEA) to settle the issue of back pay for the Deputy Sheriff K-9 Handler and to outline handler compensation and responsibilities going forward. This MOU is in addition to the terms and conditions outlined in the collective bargaining agreement.

The current Deputy Sheriff K-9 Handler, Jason Hopkin, will be compensated \$3,377.17 for two (2) years (back to January 2013) in back wages for canine care for his regular off-duty days based upon the following formula:

2 years x 52 weeks x 2 regular off-duty days x ½ hour care per day x Handler's overtime pay rate

Jason Hopkin will be compensated through adjustments to his leave banks for canine care for additional off-duty days based upon the following formula:

103 days off (sick, vacation, military leave) x ½ hour care per day = 51.5 hours of adjustments on leave banks.

The above compensation amounts are subject to applicable taxes and withholding, the cost of which shall be calculated by the County.

Upon the County issuing a check for the above amount, MPEA and Jason Hopkin, Deputy Sheriff K-9 Handler waive any and all claims pertaining to the above matter. The above matter is completely, totally and fully settled.

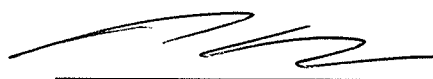
From the signing of this MOU forward, the following conditions will apply to the Deputy Sheriff K-9 Handler:

- 1) If a deputy is selected as K-9 handler, the deputy will have the responsibility to care for the assigned canine. Canine care and training shall take place during the deputy's regular working hours. Basic daily care should take approximately ½ hour per day. In addition the selected deputy's duty schedule may be adjusted by the Sheriff to accommodate the ½ hour per weekend days (days off). The canine handler will be compensated at the rate of ½ hour per day for canine care for seven (7) days per week. The ½ hour per day canine care time is considered work time within a regular work shift and must be recorded on the time sheet. The days off per week will be recorded as a half hour of time worked for canine care, also recorded on the time sheet. Article 9 of the collective bargaining agreement will be applied in case of more than 40 hours of work in a work week. If the canine handler is off due to vacation, sick, etc. and is providing care to the canine, he/she will deduct the canine care hours from the hours he takes off – for example, if the canine

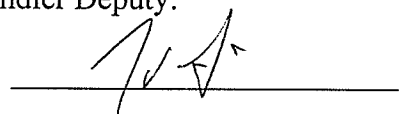
handler takes a day off and he normally works an 8 hour shift, he/she will only have to use 7 ½ hours from his vacation accrual as ½ hour will be paid at regular rate for canine care. If the K9 handler is not able to care for the canine and is utilizing kennel services – there will be no pay for canine care– due to the County paying the kennel fees.

- 2) Any care and training required outside of the handler's normal working hours requires supervisor pre-approval and will be noted on the handler's time sheet. If no supervisor is on shift, the handler will obtain approval before the supervisor goes off-shift or will contact an off-duty supervisor by phone at a reasonable hour. In the case of emergency care required by the canine, the handler will notify a supervisor as soon as practicable the following morning or when a supervisor arrives on-shift. Overtime will be paid in accordance with Article 9 of the collective bargaining agreement.
- 3) Aside from his/her regular duties as a deputy, it is the handler's responsibility to keep his/her supervisor apprised of his location and activities with the canine. If no supervisor is on shift, the handler will update the supervisor when he/she arrives on-shift.
- 4) In the event a K-9 handler no longer works for the Sheriff's Office or is re-assigned and no longer has handler responsibilities, the canine may be assigned to another handler at the discretion of the sheriff.
- 5) When a canine reaches the end of its working career, retires, or becomes sick/injured beyond the point of reasonable rehabilitation or if the K-9 program is disbanded, the decision to retire the canine or sell the canine to another agency will be made by the Sheriff or his/her designee. If the Sheriff determines the canine is no longer useable as a service canine and will be retired, the handler has first choice to assume ownership of the canine for \$1.00. The decision to retire, reassign or sell the canine rests with the sheriff. If handler assumes ownership, the handler shall from then on have total responsibility for all future costs and liability relating to the canine.

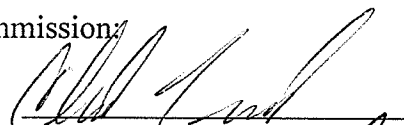
For MPEA:

 , Date: 3-10-15

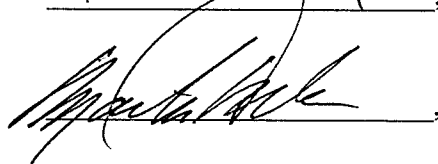
Jason Hopkin, K9 Handler Deputy:

 , Date: 3/10/15

For Park County Commission:

 , Date: 3-10-15

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