

**AMENDMENT TO
PUBLIC SAFETY OFFICERS
AGREEMENT**

This Amendment is made and entered into this 25th day of October, 2016 by and between the MISSOULA COUNTY AIRPORT AUTHORITY ("Employer") and MONTANA PUBLIC EMPLOYEES ASSOCIATION INC. ("Association").

RECITALS

1. Employer and Association entered into a Public Safety Officers Association Agreement dated July 2, 2014 ("the 2014 Agreement");
2. The 2014 Agreement covers Public Safety Officers who engage in both fire protection and law enforcement activities at the Missoula County Airport Authority ("Employees");
3. Employer and Association have negotiated in good faith and agreed to amendments to the 2014 Agreement;

NOW THEREFORE, the parties agree to amend the 2014 Agreement as follows:

1. Article XII, Section 2 of the 2014 Agreement is deleted and replaced with the following:

Section 2. The normal workday for full-time Employees shall be eight (8), ten (10), twelve (12) or twenty-four (24) continuous hour shifts including a paid meal break not to exceed one half (1/2) hour. Meal breaks will be taken when time permits and Employees must respond when requested during meal breaks.

Employees on twenty-four (24) hour shifts shall be paid sleep time up to six hours between 6 p.m. and 6 a.m.; however, only one on-shift Employee shall be permitted sleep time at any one time. Employees shall post sleep schedules. Sleep time is not guaranteed and need not be concurrent. Employees must respond when requested during sleep time.

Employees will be required to remain on airport premises during their meal period and sleep time and will be paid at the straight time rate for the period.

Employees on twenty-four (24) hour shifts will work a 28 day work period.

2. Article XII, Section 5 of the 2014 Agreement is deleted and replaced with the following:

Section 5. The Association and Employer agree that Employees qualify for the Fair Labor Standards Act exception set forth in 29 U.S.C. § 207(k) and that Employees engage in both fire protection and law enforcement activities depending on Employer's needs at the time. The Association and Employer further agree that the majority of Employees' work time during the work period is spent performing law enforcement activities.

All time worked in excess of forty (40) hours in one week when working 5/8 hour shifts or 4/10 hour shifts or one-hundred and seventy one (171) hours in one work period when working 24 hour shifts in a 28 day work period, shall be paid at the rate of one and one-

half (1½) times the Employee's hourly rate. When working twenty-four hour shifts, no Employee shall be permitted to work more than thirty-six hours continuously.

Overtime must be authorized in advance, unless in cases of emergency authorized by a supervisor. Overtime shall not be compounded or pyramided. Holidays provided herein and leaves scheduled prior to working of the overtime shall be regarded as time worked for purposes of this section only. Sick leave taken during the same work period of overtime shifts shall not result in a loss of overtime. Employer may require a bill or receipt from a doctor if abuse of sick leave is suspected. (Abuse of sick leave is defined in Article XV, Section 14.)

3. Article XII, Section 8 of the 2014 Agreement is deleted and replaced with the following:

Section 8. Nothing in this Agreement shall constitute a guaranteed workday or work period. However, no new employees will be hired unless all regular full-time employees have had an opportunity to work either a forty (40) hour work week (if working 5/8 hour or 4/10 hour shifts) or a 171 hour work period (if working a 28 day work period). It is understood and accepted that after all regular employees have had an opportunity to work a full work period, the Employer may use qualified personnel to perform work duties.

4. Article XII, Section 9 of the 2014 Agreement is deleted and shall be of no further force or effect.

5. Article XII of the 2014 Agreement is amended by the addition of the following Section 14:

Section 14. Employees may agree to exchange shifts when the change is approved by their supervisor. An employee's decision to substitute for another employee must be made freely and without coercion. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal schedule. In no event shall shift exchanges result in overtime pay under this Agreement. Employees who exchange shifts shall so note on their time cards. Employees are solely responsible for tracking shift exchanges. The Employer will not keep a record of the hours of the substitute work. Employees scheduled as a replacement for approved shift exchange accept full responsibility for that shift.

6. Article XIII, Section 1 of the 2014 Agreement is deleted and replaced with the following:

Section 1. All regular employees covered by this Agreement, and employed on the date the following holidays are observed, shall be entitled to pay for eight (8) or ten (10) (if on 10 or 24 hour shifts) hours at the rate of pay set forth herein for the following holidays:

- | | |
|---------------------------|--------------------------------|
| 1. New Year's Day | 7. Columbus Day |
| 2. Presidents Day | 8. Veteran's Day |
| 3. Martin Luther King Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. The day after Thanksgiving |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | |

7. Article XIII, Section 3 of the 2014 Agreement is deleted and replaced with the following:

Section 3. Employees scheduled to work on the above observed holidays shall be paid in addition to the normal hourly wage, a premium equal to one and one-half (1 ½) times their basic hourly rate for all hours actually worked on the holiday, up to ten (10) hours. The Employee may choose compensatory time credit in lieu of premium pay. Provided if compensatory time is selected all holiday premium pay for that holiday must be taken as compensatory time.

8. Article XIII, Section 4 of the 2014 Agreement is deleted and replaced with the following:

Section 4. If a holiday is observed on an Employee's regular scheduled day off, Employer will pay an additional eight (8) or ten (10) (if on 10, 12 or 24 hour shifts) hours pay unless by mutual agreement between the Employer and Employee another day off, or eight (8) or ten (10) (if on 10, 12 or 24 hour shifts) compensatory time off is agreed to.

9. Article XX, Section 2, the fourth paragraph, of the 2014 Agreement is deleted and replaced with the following:

No warning notice prior to suspension or discharge shall be required in the case of:

1. Sleeping on the job, unless as part of the sleep time of a 24 hour shift and pursuant to a posted sleep schedule.

10. Schedule A of the 2014 Agreement is amended as follows:

Shift Differential of .50 per hour shall not apply for Employees working 24 hour shifts.

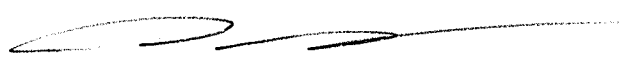
11. This Amendment contains the entire understanding of the parties with respect to the amendments to the 2014 Agreement. All terms of the 2014 Agreement not specifically amended herein shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the 2014 Agreement, the terms of this Amendment will govern.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this ___ day of October, 2016.

Missoula County Airport Authority

BY 
Airport Director

Montana Public Employees Association


MPEA Executive Director


Member Negotiating Team


Member Negotiating Team