BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS

121 3rd St W
Room 301
Hardin, MT 59034

Members
Lawrence Big Hair, Presiding Officer
George Real Bird III, Member
Larry Vandersloot, Member

BIG HORN COUNTY BOARD OF COUNTY COMMISSIONERS MINUTES
September 11, 2025
9:30 AM

1. Call to Order

Commissioner Big Hair, Presiding Officer calls meeting to order.

2. Roll Call

Commissioner Big Hair, Presiding Officer, Commissioner Real Bird, member, and Commissioner Vandersloot, member, were all in attendance. Dean Molina, AJ Espinoza, Road Superintendent, Mike Opie, Accountant, Thor Torske, Heather Ready, Deputy County Attorney were also in attendance.

3. Claim Approvals

Commissioner Vandersloot entertained a motion to approve claims 1075. The motion was seconded by Commissioner Big Hair and passed unanimously. Commissioner Vandersloot entertained a motion to approve claims 1077. The motion was seconded by Commissioner Big Hair and passed unanimously.

4. Approve Minutes and Supporting Documents

Commissioner Vandersloot entertained a motion to approve minutes from September 4, 2025. The motion was seconded by Commissioner Big Hair and passed unanimously.

5. Personnel/Legal

6. Old Business

7. New Business

Mosquito Fee

A Resolution to approve the mosquito fee for the mosquito district. The costs haven't been assessed since the 1970's. Commissioner Vandersloot entertained a motion to approve resolution 2025-30 to increase the fees that haven't changed since 1970 from $40 a parcel to $80 a parcel. The motion was seconded by Commissioner Big Hair and passed unanimously.

Road Union Agreement

Dean Molina, explains that their secretary is willing to go part time from 8-3:30 Monday thru Thursday. Commissioner Vandersloot, would like to take out the wording and "and so on" in the longevity and have it cleared up, discussion over the word and so on ensues. He would like to avoid arbitration in the future. He is fine with the language for this year and changing office hours to accommodate Sherry going part-time. However, next year he would like this language cleaned up. The Board is fine with Sherry getting her longevity for her 45 years and going part-time. Heather will draft the changes. They will come back to this later in the meeting. Commissioner Vandersloot entertained a motion to approve a labor agreement with MFPE for a 1-year agreement. The motion was seconded by Commissioner Big Hair and passed unanimously.

County Fire Response on Fee Land

Thor Torske, a farmer south of Hardin, is here and presents the board with a statement. He is requesting a procedural change in dispatching fires in Big Horn County. He would like to discuss an incident that happened on August 24th, but before that, he takes 100% responsibility for the incident. He explains that Big Horn county has a duty to respond to his fire as a fee owner he pays taxes and the county road department has to respond to his fire. BIA doesn't owe it to him to respond as a taxpayer, but Big Horn County does. Commissioner Vandersloot explains that Joe Morris from BIA forestry came in and explained the county should not be issuing burn permits. AJ explains in 25CFR 163.28 that BIA has the right once you threaten Indian land, even if you are on private land on the reservation BIA has a right to be the first responder due to threatening Indian land. Commissioner Vandersloot would like a meeting set up with DNRC, BIA and invites Thor to attend.

Lift Fire Restriction

Commissioner Vandersloot entertained a motion to approve Resolution 2025-26A to lift the fire restrictions. The motion was seconded by Commissioner Big Hair and passed unanimously.

8. Public Comments

9. Discussion

10. Adjourn

There being no other business, the board adjourned.

Approved: L Big Hair
Lawrence Big Hair, Presiding Officer

Attest: Peri Schenderline
Peri Schenderline, Deputy Clerk & Recorder

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 30

PREAMBLE:

A Resolution to approve the proposal of the Mosquito Control Board of the Mosquito Control District specifying the special district option and levying and assessing all the property within the special district with an amount equal to the annual cost of the program and improvements.

RECITALS:

In accordance with MCA 7-11-1025(1), the governing body shall estimate, as near as practicable, the cost of each established special district annually by the later of the first Thursday after the first Tuesday in September or within thirty calendar days after receiving certified taxable values from the Department of Revenue.

Pursuant to MCA 7-11-1024(1), the governing body shall make assessments or impose fees for the costs and expenses of the special district based upon a budget proposed by the governing body or separate board administering the district, pursuant to MCA 7-11-1021.

The Board of County Commissioners of Big Horn County adopted "A Resolution of the Big Horn County Commissioners for the Purpose of Creating a Mosquito Control District" on July 29, 1975.

The Board of Commissioners ("Board") exercised the authority granted to it by MCA 7-1-203(1), and assumed the duties of the Mosquito Control Board, as the minimum number of qualified persons were not available for membership.

The District includes 1,571 assessable parcels, as shown on the attached map. *See* Exhibit A.

The tax identification numbers of the parcels in the District are set forth on the spreadsheet attached as Exhibit B.

The Board has determined that the cost of providing mosquito control services to the Mosquito Control District has increased substantially since the assessments were set at $40 per parcel in the 1970s.

The Board of Commissioners, having assumed the duties of the Mosquito Control Board, has estimated the annual cost of operating the Mosquito Control District to be $125,580.

Pursuant to MCA 7-11-1024(3)(a)(ii) if the benefits derived from the program by each lot or parcel are substantially equivalent, the cost may be assessed equally to each parcel located within the District out regard to the assessable area of the parcel.

On September 4, 2025, this Board passed Resolution 2025-28 adopting a budget for Big Horn County for fiscal year 2025-2026. The budget set the assessment for each parcel in the Mosquito Control District at $80.

THEREFORE:

The Board of Commissioners, Big Horn County, Montana, hereby approves the Mosquito Control District proposed annual budget of $125,580.

The Board hereby finds that the benefits derived from the program by each lot or parcel are substantially equivalent.

Because the estimated annual cost of operating the Mosquito Control District is $125,580, each parcel of the 1,571 parcels in the District shall be assessed $80 annually.

The Clerk and Recorder shall issue a notice that this Resolution levying a special assessment is on file for inspection by the public. The notice shall be published as provided in MCA 7-1-2121 and must state the time and place at which objections to the final adoption of the resolution will be heard by the Board and must contain a statement setting out the method of assessment being proposed.

A hearing shall be held on September 25th, 2025 at 9:30 AM in Room 301 of the big Horn County Courthouse for the purpose of hearing all objections to the assessment.

EFFECTIVE: This resolution is meant to be retroactive with an effective date of July 1, 2025, the first day of the 2025-2026 fiscal year.

ENACTED:

This 11th day of September, 2025, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

L Big Hair
Lawrence Big Hair, Presiding Officer

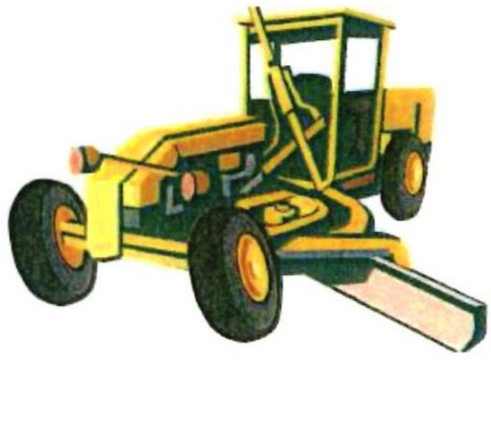
George Real Bird III, Member

Larry Vandersloot, Member

ATTEST:

Peri Schenderline
Peri Schenderline
Deputy Clerk and Recorder

LABOR AGREEMENT



BIG HORN COUNTY

AND

MONTANA FEDERATION OF PUBLIC EMPLOYEES (MFPE) BIG HORN COUNTY ROAD & BRIDGE

July 1, 2025 THROUGH June 30, 2026

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Contents

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AGREEMENT

This Agreement, entered into this 11th day of September 2025 at Hardin, Montana by and between BIG HORN COUNTY, Montana, a body politic and a political subdivision of the State of Montana, herein referred to as the "Employer" or the "County", and the MONTANA FEDERATION OF PUBLIC EMPLOYEES, herein referred to as the "MFPE".

ARTICLE I
DEFINITIONS

Section 1. COUNTY OR EMPLOYER: The term "County" or "Employer" shall mean Big Horn County, Montana, its Board of County Commissioners or any designated representative of the Board of County Commissioners.

Section 2. ASSOCIATION: The term "MFPE" shall refer to the Montana Federation of Public Employees (MFPE), Big Horn County Road and Bridge Unit of Big Horn County, Montana.

Section 3. DAYS: When referring to time limitations in the Agreement, unless specifically stated otherwise, the word "days" means calendar days.

Section 4. EMPLOYMENT:

Full-time Employee. Except as otherwise provided in this Agreement, the reference to the term "full-time employee" shall mean an employee who regularly works forty (40) hours per week.

Part-time Employee. Except as otherwise provided in this Agreement, the reference to the term "part-time employee" shall mean an employee who has regularly-scheduled work assignments and normally works less than forty (40) hours per week.

Temporary Employee. Except as otherwise provided in this Agreement, a temporary employee is one designated by the County as temporary for a definite period of time, not to exceed twelve (12) months; who performs temporary duties or permanent duties on a temporary basis; whose employment terminates at the end of the employment period; and who is ineligible to become a permanent employee without a competitive selection process.

Short-term Employee. A short-term employee is one hired by the County for an established hourly wage; who may not work for the County for more than ninety (90) days in a continuous twelve (12) month period; who is not eligible for permanent status; who the County cannot hire into another position without a competitive selection process; and who is not eligible to earn leave and/or holiday benefits.

Intermittent Employee. Except as otherwise provided in this Agreement, the reference to "intermittent employee" shall be those employees who are called to meet fluctuations in demand and hold no regularly-assigned hours.

Seasonal employee. Except as otherwise provided in this Agreement, the term "seasonal employee" means an employee designated by the County as seasonal, who performs work interrupted by the seasons and who the County may recall without a loss of rights and benefits accrued during the preceding season.

ARTICLE II
RECOGNITION

The County recognizes MFPE as the exclusive representative for all Road and Bridge Department employees including, but not limited to, all road maintenance technicians, equipment operators, secretaries and mechanics employed by the Big Horn County Road and Bridge Department, excluding all supervisors and managers, and hereinafter referred to as the "Bargaining Unit".

ARTICLE III
MFPE RIGHTS

Section 1. Employee Rights. The parties recognize the rights afforded employees in Section 39-31-201 M.C.A. to join or refrain from joining MFPE. All Bargaining Unit employees may choose whether to exercise their rights to join or not to join MFPE, and if not to join MFPE, whether to pay a fair share contribution to MFPE for representation. All employees who were members of MFPE upon the date of ratification of this Agreement by both parties, and those employees who join or agree to pay a fair share contribution after becoming a member of the Bargaining Unit shall maintain such contributions or membership through the term of the current Agreement. Upon the expiration of the current Agreement, the Bargaining Unit member must make a new determination or declaration of his/her desire. The employee may choose whether to exercise his/her rights free from interference, restraints or coercion. It will not be necessary for employees to renew membership applications or dues deduction authorizations.

Section 2. Deduction of Dues. Upon written authorization of any employee within the Bargaining Unit, the Employer shall deduct from the pay of the employee the monthly amount of dues as certified by the MFPE Secretary and shall deliver the dues to the MFPE Treasurer.

Section 3. List of Bargaining Unit Members. The Employer shall provide MFPE with a list of the names and addresses of all current employees covered by this Agreement and shall update such list for all new hires on a form provided by MFPE.

Section 4. Visits. The authorized business representative, with credentials of the MFPE, shall be permitted to visit employees at reasonable times, subject to permission of the Road Superintendent as to reasonable time. This permission will not be unreasonably withheld. The internal business of the MFPE shall be conducted by the employees during their non-duty hours.

Section 5. Unit Representative. MFPE may designate a unit representative to handle MFPE business and shall furnish the name to the Road Superintendent in writing within five (5) days after election.

Section 6. Information Sharing. It is the intention of the parties that both MFPE and the Employer be kept informed on matters having a substantial effect upon employment relations of the employees. The parties agree to furnish to one another, upon written request, such information as is not confidential and which is available.

ARTICLE IV
MANAGEMENT RIGHTS

Section 1. Rights of the County. MFPE recognizes that the County has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the County to the full extent authorized by the law. MFPE further agrees that all management rights, functions and prerogatives not expressly delegated in this Agreement are reserved to the County.

Section 2. Management Rights. Public employees and their representatives shall recognize the prerogative of the County to operate and manage its affairs in such areas as, but not limited to:

a. Direct employees;
b. Hire, promote, transfer, assign and retain employees;
c. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
d. Maintain the efficiency of government operations;
e. Determine the methods, means, job classifications and personnel by which the government operations are to be conducted;
f. Take whatever actions may be necessary to carry out the mission of the Road and Bridge Department and the County in situations of emergency;
g. Establish the methods and processes by which work is performed.

Section 3. Effective Laws, Rules and Regulations. The parties recognize the right, obligation and duty of the County, and its duly-designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary in so far as such rules, regulations, directives and orders are not inconsistent with terms of this Agreement. All terms of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations and orders of State and Federal governmental Agencies. Further, MFPE adopts the Big Horn County Employment Handbook in effect July 1, 2024 by reference. Any additions and/or deletions affecting the working conditions of Bargaining Unit employees must be negotiated with MFPE.

ARTICLE V
WAGES, HOURS AND WORKING CONDITIONS

Section 1. Wages.

Wage Scales and Implementation of Salaries and Other Benefits:

The following entry wage scale shall be in effect beginning July 1, 2024

Classification	Grade	(Entry Level) 07/01/2024
Secretary	5	$17.25
Maintenance Worker (Seasonal)	5	$19.75
Road Maintenance Technician/Equipment Operator	10	$22.00
Lead Mechanic	11	$23.00

Current Employees:

Effective 7/1/25 each employee shall receive an additional $1.00 per hour in base pay.

Assistant Fire Chief:

When an employee is designated as an Assistant Fire Chief, he/she will receive $1.50 per hour additional to his/her base pay beginning the first pay period following the signing of this Agreement. The additional $1.50 per hour shall not be considered part of the employee's base wage for purposes of the Compensation Philosophy and Salary Administration Manual.

Longevity: Length of service raises, called "longevity", will be granted in the following manner:

- After completion of five (5) years of service with Big Horn County, an employee will be given a one percent (1%) raise on the then current hourly rate of pay, excluding longevity;
- After completion of ten (10) years of service with Big Horn County, an employee will be given a two percent (2%) raise on the then current hourly rate of pay, excluding longevity;
- After completion of fifteen (15) years of service with Big Horn County, an employee will be given a three percent (3%) raise on the then current hourly rate of pay, excluding longevity;

- After completion of twenty (20) years of service with Big Horn County, an employee will be given a four percent (4%) raise on the then current hourly rate of pay, excluding longevity;
- After completion of twenty-five (25) years of service with Big Horn County, an employee will be given a five percent (5%) raise on the then current hourly rate of pay, excluding longevity;
- After completion of thirty (30) years of service with Big Horn County, an employee will be given a six percent (6%) raise on the then current hourly rate of pay, excluding longevity; and so on.

Annually, the current base rate of pay will be determined less any longevity payments.

Such longevity raises will be effective on the first pay period following the anniversary date of service to Big Horn County.

Section 2. Hours. A full-time employee shall work a minimum of forty (40) hours per week. The normal workweek shall be defined as Sunday through Saturday. After having worked overtime, an employee may be relieved of duty during regular shift hours as a matter of safety by mutual agreement between the Road Superintendent and the employee. Part-time employees shall work a minimum of hours as set forth in the job posting for their position.

Section 3. Overtime. An employee who works more than forty (40) hours in a workweek will be paid overtime at time and one half (1½) of his/her hourly rate for such additional hours worked. No employee shall work overtime without the prior authorization of the Road Superintendent or Road Foreman. Compensatory time generally will not be allowed. Under unusual circumstances, upon mutual agreement, an employee may be paid compensatory time in lieu of immediate overtime pay; however, such compensatory time will be used within ninety (90) days. The use and scheduling of compensatory time shall be mutually agreed to between the Road Superintendent and the employee. Holiday leave shall count as hours worked in calculating overtime paid.

Section 4. Availability to Work Overtime. Employees who are available to work overtime, or during a situation which would be declared an emergency by the Board of County Commissioners or Road Superintendent, shall be required to report for work at such times as are necessary to terminate the emergency. Employees shall be given as much notice as is practical of overtime to be worked.

Section 5. Extra Work. Employees signing extra work lists will be called to work before those who have not signed such a list. Employees will be called in on a rotating basis, based upon seniority, according to their qualifications for the work to be done. To be eligible for overtime work offered from the extra work list, employees must have worked their last scheduled day prior to working overtime from said list. In the event the list does not provide adequate manpower, employees who have not signed the list may be called.

Section 6. Designated Work Areas. Employees shall be hired to work at one of three designated work areas: Hardin, Decker or Lodge Grass. Those employees hired for Hardin shall report to the Shop in Hardin to start their workday. Those employees hired for Decker shall report to the Decker Shop at the start of the workday. Those employees hired for Lodge Grass shall report to the Lodge Grass Shop at the start of their workday. Employees may be transferred to a different designated work area than that originally hired for, based upon the needs of the County. Transfer opportunities will first be posted and filled by existing employees. If no employee requests to be transferred, then the position will be advertised publicly. Employees who stay in County housing in Decker or Lodge Grass shall be required to pay utilities. Employees who are hired for or who transfer to the Decker or Lodge Grass designated work area may not request another transfer within the Road Department for one (1) year from the date of the transfer.

Section 7. County Vehicles. County vehicles shall be provided to and from the work site from the reporting station in the employee's usual designated work area.

Section 8. Work Schedule. Employees shall be placed on a regular work schedule and unless otherwise specifically provided in this Agreement, an employee's work schedule shall not be changed without his/her consent, unless he/she has first been given two (2) weeks' notice of the change.

Section 9. Short Shift Change. Any employee required to work more than sixteen (16) hours in a twenty-four (24) hour period will be given eight (8) hours of non-work time off before the start of the next work shift.

Section 10. Call Out. An employee called back to work, not as an extension of the regular shift, will be compensated at time and one half (1½) for all hours worked, for a minimum of two (2) hours work or pay. Any employee called into work while the employee is on authorized annual leave shall receive pay in the same manner as any other call out.

Section 11. Workday and Workweek. Work schedules shall allow for service to the public Monday through Friday. Work schedules for work crews shall be four (4) ten (10) hour days per week. The schedules will be structured to provide coverage Monday through Thursday or Tuesday through Friday. Office coverage will be Monday through Thursday, from 8:00 AM to 3:30 PM. Specific assignments will be made at the direction of the Employer.

Section 12. Safety. The Employer shall require that all equipment conforms to safety standards and that all employees shall follow all safety rules, regulations, policies and procedures. Failure to follow such rules, regulations, policies or procedures may lead to disciplinary action. The Bargaining Unit shall appoint two (2) Bargaining Unit members to the County's Safety Committee. An employee shall be paid at his/her hourly rate and the time counted toward the employee's hours worked in that pay period for any time participating in the meetings or activities of the Safety Committee.

Section 13. Unsafe Equipment. If an employee believes that any equipment does not conform to safety standards, he/she shall report the condition immediately to the Road Superintendent or the Road Foreman. The Employer shall make every effort to ensure that all radios provided to the employees are in good working condition.

Section 14. Protective Clothing or Safety Equipment. The Employer shall, at County expense, provide employees with fire protection gear, hard hats, vests or other similar protective gear. The County will provide each employee $600.00, in a separate check subject to withholding, each year for the purpose of cost-sharing of steel-toed boots, fire boots and other work-related clothing. The Road Department Secretary will receive $100.00, in a separate check subject to withholding, each year for the purpose of cost-sharing of boots. Payment will be made in October of each year. Only an employee who has successfully completed his/her probationary period will be eligible for cost-sharing payment.

Section 15. First Aid Kit. The Employer shall provide and maintain a first aid kit. The County shall determine, in cooperation with the Emergency Services Director, what is to be stocked in the first aid kit. The first aid kit shall include the following: throat lozenges, cough drops, assorted bandages, adhesive tape, eye and skin flushing solution, eyewash, aspirin and non-aspirin pain relief, trauma dressing, and pocket mask or bag-valve mask. Any employee who abuses the use of the first aid kit for his or her personal use shall be subject to disciplinary action. First aid kits shall be placed in each vehicle and, at the discretion of the County, assigned equipment.

Section 16. CPR Training. The County will, at County expense and on County time, provide a CPR training and first aid course yearly. Each employee will review as necessary for certification.

Section 17. Post-Fire Paid Rest Periods. Any employee who goes out on a fire between 10:00 p.m. and 12:00 midnight, and between 4:00 a.m. and 6:30 a.m., upon returning from the fire, shall be allowed two (2) hours of paid time to go home and shower before returning to work. Any employee who goes out on a fire between 12:00 midnight and 4:00 a.m., upon returning from the fire, shall be allowed four (4) hours of paid time to go home, sleep and shower before returning to work. This rest period is in order to keep firefighters safe, as well as the public, and to provide adequate rest before resuming the regular duties of the Road and Bridge Department employees.

Section 18. Pager Call Duty Pay. Each employee required to carry a pager shall receive $50.00 per day for non-scheduled workdays, weekend days, or holiday Pager Call Duty. Should the employee be called out, the allotted money for that day would be forfeited and the employee would be paid per the Call Out provision of this Agreement.

Section 19. Commercial Driver License (CDL). The County will pay one-hundred percent (100%) for the physical examinations required for CDL licensure. The employee shall pay for his/her CDL.

Section 20. Training. Each employee will have an equal opportunity to apply for and/or receive training opportunities. Each employee assigned to Fire Duty shall annually pass the DNRC 1-mile Pack Test.

ARTICLE VI
SENIORITY

Section 1. Accrual. All employees shall be probationers without seniority for the first twelve (12) months of employment. Upon successful completion of the probationary period, employees shall accrue seniority from the date of their employment with the Big Horn County Road and Bridge Department.

Section 2. Termination. Seniority may be terminated for the following reasons:

a. To be absent from the job due to layoff up to twelve (12) months will be considered lost time for purposes of seniority; however, previous service upon reemployment shall count towards seniority;

b. To be absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the purpose of seniority; however, previous service upon reemployment shall count towards seniority;

c. To be absent from the job due to workers compensation leave in excess of six (6) months will be considered lost time for purposes of seniority; however, previous service upon reemployment shall count towards seniority;

d. An employee's continuous service for purposes of seniority shall be broken by voluntary resignation, discharge for cause, retirement or layoff that exceeds twelve (12) months;

e. Employees may protest their seniority designations through the Grievance Procedure provided in this Agreement, if they have cause to believe an error has been made.

Section 3. Promotions. The Employer shall recognize qualifications (merit and ability) and seniority within the Bargaining Unit in awarding promotions to the employees when filling newly-created or vacated positions. Such vacancies shall be filled in accordance with the Big Horn County Employment Handbook. If there is any dispute of merit and ability, MFPE and the Road Superintendent and Board of Commissioners will mutually resolve the issue.

Section 4. Layoff and Recall. On layoff and recall from layoff, merit and ability shall be considered and then seniority. If there is any dispute of merit and ability, MFPE and the Road Superintendent and Board of Commissioners will mutually resolve the issue. Employees who are scheduled to be released shall be given at least thirty (30) calendar days' notice, with a copy to the Association. Recall shall be by notice to the employee's last-known address, with a copy to MFPE. Recall shall be by notice to the employee's last-known address, with a copy to MFPE. If the employee fails to notify the Employer within three (3) calendar days of receipt of the notice or two (2) weeks of the County's mailing of the notice, whichever comes first, of his /her intention to return to work, the employee shall be considered as having forfeited his/her right to employment. It is the responsibility of the employee to notify the Big Horn County Human Resources Office of his/her current address.

Section 5. Temporary Employees. No regular, full-time or part-time employee shall be laid off while there are temporary, short-term, intermittent or seasonal employees working in the Road and Bridge Department.

Section 6. Health Insurance during Layoff. Any employee with County- sponsored health insurance that is laid off shall receive three (3) months County contribution towards the employee's health insurance.

Section 7. Seasonal Work, April 1 through October 31. The Employer has the option to call employees in early or to extend the season. Seasonal employees shall receive insurance contributions in accordance with the provisions of Article VIII. An employee called back during his/her seasonal layoff status shall be guaranteed a minimum of forty (40) hours of work or pay per call incident. If employees on seasonal layoff status are notified to return to

work prior to April 1, and are unavailable prior to April 1, they shall have the right to return on April 1 or sooner.

ARTICLE VII
LEAVES

Section 1. Annual Vacation Leave. Employees are entitled to annual vacation leave benefits as set forth for all public employees in Sections 2-18-611, 612, 614, 617 and 621 M.C.A.

After continuously working the qualifying six (6) month period, each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. Proportionate vacation leave credits shall be earned and credited at the end of each pay period.

Annual vacation leave credits shall be earned at a yearly rate calculated in accordance with the following schedule:

Years of Employment	Working Days Credit
1 full pay period through 10 years	15 8-hour days (0.0577 per hour)
11 years through 15 years	18 8-hour days (0.0692 per hour)
16 years through 20 years	21 8-hour days (0.0808 per hour)
21 years on	24 8-hour days (0.0923 per hour)

A regular part-time, seasonal, intermittent or temporary employee is entitled to prorated annual vacation leave benefits after working the qualifying period of six (6) months. A short-term employee does not earn annual vacation leave credits.

An employee does not accrue annual vacation leave for hours in an unpaid status, on workers' compensation, or based on hours in an overtime status. Annual vacation leave credits may not be accrued to a total exceeding two (2) times the maximum number of days earnable annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first ninety (90) days of the next calendar year or be forfeited.

Vacations are given for the benefit of the employee and cannot be converted to cash. An employee who terminates employment for a reason not reflecting discredit on the employee and who has worked the qualifying six (6) month eligibility period may receive cash compensation for the unused annual vacation leave accrued. The pay attributed to the accumulated annual vacation leave is computed based on the employee's salary or wage at the time the employee terminates employment with the County.

Vacations must be submitted in writing and must be approved by the Road Superintendent in writing, and be scheduled as soon as possible in the calendar year and entered on the Department vacation calendar. Vacation requests will be granted taking into consideration the best interests of the Department and the employee.

Section 2. Sick Leave. Employees are entitled to sick leave benefits as set forth for all public employees in Sections 2-18-618 and 617 M.C.A.

After continuously working the qualifying ninety (90) day period, each full-time employee is entitled to and shall ear sick leave credits from the first pay period of employment. Proportionate sick leave credits shall be earned and credited at the end of each pay period.

Full-time employees will be credited with one (1) 8-hour working day per month (0.0462 per hour), up to twelve (12) 8-hour working days per year, for sick leave at regular pay. Part-time, seasonal, intermittent and temporary employees receive prorated sick leave credit. Short-term employees do not earn sick leave.

An employee does not accrue sick leave for hours in an unpaid status, on workers' compensation or based on hours in an overtime status. There are no restrictions as to the number of hours of sick leave credits that may be accumulated. Upon termination of employment and after the qualifying period of ninety (90) days continuous employment has been satisfied, an employee will receive a lump sum cash payment equal to one-fourth (1/4) of the pay attributed to the unused sick leave accrued, provided the employee was not found to have abused sick leave. The pay attributed to the accumulated sick leave is computed based on the employee's salary or wage at the time the employee terminates employment with the County.

Sick leave is for the benefit of the employee who is ill and his/her immediate family as defined in the Big Horn County Employment Handbook and is not intended to be additional time off with pay. Falsification of illness, injury or other authorized claim could become cause for discharge and forfeiture of lump sum payment.

If an employee is under a doctor's care, he/she will obtain a doctor's release prior to returning to work. If the Employer believes the employee is abusing his/her sick leave, the Employer may require a doctor's certification upon the employee's return to work. An employee is required to notify the Employer that he/she will not report to work due to illness as soon as possible prior to his/her scheduled shift. Employees are encouraged to schedule any doctor's appointments on days off or in such a way as to be absent only one half (1/2) day.

Section 3. Military Leave. Upon submission of a copy of any employee's military orders with a formal request for military leave, a regular or temporary full-time employee, who is a member of the organized state militia or the reserve military forces of the United States and who has satisfactorily completed six (6) months of continuous County employment, is eligible to receive up to fifteen (15) working days, with pay, per calendar year of military leave. Any part-time, seasonal, intermittent or temporary employee meeting the above requirements is eligible to receive prorated military leave. An employee who has not completed six (6) months of continuous County employment is not eligible to receive military leave with pay; however, such employee will be given leave without pay to attend cruises, encampments or other similar training upon submission of a copy of his/her military orders with a formal request for such leave.

Section 4. Other Leave With or Without Pay. After the satisfactory completion of the probationary period, leaves of absence, not to exceed ninety (90) days, may be granted for reasons of bona fide illness, pregnancy or for other reasons mutually agreed upon with the County. All leaves are to be requested in writing and shall state the reason for the leave and the dates desired. All leaves shall be granted only in writing. Upon expiration of the leave, or upon two (2) weeks' notification of the employee's intent to return, the employee will be returned to the original position or one equivalent in the employee's classification. If an employee does not return upon the expiration of the leave or any authorized extension by the County, the employee shall be considered as having voluntarily given up the position with the County. All appropriate accrued leaves shall be used before a leave of absence without pay is granted.

Section 5. Holidays. Employees shall be granted the following holidays without loss of pay:

New Years Day - January 1
Martin Luther King Day - Third Monday in January
Presidents Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Columbus Day - Second Monday in October

Veterans Day - November 11
Thanksgiving Day - Fourth Thursday in November
Christmas Day - December 25
State General Election Day (when applicable)

A full-time, regularly-scheduled part-time, seasonal, intermittent or temporary employee, to be eligible for holiday pay, must be scheduled to work on the holiday and/or is in a pay status either the last regularly-scheduled working day before or the first regularly-scheduled working day after a holiday. Work performed on the holiday will be paid at time and one half (1 ½) for hours worked in addition to straight-time holiday pay, unless an alternate holiday off has been arranged. Holiday pay is based on a ten (10) hour day. Short-term employees are not eligible for holiday pay.

Section 6. Bereavement Leave. Employees shall be given leave with pay for funerals of their immediate family as defined in the Big Horn County Employment Handbook. This leave shall be charged to sick leave and/or vacation leave and may not exceed five (5) consecutive working days. All time off after this five-day period shall be charged to vacation leave, if any.

ARTICLE VIII
HEALTH AND MAJOR MEDICAL INSURANCE

All eligible Bargaining Unit employees and dependents will be provided the same group health benefit plans as all other eligible County employees, such plans as may be adopted or modified from time to time by the Board of County Commissioners.

To be eligible for full-time employer-paid health insurance, an employee must be in a pay status of eighty (80) hours or more in a pay period. If in a pay status of less than eighty (80) hours in a pay period, the employee will be considered as part-time for the purposes of any employer-paid health insurance premiums. A part-time employee must work a minimum of twenty (20) hours per week, and intermittent or seasonal employees must average 130 hours or more per month over the lookback period of July 1 to April 1 each year, to be eligible for health insurance coverage.

If either the Federal or Montana State governments mandate any insurance plan or program, the parties agree to meet to discuss their impact upon the Agreement.

The Bargaining Unit shall appoint two (2) Bargaining Unit members to the County's Insurance Committee. An employee shall be paid at his/her hourly rate and the time counted toward the employee's hours worked in that pay period for any time participating in the meetings or activities of the Insurance Committee.

ARTICLE IX
STRIKES AND LOCKOUTS

Section 1. Strikes. During the term of this Agreement, neither the exclusive representative nor any employee shall engage in a strike, defined as any concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of influencing, inducing or coercing a change in the conditions of compensation or the rights, privileges or obligations of employment.

Section 2. Lockouts. The Employer agrees that no lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE X
DISCIPLINE

Discipline will be done in accordance with the Big Horn County Employment Handbook. Should the discipline result in Suspension or Discharge, the employee may pursue the matter through the grievance procedure outlined in Article XI. Employees shall be disciplined only for just cause.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 1. Informal Communication. The parties acknowledge that it is desirable for the employee and his/her supervisor to resolve problems through free and informal communications. Nothing contained in this Agreement shall be construed to prevent an employee from discussing a problem with his/her supervisor without intervention or representation by MFPE representatives.

Section 2. Time Limits. Failure of the grievant or MFPE to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The County'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.

Section 3. Employee Rights. Each employee covered by this Agreement shall have the right to present grievances in accordance with the procedure contained herein, with or without representation. The decision to arbitrate will be subject to MFPE Representation Policy and By Laws.

Section 4. Grievance Defined. A grievance shall mean an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

Section 5. Days Defined. The term "days" used herein shall mean working days, Monday through Friday, excluding holidays as defined in Article VII, Section 5.

Section 6. Preparing and Pursuing Grievances during Working Hours.

An employee may not use paid working time to prepare and/or pursue a grievance. An employee grievant may request to use personal leave (annual vacation leave) or leave of absence without pay to prepare a grievance. A request for use of personal leave or leave of absence without pay must be consistent with the County's policy on leave requests. Time spent by the employee grievant attending a hearing or being interviewed by an investigative officer is considered paid working time, should take place during the employee grievant's regular work hours and shall not exceed eight (8) hours per day.

At the discretion of the County, an employee other than the employee grievant may be allowed to use work time to participate in an investigation or hearing. This time would be considered paid working time if the employee's participation is at the request of the County. Otherwise, an employee will need to request to use personal leave or leave of absence without pay to attend a hearing. All leave requests must be consistent with County policy regulating leave.

Section 7. Grievance Procedure.

An employee must begin the first step of the procedure within fifteen (15) working days of his/her knowledge of the situation. All problems will be settled, whenever possible, at the lowest possible management level.

STEP ONE – An employee and the MFPE Representative, if requested by the employee, will initially attempt to resolve potential grievances informally with the employee's immediate supervisor. It is the responsibility of a supervisor to hear promptly and courteously all grievances registered in good faith by an employee under his/her supervision and to try to clarify misunderstandings and make reasonable adjustments in response to complaints that arise in day-to-day relationships.

STEP TWO- If the situation is not resolved in Step 1, the employee (Grievant) may within ten (10) working days of the Step 1 discussion, submit a written statement (Statement) to the Road Superintendent. A copy of the Statement shall be delivered to the County Human Resources Department. The Statement shall state specifically the formal disciplinary action, law, written rule, policy, and/or procedure violated, when the action occurred, a brief statement of the nature of the alleged grievance, relevant evidence, and the proposed remedy desired by the Grievant. It shall be signed and dated by the Grievant.

Within fifteen (15) working days of receiving the Statement, the Road Superintendent shall prepare and deliver to the employee a written response (Response). A copy of the Response shall be delivered to the Human Resources Department.

The Grievant shall either accept the Response from the Road Superintendent as a satisfactory resolution of the Statement or proceed to Step 3. If the Grievant does not advance the grievance to Step 3 within ten (10) working days of the receipt of the Response, the matter shall be deemed concluded. The parties may, by mutual written agreement, extend the time for the Grievant to either accept the Response or proceed to Step 3. The Road Superintendent's failure to respond within the time limits shall permit the Grievant to proceed to Step 3.

Before proceeding to Step Three, the parties may, by mutual agreement, submit the grievance to mediation.

STEP THREE - If the Grievant is dissatisfied with the Step 2 decision, the Grievant may proceed to Step 3 by filing a Notice of Intent to Proceed to Step 3 (Notice) with the Human Resources Department within ten (10) working days of the receipt of the Response from the Road Superintendent or the Step 2 deadline for the Road Superintendent's response. In addition to the Notice, the Grievant shall deliver to the Human Resource Department a statement (Reply), setting forth why the Response is an unacceptable resolution of the Statement.

The Human Resource Department shall promptly deliver the Statement, Response and Reply to the County Commissioners. The Commissioners or their designee shall have the discretion to investigate the issues, speak with all appropriate parties, and gather other information that may be helpful to the resolution of the grievance.

The Grievant may request a hearing before the Board of County Commissioners when the Grievant files the Notice of Intent to Proceed to Step 3. At such hearing, the Grievant may be represented by counsel or have another party present and may present evidence and examine and cross-examine witnesses. Within thirty (30) working days of the commencement of the Step 3 procedure or the hearing, whichever occurs latest, the Board of County Commissioners will review the matter and will advise the Grievant of the Board's decision.

The Grievant may petition the County Commissioners for an extension of time to prepare for the hearing. Requests for extensions of time must be made no later than five (5) working days after Grievant receives written notice of the date and time set for the hearing with the Commissioners. If the Grievant fails to attend the hearing, the Board shall make a decision based on the evidence available. The Board of County Commissioners' decision will be sent by certified mail to the Grievant and by certified mail to his/her MFPE Representative, if the Union was involved in the process at the request of the Grievant as outlined in Step One.

STEP FOUR - An aggrieved employee who is dissatisfied with the Board of County Commissioners decision may demand Arbitration as defined herein, provided a

notice of appeal is filed in the Big Horn County Human Resources Office within fifteen
(15) days of the receipt of the decision of the Board of County Commissioners at STEP THREE.

Section 8. Arbitration. In the event the aforementioned steps do not result in a resolution of the grievance, the parties shall select an impartial Arbitrator, who shall be agreeable to the Employer and MFPE. In the event that the parties to the dispute are unable to agree upon the selection of an Arbitrator, the Board of Personnel Appeals, Montana Department of Labor and Industry, shall be requested to provide a list of five (5) names. Each party shall alternately strike names with the party bringing the grievance striking the first name, until one name remains and that person shall be designated the Arbitrator. The Arbitrator shall consider the grievance and shall render a decision within thirty (30) days of the date of the hearing. The Arbitrator shall be confined to a decision which is within the framework of the definition of a grievance and which is permitted to be appealed.

Section 9. Final and Binding. The decision of the Arbitrator shall be final and binding on all parties.

Section 10. Limits on Arbitrator. The Arbitrator shall not have the power to detract from, modify or amend this Agreement or any County policy.

Section 11. Cost. Each party shall bear the fees and expenses of the presentation of its own case. The fees and expenses of the Arbitrator shall be shared equally between the parties.

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 1. Severability. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Upon issuance of such a decision, the parties agree to negotiate, in a timely manner, a substitute for the invalidated Article, Section or portion thereof.

Section 2. Administration of the Agreement. Both parties retain all remedies provided to them by law;

however, it is agreed that before either of the parties makes use of these remedies, it will make a reasonable effort to settle the matter through such procedures as provided for by this Agreement.

ARTICLE XIII
DURATION OF AGREEMENT

The term of this Agreement shall be effective on July 1, 2025 and shall expire June 30, 2026. If either party desires to renegotiate the Agreement, it must give written notice not later than April 1, 2026.

Entered into this 11th day of September, 2025.

FOR THE BOARD OF COUNTY COMMISSIONERS, BIG HORN COUNTY, MONTANA	**FOR THE MONTANA FEDERATION OF PUBLIC EMPLOYEES, BIG HORN COUNTY ROAD AND BRIDGE UNIT**
Chairman	Big Horn County Road and Bridge
Commissioner	MFPE Representative
Commissioner	

September 11, 2025

Big Horn County Board of Commissioners
121 West 3rd Room 301
Hardin, MT 59034

Thor Torske
FUF Farms
2514 Corporation Road
Hardin, MT 59034
(406)679-5750

RE: Requesting Procedural Change for Dispatching Big Horn County Rural Fire within the exterior boundaries of the Crow Reservation.

Dear Big Horn County Commissioners,

Thank you for taking the time this morning allowing me to speak as on an agenda item during your September 11th, 2025, board meeting. My request is for this County Commission to reconsider a procedural change that was made during a meeting on April 8th, 2024, with the Crow Agency Fire Management Office requesting that the 'Big Horn County Rural Fire Department cease issuing burn permits to any citizens both enrolled and non-enrolled residing with the exterior boundaries of the Crow Indian Reservation.'

A decision was made to change the dispatching procedure of the Big Horn County Rural Fire Department based on the *opinion* that it is in the best interest of both Bureau of Indian Affairs Crow Agency and Big Horn County, for the Crow Agency Fire Management Prevention Team to manage burn permits within the Crow Indian Reservation. It was stated that the authority fell under 25 CFR 49.123.131.133.

My position is that it is *not* in the best interest of citizens enrolled and non-enrolled to not have Big Horn County Rural Fire dispatched to a wildland fire need within the boundaries of the Crow Indian Reservation.

Incident Timeline: Controlled Burn Straw Bale

8/24/2025

BHC Sherriff call informing of controlled burn 9:41AM

1st 911 10:17AM

2nd 911 11:16AM

Statement of Incident Description:

On the morning of August 24th, I was spraying a field and decided to light a single straw bale on fire in the middle of a summer fallow field to dispose of the bale getting ready to seed wheat. I called dispatch at 9:41 AM notifying of my intent. After the brief conversation I started the bail on fire and waited for it to burn a large fire ring around it, in which I then put out the flames. Upon witnessing there were no concerns and no wind, I continued to spray the remaining portion of the summer fallow field. After a few passes I came up over a ridge noticing that the flames had jumped my fire line. I quickly drove over to the portion of the field that was burning and proceeded to douse the flames with a high flow setting on my sprayer. The wind began to pick up and after about 30 minutes I realized I was not going to be able to put the fire out by myself. I dialed 911 at 10:17 AM requesting County fire support.

I continued to manage the fire by dousing the flames and spraying fire lines around it keeping it at bay. My neighbors began calling offering additional support, and I told them that I didn't need any because it was my knowledge that Big Horn County rural fire was responding.

In what seemed like an eternity, I called 911 59 minutes later inquiring about the response of Big Horn County fire, to which it was stated 'they aren't there yet' by dispatch. Shortly after, one Crow Agency Fire Management vehicle showed on scene and began to manage the fire with a single three-quarter inch hose line. The wind began to pick up and I realized one fire apparatus was not going to be enough, and subsequently the fire reached into my neighbor's freshly harvested stubble field. At that point I knew I needed to hurry back to my farmyard and bring my disc up to the scene. When I got back on scene, there were an additional 3 fire units and the Crow Helitac, along with four of my neighbors managing the blaze. I immediately began to cut a fire line in front of the blaze, stopping it completely before it had the opportunity to get in a drainage where suppression would have been impossible. After stopping the nearly 20-foot-tall flames, I used my disk to cut a fire line around the nearly 200 acre burn scar.

Request for consideration:

1. **Reinstate dispatch of Big Horn County Fire to all wildland fire reports within the exterior boundaries of the Crow Indian reservation.**
2. **Release a public statement outlining the change back to the prior response and Burn Permitting procedure through the county.**

Reason:

1. **25 CFR 49. 123.131.133 (Code of Federal Regulations) states that authority falls under these regulations.**
2. **Fire knows no Boundary, Race, Politics, or Preference.**
3. **As a Fee Owner, Big Horn County Rural Fire has a duty to respond. Taxes are paid for emergency services for Fee Land.**
4. **As a Fee Owner, Crow Agency Fire Management does not have a responsibility to respond to my needs within the boundaries of the reservation.**

Please act upon my request for the good of all citizens of Big Horn County to provide superior fire response to everyone living in the county, working in conjunction with Crow Agency Fire Management to see that fires within Big Horn County are rapidly suppressed before they have the chance to damage life and property.

Respectfully,

Thor Torske

United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
Crow Indian Agency
P.O. Box 69
Crow Agency, MT 59022
Phone (406) 638-2676 Fax (406) 638-2084

Administration
Code 100

April 8, 2024

Big Horn County Commissioners
P.O. Box # 908
Hardin, MT 59034

Dear Commissioners,

Thank you for meeting with the Crow Agency, Fire Management Officer, Mr. Joe Morris on April 8, 2024. As a follow up to the meeting, please take this correspondence as a formal request to cease issuing Burn Permits to any citizens, both enrolled and non-enrolled, residing within the exterior boundaries of the Crow Indian Reservation effective April 8, 2024.

We feel that it is in the best interest of the both the Bureau of Indian Affairs Crow Agency, and Big Horn County for the Crow Agency Fire Management Prevention team to manage burn permits within the Crow Indian Reservation.

This authority falls under CFR 25 49.123., 131, and 133.

If you have any questions or concerns regarding this, please contact, Mr. Joe Morris III, Fire Management Officer by email; joe.morris@bia.gov, or by phone; (406) 638-2247.

Sincerely,

HAROLD BRIEN Digitally signed by HAROLD BRIEN Date: 2024.04.08 15:49:31 -06'00'

Harold J. Brien
Superintendent

cc. George Realbird III, Presiding Officer, District 1
Lawrence Pete Big Hair, District 2
Larry Vandersloot, District 3
Dana Wilson; Acting Administrative Manager, Crow Agency
Diane Leider, Acting Deputy Superintendent, Crow Agency
Joe Morris III, Fire Management Officer, Crow Agency

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 26A

PREAMBLE:

A Resolution of the Board of County Commissioners rescinding Stage I Fire Restrictions.

RECITALS:

In accordance with MCA 7-5-2101(1), the board of county commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to represent the county and have the care of the county property and the management of the business and concerns of the county.

The Board of County Commissioners adopted a resolution, effective July 19, 2024, imposing Stage I Fire Restrictions that were to remain in effect until rescinded.

The danger from forest and range fires on state and private lands within Big Horn County has decreased.

The County Fire Marshall has advised the Board that Stage I Fire Restrictions may be lifted.

THEREFORE:

The Board of County Commissioners resolves that the Stage I Fire Restrictions imposed on August 15, 2025 by Resolution 2025-26 are hereby rescinded, effective immediately.

DATED THIS 11th day of September, 2025, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA

L Big Hair

Lawrence Big Hair, Presiding Officer

George Real Bird III, Member

Larry Vandersloot, Member

ATTEST:

Peri Schenderline

Peri Schenderline
Deputy Clerk and Recorder