

**A G E N D A R E P O R T**

**DATE** October 5, 2004

**ITEM** LABOR AGREEMENT: CITY OF GREAT FALLS/GREAT FALLS POLICE PROTECTIVE ASSOCIATION

**INITIATED BY** Linda Williams, Human Resources Manager

**ACTION REQUESTED** APPROVAL OF LABOR AGREEMENT

**PRESENTED BY** Cheryl Patton, Assistant City Manager

**RECOMMENDATION:** - - - - -

The recommendation is to approve the Labor Agreement between the City of Great Falls and the Great Falls Police Protective Association (PPA).

**MOTION:**

I move that the City Commission approve the Labor Agreement between the City of Great Falls and the Great Falls Police Protective Association, and authorize the City Manager to execute said Labor Agreement.

**BACKGROUND:**

The terms of the proposed agreement extend for a three year period, from July 1, 2004 through June 30, 2007. The economic impact is 3% year 1, 2% year 2 and 3.25% year 3. In year 1, the 3% was distributed as follows: 3% on wages from 7/1/04 - 10/31/04, then wages were reduced by 2% effective 11/1/04 due to the cost to implement the retirement enhancement option also effective 11/1/04.

The changes from the previous agreement are:

1. Article 7, Hours of Work  
Section 7.1 – Hours of Duty  
Language was modified for consistency regarding the 9 and 10 hour shift patterns.
  
2. Article 8, Additional Duty  
Section 8.1 – Overtime  
Subsection a:  
Reference to a 40 hour work week was deleted, and replaced with overtime being paid for hours worked in excess of a regularly scheduled shift (accommodates a 9 hour shift pattern).  
  
Subsection e:  
The word ‘straight’ was added for clarification. It now reads: “Employees called back to work, not as an extension of the regular shift, shall be credited with a minimum of four (4) hours as straight

time worked.”

3. Article 8, Additional Duty  
Section 8.7 – Short Change Over Pay  
This section was deleted.

4. Article 9, Compensation:  
Section 9.1 - Salaries  
Base salaries were increased 3% effective 7/1/04, reduced 2% effective 11/1/04, increased 2% effective 7/1/05, and increased 3.25% effective 7/1/06.

5. Article 9, Compensation:  
Section 9.2 – Longevity Pay  
The language was changed to reflect the negotiated monthly amounts of \$14.00 effective 7/1/04, \$15.50 effective 7/1/05, and \$16.50 effective 7/1/06. The annual maximum amounts added to base pay at 17 years of service were changed to reflect the changes noted above in monthly longevity amounts.

6. Article 9, Compensation  
Section 9.3 – Shift Premium  
The afternoon and night shift differentials were changed to reflect only the current shift differential amounts.

7. Article 10, Holidays  
Section 10.2 – Compensation for Working Holidays  
Language was added to reflect the number of hours earned when required to work on a holiday: 12 hours for an 8 hour shift; 13.5 hours for a 9 hour shift; and 15 hours for a 10 hour shift.

8. Article 10, Holidays  
Section 10.4 – Compensation for Holidays Falling on Vacations and Sick Leave  
The second paragraph of this section was deleted. The remaining language specifies that sick leave and vacation leave will not be charged if a holiday occurs while an employee is on sick leave or vacation leave.

9. Article 17, Health, Safety, Welfare and Other Insurance  
Section 17.2 Health and Accident Insurance

Language was added regarding the retirement enhancement program to reflect the health insurance contribution added to base pay effective 11/1/04.

The contribution rates were changed to reflect City and employee contribution amounts. Language was added that addresses increases during the term of the Agreement. Any increases will be

shared to maintain the City's contribution rate of 90% of the total premium, and the employee's contribution rate of 10% of the total premium.

10. Article 18, Allowances

Section 18.1 Uniforms and Equipment

A new subsection c was added providing for the reimbursement of up to \$500 for body armor (protective vest) at the rate of 10 vests per year.

11. Article 26, Terms, Amendments and Modification of Basic Agreement

The article was changed to reflect the terms of the agreement, from 7/1/04 - 6/30/07.

**A G R E E M E N T**

**BETWEEN**

**CITY OF GREAT FALLS, MONTANA**

**AND**

**GREAT FALLS POLICE PROTECTIVE ASSOCIATION**

**July 1, 2004 - June 30, 2007**

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## **ARTICLE 1**

### **DEFINITIONS**

1.1 **ASSOCIATION**

The Great Falls Police Protective Association, or its designated representative.

1.2 **BARGAINING UNIT**

All sworn personnel of the Police Department of the City of Great Falls, Montana, except lieutenants, captains and the Chief of Police.

1.3 **COLLECTIVE BARGAINING ACT**

The Collective Bargaining for Public Employees Act, Section 39-31-101 through 39-31-409, MCA, 1979, as it exists, as of the date of this Agreement.

1.4 **COMPENSATORY OR COMPENSATED TIME**

The time off to which an employee, at his option, is entitled in lieu of cash payment as permitted by this Agreement.

1.5 **DAY**

The day for each employee shall be the twenty-four (24) hour period commencing at the beginning of his regularly-scheduled shift.

1.6 **DEPARTMENT**

The Municipal Police Department of the City of Great Falls, Montana.

1.7 **EMPLOYEE**

All members of the Bargaining Unit.

1.8 **EMPLOYER**

The Municipal Police Department of the City of Great Falls, Montana.

1.9 **PRONOUN**

Whenever used in this Agreement, each singular number or term shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

1.10 **SHIFT**

The hours per day regularly scheduled for an employee to work.

1.11 **WORK WEEK**

An employee's work week shall consist of one calendar week and shall include no more than seven consecutive calendar days.

**ARTICLE 2**

**PURPOSE**

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana State statutes, this Agreement has as its purpose the promotion of harmonious relations between Employer and Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, fringe benefits, officer safety and other conditions of employment.

**ARTICLE 3**

**RECOGNITION**

Employer recognizes Association as the sole and exclusive bargaining agent for all employees for the purposes set forth in this Agreement or in the Collective Bargaining Act.

**ARTICLE 4**

**EMPLOYEE RIGHTS**

4.1 **NON-JEOPARDY AND RIGHT TO ORGANIZE**

- a. It shall be the right of all employees to join and support Association for the purposes of negotiating with Employer, or its duly selected representative, with respect to the subjects of negotiation and to confer or consult on any other matters for the purpose of establishing,

maintaining, protecting, and improving the standards of the Great Falls Police Department and to establish procedures which will facilitate and encourage settlement of disputes, pursuant to the Collective Bargaining Act. Employer agrees that it shall not deprive any employee of the rights conferred by this Agreement or the Collective Bargaining Act.

- b. No employee shall be discharged or discriminated against by Employer for upholding lawful Association activities.

#### 4.2 PROTECTION OF EMPLOYEE RIGHTS

- a. Employer shall give reasonable support to employees in the discharge of their duties.
- b. No employee shall suffer any reduction in this base rate of pay or in any other benefits covered by this Agreement at the date hereof as a result of this Agreement.
- c. No employee shall be discharged or reprimanded, reduced in compensation, suspended or terminated without just cause; excluding, however, probationary employees.
- d. The Manual of Policy and Procedure of the Department as of the effective date of this Agreement provides certain written policies and procedures for the commencement, receipt, handling and disposition of matters relating to discipline of employees as well as complaints against them. Matters relating to disciplinary procedures are set forth in General Order 114 issued January 1, 1989, entitled "Disciplinary Procedures", effective from and after January 1, 1989, encompassing Sections 114.01 through 114.06 inclusive of the Manual. Matters relating to complaints against employees are set forth in General Order 115 issued January 1, 1989, entitled "Complaints--Against Officers and Department", effective from and after January 1, 1989, encompassing Sections 115.01 through 115.08 inclusive of the Manual.

The Employer and Association agree that the referenced General Orders are hereby incorporated in this Agreement by this reference as if fully set forth herein and that no change may be made therein by Employer without such change first having been negotiated with and accepted by the Association.

#### 4.3 HOLD HARMLESS

Employer shall provide insurance protection to defend and indemnify, if necessary, employees for claims, actual or alleged, made against them while acting within the course and scope of their employment, provided that such incidents, damages or acts are not caused by the willful violation of penal statutes, or acts of fraud or conduct contrary to the Manual of Department Procedures. In addition, Employer agrees to abide by all requirements of the laws of the State of Montana relating to its obligation to defend, indemnify and hold employees harmless while acting within the

course and scope of their employment.

4.4 PERSONNEL FILES

- a. Employees shall have the right to review the contents of any personnel file maintained regarding them by Employer or any agent or representative of Employer. One copy of any material placed in an Employee's file shall be made available to him upon request.
- b. All items in any such file shall be identified as to source.
- c. The Employee shall have the right to answer any material filed and his answer shall be placed in the same personnel file. The answer shall succinctly state the Employee's position and shall not be unduly lengthy or burdensome.

4.5 UNLAWFUL TERMINATION

Employer will not terminate nor separate an employee from his employment in an attempt to circumvent the provisions of this Agreement.

**ARTICLE 5**

**ASSOCIATION RIGHTS**

5.1 AFFIRMATIVE ACTION POLICY

Association agrees that this Agreement is subject to the Affirmative Action Policy of Employer and that cooperation will be given to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of race, color, religion, sex, national origin or public assistance status.

5.2 MEMBERSHIP

All employees covered by this Agreement who are or become members of the Association on or after the effective date of this Agreement shall maintain their membership in good standing with the Association.

5.3 REPRESENTATION FEE

- a. Membership in the Association shall be separate, apart and distinct from assumption by each employee of his equal obligation to supply the financing of the cost of collective bargaining

from which the employee receives benefits equal to those received by Association members. It is recognized that the Association is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. Inasmuch as the terms of this Agreement have been made for all employees in the bargaining unit and all employees derive benefit thereunder, each employee in the bargaining unit shall as provided in this subsection assume his fair share of the obligation along with the grant of benefits contained in this Agreement.

- b. Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of his attainment of the rank of Police Officer, shall as a condition of employment, pay as a representation fee to the Association, and amount equal to the Association dues.
  - 1) The Association will certify to Employer, the current rate of Association membership dues.
  - 2) Requests for initiating deductions for the personal representation fee shall be submitted on a form signed by the employee within the above-defined thirty (30) day period.
  - 3) Deductions shall be under the same conditions and schedules as the deductions for Association membership dues prescribed in Article 5.4 of this Agreement.
  
- c. In the event that an affected employee does not pay the representation fee directly to the Association, or authorize such payment through the payroll deduction plan, Employer, upon notification from the Association, shall immediately cause the termination of employment of such employee unless it has been established that said employee is a member of a bona fide religious sect, or division thereof, whose established and traditional tenets or teachings oppose a requirement that a member of such sect or division thereof join or financially support any labor organization.
  - 1) Employees who qualify under the religious sect or division thereof classification of this section shall be governed by the provisions of MCA Section 39-31-204.
  - 2) The parties expressly agree that the failure of any employee to comply with the provisions of this article is just and reasonable cause for discharge from employment, and any employee (not otherwise exempt as allowed herein) shall be discharged for such failure upon the expiration of said thirty (30) days.
  - 3) The Association shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.

- d. The provisions of this subsection 5.3 shall not apply to any existing employee who is not a member of the Association, but shall apply to all current members thereof and all future employees.

#### 5.4 DUES ASSIGNMENT AND PAYROLL DEDUCTION

- a. Payroll deductions shall be made by Employer for Association membership dues and for the representation fee.
  - 1) Deductions for Association membership dues or for representation fees shall be initiated by submitting to Employer a written authorization therefor signed by each individual employee wishing to effect such deductions. Said deductions shall continue in effect from year to year pursuant to such written authorization unless revoked by written notice by the employee to Employer and to Association during the calendar month of July of any year.
  - 2) Employer shall deduct in equal installments, such dues from each regular salary check of all employees whose authorizations are on file with Employer.
  - 3) All monies deducted by Employer for Association membership dues and personal representation fees shall be remitted to the Treasurer of the Association within five (5) working days.

#### 5.5 ASSOCIATION BULLETIN BOARDS

Employer agrees to provide suitable space for the Association Bulletin Boards. Postings by the Association on such boards is confined to official business of the Association.

#### 5.6 ASSOCIATION BUSINESS

Employer recognizes a negotiating committee from the Association not to exceed five (5) members and a grievance committee not to exceed one (1) member. Time spent by the negotiating committee in bargaining on terms and conditions of the contract, as well as other necessary negotiation business, shall be without loss of regularly scheduled time or pay. Discussions with the grievance committee shall also be conducted without loss of regularly scheduled time or pay.

#### 5.7 INFORMATION

Employer recognizes the necessity for the Association to have possession of information to maintain the Agreement and prepare for negotiations.

Therefore, one (1) copy of the materials listed below will be furnished the Association by Employer at no cost within ten (10) days of the receipt of a request therefor, provided such materials are available.

- a. General fund budgets - preliminary and final.

- b. Annual report of Employer setting forth actual receipts and expenditures.
- c. Administrative regulations.
- d. Names, addresses, rank, and general payroll classification of employees in a particular rank.
- e. Any information, statistics and records relevant to negotiations, or necessary for proper enforcement of the terms of this agreement.

The Association, upon written request to Employer, shall also be furnished information or access to information that is of a public nature and is available. For such information Employer may charge the Association for the cost of preparing or providing copies thereof.

## **ARTICLE 6**

### **SENIORITY AND REDUCTION IN FORCE**

#### **6.1 SENIORITY**

Seniority means an employee's length of continuous service with the Department since the date of hire, and shall be computed from the date the employee began such service.

- a. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, in the event of reemployment under Article 6.2 of this Article, previous service shall count towards seniority.
- b. To be absent from the job due to a voluntary leave of absence without pay that exceeds fifteen (15) days will be considered lost time for the purpose of seniority unless the employee worked one hundred (100) hours or more in any calendar month(s) during which the leave occurred; however, previous service upon return to work is counted toward seniority.
- c. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority.
- d. Employer shall post a seniority roster on December 1 and June 1 of each year. Employees may protest their seniority designation through the grievance procedure if they have cause to believe an error has been made.
- e. Absences due to injury in the line of duty shall be considered as time worked for the purposes of determining seniority and granting of any benefits covered by this Agreement.

#### **6.2 REDUCTION IN FORCE**

- a. A Reduction in Force and the term "layoff" as used herein shall be separate and distinct from the terms resignation, retirement and dismissal, and shall mean the loss of an employee's employment with Employer which is the result of any reason other than resignation, retirement or dismissal.
- b. In the event that Employer anticipates that a layoff of employees is to take place, Employer will provide Association with written notification which will include the positions proposed to be affected, the proposed schedule of implementation, and the reasons for the layoff. Said notification shall be at least thirty (30) calendar days before the official action is to be taken. Upon Association request, Employer will make available to Association any data requested which pertains to the layoff determination. Any employee who is to be placed on layoff will be so notified in writing, by certified mail, at least thirty (30) days prior to the effective date of the layoff. The Association will be provided with a listing of the employees being notified of the layoff.
- c. Layoffs caused by Reduction in Force shall be in order of seniority; that is, the employee last hired shall be the first released.
- d. No full-time employee shall be laid off while temporary or part-time employees are servicing in the bargaining unit.
- e. All recalls to employment shall likewise be in order of seniority; that is, the last employee released as a result of a Reduction in Force shall be the first rehired, provided the employee is able to meet the physical requirements of the job. The Employer shall notify in writing such employees to return to work and furnish the Association with a copy of such notification. It shall be the employee's responsibility to maintain a current address on record with the Employer for the purpose of such notification. An employee who is notified to report to duty, but fails to notify Employer within fourteen (14) calendar days of his intention to return to work, shall be considered as having forfeited his right to reemployment.
- f. Layoffs and subsequent recall shall not be considered as a new employment affecting the status of previous employees, nor shall it require the placement of reemployed personnel in a probationary status.

## ARTICLE 7

### HOURS OF WORK

#### 7.1 HOURS OF DUTY

The working year shall normally be two thousand eighty (2,080) hours. The regularly scheduled working hours for employees shall be forty (40) hours per week, except for the patrol division that presently works nine (9) and ten (10) hour shift patterns.

#### 7.2 WORK SCHEDULE

The hours of work each day may consist of an eight (8) hour shift which will include thirty minutes for a meal and two fifteen-minute rest breaks midway through the first part of the shift and midway through the second part of the shift.

The hours of work each day may consist of a nine (9) hour shift which will include forty-five minutes for a meal and one twenty minute rest break.

The hours of work each day may consist of a ten (10) hour shift which will include sixty-five minutes for a meal and one twenty minute rest break.

7.3 **SHIFT CHANGE**

The City will notify an employee of a change in a normally scheduled shift as soon as possible in order to minimize any inconvenience the change may cause.

**ARTICLE 8**

**ADDITIONAL DUTY**

8.1 **OVERTIME**

- a. Except as otherwise specifically provided in this Article, employees shall be paid at the rate of time and one-half for all hours worked in excess of a regularly scheduled work shift, and for all hours worked on days off.
- b. Overtime shall be computed to the nearest quarter (1/4) hours starting one minute after the quarter hour begins and extending to the full quarter hour.
- c. Holidays, sick leave, vacation or compensatory time taken during the work week will be considered as time worked when computing overtime.
- d. Employees shall not be required to suspend work during regular schedule hours to prevent overtime accumulation.
- e. An employee called back to work, not as an extension of the regular shift, shall be credited with a minimum of four (4) hours as straight time worked.
- f. No overtime shall be paid for travel time to and from the job.

8.2 **STANDBY**

Employer and the Association agree that the use of standby time shall be minimized consistent with sound law enforcement practices, and the maintenance of public safety. Standby assignments shall be for a fixed predetermined period of time not to exceed eight (8) hours. Employees formally placed on standby status shall be compensated on the basis of four (4) hours straight time pay for eight (8) hours of standby or fraction thereof. If the employee is actually called back to work, normal overtime rules shall apply in addition to the standby premium.

### 8.3 COURT APPEARANCE

In the event that any court appearance before any judicial or administrative body is required, excluding those occurring during regularly scheduled hours or days, the employee shall be paid for a minimum of four (4) hours at the straight time rate. If such court appearance is on a scheduled day off, the four (4) hour minimum will be paid at the time and one-half rate.

### 8.4 PAYMENT FOR OVERTIME

Except as provided in this paragraph, employees may accumulate overtime hours worked without restriction. Each employee shall have the right, at his sole discretion, to elect to receive payment for his overtime work on a cash or compensatory time basis; provided, however, that the maximum amount of compensatory time that can be accumulated shall be one hundred sixty (160) hours. Any hours in excess thereof shall be paid in cash to any such employee. No more than forty (40) hours overtime pay may be requested at one time by any employee.

- a. The dates when employee's accumulated compensatory time shall be granted shall be determined by the Chief of Police or his duly authorized officer.

### 8.5 COMPENSATION FOR TRAINING

- a. Employer agrees to compensate each employee as provided in Article 8.1(a) for all overtime earned as a result of attendance at local in-service training schools and seminars. Compensation shall be by cash payment or compensatory time as provided in Article 8.4 above.
- b. For attendance at in-service training schools, seminars or other meetings authorized by Employer outside the City of Great Falls, Montana, each employee shall be entitled to the per diem allowances provided in MCA Section 2-18-501(1)(b), (4), (5) and (8). In addition, each employee who is required to use personal transportation for travel in the

performance of assigned duties shall be reimbursed at the rate established by Montana law (MCA 2-18-503).

8.6 COMPENSATION FOR ASSIGNMENT TO HIGHER RANK

If any employee is assigned a position normally reserved for an employee of a rank higher than Master Police Officer for a period of four (4) hours or more, that employee assuming that position shall be paid as if he actually held the assumed rank.

8.7 PYRAMIDING

There shall be no pyramiding of overtime pay except as expressly permitted by this Agreement.

**ARTICLE 9**

**COMPENSATION**

9.1 SALARIES

The base monthly salary, from first date of employment, for each class of employee covered by this Agreement shall be as follows: The City proposes to change the pay period from semi-monthly to bi-weekly, if every other unit agrees to the change.

**BASE SALARY**

<b>RANK</b>	<b><u>July 1, 2004</u></b> (3% increase)	<b><u>Nov. 1, 2004</u></b> (2% decrease)	<b><u>July 1, 2005</u></b> (2% increase)	<b><u>July 1, 2006</u></b> (3.25% increase)
Probationary Police Officer	\$2,658	\$2,605	\$2,657	\$2,743
Police Officer	\$2,863	\$2,806	\$2,862	\$2,955

9.2 LONGEVITY PAY

Longevity shall be paid from the first date of employment as a sworn officer of Employer. Compensation therefor shall be at the rate of fourteen dollars (\$14.00) per month, increasing to fifteen dollars and fifty cents (\$15.50) per month effective 7/1/05, and sixteen dollars and fifty cents (\$16.50) per month effective 7/1/06. Longevity pay increases shall become effective upon each employee's anniversary date of employment.

When an Officer of the Great Falls Police Department attains his 17th year anniversary with this Department, his accumulated longevity will be placed on his base salary. This longevity will be at the

rates negotiated in this contract, and shall not exceed \$14.00/month/year of service, not to exceed an accumulated total of \$280.00; increasing to \$15.50/month/year of service, not to exceed an accumulation total of \$310.00 effective 7/1/05; and increasing to \$16.50/month/year of service, not to exceed an accumulated total of \$330.00 effective 7/1/06.

The formula for computing each employee's rate of pay shall be as follows:

Police Officer	= base plus longevity
Senior Police Officer	= base X's % plus longevity
Master Police Officer	= base X's % plus longevity
Sergeant	= base X's % plus longevity

X% =	Senior Police Officer	15%
	Master Police Officer	22%
	Sergeant	35%

9.3 **SHIFT PREMIUM**

An employee who shall be employed for what is commonly referred to as the "afternoon shift" shall receive an additional 35¢/hr. in addition to other salary payments, and any employee who shall be employed for what is commonly known as "night shift" shall receive an additional 50¢/hr. in addition to other salary payments. In each case such additional compensation shall apply only to the hours during which the employee, in a given pay period, is actually serving on the "afternoon shift" or the "night shift" as the case may be.

9.4 **PROMOTIONS AND ROTATIONS**

Eligibility for placement as a probationary police officer and advancement to the rank of Senior Police Officer or promotion to Master Police Officer or Sergeant will be set in Department Policy. Master Police Officer and Sergeant will be identified as a promotion for purposes of seniority. Rotations will also be in accordance with Department Policy.

Any change to this policy shall include or involve the Labor-Management Committee.

9.5 **RATE OF COMPENSATION--LENGTH OF SERVICE**

Upon satisfactory completion of one (1) year of service on the Department as a Probationary Police Officer, an employee shall be paid at a minimum rate of a Police Officer. Upon satisfactory completion of one (1) year of service on the Department as Police Officer, an employee shall be

paid at a minimum rate of a Senior Police Officer.

9.6 **INVESTIGATIVE PAY**

Employees assigned to the Detective Division for a period longer than six (6) months will receive an additional \$25.00/month.

9.7 **HIGH RISK UNIT PAY**

Employees assigned to the High Risk Unit for a period longer than six (6) months will receive an additional \$30/month.

9.8 **DEATH OF EMPLOYEE**

In the event of death of an employee, all sums payable under the terms of this Agreement to the employee, had he survived, including unused sick leave as provided by state law, final pay, vacation and compensatory time shall be paid to the employee's beneficiary designated on a form provided by Employer, or to his estate in the absence of any such designation by employee. The designation of a beneficiary by an employee shall have the same force and effect as if the same disposition had been made by Will by the employee.

The employee, his estate, his designated beneficiary, and any successors and assigns shall indemnify and hold the Employer harmless from any and all claims, demands, or liability arising out of the disbursement of such sums to the designated beneficiary, or in lieu thereof, employee's estate.

**ARTICLE 10**

**HOLIDAYS**

10.1 **SCHEDULED HOLIDAYS**

Employees shall be granted the following holidays:

- a. New Year's Day, January 1;
- b. Martin Luther King Day, 3rd Monday in January;
- c. Lincoln's and Washington's Birthday, 3rd Monday in February;
- d. Memorial Day, last Monday in May;
- e. Independence Day, July 4;

- f. Labor Day, first Monday in September;
- g. Veterans' Day, November 11;
- h. Thanksgiving, fourth Thursday and Friday in November;
- i. Christmas, December 25;
- j. Every day declared a legal holiday by the City Commission;
- k. Every day in which a general election is held throughout the State of Montana;
- l. A personal holiday to be taken within the calendar year earned. Requires prior approval of supervisor. If request is denied, the employee will be paid at the time and one-half rate.

10.2 **COMPENSATION FOR WORKING HOLIDAYS**

Employees required to work on a holiday will be paid at one and one-half (1½) times in addition to their regular rate of pay or an additional twelve (12) hours for an eight (8) hour shift, thirteen and one-half (13.5) hours for a nine (9) hour shift, and fifteen (15) hours for a ten (10) hour shift, will be compensated time granted to the employee by the employee submitting in writing to his/her immediate supervisor for one of the following.

- a. Pay at the negotiated rate of pay.
- b. Compensatory time to be taken at a time mutually agreed upon by the employee and supervisor.

10.3 **COMPENSATION FOR HOLIDAYS FALLING ON DAYS OFF**

Observed holidays which fall on the employee's regularly scheduled day off shall be compensated for on a straight time basis, either by accumulation of compensatory time or by receiving a regular day's pay, at the discretion of the employee, as defined and limited in Article 8.4.

10.4 **COMPENSATION FOR HOLIDAYS FALLING ON VACATIONS AND SICK LEAVE**

Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on a paid sick leave or a paid vacation shall be earned by the employee and not charged as sick leave or vacation.

**ARTICLE 11**

**VACATIONS**

### 11.1 VACATION CREDIT

Each employee is entitled to and shall earn annual vacation leave credits from the first date of employment. For calculating vacation leave credits, two thousand eighty (2080) hours (52 weeks times 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period; provided, however, employees shall not be entitled to any vacation leave with pay until they have been continuously employed for a period of twenty-six (26) weeks. Vacation leave credit shall be earned in accordance with the following schedule:

- a. From first date of employment through ten (10) years of employment at the rate of one hundred twenty (120) hours (the equivalent of fifteen (15) eight (8) hour working days) for each year of service;
- b. After ten (10) years through fifteen (15) years of employment at the rate of one hundred forty-four (144) hours (the equivalent of eighteen (18) eight (8) hour working days) for each year of service;
- c. After fifteen (15) years through twenty (20) years of employment at the rate of one hundred sixty-eight (168) hours (the equivalent of twenty-one (21) eight (8) hour working days) for each year of service;
- d. After twenty (20) years of employment at the rate of one hundred ninety-two (192) hours (the equivalent of twenty-four (24) eight (8) hour working days) for each year of service.

### 11.2 SEPARATION FROM SERVICE OR TRANSFER TO OTHER DEPARTMENT-CASH FOR UNUSED VACATION LEAVE

An employee whose employment with Employer is terminated shall be entitled upon the date of such termination to cash compensation at his then effective rate of pay then in effect for unused accumulated vacation leave; provided, however, if an employee transfers between agencies of the Employer, there shall be no cash compensation paid. In the event of such a transfer the receiving agency shall assume the liability for accrued vacation credits of the employee.

### 11.3 ACCUMULATION OF LEAVE

Vacation leave credits may be accumulated to a total number of days not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation leave credits shall not be forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.

### 11.4 LEAVE OF ABSENCE WITHOUT PAY

An employee may not accrue annual leave credits while in a leave without pay status.

11.5 CHARGES AND CREDITS

Vacation charges and credits shall be charged to the time actually used.

11.6 LEAVES OF ABSENCE

Leave of absence without pay may be used to extend regular vacation, with the prior approval of Employer or its designated representative.

11.7 VACATION DETERMINATION

Vacation shall be determined on the basis of seniority preferences by division and rank.

**ARTICLE 12**

**SICK LEAVE**

12.1 SICK LEAVE CREDITS EARNED

Each employee is entitled to and shall earn sick leave credits from the first date of employment. For calculating sick leave credits 2080 hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of days which may be accumulated.

12.2 QUALIFICATION

An employee may not accrue sick leave credits while in a leave without pay status. Employees are not entitled to be paid sick leave under the provisions of this Agreement until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits the employee has earned.

12.3 USE

Employee shall be allowed to use earned and accumulated sick leave credits for absences from duty without loss of pay due to any one or more of the following:

- 1) Illness;
- 2) Injury;
- 3) Medical disability;
- 4) Maternity-related disability, including prenatal care, birth, miscarriage, abortion and/or other medical care for either employee or child;
- 5) Quarantine resulting from exposure to contagious disease;

- 6) Medical, dental or eye examination or treatment;
- 7) Care of or attendance to immediate family member for any of the above;
- 8) Care of or attendance to other relative for any of the above at the discretion of the Chief of Police or his designee;
- 9) When there is a death in the immediate family, employee may use up to five (5) days of accumulated sick leave for bereavement leave.
  - a. Immediate family is defined as employee's spouse and any member of employee's household, or any parent, child, grandparent, grandchild, or corresponding in-law.

#### 12.4 ELIGIBILITY

Employees are required to follow the following three steps in order to be eligible for use of sick leave:

- a. Report one (1) hour prior to the beginning of the shift to the shift commander on duty or immediate supervisor the reason for absence.
- b. If the absence is for more than one (1) day in length, the employee must keep the shift commander on duty or immediate supervisor informed of the status of the condition.
- c. Employees who claim sick leave when physically and mentally fit unless under specific provision of this Agreement shall be subject to disciplinary action.
- d. If required by Police Chief, employees must submit a proper medical certificate for any absence charged to sick leave.

#### 12.5 TERMINATION OF EMPLOYMENT

An employee whose employment is terminated is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time his employment is terminated. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971, and the payment therefore shall be the responsibility of Employer; provided, no employee forfeits any sick leave rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within Employer's jurisdiction, he shall not be entitled to a lump-sum payment. In such a transfer the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

#### 12.6 RE-EMPLOYMENT

An employee who receives a lump-sum payment pursuant to this Agreement and who is again employed by Employer thereof shall not be credited with any sick leave for which he has previously been compensated.

12.7 MISCELLANEOUS SICK LEAVE PROVISIONS

- a. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave or leave without pay at the employee's option.
- b. Sick leave charges and credits shall be charged to the actual time used.
- c. Medical appointments may be charged to sick leave provided the minimum time charged is not less than one (1) hour. Each absence shall be reported separately and authorized in advance by the employee's supervising officer.
- d. Maternity leave may be charged against sick leave credits.
- e. Illness that occurs during an employee's vacation shall be charged to sick leave. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and shall not be charged to sick leave.
- f. Sick leave credits will be used on a first earned, first charged basis.
- g. In the event an employee becomes incapable of performing the duties of his regular classification through illness or injury, Employer may transfer the employee, with the employee's consent, without loss of pay to a position for which he is qualified provided the change can be accomplished without displacing another employee.

12.8 SICK LEAVE DONATIONS

Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, and needs more time away from work, he/she may utilize his/her accrued annual leave. Members of the Association may donate one (1) day of sick leave to any City employee on an individual basis. Requests for donations must be approved by management. Maximum employee can receive or donate is fifteen (15) days in a calendar year.

12.9 LIGHT DUTY

The department will endeavor to modify duty assignments consistent with documented medical restrictions for employees who have experienced work-related injuries. The department will give the same considerations to temporary modified duty assignments due to non-work-related injuries.

Ordinarily, temporary modified duty assignments shall not be authorized for periods exceeding one year in duration. The Chief of Police may grant an extension after consideration on a case-by-case basis. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances.

## **ARTICLE 13**

### **FAMILY AND MEDICAL LEAVE**

The Family and Medical Leave Act of 1993 entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave in any twelve (12) month period for specified family and medical reasons.

13.1 **LEAVE ENTITLEMENT**: Up to twelve (12) weeks of leave may be taken in any twelve (12) month period. This is computed as twelve (12) months measured forward from the first date leave is used.

13.2 **USE**: Reasons for taking leave: Unpaid leave must be granted for any of the following reasons:

- a. To care for the employee's child after birth, or placement for adoption or foster care;
- b. To care for an immediate family member (spouse, child or parent) with a serious health condition (does NOT include in-laws); or,
- c. To take medical leave when the employee is unable to work because of a serious health condition.

13.3 **SUBSTITUTION OF PAID LEAVE**

- a. If leave is taken for the birth, adoption or foster placement of a child (not medical purposes), the employee can choose or the City can require the employee to use all paid vacation leave or compensatory time before taking unpaid leave.
- b. If the leave is taken for the serious illness of an eligible family member or the employee, the employee can choose, or the City can require the employee to use all paid sick leave and compensatory time before using unpaid leave. If the employee chooses, he/she may also use paid vacation leave before taking unpaid leave.
- c. It is the responsibility of the City to designate leave, paid or unpaid, as FMLA-qualifying, based on information provided by the employee. In no event may such designation be made after leave is concluded, or based on information other than that provided by the employee.

13.4 INTERMITTENT LEAVE AND REDUCED HOURS

- a. FMLA leave can be taken intermittently, in less than full day increments. Reduced hour schedules also require the approval of the Police Chief.

13.5 APPLYING FOR FMLA LEAVE: Employees seeking to use FMLA leave must complete a FMLA Request Form and may also be required to provide:

- a. 30-day advance notice of the need to take FMLA leave when the need is foreseeable, or as soon as possible if the need is not foreseeable, usually within one or two working days of learning of the need for leave;
- b. Medical certification to support a request for leave because of a serious health condition affecting the employee or an immediate family member;
- c. Second or third medical opinions and periodic recertification, at the City's expense;
- d. Periodic reports during FMLA leave on the employee's status and intent to return to work; and,
- e. A "fitness for duty" certification to return to work.

13.6 BENEFITS WHILE ON FMLA LEAVE

- a. HEALTH INSURANCE: The City is required to maintain group health insurance coverage for the employee on FMLA leave on the same terms as if the employee had continued to work. If employees are required to contribute a portion towards the health premium, he/she will be required to pay their share while on FMLA, if in a leave without pay status.
- b. ACCRUALS: If the employee is in a leave without pay status, he/she will not accrue sick leave, vacation leave, compensatory time, or holidays.

**ARTICLE 14**

**MATERNITY LEAVE**

14.1 POLICY

It shall be unlawful for Employer or its agent:

- a. To terminate a woman's employment because of her pregnancy; or
- b. To refuse to grant to the employee a reasonable leave of absence for such pregnancy; or
- c. To deny to the employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of accumulation of disability or leave benefits accrued pursuant to plans maintained by Employer or this Agreement; provided that Employer may

require disability as a result of pregnancy to be verified by medical clarification that the employee is not able to perform her employment duties; or

- d. To require that an employee take a mandatory maternity leave for an unreasonable length of time.

#### 14.2 REINSTATEMENT

Upon return at the end of her maternity leave, such employee shall be reinstated to her original job, if available, or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits.

### ARTICLE 15

#### OTHER LEAVES WITH PAY

#### 15.1 MILITARY LEAVE

Any employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given leave of absence with pay, after six (6) months of employment, the minimum number of days required to fulfill his 15 day military obligation utilizing the military calendar of October 1 - September 30. Such absence shall not be charged against vacation leave credits earned by the employee.

#### 15.2 JURY SERVICE AND SUBPOENA

Each employee who is under proper summons as a juror or witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Such fees shall be applied against the amount due the employee from Employer. However, if an employee elects to charge the time against annual leave, he shall not be required to remit the fees to Employer. In no instance is an employee required to remit to Employer any expense or mileage allowance paid by the court. Employees shall not lose cumulative benefits because of such service.

#### 15.3 BEREAVEMENT LEAVE

With the approval of the Chief of Police or a duly authorized officer, employees may be granted leave, not to exceed four (4) hours to attend the funeral of a member of the Department.

## **ARTICLE 16**

### **LEAVES WITHOUT PAY**

#### 16.1 **ELIGIBILITY**

All employees are entitled to take a leave of absence without pay for good and sufficient reasons with prior approval of the Chief of Police and the City Manager.

#### 16.2 **REQUESTS**

Requests for leave of absence without pay shall be submitted in writing by the employee to the supervising officer.

#### 16.3 **DURATION**

The length of leave without pay will be determined on a individual basis and based on the circumstances involved.

## **ARTICLE 17**

### **HEALTH, SAFETY, WELFARE AND OTHER INSURANCE**

#### 17.1 **INDUSTRIAL ACCIDENT INSURANCE**

Employer shall carry Industrial Accident Insurance on all employees. Each employee must within sixty (60) days, report in writing to Employer any injury in the course of employment. Failure to do so may result in the loss of benefits.

#### 17.2 **HEALTH AND ACCIDENT INSURANCE**

The Employer agrees to provide non-occupational health and accident insurance coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.

Effective 11/1/04, for those employee's in the City's health insurance plan, a City health insurance contribution in the amount of \*\$468/mo. (at a rate of \$234/pay period) will be added to the employee's gross pay. As part of this collective bargaining agreement, employees are required to authorize a payroll deduction from the employee's gross pay equal to the City's contribution of \$468/mo. (at a rate of \$234/pay period). This deduction from the employee's gross pay will be

paid into a fund maintained to provide health benefits for eligible employees. The purpose of including the City's contribution amount of \$468/mo. in the employee's gross pay is solely for the purpose of augmenting the employee's eventual retirement benefit, and is not to result in additional net income to the employee. It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also acknowledged that the inclusion of this contribution in the employee's gross pay does not by its nature affect overtime compensation, future pay increases, or other similar benefits. In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the gross pay affects overtime compensation, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

\*The City's contribution of the composite rate (\$468) will increase with future increases to the composite rate.

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 7/1/04, for each eligible employee covered by this Agreement into the City's Health Insurance Plan. Any additional premium charges after 7/1/04 and all increases in premiums for the duration of this Agreement will be shared to maintain the City's 90 (ninety) percent contribution of the total premium and the employee's contribution of 10%.

Type of Coverage	7/1/04		11/1/04	
	City	Employee	City	Employee
Employee	\$302	\$0	\$ 468	\$0
Employee & Spouse	\$430	\$48	\$ 468	\$48
Employee & Child(ren)	\$407	\$45	\$ 468	\$45
Family	\$565	\$63	\$ 468	\$63

a. The City reserves the right to add to the benefit plan in effect prior to August 1, 1988, with no obligation to negotiate, and retains the right to delete or modify any the added benefits with no obligation to negotiate. cd

Effective 7/1/97, the City reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.

b. The City shall be at the liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

17.3 HEALTH DEATH BENEFIT

If an employees is "killed in the line of duty", the City agrees to pay the health insurance premium for dependents who are on the plan at the time of his/her death for twelve (12) months. The determination as to whether or not an employee was "killed in the line of duty" will be made by the City's workers' compensation carrier.

17.4 UNEMPLOYMENT INSURANCE

Employer shall carry unemployment insurance on all employees as required by law.

17.5 INSURANCE CONTRACTS

All requirements and insurance benefits shall be subject to the provisions of the policy issued by the carrier. Written benefit provisions shall be provided to each employee. Benefits shall continue until the last day of the final month of employment.

**ARTICLE 18**

**ALLOWANCES**

18.1 UNIFORMS AND EQUIPMENT

- a. It is the intention of Employer to assist employees in defraying uniform and equipment expenses, but it is not intended that Employer will bear the cost of such expenses which exceed the allowances described as follows.
- b. Employees shall be reimbursed by Employer for the cost and maintenance of uniforms and equipment required for employees in the course and scope of their employment as follows:
  - 1) Each probationary employee shall be paid (within ninety (90) days of employment) the sum of One Thousand Five Hundred Dollars (\$1,500.00) as a one time allowance toward the cost of initial acquisition of uniforms and equipment.
- c. Employees shall provide the Employer a receipt for the purchase of body armor (protective vest) that has reached its expiration or warranty limits, per the training office schedule. The Employer agrees to pay the amount of the purchase, but not exceed Five Hundred Dollar (\$500.00) per purchase. The Employer agrees to replace ten (10) vests a year beginning this 2004 contract year and continuing each year until a stabilized replacement schedule can be implemented. Any replacement amount exceeding Five Hundred Dollars (\$500.00) shall be born by the Employee.

18.2 LOST OR STOLEN PERSONAL PROPERTY

Employer will repair or reimburse employees up to a maximum of Three Hundred Dollars (\$300.00) for any clothing or other personal property damaged or destroyed as a result of accident or vandalism or assault and/or battery upon the employee suffered in the course and scope of

employment during assigned duty hours. A written notice of the loss or damage must be filed by the employee with his immediate supervisor immediately within the work shift, but no more than five (5) days after the occurrence of the damage or loss or the claim will be forever waived. Receipts for repair or the appraisal of value shall be submitted when reimbursement is requested. There shall be no reimbursement for loss or theft of cash.

## **ARTICLE 19**

### **SHIFT TRADING**

#### **19.1 POLICY**

Consistent with the reasonable operational requirements of the police service to maintain public health and safety, it shall be the policy of the department to permit employees to trade shifts, or a portion thereof, providing no overtime compensation will be paid by Employer and that persons exchanging will be of the same ability or be fully qualified to perform the duties of the rank involved in the trade.

#### **19.2 REQUESTS**

When requested in advance, shift trading of one (1) shift or less may be approved by the Shift Commander. Shift trading in excess of one (1) shift shall require the prior approval of the Chief of Police.

#### **19.3 OTHER EMPLOYMENT**

No days exchanged shall be for the purpose of other employment.

## **ARTICLE 20**

### **MANAGEMENT RIGHTS**

In addition to State law, Employer retains the full and unrestricted right to operate and manage all manpower, facilities, methods and equipment, to establish functions and programs, make and enforce all rules and regulations; to plan and set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structures; to select, direct, assign, control and determine methods, means, organization and number of personnel; to establish work schedules, assign overtime, and to perform any inherent managerial functions not specifically limited by this Agreement. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of Employer to modify, establish, or eliminate.

## **ARTICLE 21**

### **STRIKES AND LOCKOUTS**

The parties hereto pledge their efforts to reach agreement on any difficulties that may arise during the term of this Agreement.

- a. It is mutually agreed that there will be no strikes, lockouts, slowdowns, or cessations of work by either party on account of labor difficulties during the term of this Agreement.
- b. It is agreed that the above provision shall not apply in the event no collective bargaining settlement is reached at the termination date of this Agreement.
- c. It shall be a violation of this Agreement to refuse to cross a picket line to perform police duties.

## **ARTICLE 22**

### **GRIEVANCE PROCEDURE**

#### 22.1 **DEFINITIONS**

- a. Grievance - any dispute which may arise over the application, meaning, or interpretation of this Agreement. An alleged grievance shall be evidenced by a signed, written complaint stating in general terms the nature of the grievance, the facts on which it is based, and the remedy requested.
- b. Aggrieved party - the employee or employees or the Association asserting the grievance.
- c. Parties of interest - the employee or employees or Association asserting the grievance, any person or persons assisting in processing the grievance, any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.

#### 22.2 **PURPOSE**

- a. The purpose of this procedure is to secure, at the lowest possible level, and in an atmosphere of courtesy and cooperation, equitable solutions of grievances which may arise.
- b. Nothing contained in this Article of this Agreement shall be construed to prevent any

employee from discussing a problem with Employer and having it adjusted, provided that any resolution of the problem shall be consistent with terms of this Agreement.

22.3 RIGHTS TO REPRESENTATION

The aggrieved party may, at his option, be present at all meetings and hearings and may be represented at all meetings and hearings at all levels and stages of the grievance procedure by an Association representative.

22.4 TIME LIMITS

All time limits shall consist of working days. The time limit specified may be extended by written, mutual consent.

22.5 PROCEDURE

- a. STEP I Within ten (10) days of the occurrence of the grievance, or within the (10) days of the time that the aggrieved party becomes aware of the occurrence of the grievance, or with reasonable diligence should have become aware of the occurrence of the grievance, the aggrieved party shall present his immediate supervisor with the signed, written complaint and an attempt to resolve the grievance through informal discussion shall be made.
- b. STEP II - If the grievance is not resolved at Step I, the decision may be appealed to the Chief of Police within ten (10) days of the decision at Step I or within then (10) days of the date of the meeting at Step I in the event no decision has been rendered. The Chief of Police or his designee shall meet with the aggrieved party, Association representatives, and other parties of interest within the (10) days to discuss and attempt to resolve the grievance. The decision of the Chief of Police shall be issued in writing to the aggrieved party and to the Association no later than ten (10) days following said meeting.
- c. STEP III - If the grievance has not been resolved at Step II, the decision may be appealed to the City Manager for consideration within ten (10) days of the receipt of the decision at Step II or within ten (10) days of the date of the meeting at Step II in the event no decision has been rendered. Said appeal may be taken by filing a written request therefore with the City Manager. The City Manager shall notify the aggrieved party and the Association if he deems it necessary to meet with them. If a meeting is not held, the City Manager shall render a decision in writing within 15 days. If a meeting is held, the City Manager shall render a decision in writing with 10 days.
- d. STEP IV

- 1) If the grievance remains unresolved at the conclusion of Step III, the grievance may be submitted by the aggrieved party, the Association or Employer for binding arbitration, provided that written notice of the request for submission is delivered to the opposing party within twenty (20) days of the receipt of the decision at Step III or within thirty (30) days of the date of the Step III meeting in the event no decision has been rendered.
- 2) If the parties cannot agree as to an arbitrator within seven (7) days from the date of notification that arbitration will be pursued, the Board of Personnel Appeals shall be called upon to submit a list of five (5) names of arbitrators. Within seven (7) days of the receipt of the list, the parties shall select an arbitrator by striking two names from the list in alternate order, and the name thus remaining shall be forwarded to the board of Personnel Appeals. The Board of Personnel Appeals shall notify the arbitrator of his selection. The date of the arbitration hearing shall be arranged by the arbitrator in consultation with the Employer and the Association. Within thirty (30) days of the date the hearing is closed, the arbitrator shall make an award unless other time limits are required of the arbitrator.
- 3) Rules of procedure to govern the hearing shall be fixed by the arbitrator, and the award, when signed by the arbitrator and submitted to the Association and to the Employer within the prescribed time limits, shall be final and binding and shall be subject to rulings in a court of competent jurisdiction.
- 4) The arbitrator shall have no power to add to, subtract from, or alter or vary in any manner the express terms of this Agreement, nor imply any restriction or burden against either party that has not been assumed in this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted by the parties and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to render any decision which is contrary to or inconsistent with or which modifies or varies in any way applicable rules, laws or regulations, except to the extent that this Agreement supersedes any such rule, law or regulation. No single monetary award by the arbitrator shall exceed the sum of \$400.00 and no collective monetary award by the arbitrator shall exceed the sum of \$1,000.00, except any such award related to required, essential uniform items damaged or destroyed in the performance of necessary services while on duty. The arbitrator shall in no way comment on the amount of award except to specify the amount.
- 5) The fees and expenses of the arbitrator shall be shared jointly and equally by the Association and Employer. Neither party shall be required to pay any part of the

cost of a stenographic record without its consent.

## 22.6 MISCELLANEOUS

- a. The aggrieved party and his immediate supervisor may agree in writing that Step I of the procedure may be bypassed and the grievance processed at Step II.
- b. Grievance meetings and hearings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When scheduled meetings or hearings are held during regularly scheduled duty hours, persons required to participate in the meeting or hearing shall be excused without loss of pay or other benefits.
- c. Reprisals shall not be taken against any person by reason of participation in the grievance process.
- d. Except such matters as would otherwise constitute apart thereof, all documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants and shall be treated as confidential material. These material shall not be reviewed for decisions regarding reemployment, promotion, assignment or transfer.
- e. The established grievance procedure shall be utilized to resolve grievances.
- f. Any claim or grievance filed prior to the expiration of this agreement shall be processed through the grievance procedure until resolution.

## ARTICLE 23

### PHYSICAL EXAMINATIONS

#### 23.1 REQUESTS BY EMPLOYER

If Employer requests a mental or physical examination to determine job fitness, the employee will be provided a physical by a physician at no cost to the employee.

## ARTICLE 24

### SAVINGS CLAUSE

Should any Article, section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article,

section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated Article, section or portion thereof.

## ARTICLE 25

### MISCELLANEOUS

#### 25.1 AGREEMENT AND STANDARDS

- a. This Agreement constitutes the full and complete agreement between the parties.
- b. Mutually recognized benefits now received by employees not covered by the terms of this Agreement or in excess of the minimums set forth herein shall remain in full force and effect, except in the event that the continuation is beyond the power and authority of Employer.
- c. No employee shall be bound by any provision, rule, regulation, express or implied, except as written in this Agreement or other written policy of Employer, or by action of the Legislature of the State of Montana.

#### 25.2 MONTANA STATE LAW

The parties hereto recognize that the Police Department of the City of Great Falls is subject to the laws of the State of Montana that pertain to police departments in cities of the first and second class. In the event that this Agreement conflicts with the laws of the State of Montana, that portion of the agreement shall be null and void and without effect.

#### 25.3 LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee shall be formed and consist of three (3) members from the Association and three (3) from the Employer. The Committee will meet as often as necessary. Any subject of concern to either the Association or Employer may be presented to this Committee.

- a. The City Manager may adopt procedures as part of the Rules and Regulations of the Police Department after review and consideration by the Labor-Management Committee, except that such procedures shall be subject to the terms and conditions of this Agreement.

#### 25.4 DISTRIBUTION

This Agreement shall be printed at the expense of Employer and six (6) copies thereof shall be delivered to the Association within thirty (30) calendar days of ratification by the parties.

## ARTICLE 26

### TERMS, AMENDMENTS AND MODIFICATION OF BASIC AGREEMENT

#### 26.1 TERM

This Agreement shall be effective as of July 1, 2004, and shall remain in full force and effect until the

30th day of June, 2007.

26.2 REOPENING

This Agreement shall be automatically renewed and will continue in full force and effect for an additional period of one (1) year unless either party hereto shall notify the other in writing, no later than May 1, 2007, of its desire to amend, modify, supplement, or add to any provisions of this Agreement and to negotiate over the terms thereof. In such event bargaining shall commence no later than June 1, 2007.

**IN WITNESS WHEREOF**, the Association and Employer have caused this Agreement to be executed in their names by their duly authorized representatives at Great Falls, Montana, this \_\_\_\_ day of \_\_\_\_\_, 2004.

FOR THE CITY OF GREAT FALLS:

FOR THE GREAT FALLS PPA:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

\_\_\_\_\_  
City Attorney