



Item: Labor Agreement between the City of Great Falls and the Great Falls Police Protective Association (GFPPA)

From: City Manager's Office

Initiated By: Linda Williams, Human Resources Manager

Presented By: Greg Doyon, City Manager

Action Requested: Approve Labor Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Great Falls Police Protective Association, and authorize the City Manager to execute the agreement”

2. Mayor calls for a second, discussion, inquiries from the public, and calls the vote.

Staff Recommendation: Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the Great Falls Police Protective Association (GFPPA).

We are pleased to report that the negotiating sessions were respectful, constructive, and completed in only two meetings. Both the City negotiating team and GFPPA lead by Master Police Officer Donny Gerhart, worked to identify key contractual issues first, present options and come to an agreement that benefits the employees and the City.

Background: The previous two-year labor agreement with GFPPA expired June 30, 2009. The terms of the proposed agreement extend the agreement for two years, from July 1, 2009 through June 30, 2011.

The goal of both parties from the onset was to ensure the City's ability to recruit and retain qualified police officers. Market competitiveness is critical when recruiting applicants who compare wages and benefits of other Montana communities. Great Falls is positioned in the middle range of other Class 1 cities. The City has endeavored to remain competitive by periodically conducting salary surveys, making adjustments when necessary, and negotiating collective bargaining agreements that have reasonable wage adjustments.

After reviewing data from other communities, the proposed agreement includes a 2.13% market adjustment for year two.

The major changes from the previous agreement include:

1. Article 8, Section 8.1, Overtime

Subsection “b” was changed to clarify when the 4 hour call back provision applies and when it does not. The 4 hour call back provision does not apply to scheduled work such as court and meetings the officer has advanced notice of that occur one hour before or after their regular shift.

Language was also added to address how an officer should be compensated when required to return to work to complete work that should have been done prior to the end of their shift. If they are notified within one-half (½) hour of leaving, their return to work will be paid as an extension of their shift. If they are notified within one hour of the end of their shift, they will be credited with a minimum of two (2) hours at straight time.

2. Article 8, Section 8.3, Court Appearance

Language was added referencing the change that was made in Section 8.1 (e). When an officer has a scheduled court appearance within one hour before or after the regular shift, it is compensated as an extension of the shift.

3. Article 9, Compensation, Section 9.1, Salaries

Effective 7/1/09, the wage schedule was increased by 3.25%. The second year increase effective 7/1/10 includes a 1.5% cost of living increase and a 2.13% market adjustment.

4. Article 10, Holidays, Section 10.2, Compensation for Working Holidays

The current language did not address how an officer should be paid when they did not work their full shift on a holiday. Language was added in a new subsection “c” that states employees will not be charged sick, vacation or compensatory time for the hours not actually worked on the holiday.

Management’s rationale for not charging for the use of that time is that it will actually save the City holiday wages by only paying the officer at the overtime wage for actual hours worked on the holiday.

5. Article 13, Family and Medical Leave (FMLA)

Article 13 outlined the Family Medical Leave Act. The detailed language was replaced with references to the City Policy Manual and other FMLA documentation.

6. Article 17, Health, Safety, Welfare and Other Insurance

The contribution rates were changed to reflect City and employee contribution amounts effective 7/1/09, which are the same for all employees. Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

7. Article 18, Allowances, Section 18.2, Lost or Stolen Personal Property

Language was modified and added to address the repair or reimbursement of department issued items as well as personal property that are damaged, destroyed, lost or stolen while in the course and scope of employment. Department issued items will be replaced at market value. Personal property will be replaced up to a maximum value of \$300 (same dollar value as previous contract), provided there was no negligence on the part of the officer. Reimbursement for eyeglasses or contact lenses will be replaced only to the extent they are not covered by the existing vision coverage of the employee health benefit plan.

8. Article 25, Terms, Amendments and Modification of Basic Agreement

The dates were changed to reflect the terms of the two-year contract, 7/1/09 – 6/30/11.

Concurrences: The GFPPA members voted to ratify the proposed agreement on June 22, 2009.

Fiscal Impact: The proposed contract provides for a 3.25% increase in wages effective 7/1/09, and a 3.63% (1.5% COLA and a 2.13% market adjustment) increase in wages effective 7/1/10. The 3.25% effective 7/1/09 is the same as the other bargaining units who have current contracts (MPEA, Fire and Crafts Council).

This is the first labor agreement settled for FY '11. Negotiations are scheduled to begin in July for the other contracts with a 6/30/09 expiration date (IBEW and Painter). The Plumbers' contract expires 12/31/09.

Health insurance rates did not increase 7/1/09. If there are increases in health insurance premiums during the term of the agreement, the increase will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

Attachments/Exhibits:

Proposed labor agreement between the City of Great Falls and the GFPPA
Salary Survey

A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS, MONTANA

AND

GREAT FALLS POLICE PROTECTIVE ASSOCIATION

July 1, 2009 - June 30, 2011

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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.

1.12 WORK DAY

In accordance with MCA 39-4-107, a period of eight (8) hours constitutes a day's work, unless specifically stated elsewhere in this contract.

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 statues, 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 Standards 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 Department Standards, "Disciplinary Procedures", encompassing Sections 590 through 596. 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. Call Back: 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, or time and one-half for actual hours worked, whichever is greater. Call back does not include scheduled work such as court and meetings that the employee has advanced notice of, and occurs one hour or less either before or after the regular shift. Employees required to return to work within one-half (1/2) hour of the end of their shift to complete work that should have been done prior to leaving work will be compensated as an extension of the regular shift; employees required to return to work within one (1) hour of the end of their shift to complete work that should have been done prior to leaving work will be credited with a minimum of two (2) hours as straight time. Employees called to report to work early, within one hour of the beginning of their regular shift, will be compensated as an extension of the regular shift.
- f. No overtime shall be paid for travel time to and from the job.
- g. An employee required to attend local training and meetings, not as an extension of the regular shift, shall be credited with a minimum of four (4) hours as straight time or time and one-half, whichever is greater.

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, (except as provided in 8.1(e) above) 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.
 1. Abide by current standards as set forth in the Fair Labor Standards Act (FLSA);
 2. If manning is limited and it is necessary to post an overtime spot for a compensatory day request, two (2) weeks notice must be given. If the overtime slot is unfilled one (1) week in advance of the requested day off, it will be denied unless agreed upon by both parties.
 3. Granting a compensatory time request when it conflicts with a pre-approved vacation will be at the discretion of the Shift Supervisor.

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

RANK	<u>July 1, 2009</u> (3.25% increase)	<u>July 1, 2010</u> (1.5% increase and 2.13% market adjustment)
Probationary Police Officer	\$3,342	\$3,464
Police Officer	\$3,467	\$3,594

9.2 **LONGEVITY PAY**

Longevity shall be paid from the first date of employment as a sworn officer of Employer. Compensation therefore shall be at the rate of sixteen dollars and fifty cents (\$16.50) per month. 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 \$16.50/month/year of service, not to exceed an accumulated total of \$330.00.

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 FIELD TRAINING OFFICER PAY

Employees assigned to perform the function of Field Training Officer (FTO) will receive \$100.00 for the 1st Phase, \$75.00 for the 2nd Phase, \$75.00 for the 3rd Phase, and \$50.00 for the 4th Phase of the Probationary Officer's training. If an extension of the training is necessary, the officer assigned as the FTO will receive \$40.00.

9.9 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 their regular rate of pay in addition to their regular rate of pay for actual hours worked. When an employee is required to work on a holiday, he/she will earn compensatory time at the rate of twelve (12) hours for an eight (8) hour shift, thirteen and one-half (13½) hours for a nine (9) hour shift, and fifteen (15) hours for a ten (10) hour shift. The employee shall submit a written request 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.
- c. Employees required to work on a holiday who do not work the entire shift will be compensated for the holiday at their regular rate of pay and will receive time and

one-half (1 ½) for actual hours worked on the holiday. The employee will not be charged sick, vacation or comp. time for the hours not worked.

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 six (6) calendar months. See Montana Code Annotated 2-19-611. 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. See Montana Code Annotated 2-18-618.

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, sister, brother, 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-quarter ($\frac{1}{4}$) 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 up to six (6) weeks, not to exceed 240 hours, without medical documentation.
- e. Paternity leave may be charged against sick leave credits up to forty (40) hours regardless of the shift.
- f. 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.
- g. Sick leave credits will be used on a first earned, first charged basis.
- h. 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 eight (8) hours 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 one hundred-twenty (120) hours 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. Ordinarily light duty for a work-related injury will be granted for a one year period from the first day of light duty per injury; however, it generally will not be approved beyond the one year limitation.

The department will also attempt to provide light duty to employees injured off duty; however, personnel with duty related injuries take precedence. The Chief of Police may grant ninety (90) days of light duty in a non-duty related injury or illness. Any extension must be placed in writing, recommended by a supervisor and approved by Human Resources. If the request is not approved, the officer may appeal the decision to the City Manager. These decisions will be based upon the circumstances involved, available positions, and alternative resources available to the employee.

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 (FMLA)

- A. As referenced in the City Policy Manual.
- B. As referenced in FMLA documentation.

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;
- b. To refuse to grant to the employee a reasonable leave of absence for such pregnancy;
- 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;
- 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/120 hour military service obligation. Such absence shall not be charged against vacation leave credits earned by the employee. Under the terms of this contract refer to State Law, currently MCA 10-1-1009.

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 an 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.

A City health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution."

As part of this collective bargaining agreement, employees are required to participate in the city's health insurance plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the City's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance.

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 the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance contribution in the employee's gross pay should be included in overtime compensation calculations, 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 will increase with future increases to the composite rate during the term of the agreement through 6/30/2011. Any increases in premiums will be shared to maintain the City's 90 (ninety) percent contribution of the total premium and the employee's contribution of ten (10) percent of the total premium.

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 7/1/09, for each eligible employee covered by this Agreement into the City's Health Insurance Plan.

Type of Coverage	7/1/09	
	City Composite Contribution	Employee
Employee	\$783	\$21

Employee & Spouse	\$783	\$80
Employee & Child(ren)	\$783	\$76
Family	\$783	\$105

- 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 or all the added benefits with no obligation to negotiate.

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 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.

- 17.6 The City shall continue to provide safe working conditions and equipment. Safety concerns should be handled at the lowest supervisory level possible. All safety concerns will be brought to the attention of the Bureau Chief. If no solution can be found, then the concern should be addressed through the Chain of Command. If the issue is still not resolved, then the issue will be brought to the Labor Management Committee.

ARTICLE 18

ALLOWANCES

18.1 UNIFORMS AND EQUIPMENT

- a. The Employer agrees to budget annually a minimum of \$5,000 for the full cost of replacement of personal body armor, to be purchased by management.

18.2 LOST OR STOLEN PERSONAL PROPERTY

Employer will repair or reimburse employees at market value for any items either issued by the department or that the employee has received uniform allowance for that is damaged, destroyed, lost or stolen while in the course and scope of employment during assigned duty hours. This does not include repair or reimbursement due to normal wear and tear of clothing, equipment or personal property. Personal property that is damaged, destroyed, lost, or stolen while in the course and scope of employment during assigned duty hours will be replaced up to a maximum value of Three Hundred Dollars (\$300.00) provided there was no negligence on the part of the officer. Reimbursement for eyeglasses or contact lenses will be replaced under this contract only to the extent that they are not covered by the existing vision coverage of the employee health benefit plan. 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

GRIEVANCE PROCEDURE

21.1 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.

21.2 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.

21.3 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.

21.4 TIME LIMITS

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

21.5 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.

21.6 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 materials 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 22

PHYSICAL EXAMINATIONS

22.1 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 23

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 24

MISCELLANEOUS

24.1 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.

24.2 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.

24.3 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 on a quarterly basis or more often as needed. 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.

24.4 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 25

TERMS, AMENDMENTS AND MODIFICATION OF BASIC AGREEMENT

25.1 TERM

This Agreement shall be effective as of July 1, 2009, and shall remain in full force and effect until the 30th day of June, 2011.

25.2 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, 2011, 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, 2011.

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 _____, 2009.

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

Police Comparative Wages

HOURLY - Patrol Officer (Base + Longevity)

Years	Helena 1-Jul-2008	Median 7 Other Entities	Missoula 1-Jan-2009	Kalispell	Bozeman	Great Falls 1-Jan-2009	Difference		Billings	Average	Median "Other" Entity	Highest	Lowest
							(\$'s)	as %					
Step 1 0 to 1	\$ 19,3326	\$ 20,4100 B	\$ 21,17	\$ 20,65	\$ 20,41	\$ 18,68	(\$ 1,73)	-9.26%	\$ 19,63	\$ 20,24	\$ 20,41	\$ 21,17	\$ 19,33
Step 2 1 to 2	\$ 20,3612	\$ 20,8800 B	\$ 21,55	\$ 20,92	\$ 20,88	\$ 19,47	(\$ 1,41)	-7.24%	\$ 20,01	\$ 20,74	\$ 20,88	\$ 21,55	\$ 20,01
Step 3 2 to 3	\$ 21,4382	\$ 21,3600 B	\$ 21,92	\$ 21,10	\$ 21,36	\$ 22,47	\$ 1,11	4.94%	\$ 20,41	\$ 21,25	\$ 21,36	\$ 21,92	\$ 20,41
Step 4 3 to 4	\$ 22,5659	\$ 21,8300 B	\$ 22,30	\$ 21,46	\$ 21,83	\$ 22,57	\$ 0,74	3.28%	\$ 21,64	\$ 21,96	\$ 21,83	\$ 22,57	\$ 21,46
Step 5 4 to 5	\$ 23,7469	\$ 22,6673 G	\$ 22,67	\$ 21,73	\$ 22,31	\$ 22,67	\$ 0,00	0.01%	\$ 22,94	\$ 22,68	\$ 22,67	\$ 23,75	\$ 21,73
Master 10	\$ 24,3539	\$ 24,3539 BI	\$ 24,91	\$ 23,34	\$ 24,80	\$ 24,59	\$ 0,24	0.96%	\$ 23,63	\$ 24,21	\$ 24,35	\$ 24,91	\$ 23,34
Sr Master 15	\$ 24,8989	\$ 25,0600 BI	\$ 25,29	\$ 24,68	\$ 26,58	\$ 25,06	\$ -	0.00%	\$ 25,06	\$ 25,30	\$ 25,06	\$ 26,58	\$ 24,68

2080 hours

round = 0

ANNUAL - Patrol Officer (Base + Longevity)

Years	Helena 1-Jul-2008	Average of 7 Other Entities	Missoula	Kalispell	Bozeman	Great Falls	Difference		Billings	Average	Median "Other" Entity	Highest	Lowest
							(\$'s)	as %					
Step 1 0 to 1	\$ 40,212	\$ 42,097	\$ 44,040	\$ 42,952	\$ 42,453	\$ 38,854	(\$ 3,243)	-8.35%	\$ 40,830	\$ 42,097	\$ 42,453	\$ 44,040	\$ 40,212
Step 2 1 to 2	\$ 42,351	\$ 43,147	\$ 44,820	\$ 43,514	\$ 43,430	\$ 40,498	(\$ 2,649)	-6.54%	\$ 41,621	\$ 43,147	\$ 43,430	\$ 44,820	\$ 41,621
Step 3 2 to 3	\$ 44,591	\$ 44,192	\$ 45,600	\$ 43,888	\$ 44,429	\$ 46,738	\$ 2,546	5.45%	\$ 42,453	\$ 44,192	\$ 44,429	\$ 45,600	\$ 42,453
Step 4 3 to 4	\$ 46,937	\$ 45,674	\$ 46,380	\$ 44,637	\$ 45,406	\$ 46,946	\$ 1,272	2.71%	\$ 45,011	\$ 45,674	\$ 45,406	\$ 46,937	\$ 44,637
Step 5 4 to 5	\$ 49,394	\$ 47,172	\$ 47,148	\$ 45,198	\$ 46,405	\$ 47,154	(\$ 18)	-0.04%	\$ 47,715	\$ 47,172	\$ 47,148	\$ 49,394	\$ 45,198
Master 10	\$ 50,656	\$ 50,351	\$ 51,816	\$ 48,547	\$ 51,584	\$ 51,147	\$ 796	1.56%	\$ 49,150	\$ 50,351	\$ 50,656	\$ 51,816	\$ 48,547
Sr Master 15	\$ 51,790	\$ 52,626	\$ 52,596	\$ 51,334	\$ 55,286	\$ 52,125	(\$ 501)	-0.96%	\$ 52,125	\$ 52,626	\$ 52,125	\$ 55,286	\$ 51,334

Other communities:	7/1/2009	1/1/2010	7/1/2010
Billings	in negotiations		
Bozeman	3.50%		3.75%
Helena	COLA + 2% Market Adj		Open - wages only
Kalispell	4%		4%
Missoula	3%	3%	
Great Falls	3.25%		3.63%