

# AGREEMENT

Between the

CITY OF BILLINGS, MONTANA

AND

MONTANA PUBLIC EMPLOYEES ASSOCIATION  
BILLINGS POLICE UNIT

For the period of

**JULY 1, 2018- JUNE 30, 2021**

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## **AGREEMENT**

### **PREAMBLE**

This agreement is made and entered into by and between the CITY OF BILLINGS BILLINGS, MONTANA, hereinafter referred to as the “EMPLOYER”, and the MONTANA PUBLIC EMPLOYEES ASSOCIATION/MONTANA FEDERATION OF PUBLIC EMPLOYEES BILLINGS POLICE UNIT hereinafter referred to as the “UNION”. It is the purpose of this agreement to set forth the terms and conditions to which each party is bound and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party. The rights of the Employer and the Union shall be respected, and the provisions of the Agreement shall be observed through the orderly settlements of questions arising from it.

For the purpose of this Agreement, the term “collective bargaining” shall be defined as to include any questions concerning wages, fringe benefits, and working conditions. The Employer and the Union furthermore agree to accept their mutual responsibility to ensure Equal Employment Opportunity in all aspects of employment as set forth in this Agreement.

## **ARTICLE I**

### **Recognition**

The BILLINGS POLICE UNIT, hereinafter referred to as the “Union”, is hereby recognized by the CITY OF BILLINGS, MONTANA, hereinafter referred to as the “Employer”, as the sole bargaining agent for the Police Personnel in the Billings Police Department, as determined by the State Board of Personnel Appeals. For the purpose of this Agreement, a Police Officer (Employee) shall be defined as a full-time sworn officer of the Billings Police Department, who is a peace officer with arrest authority and is working at least, but not more than, forty (40) hours per week, except as overtime as addressed later herein. Newly sworn Police Officers of the City of Billings shall be entitled to the benefits of this Agreement upon employment with the City of Billings.

## ARTICLE II

### Management Rights

- A. The Union recognizes the prerogative of the City to operate its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City, and in such areas as, but not limited to, the following to-wit:
1. Directing employees;
  2. Hiring, promoting, transferring, assigning and retaining employees;
  3. Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;
  4. Maintaining the efficiency of government operations;
  5. Determining the methods, means, job classifications, organization, and personnel by which operations of the City of Billings are to be conducted;
  6. Taking whatever actions may be necessary to carry out the mission of the City of Billings in situations of emergency;
  7. Establishing the methods and means by which work is to be performed;
  8. Establishing reasonable or ordinary work rules and policies;
  9. Scheduling overtime work as required, in a manner most advantageous to the City and consistent with its requirements; and
  10. The Employer shall have up to one (1) year after an employee begins duty to determine his/her satisfactory performance in any position covered by this Agreement and may dismiss such employee without cause during such probationary period.
- B. The Union recognizes that the Employer has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members.

### ARTICLE III

#### **Grievance & Arbitration Procedures**

- A. A grievance is defined as a dispute or a difference of interpretation between a non-probationary employee(s) and the Employer involving economic issues or disciplinary actions as expressly provided in the terms of the Agreement. Disciplinary actions involving written warning/reprimand letters, suspension, or discharge shall be grievable; all lesser disciplinary actions are not grievable. If a number of employees have a grievance involving the same issue(s), the grievance shall be filed as one (1) joint grievance.
- B. Employees designated by the Union as Stewards must be certified in writing to the Employer. A steward shall be authorized a reasonable amount of time to process a grievance during regular work hours provided the Steward has the Supervisor's approval and does not disrupt the work of others. A Steward, who cannot be released upon request due to work requirements, will be released as soon as work permits, but no later than the beginning of his or her next scheduled shift. An updated steward list shall be provided to City Human Resources in January of each year. The Union also agrees to supply an updated steward list anytime during the calendar year that the City requests such an update in writing.
- C. Failure to comply with the established formal procedures provided in this Article shall constitute a waiver to continue the grievance and/or arbitration procedures by the party in default. If the Employer fails to respond to a grievance, it shall be automatically moved to the next step.
- D. All disputes, controversies, or claims arising out of or relating to this contract must first proceed through the grievance procedure (section E) of this agreement before advancing to arbitration or an alternative review process.
- E. Grievance Procedure:  
Step 1: An employee who has a grievance shall meet and submit the grievance, in writing, to his/her supervisor and shall provide a copy to the Captain in charge of the

Office of Professional Standards. The written grievance must contain the following minimal information:

1. The name and signature of the grievant (the signature requirements shall be waived if the grievant is physically unable to sign the grievance form);
2. The date the grievance occurred;
3. The issue and nature of the grievance;
4. The terms of the Agreement in dispute; and
5. The adjustment sought.

Grievances must be initiated no later than ten (10) business days after the grievable act occurred or the first opportunity to have reasonably had knowledge of its occurrence. The supervisor's response to the grievance shall be in writing and within ten (10) business days of the Step 1 meeting.

Step 2: The employee and Steward shall notify the Union Field Representative of the results of the Step 1 meeting. The formal grievance must be filed within ten (10) business days of the receipt of the Step 1 response with the Chief of Police or his designee. The grievance will also include the date the grievance was discussed with the supervisor, the name and title of the supervisor, and a brief description of the result of the meeting. Within ten (10) business days of receipt of the grievance, a meeting to discuss the grievance will be held between the key individuals including at minimum: the employee, the Union representative, and the Police Chief or a designee. The Police Chief or a designee will set up this meeting and will respond to the grievance in writing within ten (10) business days after the meeting is held.

Step 3: If the grievance is not resolved at Step 2, then the Human Resources office will set up a meeting between the Police Chief or designee, the City Administrator, the Union representative, and the Human Resources Director (or designated representative) to discuss the grievance. The City Administrator will respond in writing with an answer to the grievance within ten (10) business days - after the Step 3 meeting.

**F. Election of Remedies:**

After completing the grievance procedure (section E) of this agreement:

- 1) The Grievance Committee shall decide if the grievance has merit and may move to the arbitration procedure (section G) of this article.
- 2) If the grievance is not resolved based on management's response in Step 3, the Union may, within ten (10) business days of the City Administrator's response, notify the Human Resources Manager in writing of the Union's intention to submit the grievance to final and binding arbitration under Section G.
- 3) If an alternative review process is elected, an employee waives all rights for review of his/her grievance through this Agreement's arbitration procedure (Section G.)

**G. Arbitration Procedure:**

The Union shall request the Federal Mediation and Conciliation Service, the Montana Department of Labor, or the American Arbitration Union to provide a list of five arbitrators. The parties shall, within fifteen (15) business days of the receipt of the list, select the arbitrator by the method of alternately striking names with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the arbitrator. The arbitrator chosen will be contacted immediately and asked to start proceedings at the earliest possible date. During the arbitration proceedings, all evidence shall be presented. The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall not have the power to alter the terms of this Agreement, City Ordinance, State, or Federal Law. The arbitrator's decision shall be within the scope and terms of this Agreement, and he or she shall be requested to issue his/her decision within 30 calendar days after the conclusion of the proceedings, including filing of briefs, if any. Expenses for the arbitrator's services shall be borne equally by the City and the Union.

**H.** Other persons may replace any position mentioned in the above procedures, so long as the other party is notified in advance and provided that such appointee has full authority to act in the capacity of the person replaced.

**I.** It is understood and agreed that when an employee files a grievance, the act of



filing such a grievance shall constitute his/her authorization to the Employer to reveal to the participants in the grievance and/or arbitration procedures any and all information available to the Employer relating to said grievance. Such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

- J.** Time limits at any stage of the grievance and/or arbitration procedures may be extended by written mutual agreement of the parties at that step.
- K.** Business days shall be defined as Monday through Friday, excluding recognized City of Billings' Holidays.

#### **ARTICLE IV**

##### **Dues Assignment**

- A.** The Employer agrees to accept and honor an employee's voluntary written assignment of wages for payment of Union dues or equivalent contributions in the amount specified by the Union. The Union agrees that all deductions and any future changes will be consistent and uniform for all members covered by this Agreement.
- B.** The aggregate deduction will be remitted, together with an itemized list of individual employee names, contributions, and addresses of record, to the Treasurer of the Union within five (5) working days from the date of the payroll distribution. The list will also contain the names of all new hires and/or terminations.
- C.** The Union agrees to hold the Employer harmless for unintentional errors in the collection of voluntary written assignments of monies.

#### **ARTICLE V**

##### **Hours of Work and Compensation**

- A.** **Hours of Duty**: The normal working hours shall be the equivalent of forty (40) hours per week. The normal working hours shall be four (4) ten (10) hour days. The alternate

schedule for full-time employees shall be five (5) eight (8) work hour days per week, as long as it is mutually agreed to between the Union and the Employer. The Court Officer may work 5-8's or an altered shift such as 4-10's. The hours will be posted prior to annual shift bidding. The daily hours shall be consecutive with the exception of the lunch break, which may normally be granted sometime in the middle of the shift depending upon work demands. Those employees who are assigned to be School Resources Officers shall be allowed to work 5 eight-hour shifts with days off being Saturday and Sunday.

**B. Compensation:** Effective July 1, 2018, the employee's base wage will be as detailed in Attachment A.

**C. Pay for Performance:**

1. Beginning July 1, 2014, in order for an officer to progress to the next vertical step of the pay scale on Attachment A (if eligible), and/or receive incentive pay for intermediate or advanced certificates, the officer must have received at least a "Meets Expectations" rating in each of the following major categories: Knowledge, Communications, Interpersonal Skills, Use/Care – Equipment/Work Area/Appearance, Investigative Skills, Problem Solving/Decision Making, Initiative, and Officer Safety on the officer's annual performance evaluation immediately preceding the date the raise would take effect. If an officer does not achieve at least a "Meets Expectations" rating in all major categories, then on the officer's next anniversary date the officer will not receive the next vertical step (if eligible), nor receive incentive pay for Intermediate or Advanced Certification pay in that year's annual December payout. At a subsequent annual performance evaluation, if the officer obtains a "Meets Expectations" rating in all major categories, on the officer's next anniversary date the officer will progress to the step commensurate with the officer's years of service and/or receive Incentive/Certification pay (if eligible) in that year's annual December payout. The progression will occur on the officer's anniversary date following the "Meets Expectations" evaluation. If an officer does not obtain a "Meets Expectations" in subcategories, it does not necessarily affect the step increase or the Incentive/Certification pay. Pay for performance does not apply to raises that occur in July of each fiscal year.

2. If it is anticipated that an officer will not obtain a “Meets Expectations” rating in one or more major categories, then the supervisor must advise the officer at least 90 days prior to the officer’s annual performance evaluation and provide a performance improvement plan. If a supervisor fails to do so, then the vertical step (if eligible) and/or Incentive/Certification pay (if eligible) will go into effect as if the employee obtained a “Meets Expectations” evaluation. If the officer then obtains a “Meets Expectations” within those 90 days in all major categories on the officer’s annual performance evaluation, then the next vertical step (if eligible) will be implemented.
3. All commanders will receive an initial 40 hours of training in evaluating officers and related matters.

- D. **Overtime:** Employees required to work more than forty (40) hours per week at the direction of proper City authority shall be compensated in accordance with the Federal Fair Labor Standards Act. This overtime shall be computed to the nearest quarter (1/4) hour starting one minute after the quarter (1/4) hour begins and extending to the full quarter hour. The Employer shall determine the employees to receive the overtime necessary to be worked. When overtime is computed, sick leave, vacation, holiday or compensatory time taken during the workweek, will be considered as time worked. Employees shall not be required to suspend work during regular scheduled hours to absorb overtime.
- E. **No Pyramiding:** Nothing contained in this Agreement shall be interpreted as requiring a duplication or a pyramiding of holidays, call-out, court-time, standby, training time, or any other form of overtime payments involving the same hours of labor.
- F. **Standby Pay:** Authorized standby assignments, consistent with sound law enforcement practices, shall be for a fixed predetermined period of time not to exceed 48 hours. Employees formally placed on standby status shall be compensated on a basis of a ratio of three hours straight pay for eight hours of standby or fraction thereof. If the employee is called back to work, normal callout rules shall apply for actual hours worked.
- G. **Shift Differential:** Those officers required to work the majority of their regularly-assigned shift within the following hours, shall be compensated in addition to their regular base rate accordingly.

Shift Designated as Afternoon Shift	\$1.00 per hour
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Shift Designated as Night Shift

\$2.00 per hour

This differential pay will be included in all hours paid to the officers assigned to the afternoon and night shifts. Officers assigned to the "weekend shift" (6:00 pm Friday to Monday at 6:00 am) shall receive \$.75/hr weekend pay.

- H. Short Shift Change Over Pay:** Any employee required by the Employer or any employee who volunteers and is approved to work two full shifts without benefit of a break equivalent to a full shift's time off in between the work shifts, shall be paid an additional four (4) hours pay at the overtime rate of pay. Mandatory training will be paid per this article. Annual January shift changes and scheduled court time, as described in Section J of this contract, shall be excluded from short change over pay unless the court appearance extends beyond four (4) hours. An employee is not eligible for short shift change over pay as a result of working voluntary extra duty (such as Mustangs games, parades, athletic events, etc.) in conjunction with a normal shift.
- I. Minimum Staffing:** All shifts will be manned at a minimum of one (1) officer per beat per shift.
- J. Court Time Pay:** Any Union member who is required by the proper authority to be in Justice of the Peace, Municipal, District, or Federal Court, (excluding Civil Court) during his/her off-duty hours that are not an extension [within one and one-half (1-1/2) hours] of his/her regular shift shall be compensated for a minimum of four (4) hours at the overtime rate of pay. Hours for court appearances that are extensions of the regular shift will be paid at the overtime rate for actual hours worked. Court time pay is compensation for actual hours spent in court, not payment for each court appearance in the same day. Each member who is scheduled to appear in Municipal Court must call the dedicated recorded phone line after 1:30 p.m. on the last normal court day preceding the scheduled trial day. If the trial is canceled but not listed by 1:30 p.m. the last normal court day preceding the scheduled trial day the member is entitled to the minimum hours for court time. If the member fails to contact the dedicated recorded phone line and the trial is canceled, the member shall not be entitled to the minimum court time pay. Additionally, any officer normally scheduled to work, who has been approved leave for that day, shall receive a minimum of two (2) hours pay to be credited to the leave bank they have used on their time sheet for that day if subpoenaed for court.

**K. Compensatory Time:** Employees may accumulate compensatory time in lieu of cash payment at their option for actual time worked in overtime, holidays, mandatory training, and/or required court appearances. The maximum amount of compensatory time that can be accumulated shall be 280 hours. Employees can cash out, except as outlined below, an unlimited amount of accrued compensatory time during any pay period, except that in which it was earned. Cash outs of accrued compensatory time may be done as many times per year as the employee wishes. The employee must provide a written request to Human Resources, and cash out is done on a per pay period basis.

If an employee is disciplined in the form of suspension days without pay, by mutual consent of the employer and employee, the suspension days may be traded for accumulated compensatory time. For example, if an employee is suspended for one day and mutual agreement is reached to trade that day for accrued comp time, instead of the employee actually serving the suspension day and being gone from work, an equivalent number of hours will be docked from that employee's accrued comp time bank. For example, 10 hours comp time docked if the employee normally works a 10 hour shift and then the employee will work the regular shift on the day the suspension would have been imposed.

If an employee is disciplined, and mutual consent to trade the suspension day(s) for comp time is NOT reached, the employee shall be restricted from cashing out any comp time during the pay period immediately before, pay period during, and pay period immediately after the initial disciplinary period. For example, if an employee is suspended for 4 days and the employer splits the days up between two different pay periods (such as two days one pay period and two days the next pay period), the restriction on cashing out comp time would only apply to the first pay period in which the suspension is served.

**L. Call Outs:** An employee called back to work, not as an extension of the regular shift, shall be compensated for a minimum of three (3) hours at 1-1/2 times the regular rate of pay. If an employee receives a call to return to work within 1 ½ hours of his/her shift, it

is considered an extension of shift. No overtime shall be paid for travel time to and from the job.

- M. **Negotiator's Pay:** The City agrees to allow the Union's members to exchange accrued vacation and/or compensatory time for negotiation time.
- N. **Clothing and Equipment Reimbursement:** Plain clothes officers shall receive an annual clothing or police-related equipment reimbursement of \$800. This reimbursement is not intended for undergarments, jewelry, watches, or similar accessories. Any weapon purchased through this reimbursement must be purchased according to department policy or be approved by the department's firearms training supervisor. The officer must follow department policy regarding weapons qualification.
- O. **Equipment Reimbursement:** Uniform officers shall be reimbursed for police related equipment (including boots and overshoes) up to \$450 per contract year.
- P. **Canine Officers:**
  1. Each officer assigned to canine patrol shall be granted one hour of overtime for each non-scheduled workday in order to care for the dog. This agreement shall be retroactive to the day that the officer returns from the dog academy.
  2. As per Article V Section P of the collective bargaining agreement, each officer assigned to canine patrol shall be granted one hour of overtime for each non-scheduled workday in order to care for the dog.
  3. Each canine officer shall be granted one hour per scheduled workday in order to care for the dog, which will cause the officer's scheduled patrol shift to be reduced by one hour. For example, a canine officer assigned to the afternoon shift will begin his/her patrol shift at 1400 and end at 2300 instead of 0000. That final hour will be compensation for care of the dog. If the demands of the job require the officer to work in excess of a nine hour shift, the officer will earn overtime or compensatory time.
  4. Whenever possible, canine officers will not be assigned to fill a beat, but instead be assigned to rove, while remaining subject to dispatch as a primary officer as needed. If two canine officers are on the same shift and one must fill a beat, seniority shall prevail the junior officer will be required to fill the beat.
  5. When a canine officer's duties require him/her to work outside of the regularly scheduled shift, he/she may flex the time or receive overtime or compensatory time as per the officer's preference and with the approval of his/her shift

supervisor. If the canine officer's regular shift would require minimum staffing due to the canine officer flexing his schedule, the canine officer may not be able to flex the shift. If two or more canine officers are on the same shift and want to flex and only one can, seniority shall prevail and the senior officer shall have first choice of flexing.

6. The supervising sergeant of the canine program will have meaningful input in canine officer's evaluations.
7. The frequency of canine team training will be weekly.

**Q. Field Training Officer (FTO):** An FTO during training will receive twenty-five (25) hours of straight compensatory time and four (4) hours of overtime compensation, at time and one half either compensatory time or pay, per month during phase 1, 2, and 3. An FTO during training will receive ten (10) hours of straight compensatory time and two (2) hours of overtime compensation, at time and one half either compensatory time or pay, during Phase 4.

**R. Detective Pay:** Officers that are on three year rotation or permanently assigned to plain clothes positions of General Detectives, CCSIU, or ICAC shall receive one dollar (\$1.00) per hour (\$80 per pay period) in addition to base pay. The stipend will be calculated into the overtime rate in accordance with the Fair Labor Standards Act.

## ARTICLE VI

### Fringe Benefits

#### **A. Vacation Leave**

1. Each employee shall earn annual leave credits. Proportionate credits shall be earned at the end of each pay period. Employees are not entitled to any vacation leave with pay until they have continuously been employed for a period of six (6) calendar months. Credits shall be earned according to the following schedule:

<b>Year of Employment</b>	<b>Working Hours Credit</b>
1 Full Pay Period through 10 years	120
11 Years through 15 Years	144
16 Years through 20 Years	168
21 Years on	192

2. Separation from service or transfer to other departments—cash for unused vacation leave. An employee who terminates his/her employment with the City, for reasons not reflecting discredit on himself/herself, shall be entitled on the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period. However, if an employee transfers between agencies of the same City jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.
3. Unused Vacation Leave may be accumulated to a total not to exceed two (2) times the maximum number of hours earned annually as of the last day of the calendar year. Excess vacation time will be administered according to state law.
4. The dates when an employee may take accrued vacation shall be determined by agreement between the employee and the supervisor.
5. In the event an employee becomes ill while on vacation, the employee may substitute sick leave in lieu of vacation leave for the time the employee was ill, provided that the Police Chief may require a health physician's certification of the illness.
6. Unused vacation leave time shall be paid at his or her regular rate of compensation to the employee or his or her heirs at the time of separation from service or death.
7. It shall be unlawful for the Employer to terminate or separate an employee from his/her employment in an attempt to circumvent the provisions of this agreement.
8. Seniority preference for vacation time:
  - a. From the effective date of annual shift change, after the first of the year, until the fifteenth of February, employees may bid on vacation time by seniority on each shift.
  - b. Up to a total of four (4) vacation time choices may be bid. A vacation choice is defined as a set of consecutive work days off. Each vacation choice is limited to a maximum of 80 hours per choice. The employee must have



sufficient leave accruals or the ability to accrue the amount requested by the time the requested vacation arrives.

- c. Vacation choices will be assigned on a seniority basis on each shift. However, an employee who does not receive his/her first choice will receive his/her second choice (by seniority on each shift) before any member who received his/her first choice is granted a second choice. The same process will be used for third choice and fourth choice.
  - d. After the fifteenth of February, vacation time will be granted on a first-come, first-served basis.
  - e. No requests for first-come, first-served vacation will be processed until after February fifteenth unless it is a request for time that is to be used prior to the fifteenth of February.
  - f. In the event that two employees request vacation after the fifteenth of February at the same time for the same date, seniority will prevail.
9. Maternity/Paternity Leave: For the birth or adoption of a child, the provisions of the Family and Medical Leave Act apply. Time off will first be charged against the employee's sick leave until it is exhausted. Once sick leave is exhausted, the employee will then have time off charged against vacation and compensatory time. Leave without pay will not be authorized until all of sick leave, vacation, and compensatory time is exhausted.

**B. Sick Leave**

- 1. Each employee shall earn sick leave credits from the first day of employment. Proportionate credits shall be earned and credited at the end of each pay period. Credits shall be earned at the rate of one (1) working day (8 hours) for each month of service without restriction as to the number of working days accumulated. Employees are not entitled to be paid for sick leave until they have been employed continuously for ninety (90) days.
- 2. An employee who terminates employment with the City is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to his/her accumulated sick leave. The pay shall be computed on the employee's rate of compensation at the time of termination. An employee who received a lump sum payment, and

who is again employed by the City, shall not be credited with any sick leave earned during previous service. In the event of the death of an employee, a check for one hundred (100) percent of the unused earned sick leave shall be made out to the employee at his/her regular rate of pay.

3. Abuse of sick leave is cause for discipline up to and including dismissal and forfeiture of lump sum payment. Please refer to Article VII – Working Conditions, S. Absence Control.
4. A physician’s certificate may be required by an employee’s supervisor to substantiate a sick leave charge. Such required physician’s certificate shall be furnished by the Employer’s physician at the Employer’s expense.
5. Local medical appointments of the employee may be charged to sick leave. Each absence shall be reported separately and authorized in advance by the employee’s supervisor. Any appointments outside the local area must be approved by the Chief.
6. Maternity/Paternity leave may be charged against sick leave credits.
7. Sick leave charged in excess of earned sick leave may be charged to earned and available leave (vacation, compensatory time, or holiday leave bank) at the employee’s request. Sick leave must be earned prior to its use.

**C. Holidays**

1. Employees shall be granted the following holidays without loss of pay:
  - a. January 1 - New Year’s Day
  - b. Third Monday in January - Martin Luther King Day
  - c. Third Monday in February - President’s Day
  - d. Last Monday in May - Memorial Day
  - e. July 4 - Independence Day
  - f. First Monday in September - Labor Day
  - g. Second Monday in October - Columbus Day
  - h. November 11 - Veterans Day

- i. Fourth Thursday in November - Thanksgiving Day
- j. December 25 - Christmas

In addition to the above holidays, employees shall be granted the following days as holidays without loss of pay: Any additional day declared a legal holiday by the Governor of Montana or the Mayor of Billings with the exception of Sundays which are not otherwise holidays, and any day in an even numbered year in which a State general election is held throughout the State of Montana.

- 2. Employees who work on any of the above referenced holidays shall be compensated at their regular rate of pay plus time and one-half for their normal shift (i.e. officer normally working 4-10 hour days shall receive holiday pay based upon 10 hours, even if training is scheduled for 8 hours). Employees may receive cash payment or compensatory time. If an employee chooses compensatory time, he/she may choose to put the time in the regular compensatory time bank allowed for in Article V Section K or into a holiday leave bank. The maximum number of hours an employee can have in the holiday leave bank is 150 hours. Any time in excess of 150 hours must be either used or the officer must receive holiday pay. The holiday leave bank must be cashed out at the end of each fiscal year. Any or all of this cash out may be invested in one of the City's deferred compensation programs.
- 3. Employees whose regularly scheduled day off falls on the actual holiday and who are not granted another work day and one-half off in lieu of the holiday shall be compensated at their regular rate of pay plus one and one-half additional day's pay. The holiday will be paid on the day that is closest to the workday. If the holiday falls in the middle of an officer's days off, the holiday will be paid on the last working day unless the officer submits written notification one week prior to the holiday that he will be paid holiday pay on the first working day after the holiday. Employees may receive cash payment or compensatory time.
  - a. The Employer shall determine those employees who shall work such holiday time. The Employer may schedule employees an alternate day and one-half off in lieu of such holiday time. That day shall be subject to the same rights and limitations as vacation.

4. Employees will receive a day and one-half off with pay for any holiday that falls during a leave with pay.
5. School Resource Officers (SRO): Holidays for SROs shall be paid at the same rate as those officers working ten (10) hour shifts.

**D. Attendance Incentive**

Employees will be granted one (1) to three (3) days of additional vacation time for each twelve month period (July 1 -June 30) depending upon the employee's sick leave usage. Use of vacation time earned under the Attendance Incentive Plan is subject to the provisions under Article VI Section A Vacation Leave. The maximum of twenty-four (24) hours for employees on eight hour shifts and thirty (30) hours for employees on ten (10) hour shifts will be reduced, hour for hour, for each hour of sick leave the employee has used during each contract year. The amount of incentive will be pro-rated for employees hired during the year.

**E. Emergency Leave and Funeral Leave**

1. In the event of a death in the employee's family, as defined below, the employee may be allowed to use, with the Police Chief's approval, up to forty hours of accrued leave of the employee's choice to be in attendance. If sick leave is used, then Funeral leave does not impact the Attendance Incentive under Article VI, D.
2. In the event an employee's presence is required because of an emergency caused by a major illness or injury to an employee's family member as defined below, the employee may use accrued leave of the employee's choice to be in attendance.
3. Family, for the purpose of this Agreement, shall include: a spouse, any legal dependent, any parent, child, grandparent(s), brother, sister, or corresponding in-law(s).

**F. Jury Service and Subpoena**

Each employee who is under proper summons as a juror or subpoenaed as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the Employer. Juror fees earned during an officer's normal working hours shall be applied against the amount due to the employee from his Employer. However, if an employee elects to charge his juror or witness time against his annual leave, he shall not be required to remit his fees to the Employer. In no instance is an employee required to

remit to his Employer any expense or mileage allowance paid by the court. An employee shall not lose cumulative benefits because of juror or witness service.

**G. Military Leave**

Any employee who is a member of the organized National Guard of the State of Montana or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard shall be given an annual leave of absence with pay, after six (6) months of employment, for attending encampments, training cruises, or similar training programs, not to exceed fifteen (15) working days per calendar year under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee.

**H. Personal Day**

Officers are entitled to schedule a personal day off. This day will be paid at the straight time rate of pay. The day an officer may use as his/her personal day must be scheduled with his/her commander the same as a vacation day. The personal day must be taken by the officer or lost. An officer cannot work on his personal day; it must be a day off.

**I. Leave Without Pay**

1. Employees may request to take leave of absence without pay for good and sufficient reasons in the best interest of the City with prior approval of the Police Chief and the City Administrator.
2. Request for leave of absence without pay shall be submitted in writing by the employee to the Police Chief or his designee. All pay benefits shall be discontinued during the leave, unless otherwise specified by the Police Chief. Health, Life, and Dental Insurance coverage shall continue until the end of the calendar month in which the leave without pay begins. Should an employee return to work in the following month, his/her insurance benefits will remain in full force and effect for that entire month.

**J. General Provisions**

1. An employee may not accrue any leave credits during a continuous leave of absence without pay which exceeds fifteen (15) calendar days.

2. All leaves covered under this Agreement must have prior notification and approval of the employee's supervisor. Leaves shall not be unreasonably denied.
3. All leaves covered under this Agreement shall be charged to the nearest one-quarter (1/4) hour.

**K. Insurance**

1. Health and Life:
  - a. Contribution changes to the City's Health Insurance Plan shall be shared equally (50%/50%) between the employees and the City. Contribution changes can be either increases or decreases. Contribution adjustments can be either in dollars contributed or in modifications to the plan benefits. All modifications shall be with the approval of the Insurance Committee. It is the intent of the Committee to reach the consultant recommended reserve level over a period of time.
  - b. Billings Health Insurance Committee: The City of Billings shall establish a City of Billings Health Insurance Committee to maintain a group health insurance plan for employees of the City of Billings and their dependents. The committee shall consist of 15 members appointed as follows:
    1. Three members of each employee union appointee by each union.
    2. Six members appointed by the City Administrator. One member shall be a retired City employee currently covered by the city health insurance plan.
  - c. The Committee will manage the City Health Insurance Plan and report directly to the City Administrator.
    1. The committee shall meet at least quarterly to:
      - a. Review the existing City group health insurance plan;
      - b. Review the claims experience, projections and plan problems;
      - c. Maintain the plan on a sound actuarial basis;

- d. In conjunction with the City Administrator, be responsible for all changes in plan design, administrators or carriers;
  - e. Establish plan premium rates and cost sharing by both the City and the employees;
  - f. Advise the City Administrator on all other group insurance matters;
  - g. Decisions will be made by a simple majority vote where all members have one vote and can vote by absentee ballot.
2. The committee will periodically reevaluate the plan to make sure the City is receiving the best cost and services.
- d. Coverage shall be extended to all eligible employees and their eligible spouse/dependents, following the period of exclusion provided by the terms of the insurance plan document. All eligible employees and eligible spouse/dependents' participation and coverage shall be solely governed by the terms and conditions of the insurance plan document as signed by the City. Coverage shall be extended to only those employees while in an active pay status. Employees on an approved absence without pay may elect to continue their group coverage by directly paying the City the total premium cost during their absence.
  - e. The agreed upon dollar amount [as discussed in Article VI,K(1)(i)] of the City's portion of the monthly health insurance premium (not including dental, vision, disability or life insurance) shall be added to employee's gross pay subject to the limits described here. The purpose of adding the City's portion of the health insurance premium amount to gross pay is solely to increase the employee's pay for calculating retirement contributions by the Employer, employee and state. Higher gross pay and retirement contributions are expected, but are not guaranteed, to produce a retirement benefit that is greater than without this additional gross pay. The employee recognizes that the added gross pay and his/her required retirement contribution as required by Montana Law may reduce net pay and may have tax implications. Adding the City's portion of the health

insurance premium to gross pay for retirement purposes only does not affect and shall not be included in the computation of any other pay or benefits or the calculation of any rate of pay, including but not limited to the regular hourly rate, any cost-of-living increase, overtime, longevity, certification pay, holiday pay, standby pay, callout pay, short change over pay, shift differential pay, court time pay, degree incentive, or special assignment pay.

- f.** Employees are required to purchase the City's health insurance. Employees shall contribute the Employer's share of the health insurance premium, in the dollar amount identified below, and the employee's share of the health insurance premium to the City for deposit in the health insurance fund. The contribution will be made before local, state or federal taxes are deducted from the employee's gross pay (pre-tax contribution). However, if the employee elects, the contribution will be made after appropriate taxes are withheld from gross pay (post-tax contribution).
- g.** Regardless of tax treatment under Internal Revenue Code (IRC) Section 125, the Employer's portion of the health insurance premium that is being added to gross pay may cause the employee to pay additional taxes, fees or assessments as required by federal or state law regulations. Those taxes, fees, or assessments may include but are not limited to unemployment insurance, workers compensation insurance and Medicare tax.
- h.** At the time of the annual IRC Section 125 election, each employee shall acknowledge in writing that:

  - 1. The Employer-paid portion of the health insurance premium is being added to gross pay solely to increase the employee's pay for calculating retirement contributions by the Employer, employee and state ("added gross pay");
  - 2. The employee recognizes that the added gross pay and his/her required retirement contribution may reduce net pay and may have tax implications;



3. Adding the City's portion of the health insurance premium to gross pay for this retirement purpose only does not affect and shall not be included in the computation of any other pay or benefits or the calculation of any rate of pay, including but not limited to the regular hourly rate, any cost-of-living increase, overtime, longevity, certification pay, holiday pay, standby pay, callout pay, short change over pay, shift differential pay, court time pay, degree incentive, or special assignment pay.
  4. The added gross pay may subject the employee to additional federal, state or local taxes, fees or assessments; and
  5. The added gross pay and increased retirement contributions are expected, but are not guaranteed, to produce a retirement benefit that is greater than without this additional gross pay.
- i. The Union and employees agree that the amount of the Employer-paid health insurance premium that is applied to an employee's gross pay for retirement purposes only will not, under any circumstance, exceed \$800 per month through December 31, 2015. After January 1, 2016, the City agrees to pay an increase of up to fifteen percent (15%) over the previous year, or the actual increase whichever is less. After January 1, 2017, the City agrees to pay an increase of up to fifteen percent (15%) over the previous year, or the actual increase whichever is less. After January 1, 2018, the City agrees to pay an increase of up to fifteen percent (15%) over the previous year, or the actual increase whichever is less. The increase will be added to employee gross pay in each following calendar year for retirement purposes only. This increase shall be limited to the actual increase in the City's portion of the premium. All conditions and restrictions set out in this section, Article VI, K(1)(e) apply regardless of the dollar amount of the City's portion of the premium.
  - j. Employer and employee contributions towards retirement shall be governed by Montana law. If any change in local, state or federal laws, regulations, determinations or rulings change the Employer's costs or

invalidates the intent or application of this provision, it will immediately terminate and the Employer and Union shall meet and attempt to negotiate a new provision that complies with the changed laws or regulations. The Union and employees agree that any grievance involving this section, Article VI,K(1)(e), the contribution as set forth herein or any effects of the contribution shall be subject to the grievance process set out in this agreement and shall be subject to final and binding arbitration. The Union specifically waives the right to address the substance and effect of this Article in any other forum in law or in equity except if an arbitration decision deems the grievance process to be inappropriate to resolve the dispute. If, in the event that this section terminates, the Employer and Union shall meet and negotiate a new provision that converts the Employer's current cost of this benefit to other wages and benefits.

2. Industrial Accident: The Employer shall carry Industrial Accident Insurance on all employees. Each employee must report in writing to the Employer any injury or accident received in the course of employment. Failure to do so may result in the loss of benefits.

**L. Educational Benefits**

**1. Tuition Benefits**

- a. Any employee matriculated into a program of higher education through an accredited postsecondary institution that is listed on the United States Secretary of Education website shall be reimbursed up to 75% of the cost of tuition for all courses approved by the Chief of Police upon furnishing evidence of satisfactory completion of course work, such as submittal of grades.
- b. Officers attending school during the July 1<sup>st</sup> to December 31<sup>st</sup> time period will have until January 15 to submit their grades or other evidence of satisfactory class completion. Officers attending school during the January 1<sup>st</sup> to June 30<sup>th</sup> time period will have until July 10<sup>th</sup> to submit their grades or other evidence of satisfactory class completion.

- c. The tuition reimbursement fund will be set at \$15,000 per fiscal year. Funds will be dispersed twice per year based upon the July 1<sup>st</sup> to December 31<sup>st</sup> and January 1<sup>st</sup> to June 30<sup>th</sup> time frames. One-half of the fund, \$7,500 (seven thousand five hundred dollars), will be dispersed in each time frame. All Officers who meet the criteria above will split the \$7,500 equally up to 75% of each individual officer's respective tuition costs. All approved tuition reimbursement requests from July 1<sup>st</sup> to December 31 will be paid by January 30<sup>th</sup>; all approved tuition reimbursement requests from January 1 to June 30 will be paid by July 30<sup>th</sup>.
- d. At the end of the fiscal year (June 30<sup>th</sup>) if tuition reimbursement funds are left over from either time frame within that same fiscal year, the excess funds will be held and split equally among all officers who submitted during either time frame within that same fiscal year. The left over funds will be distributed equally to each Officer who meets the above criteria and did not receive the full 75% reimbursement during the time frame of submission, because of the number of tuition reimbursement requests submitted. If any funds are left at June 30<sup>th</sup> and all Officers requesting tuition reimbursement have been paid up to the 75% reimbursement, the excess may be used by the police department for other purposes with the approval of the Chief of Police.

2. **Degree Incentive:**

An officer who holds an Associate's Degree shall receive \$25 per pay period. An officer who holds a Bachelor's Degree or higher shall receive \$50 per pay period. The degree must be from an institution of higher learning recognized as accredited in the United States.

## ARTICLE VII

### **Working Conditions**

- A. **Seniority:** Seniority means an employee's length of continuous service within the Department and shall be computed from the date the employee begins such service.

1. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority. Previous service upon re-employment shall count toward seniority.
2. To be absent from the job due to voluntary leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the purpose of seniority; however, previous service upon re-employment is counted towards seniority.
3. 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.
4. An employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.
5. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made. Employer shall post a seniority roster December 1<sup>st</sup> and June 1<sup>st</sup> of each year.
6. Temporary absences due to job related injury shall be considered as time worked for the purposes of determining seniority.
7. Layoffs caused by reduction in force shall be in order of seniority within the department; that is, the employee last hired in the department shall be the first released. Employees who are scheduled to be released shall be given at least twenty-one (21) calendar days' notice. All recalls to employment shall likewise be in order of seniority within the department; that is, the last employees released as a result of a reduction in force shall be the first rehired. All recall rights established herein shall expire at the conclusion of two (2) years from the effective date of the employee's layoff. It shall be the employee's responsibility to maintain a current notification address on record with the Police Chief or his designee. The Union shall also be notified in advance of all recall actions. An employee who is notified to report to duty, but fails to notify the Employer within five (5) calendar days of his intention to report to work shall forfeit his right to re-employment. The City agrees not to lay off any full-time law enforcement officer while active reserve law enforcement officers are continuing to be utilized by the City.

- B. Bulletin Boards:** The Employer agrees to provide suitable space for a Union bulletin board. Postings by the Union on such boards are to be confined to official business of the Union.
- C. Shift Trading:** Upon approval of the supervising officer, subject to review of the Chief of Police, any employee may exchange shifts or trade time with other qualified employees. The practice of exchanging or trading time will be a voluntary program by the employees in order to permit any employee to absent himself or herself from work to attend to purely personal pursuits. (Must use Shift Trade form, see a commander.)
- D. Training:**
- 1. Local In-Service Training:** In-Service training schools, which are scheduled by the Police Department for the employees, will be posted as soon as practicable prior to the school. If schooling is mandatory for promotions, school will be held twice when possible and on different dates if necessary to accommodate the officers, because of the officers' days off and vacations. Anyone wishing to attend a school will submit a letter of request.
  - 2. Out of Area Training:** Employees will be granted leave with pay to attend authorized training out of the area. Mileage shall be paid based upon one vehicle for every three employees in the training.
- E. Voluntary Physical Fitness Program:** The purpose of this program is to promote physical fitness and those wishing to participate in the physical fitness program can do so voluntarily. The Billings Police Department will be offering two physical fitness tests: the Cooper Institute test and the Montana Physical Abilities Test (MPAT). The standards applied to the Cooper Institute test will be those established by the Cooper Institute. It is agreed that the most recent age and gender bias standards available will be applied. Participants must have a minimum score of 40% in each of the following categories: push-ups, sit-ups, sit-and-reach, and either the mile-and-one-half run (Airdyne test with approval) or 300-meter run. The MPAT has a pass or fail time of six minutes and thirty seconds which the Billings Police Department recognizes. Both tests will be administered in the Spring and in the Fall as scheduling and equipment permits. All participants will be awarded a pre-selected item. Compensatory time will be awarded to participants based on their individual scores according to the following scale:

<b>MPAT Time</b>	<b>Cooper Institute</b>	<b>Compensatory Time Award</b>
<b>4:30 m/s or less</b>	<b>85% or higher</b>	<b>30 hours</b>
<b>5:30 m/s or less</b>	<b>80 – 84%</b>	<b>25 hours</b>
<b>6:30 m/s or less</b>	<b>70 – 79%</b>	<b>20 hours</b>
<b>Longer than 6:30</b>	<b>Less than 70%</b>	<b>0</b>

Compensatory time will be awarded once in the Spring and once in the Fall and for only one test even though both tests may be attempted and/or completed. Any adjustments to the fitness standards will be addressed through the Labor-Management Committee.

**F. Service Weapon:** Upon a full service or disability retirement, officers will be given their badge and allowed to purchase their service weapon at fifty percent (50%) of the replacement cost.

**G. Just Cause:**

1. Confirmed officers may be disciplined by the Employer for just cause.
2. Class I Complaint:
  - a. Excessive force, violations of criminal law, breach of civil rights, bias policing, corruption, false arrest, patterns of similar Class II complaints, and other more serious allegations. Typically, Class I complaints will be investigated by the Office of Professional Standards.
3. Class II Complaint:
  - a. Allegations of inadequate service, discourtesy, minor performance issues, improper procedure or other less serious and non-criminal conduct. Typically, Class II complaints will be investigated by the employee's direct supervisor or other patrol commander.
4. The employee and the Union will be notified of any Class I or Class II complaint prior to the employee being interviewed. Within sixty (60) calendar days of initiating a Class I or Class II complaint, the investigation will be submitted to the Chief of Police unless the Chief approves an extension for justifiable and documented reasons. Should an extension be granted, the Office of Professional

Standards will notify the complainant and the employee of the delay and the reasons for said delay. Employees under investigation shall be given weekly updates at their request. A final disposition and any disciplinary action necessary as a result of an investigation will be issued to the employee, and the Union will be notified within thirty (30) calendar days after the final investigative report is submitted to the Chief of Police.

5. A Class II complaint can be moved to a Class I complaint upon investigation.
6. For other than criminal offenses and serious misconduct, the Employer shall use progressive discipline based upon warning letters, suspensions, transfers, and/or discharge. Any officer who has been disciplined, suspended, removed, or discharged by the City Administrator may appeal the decision pursuant to State Law.

(NOTE: The paragraph below is intended to clarify how complaints or potential disciplinary issues will be addressed that occur beyond the confines of the workplace. Its intent is also to establish consistency with all similar incidents while adhering to contractual time lines for disciplinary or potential disciplinary issues.)

7. A complaint will be initiated and held in abeyance until information is available that would call for an appropriate investigation. Upon completion of the investigation, it will be turned over to the Chief of Police for resolution according to contract language above.
8. Any disciplinary notices/letters issued shall be considered in effect for a period of 24 months after issuance. Oral or Verbal warnings and counseling are considered informal progressive discipline and will not be documented in writing in the officer's personnel file.

**H. Job Safety:** Officers shall not be required to use defective equipment. Officers will not be required to carry out orders which are unethical or violate policies/procedures or laws and which would unreasonably endanger their safety. Issues regarding job safety shall be brought to the Police Chief or his designee by the Union for resolution.

**I. Disabilities:**

1. In the event that an employee becomes incapable of performing the duties of his/her regular classification through occupational illness or industrial accident, the Employer may transfer the employee to light duty or with his/her consent, to another agency.
2. Any employee who is injured in the performance of his/her duties as a police officer that renders him/her unable to perform his/her duties as a police officer shall be paid by the employer the difference between his/her salary and the amount he/she receives from Workman's Compensation Insurance until his/her disability has ceased, as determined by the Workman's Compensation Insurance, or for a period not to exceed one year-whichever shall first occur. Whenever, in the opinion of the employer supported by the employer's physician's opinion, the officer is able to perform specified types of light police duty, payment of his/her partial salary amount shall be discontinued if he/she refuses to perform such light duty when it is available and offered to him/her.

**J. Shift Preference:** Individual shift assignments shall be on the basis of seniority preference, except temporary assignments not exceeding three (3) months where necessary to meet department needs. Individual assignments made out of seniority preference, other than that above, shall be made for just cause. Juvenile Detectives and Adult Detectives shall be considered separate entities under this provision.

**K. Bill of Rights:** In an effort to ensure that investigations made by superior officers, as designated by the City Administrator or the Chief of Police, are conducted in a manner which is conducive to good order and discipline, the Union shall be entitled to the protection of what shall hereafter be termed as the "Police Officers' Bill of Rights".

Every employee who becomes the subject of an investigation by the Employer shall be advised at the time of the interview that he/she is suspected of:

- (a) committing a criminal offense;
- (b) misconduct that would be grounds for termination, suspension, or other disciplinary action; or
- (c) that he/she may not be qualified for continued employment with the Department.



The Bill of Rights shall provide, but not be limited to, the following:

1. Whenever a member is under internal investigation, for any reason which could lead to disciplinary action, demotion, or putting anything whatsoever into an Employee's file, such Employee shall be given a copy of the reprimand. Written reprimands will contain space for an Employee's acknowledgement of receipt of said copy. All due process notification letters will, as a minimum, contain a summary of specific allegations, key evidence, statements, and such items as to enable the employee an opportunity to provide a sound, credible explanation of his/her actions with regard to the specific allegations of misconduct.
2. All disciplinary hearings shall be in strict conformity with the applicable law.
3. An Employee shall not unreasonably be suspended pending trial or appeal if such suspension will result in the loss of wages or any other economic benefit. Any suspension shall be for good cause only.
4. Where dismissal, disciplinary transfer, criminal action, or charges are contemplated, such internal investigation or interview shall be conducted under the following conditions:
  - a. The interview shall be conducted at a reasonable hour, preferably at a time when the Employee is on duty, unless the seriousness of the investigation is of such a degree that an immediate interview is required, and if such interview does occur during off-duty time of the Employee being interviewed, he/she shall be compensated for such off-duty time in accordance with regular department procedures.
  - b. The interview shall take place either at the office of the Chief of Police or any other reasonable location.
  - c. The Employee under investigation shall be informed prior to such interview of the rank and name of the officer in charge of the investigation, the interviewing officers, and all persons present during the interview. All questions directed to the Employee under investigation shall be asked by and through no more than two (2) interviewers.
  - d. The Employee under investigation shall be informed of the nature of the investigation prior to any interview and he/she shall be informed of the

names and addresses of all complainants, provided however, that the investigating officer of the complaint may be the complainant. No employee of the Billings Police Department shall assume the role and/or name of the original complainant. This does not preclude any officer of the Department from filing the original complaint.

- e. Interviewing sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods of five (5) minutes duration, provided that no period of continuous questioning shall be longer than twenty (20) minutes of duration without the Employee's consent.
- f. The Employee under investigation shall not be subjected to offensive language or threatened with transfer or disciplinary action. No promise of reward shall be made as an inducement to answering any questions. He/she shall not be subjected by management to visits by the press or news media without his/her express consent.
- g. The complete interview of the Employee, including all recess periods, will be recorded at the request of either party. At the request of the Employee, a copy of the interview shall be furnished to him/her if transcribed and if any further proceedings are contemplated by the Department or any other agency. If a tape recording is made of the interview, the Employee shall have access to the tape if any further proceedings are contemplated.
- h. If the Employee about to be interviewed is under arrest, or is likely to be placed under arrest as a result of the interview, he/she shall be completely informed of his/her Miranda Rights prior to the commencement of the interview.
- i. The Employee shall be notified of the disciplinary action and the reason or reasons therefore prior to the effective date of such action.

L. **Relieved from Duty**: In cases where management chooses to relieve an Employee from duty pending an internal investigation, the following conditions shall prevail.

- 1. Officers will/shall/may be placed on administrative leave if there is reasonable cause to believe allegations of misconduct involve:
  - a. Criminal activity;

- b. Use of excessive force;
- c. Breach of civil rights;
- d. Negligence;
- e. Mis/Mal/Non-feasance;
- f. Disparate treatment;
- g. Sexual harassment;
- h. Officer involved shootings;
- i. Any situation that will adversely affect the public's trust in the department;
- j. Any situation that exposes the officer and city to liability if left on duty; or
- k. Any situation where it is unsafe to leave the officer on duty.

The decision to place an officer on administrative leave will be at the Chief's discretion and will take the above listed factors into consideration. In some instances, consultation with MPEA leadership may be appropriate.

Should disciplinary action result from the investigation, that period of time in which the Employee was relieved from duty may be included in the disciplinary action. In the event that an Employee has been paid for any such relief from duty time and disciplinary action is taken, the Employee's accumulated annual leave or compensatory time may, at the Chief's option, be charged in the amount equal to the paid relief time.

- M. **Arrest**: In the event an Employee is arrested or indicted by a Grand Jury, no photo will be released by the Police Chief or his representative to any media without the express written consent of the Employee.
- N. **Union Representation**: Employees subject to investigation may have a Union representative present, at his/her option, during interviews. If the Union representative is not available for the interview, the Employee shall select another Union officer or official to fill in for the absent Union representative.

- O. Legal Counsel Representation:** Employees may be represented by legal counsel of and at his/her choice. If counsel advises the Employee to answer no questions, this shall not be interpreted as a tacit admission to the allegations. Counsel shall have a participatory role; he/she need not remain silent during the interview(s). The Employee's legal counsel shall be at the employee's expense.
- P. Polygraph:** No Employee will be required to take a polygraph.
- Q. Union Management Committee:** There shall be a Union/Management Committee established. The Union President and the Police Chief shall be permanent members. They shall have the flexibility to appoint members from their respective entities to carry out the function of the committee.
- R. Random Drug Testing:** The Employer and the Union recognize illegal drug usage, misuse of legally prescribed prescription drugs, and misuse of alcohol are threats to the public safety and welfare and to the employees of the Billings Police Department. The Employer and the Union agree to promote the health, safety, and welfare of its employees and the community by maintaining an alcohol and drug-free workplace. The Employer will conduct random drug and alcohol testing of all sworn officers of the Billings Police Department in accordance with the Workforce Drug and Alcohol Testing Act of the Montana Code Annotated and the written policies and procedures issued by the Employer.
- S. Absence Control:**
1. The City recognizes officers are susceptible to illness, injury, and responsible for the care of others, all of which can result in the use of accrued time. Regular attendance at work is a crucial component in delivering quality public services. Officers are expected to report for work as scheduled and attendance is a factor related to job performance. The City is responsible to see that accrued leave benefits are used properly and administered on a fair and consistent basis.
  2. Definitions:
    - a. Sick Leave. Any failure to report for or remain at work as scheduled as a result of illness, disability or injury of the officer, appointments with a doctor, dentist or other professional medical practitioner, quarantine, and

for illness or disability in the officer's immediate family which requires the officer's personal care and attention.

- b. Sick Leave Occurrence is any consecutive period of absence for the same reason. For attendance monitoring, more than one (1) absence for the same reason may also be counted as one occasion.
- c. Monitoring period – Previous 12 months.
- d. The following exemptions are not included as sick leave occurrences:
  - i. Absences resulting because of a verified medical condition will be addressed on a case by case basis;
  - ii. Workers' compensation injuries or illnesses;
  - iii. Qualified Family and Medical Leave Act (FMLA), unless FMLA balance has been exhausted;
  - iv. Approved funeral leave;
  - v. Approved scheduled medical/dental appointments.

**3. Officer Responsibility.**

- a. The responsibility for good attendance lies with the officer.
- b. The officer is responsible to notify the Department that he or she will not be at work. Only extenuating circumstances, such as immediate hospitalization, unconsciousness, etc. will relieve the officer of this responsibility, but it should still be reported as soon as practical.
- c. An officer, regardless of assignment, who is unable to report for work due to personal or family sickness will notify by calling the on duty shift commander or his or her immediate commander no later than 1 hour prior to his or her assigned starting time. The following information will be given by the officer requesting sick leave:
  - i. Reason(s) why sick leave is being requested;
  - ii. Telephone number where the officer can be contacted; and
  - iii. Any scheduled court appearances or Department obligations that will be affected.
- d. An officer will reconfirm his or her sick leave status with the on duty shift commander or his or her immediate commander on a daily basis except

when a written medical excuse from the treating physician is presented to a commander indicating the number of days the officer will be on sick leave.

4. Patterns subject to possible review and action.
  - a. Three (3) sick leave occurrences of any length in the monitoring period;
  - b. Use of any sick leave under false pretenses;
  - c. Three (3) sick leave occurrences in conjunction with:
    - i. Scheduled days off;
    - ii. Legal holidays;
    - iii. Weekends;
    - iv. Same days of the week;
    - v. Immediately following discipline;
    - vi. After working overtime; and
    - vii. After leave request denied.
  - d. Under any reasonable suspicion circumstances; or
  - e. Tardiness on three (3) separate occasions within the monitoring period.
5. Any corrective action taken will be through progressive discipline.

## **ARTICLE VIII**

This Agreement shall become effective on the 1<sup>st</sup> day of July, 2018, and shall continue in full force and effect through the 30<sup>th</sup> day of June, 2021.

Both parties further agree to notify the other in writing, at least 120 days prior to the expiration date of this Agreement that they desire to modify the Agreement. All other Articles, conditions, and past practices in which modifications are not desired by either party herein shall remain in effect subject to final ratification of the total Agreement. This section shall apply only to wages, fringe benefits, and working conditions.

The parties acknowledge that during the negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at by the parties after their exercise of that right and

opportunity are set forth in this Agreement. Therefore, Employer and Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and releases the other from the obligation to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

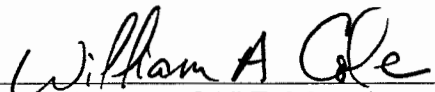
The foregoing waiver shall not be binding if the parties mutually agree to engage in collective bargaining, with respect to a particular subject or matter covered or not covered in this Agreement.

**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 specified Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the Parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof. Any change in City Ordinance passed subsequent to the adoption of this Agreement that would contravene the terms of this Agreement shall not apply during the life of this Agreement.

**IN WITNESS WHEREOF** the parties hereto, acting by and through their respective and duly authorized officers and representatives, have hereto set their hands and seals on this 14<sup>th</sup> day of August, 2018.

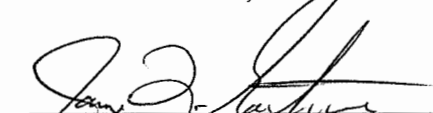
**THE CITY OF BILLINGS**

  
WILLIAM A. COLE, MAYOR

\_\_\_\_\_  
DENISE R. BOHLMAN, CITY CLERK

**THE BILLINGS POLICE UNIT**

  
KEN PAHARIK, PRESIDENT

  
JIM GARTNER, VICE PRESIDENT



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BRUCE MCCANDLESS  
CITY ADMINISTRATOR



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DARCY DAHLE  
MPEA FIELD REPRESENTATIVE



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QUINTON E. NYMAN  
EXECUTIVE DIRECTOR





**Longevity:**

Officers shall receive longevity pay for each regular hour (2,080 hours per year). Longevity is not added to the base rate of pay. Longevity will be paid as follows:

For Officers hired prior to 7/1/2009:

\$0.09 x years of completed service from the beginning of his/her 2<sup>nd</sup> year to the completion of 15<sup>th</sup> year.

For Officers hired on or after 7/1/2009 and before 7/1/2012:

\$0.09 x years of completed service from the beginning of his/her 4<sup>th</sup> year to the completion of 15<sup>th</sup> year.

For Officers hired on or after 7/1/2012:

\$0.09 x years of completed service from the beginning of his/her 6<sup>th</sup> year to the completion of 15<sup>th</sup> year.

For all Officers completing 15 years of service:

\$0.10 x years of completed service from the beginning of his/her 16<sup>th</sup> year and ending at separation of service.

The total annual amount of longevity pay shall be calculated by taking the longevity pay for each regular hour, multiplying it by the number of hours per year, then dividing that amount by the number of pay periods per year, and paying that amount equally for each pay period.

Longevity will be calculated into the overtime rate in accordance with the Fair Labor Standards Act.

## LONGEVITY PAY FOR EACH REGULAR HOUR

	Hire Before	Hire After	Hire After
Year	7/1/2009	7/1/2009	7/1/2012
1	\$0.00	\$0.00	\$0.00
2	\$0.09	\$0.00	\$0.00
3	\$0.18	\$0.00	\$0.00
4	\$0.27	\$0.27	\$0.00
5	\$0.36	\$0.36	\$0.00
6	\$0.45	\$0.45	\$0.45
7	\$0.54	\$0.54	\$0.54
8	\$0.63	\$0.63	\$0.63
9	\$0.72	\$0.72	\$0.72
10	\$0.81	\$0.81	\$0.81
11	\$0.90	\$0.90	\$0.90
12	\$0.99	\$0.99	\$0.99
13	\$1.08	\$1.08	\$1.08
14	\$1.17	\$1.17	\$1.17
15	\$1.26	\$1.26	\$1.26
16	\$1.50	\$1.50	\$1.50
17	\$1.60	\$1.60	\$1.60
18	\$1.70	\$1.70	\$1.70
19	\$1.80	\$1.80	\$1.80
20	\$1.90	\$1.90	\$1.90
21	\$2.00	\$2.00	\$2.00
22	\$2.10	\$2.10	\$2.10
23	\$2.20	\$2.20	\$2.20
24	\$2.30	\$2.30	\$2.30
25	\$2.40	\$2.40	\$2.40
26	\$2.50	\$2.50	\$2.50
27	\$2.60	\$2.60	\$2.60
28	\$2.70	\$2.70	\$2.70
29	\$2.80	\$2.80	\$2.80
30	\$2.90	\$2.90	\$2.90
31	\$3.00	\$3.00	\$3.00
32	\$3.10	\$3.10	\$3.10
33	\$3.20	\$3.20	\$3.20
34	\$3.30	\$3.30	\$3.30
35	\$3.40	\$3.40	\$3.40
36	\$3.50	\$3.50	\$3.50
37	\$3.60	\$3.60	\$3.60
38	\$3.70	\$3.70	\$3.70
39	\$3.80	\$3.80	\$3.80
40	\$3.90	\$3.90	\$3.90

**Certification Pay:**

Effective July 1, 2001, the appropriate certification (Intermediate or Advanced) that is obtained by November 1 of each year will determine the certification pay amount, as noted above. The certification pay will be paid the first payday in December. In order to receive certification pay, police officers must complete a minimum of 16 hours of continued education, excluding mandatory department training, and must be employed at least six (6) months in the calendar year. If an officer leaves the department prior to completing 6 months, certification pay will be prorated. It is the employer's responsibility to ensure that ample training opportunities are available to the police officers.

**Specialty Pay:**

All personnel who are assigned by the Chief of Police special duties as defined in Billings Police Department policy 8-2 Specialized Assignments Group 1 or Group 2 will receive \$250 specialty pay for the fiscal year beginning July 1, 2011. If an officer is assigned more than one specialty, that officer receives no more than \$250 July 1, 2011. Changes to the special duties defined under Group 1 or Group 2 will be addressed through the Labor/Management Committee.