

**COLLECTIVE BARGAINING
AGREEMENT**
between
CITY OF COLSTRIP, MONTANA
AND
MONTANA PUBLIC EMPLOYEES
**ASSOCIATION/
MONTANA FEDERATION
OF PUBLIC EMPLOYEES
COLSTRIP POLICE UNIT**

JULY 1, 2018 - JUNE 30, 2022

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AGREEMENT

PREAMBLE

This Agreement is made and entered into, by and between the CITY OF COLSTRIP, MONTANA hereinafter referred to as the "EMPLOYER", and the MONTANA PUBLIC EMPLOYEES ASSOCIATION/MONTANA FEDERATION OF PUBLIC EMPLOYEES, COLSTRIP POLICE UNIT hereinafter referred to as the "ASSOCIATION". 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 Association 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 Association 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 COLSTRIP POLICE UNIT, hereinafter called the "Association", is hereby recognized by the CITY OF COLSTRIP, MONTANA, hereinafter called the "Employer", as the sole bargaining agent for the full and part-time Police Patrol Officers, Dispatchers and Animal Control Officers in the Colstrip Police Department, as determined by the State Board of Personnel Appeals. Newly sworn Police Officers of the City of Colstrip shall be entitled to the benefits of this Agreement upon employment with the City of Colstrip.

activities of the City to the full extent authorized by law (MCA 39-31-303). The Association further agrees that all management rights, functions, and prerogatives not expressly delegated in this agreement are reserved to the City.

- B. The Association 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 Association, nor to discriminate against any of its members.
- C. The Association representatives(s) shall be given the opportunity to meet with the Employer in advance of any changes in personnel policies or other written policies that affect the employees in the bargaining unit.

The Employer shall notify the Association in writing of any changes made to Employer's Policy and Procedures Manual during the duration of this Agreement. The Association will have thirty (30) days to confer, discuss, and make comment about any proposed policy and procedure changes. It is understood that the final decision regarding policy changes rests with the Employer.

D. **Labor Management Committee**

In order to facilitate communications and resolve issues of mutual interest (non-grievance), it is agreed that a Labor/Management Committee shall be established with participation of representatives of the MPEA City Employees Unit, Police Unit, and City of Colstrip. The committee will be comprised of three representatives from the unions and three representatives from management/city council. The Board of Personnel Appeals (BOPA) will facilitate the meetings and provide training and structure. When the LMC has matured and become effective and by a unanimous vote of the LMC committee members, assistance from BOPA may be ended. However, should the need arise, either Labor or Management may request further assistance from BOPA. The committee shall meet at least quarterly, and either side may initiate additional meetings as needed. Facilitators or trainers will be utilized as needed. Meetings will be held at mutually agreeable times and committee members will be compensated at their regular rate of pay if a meeting occurs outside of regular working hours.

hour shift. Shifts are covered by two teams of two officers with one working the dayshift and one working the nightshift. The members of the same team may trade hours of work as long as overtime is not incurred and a supervisor is notified. Officers may elect to modify this schedule by submitting – in writing to the Chief of Police – their desire to do so, and all officers affected by the change must be in unanimous agreement to the change. The Chief of Police will then approve or deny the request. The 8-hour shifts will be on Thursdays: dayshift 0730-1530 and nightshift 2330-0730. Shifts will be bid annually by seniority.

2. There are five officer shifts. If an SRO is added or assigned, negotiations will be opened to establish any issues of wages, benefits, and other conditions of work.
3. Patrol Officers: 12 hour shifts are designated as dayshift from 0730hrs to 1930hrs and nightshift from 1930hrs to 0730hrs. 8 hour shifts are designated as from 0730 to 1530hrs and 2330 to 0730hrs. These designated 12 hour and 8 hour shift times do not apply to the 5th Officer.
4. Annual shift bids will be in order of seniority, that is, the most senior person will choose first, then the next most senior will choose, etc. Any shift that has been rejected by all officers will be filled by inverse seniority, that is, it will be filled by the least senior person.

B. **Dispatchers:**

1. Fulltime dispatcher's shifts will consist of two different rotations based on an annual seniority shift bid:

Shift #1 and #2

4 shifts on and 4 shifts off. Once a month there is a 5/3 split shift (meaning work 5 shifts on with 3 shifts off or 3 shifts on with 5 shifts off). There will be one 8-hour shift every 2 week rotation, rotating days to nights per pay period with variation to adapt to shifts 3 and 4.

Shift # 3 and #4

2 shifts on, 2 shifts off, 3 shifts on, 2 shifts off, 2 shifts on, 3 shifts off with one 8-hour shift in a two week rotation, with the attempt to alternate one week of days and one week of nights with variation to adapt to shifts #1 and #2.

* A new hire must meet all of the following criteria to receive the new hire lateral rate of pay:

- Has at least two full year of sworn law enforcement officer service, and
- Is Montana POST certified or eligible to complete MLEA Equivalency
- New hires who have to retake the entire MLEA academy are not eligible

(3) The pay period is a two week period beginning on Monday and ending on Sunday. There shall be NO pay advances under any circumstances. No checks will be mailed nor shall any other person be allowed to pick up an employee's payroll check, other than your Supervisor, without prior written authorization of the employee on file.

F. **Overtime:**

Overtime work may be required. Overtime pay Police Department employees will be paid for all actual hours worked over eighty (80) hours in a two week pay period for law enforcement staff. Effective November 1, 2004, the work period for city employees engaged in law enforcement is defined as 80 hours in a 14-consecutive day period before which overtime can be calculated at one and one-half times the regular rate of pay. The overtime rate of pay is one and one half (1.5) times the base rate of pay for hours worked.

No Police Department employee shall work overtime without the prior authorization of the Chief of Police or his or her designee. When an employee has been called out for an emergency, compensatory time and vacation leave do not count, while sick leave and Holiday pay counts towards hours worked for the purposes of calculating overtime. The reason for all overtime pay shall be noted on the time card. There shall be no rescheduling of the regular work schedule to avoid the payment of overtime. Overtime will be allocated on an equitable basis to all available employees. An equitable basis will be based on total overtime dollars earned per fiscal year.

G. **On Call Pay:**

An employee may be scheduled to be ON CALL. When ON CALL an employee will be compensated for one (1) hour at one and one half (1.5) times the regular rate of pay for each ON CALL period which is less than sixteen (16) consecutive hours. When ON

logo upper outer-wear on a daily basis. At the time of initial hire, the Dispatchers will receive one shirt from the City. Dispatchers shall receive \$400.00 per year allowance. The purpose of the reimbursement is for the purchase of clothing to be worn at work or during official functions and shall bear the official city logo. Each dispatcher shall turn in receipts for reimbursement or payment of clothing purchased up until the above amount is satisfied or used up.

Uniformed Patrol Officers shall receive \$725.00 per year in a lump sum. Any items purchased with the lump sum dollar value clothing reimbursement will not be required to be returned at the end of the employee's term of employment. The City will continue to provide initial uniforms, leather gear, handgun, handcuffs, and other basic issue equipment and the replacement of such when damaged in the line of duty and Officers will not be required to use this reimbursement for the initial uniform items or replacement of items damaged in the line of duty.

N. **Field Training Officer (FTO).**

An FTO, dispatch & patrol, during training will receive a one dollar (\$1.00) per hour addition to their base pay during the training of any new personnel which covers Phase 1, 2, 3, & 4 of the training.

O. **Longevity Pay:**

Upon completion of one (1) year of service, employees will receive longevity pay at the rate of ten dollars (\$10) per month per year of service, not to exceed \$200/month maximum.

P. **Certification Pay:**

Each employee shall receive 25¢ per hour for intermediate certification and 50¢ per hour for advanced certification, non-stacking/non-accumulating. Payment will be made hourly each pay period in employees checks.

Q. **Termination Pay:**

If an employee quits, is laid off, or discharged, all regular wages will be paid the next regular payday, or within fifteen (15) days of termination, whichever is first. Termination pay includes accrued compensatory time, vacation, and 1/2 (50%) of the unused sick leave.

coordinated with the MLEA testing schedule in Miles City which is currently during the month of March.

6. The Police Chief or Assistant Chief will make arrangements for a testing site and scoring for those wishing to complete the Cooper test.
7. Excused absences from annual testing will only be authorized temporarily for medical issues or exceptional circumstances on a case by case basis as approved by the Chief of Police. Testing will be completed by the employee at the earliest possible time to meet annual requirements.

ARTICLE V

Fringe Benefits

A. Vacation Leave Vacation leave requests require supervisor approval.

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 use 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:

<u>Year of Employment</u>	<u>*Work day credit Per Month</u>	<u>*Work day credit Per Year</u>
1 Full Pay Period through 10 years	1.25	15
10 Years through 15 Years	1.5	18
15 Years through 20 Years	1.75	21
20 Years on	2.0	24

*Based on an eight (8) hour day. MCA 2-18-612.

2. Separation from service- cash for unused vacation leave. An employee who terminates his employment with the City, for reasons not reflecting discredit on

employees put in at the same time for the same time off, seniority will prevail.

B. Sick Leave:

1. This section (Sick Leave and Family Medical Leave Act) will be governed by City Policy as of July 1, 2011.
2. Full time employees will be credited with one (1) 8-hour work day per month up to twelve (12) 8-hour working days per year for sick leave at regular rate of pay. Part time or seasonal employees may receive pro-rated sick leave credit after working the qualifying period. Short Term employees are not eligible for sick leave credits.
3. Sick leave is for the benefit of the employee who is ill and is not intended to be used as time off with pay. Falsification of illness or injury becomes cause for termination and forfeiture of the lump sum payment.

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
 - k. State General Election Day (When applicable)

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 Colstrip with the exception of Sundays which are not otherwise holidays.

witness service.

F. **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.

G. **Leave Without Pay:**

As a general rule, Leaves of Absence create inequities in that all employees cannot be granted comparable privileges, and as such requests for Leave are seldom in the best interests of the City. Requests for Leaves of Absence without pay may be granted only under extreme and unusual circumstances and in accordance with the following guidelines:

1. All other appropriate and available leaves must be used before a leave of absence without pay is granted.
2. Leaves of absence will be handled as follows:
 - a. All requests for leaves of absence will be submitted to the Chief of Police for approval.
 - b. Except in unusual circumstances, no requests for leave of absence will be granted unless the employee has completed one (1) year of continuous, full time employment.
 - c. Seniority, Vacation, and sick leave eligibility dates will be advanced one (1) day for each day of absence. All other employee benefit programs will be continued. In the case of absences of more than fifteen (15) days, special arrangements need to be made to continue group health and life insurance coverage. An employee who fails to return from their approved leave of absence may be required to repay the City for any benefits extended to them during their leave.
 - d. In the event that an employee on leave of absence wishes to return to

- a. Summary description of the plan within ninety (90) days after the individual becomes a participant or first receives benefits;
 - b. A summary description of any material modification of the plan within a reasonable time following adoption of such modification;
 - c. An option to participate in PERS, unless it has been determined participation is mandatory.
2. The City will maintain a Wellness Program as determined and provided by MMIA. The City will also maintain the Med-Ex machine benefit.
3. The City will administer a voluntary Fitness Program for employees. Employees are required to use their own time for exercise. Requirements of the program are a minimum of three (3) exercise sessions per week of at least thirty (30) minutes per session, which will be recorded by the employee. Weekly drawings will be held for those meeting the requirements of the program. Employees that faithfully participate in the program for one year will receive an additional vacation day. The award is made in October and will be prorated for those with less than a year of participation.
4. The City and Union will form an active Insurance Committee, which will be governed as written below.
 - (a) The insurance committee will review the City's benefit package on an annual basis. The insurance committee will be comprised of three representatives from the bargaining units and three members of management/city council.
 - (b) If the insurance carrier makes major changes that are beyond the control of the City (excluding benefit items such as but not limited to x-rays, etc.), the City and Union agree to negotiate implementation of the changes.
 - (c) The insurance committee will meet at least twice between March 1 and April 20 of each year with the intent to reach agreement prior to April 20. The council will make the final decision each year on insurance benefits for the City as a whole.
5. Unemployment and Workers Compensation Insurance is paid fully by the City and covers all employees.
6. The City of Colstrip provides health insurance coverage for all full time employees

2. The Department Head shall review any request for training or education and will submit his/her recommendation to the Mayor for approval of tuition reimbursement within budget allowances. Reimbursement of up to \$2,500 per fiscal year, per employee will be made only for tuition, books registration fees, and lab fees upon the City receiving evidence of satisfactory completion of the training or education. In the event the request is denied and the employee chooses to pay for his own training or education, the employee must receive permission to be absent from work if the education or training is during working hours.
3. An employee may be granted time off without pay for education approved by the department head and Mayor. Any approved payments for the cost of the education or training shall be paid only upon proof that the employee has completed the course with a passing grade, appropriate certification, or documentation of attendance.
4. As a general rule, if the City sends the employee for any training or educational program, the City will pay all costs pertaining to the training or educational program, including time off with pay while attending. Further educational opportunities are encouraged and will be considered on an individual basis considering budgeting limitations.
5. If, as a part of an employee's pre-qualification to perform the job duties with the City, an employee must be licensed or certified and such requirement is a part of the job duties and qualifications an employee must meet to become an employee, it shall be the responsibility of the applicant/ employee at his/her expense to obtain the required license or certification. The City shall pay for any training required for any Certification renewal. It is further the responsibility of the employee to remain qualified for the position.
6. If the City requires an employee to obtain a license or certification, outside of the employee's immediate job duties, and for the convenience and benefit of the City, the City will pay for any such required license or certification. The supervisor will notify the personnel committee to revise the job description as needed.

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, and 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 1st and June 1st 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/her designee. The Association 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.

B. **Bulletin Boards:**

The Employer agrees to provide suitable space for an Association bulletin board. Postings by the Association on such boards are to be confined to official business of the Association. The City of Colstrip Police Department will also allow such postings to be made electronically on the City's e-mail system.

C. **Just Cause:**

1. Confirmed officers and Colstrip Police Department employees may only be disciplined by the Employer for just cause.

E. **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.
2. Any employee, who is injured in the performance of their duties as a police department employee that renders them unable to perform their duties as a police department employee shall be paid by the employer the difference between their salary and the amount they receive from Workman's Compensation Insurance until their 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 employee is able to perform specified types of light 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.

F. **Training Time:** The following periods will be designated each year for annual training requirements and no scheduled leaves (with the exception of emergency leave) will be requested or authorized during these periods unless training requirements are met:

1. Last week in August
2. First week in November

ARTICLE VII

Grievance & Arbitration Procedure

A. **General Provisions:**

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 warning letters, suspension, or discharge shall be grievable. If a number of employees have a grievance, involving the same issue(s), the grievance shall be filed as one (1) joint grievance.

OPTIONAL STEP THREE – This step is optional to the grievant for non-disciplinary grievances, and it is not required. If the grievant is not satisfied with the disposition of the grievance or the Chief fails to respond, the employee may appeal in writing to the City Council within ten (10) days of the Chief's decision or failure to respond. The grievance will be heard by the Council within twenty (20) days, and the employee and/or representative will be allowed to discuss the grievance with the Council in closed session unless otherwise provided for under Montana Law. The Council will provide a written decision to the Association within ten (10) days of the hearing.

By mutual agreement, and at any time, the parties may submit the grievance to mediation for the purpose of attempting settlement. The Montana Board of Personnel Appeals will be requested to provide a mediator, for resolution prior to arbitration.

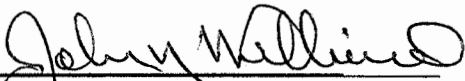
STEP FOUR: An aggrieved employee who is dissatisfied with mediation or the Chief's decision or City Council's decision may demand Arbitration as defined herein, provided a notice of appeal is filed in the Mayor's Office within ten (10) business days of the receipt of the decision from Step 2 or if opted for Step 3 or if mediation is utilized, from the date either party notifies the other of impasse in writing.

C. **Arbitration:**

In the event the aforementioned steps do not result in a resolution of the grievance, the parties shall select an impartial Arbitrator. Within six (6) months after receipt of the written notice, the Montana Board of Personnel Appeals Department of Labor and Industry, shall be requested to provide a list of five (5) names by the grieving party. Within fifteen (15) days of receiving the list, each party to the dispute shall alternately strike names with the party bringing the grievance striking the first name until one remains and that person shall be designated the Arbitrator. The Arbitrator shall consider the grievance and shall render a decision within twenty (20) days of the hearing. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall not have the power to detract from, modify, or amend this Agreement in any way. Each party shall bear the fees and expenses of the presentation of its own case. The fees and expenses of the Arbitrator shall be shared equally between the parties. In the event one of the parties to the Arbitration wants a transcript of the

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 24th day of, _____ 2018.

THE CITY OF COLSTRIP



JOHN WILLIAMS
MAYOR



MIKE ESSER
CITY COUNCIL MEMBER


COLSTRIP POLICE UNIT



DON PURDON, MEMBER
NEGOTIATION TEAM



CAMI ROGERS
NEGOTIATION TEAM



DARCY DAHLE
MPEA FIELD REPRESENTATIVE



QUINTON E. NYMAN
MPEA EXECUTIVE DIRECTOR