

COLLECTIVE BARGAINING AGREEMENT

between
CITY OF COLUMBIA FALLS
and
THE COLUMBIA FALLS POLICE
PROTECTIVE ASSOCIATION, MPEA



July 1, 2016 - June 30, 2019

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THE CITY OF COLUMBIA FALLS
and
THE COLUMBIA FALLS POLICE PROTECTIVE ASSOCIATION, MPEA

Agreement

This Agreement is made and entered into by and between the Montana Public Employees Association, Columbia Falls Police Protective Association, hereinafter referred to as the "Association," and the City of Columbia Falls, hereinafter referred to as the "City," as follows:

GENERAL PURPOSE OF THIS AGREEMENT

The general purpose of this Agreement is to promote harmony among employees, efficiency in operations, and provide methods which will further to the fullest extent possible the safety of citizens, economy of operations, quality of protection, elimination of waste and protection of life and property. It is recognized by this Agreement to be the duty of the Association and the City to cooperate fully, individually and collectively, for the advancement of these conditions.

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the Exclusive Representative for all employees of the Police Department, excluding and excepting confidential employees, supervisors as defined in the Act, short-term, temporary and all other employees. Definition of employees shall be in accordance with 2-18-601, MCA.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

As provided in 39-31-204, MCA, each employee covered by this Agreement, shall, as a condition of initial and continuing employment be required to either maintain membership in, or pay a representation fee to Montana Public Employees Association, Columbia Falls Police Protective Association (Association). The amount of initiation fees, monthly dues or representative fees shall be determined solely by the Association. An employee shall have thirty (30) days after their initial date of hire in a bargaining unit position to comply with the terms of this Article. Any employee who fails to comply with this requirement shall be terminated within fifteen (15) days after written notice to the City from the Association. The City will send the Association a copy of all new hire letters within fourteen (14) days of the hire date.

The Association shall indemnify, defend and hold the City harmless against any claim made and against any suit instituted against the City, including attorney's fees and costs of defense thereof, on account of any action taken in accordance with this Article.

ARTICLE 3 - EMPLOYEE GRIEVANCE PROCEDURE

- A. A grievance is any dispute regarding the interpretation of the provisions contained in this Agreement.
- B. The Association will certify in writing to the City all employees designated as Stewards. A Steward shall be granted paid release time to attend any meeting requested or required by this Agreement that is scheduled during the Steward's work hours. A Steward and a grievant may be granted paid release time to discuss a grievance during work hours at the discretion of the City.
- C. Failure to comply with the established formal procedures provided in this Article shall constitute a waiver to continue the grievance process by the Association. If the City fails to respond to a grievance, it shall be automatically moved to the next step. Time limits may be extended through written agreement of the Association and the City.

Process:

- Step 1: An employee who has a grievance, shall not later than fourteen calendar days of its occurrence, with or without the Steward present, orally discuss the grievance with his/her immediate supervisor. If the grievance remains unresolved see Step 2.
- Step 2: Not later than fourteen calendar days following the oral discussion of the grievance, the employee and the steward shall present the grievance to the Chief of Police. The grievance shall be presented and responded to using the form provided as Addendum A. The Chief of Police shall attempt to resolve the grievance and shall report this adjustment in writing to the Steward not later than fourteen calendar days of the receipt of the grievance. If the grievance remains unresolved:
- Step 3: Not later than fourteen calendar days of the date of the Chief of Police's reply, the Steward shall present the written grievance, along with the Association's reason for non-acceptance to the City Manager or his/her designee. The City Manager or his/her designee shall attempt to resolve the grievance and shall respond to the Steward not later than fourteen calendar days.
- Step 4: If the grievance is not resolved at Step 3, the Association may, not later than fourteen calendar days of the City Manager's or his/her designee's response, notify the City of the intention to take the grievance to final and binding arbitration. The Association shall request the Board of Personnel Appeals to provide a list of seven arbitrators. The parties shall, not later than fourteen calendar days of the receipt of the list, select the arbitrator by the method of alternately striking names with the Association striking 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. Not less than 20 calendar days prior

to the hearing, the arbitrator shall resolve all procedural arbitrability issues submitted by that time and may, by mutual agreement, decide substantive arbitrability issues. The arbitrator's decision shall be final and binding on both parties, and he/she shall be requested to issue his/her decision not later than 30 calendar days after the conclusion of the proceedings, including filing of briefs, if any. Expenses for the arbitration shall be borne equally by the City and the Association.

The Arbitrator shall have no authority to add to, subtract from or otherwise modify the terms of this Agreement.

- D. Other persons may replace any position mentioned in the above procedure, so long as the other party is notified in advance.
- E. The act of filing such a grievance shall constitute the employee's authorization to the City to reveal to the participants in the grievance procedure any and all information available to the City relating to said grievance. Such filing shall further constitute a release of the City from any and all claimed liability by reason of such disclosure.
- F. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.
- G. Election of Remedy: All disputes, controversies or claims arising out of or relating to this Agreement must first proceed through the grievance procedure of this agreement before advancing to arbitration or an alternative review process. To the extent allowed by law, when a grievance is submitted to arbitration, that procedure shall be deemed the exclusive method of resolving the dispute. Police Officers may opt to appeal a discipline or discharge to the Police Commission and seek judicial review under the provisions of 7-32-4164, MCA. The initiation of one of these appeal processes shall be deemed an irrevocable selection of that process to the exclusion of the other.

ARTICLE 4 - HOURS OF WORK

- A. Schedule: The Chief of Police shall schedule the beginning and ending times as well as a lunch period for all shifts and overtime. Whenever possible, within the constraints of manpower, the Chief of Police shall prioritize nights for scheduling two officers on duty. In an effort to allow the City to develop alternate work schedules, the City may establish a work week within the requirements and allowances of Section 207(k) of the Fair Labor Standards Act. The parties will meet and confer at the request of either party on scheduling.
- B. Change in Schedule: Except in case of an emergency, the City will attempt to notify an employee of a change in his or her regular work schedule, by personal delivery of such notice at least 48 hours in advance.

ARTICLE 5 - MANAGEMENT PREROGATIVES

The employer retains all rights and privileges of the City to operate and manage their affairs in such areas as, but not limited to: direct employees; hire, promote, transfer, assign and retain employees;

relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; maintain efficiency of operations; determine the methods, means, job classification, and personnel by which City operations are to be conducted; take whatever actions may be necessary to carry out the missions of the City in situations of emergencies; establish the methods and processes by which work is performed.

ARTICLE 6 - NO STRIKE

It is unlawful for a police officer to strike or recognize a picket line of a labor organization while in the performance of official duties. The term "strike" means a refusal to report for duty, a willful absence from duty, stoppage of work or departure from the full, faithful, or proper performance of duties of employment.

ARTICLE 7 - SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the City and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subjects may not have been within the knowledge or contemplation of either or both parties at the time they negotiated this Agreement. If the parties agree to open a subject for negotiations during the term of the Agreement, then that mutually agreed upon subject may be negotiated.

ARTICLE 8 - SENIORITY

- A. The City and the Association recognize the principle of seniority. After the probationary period is satisfied, employees shall be given seniority from their original date of hire. Seniority shall be determined based on date of hire. Efficiency of operations shall be the determining factor in regard to promotions and transfers within the department. In the application of seniority for any reason, skill and ability to perform the work will be the governing factor. The Chief of Police shall be the sole judge of skills and ability. If skills and ability are equal, then seniority shall be the determining factor. Seniority for the purposes of layoff and recall shall be by department seniority. Seniority will begin from the employee's most recent date of employment. For purposes of layoff, seniority shall be the sole determining factor; the only exceptions being documented incompetence and/or a serious established disciplinary problem.
- B. Seniority with the City shall terminate for the following reasons:
1. Termination;
 2. Discharge;
 3. Resignation;
 4. An employee who is absent for more than three consecutive days without notification of a valid reason to the City,
 5. Retirement;
 6. Layoff for more than two years; or

7. Failure to return to work after layoff and recall by the City within ten working days.

ARTICLE 9 - PROBATIONARY PERIOD

The probationary period shall be one year from the date of last hire with the City, except for Police Officers it shall begin from the date of last hire with the City as a Police Officer or as provided by 7-32-4110, MCA in the case of a returning Officer.

ARTICLE 10 - SALARY SCHEDULE AND INSURANCE

- A. Wage: The attached addendum to this Agreement will be a salary schedule "A" which outlines the wage schedule for all employees of the City Police Department.
- B. Insurance:

The City will contribute up to the following amounts per month for each employee enrolled in the City's Medical Insurance Plan:

Single Coverage	\$608
Employee/spouse or Employee/children	\$1,134
Family Coverage	\$1,560

An employee that provides proof of insurance will receive \$416, less applicable state or federal withholding, in the City's deferred compensation plan.

Each contribution shall be prorated based on the number of hours budgeted for that position for the next fiscal year.

Changes:

- a. Enrollment: An employee may make changes to his or her enrollment status during the enrollment period or special enrollment periods established by the insurance carrier.
- b. City's contribution: The City will increase its single coverage, employee/spouse or employee/children coverage or family coverage contributions by that amount it increases its contributions for a majority of other City employees

ARTICLE 11 - EMPLOYMENT CONDITIONS

- A. Physical Examination: Prior to commencing work, the prospective employee shall be required to pass a hearing test and a physical examination, approved by the City, by a medical doctor designated by the City. At any time thereafter, if cause exists, physical examinations shall be taken as management deems necessary. The cost of such examinations, if required, shall be paid by the City.

- B. Maintenance of Abilities: Each employee is required to maintain the ability to perform his or her assignment. At least once each two years and at any other time the City deems it necessary, the City may require that, at its expense, an employee undergo an examination by a licensed practitioner of its choice and obtain and present to the City a certificate that the employee is able to perform the duties of his or her position.
- C. Personal Affairs: Each employee is required to manage his/her personal affairs, financial and otherwise, so as not to burden the City. Garnishment and/or assignments shall be handled by the City pursuant to law.
- D. Payroll Deductions: Each employee is required to sign a written authorization for payroll deductions for all monies owed to the City or to be submitted to any other person. Forms will be furnished by the City. Each employee will be limited to five payroll deductions in addition to those which are required by law.
- E. Fidelity Bond: In the event the City desires to bond the employees, every employee is expected to furnish any and all information required by the bonding company when contacted.
- F. Driver's License: When an employee has his/her driver's license suspended, the City may suspend his/her employment for the period which the employee cannot legally operate a vehicle, provided the operation of a vehicle is essential to the performance of the employee's work assignment.
- G. Continuous Employment: Working within the same jurisdiction without a break in service.
- H. Break in Service: A period of time in excess of five working days when the employee has served continuous employment. A break in service could result from a termination or resignation or could be an absence of more than five working days in a row without an approved leave of absence.
- I. Reimbursement: Any Officer who attends the Law Enforcement Academy while employed by the City shall reimburse the City for all costs of such training on a prorated basis if the Officer resigns prior to completing 36 months of service with the City.

ARTICLE 12 - LEAVE OF ABSENCE

Leave Without Pay: The City may, at its sole discretion, grant leave without pay to any City employee upon his/her request provided that leave does not extend beyond nine months. An employee returning from such leave shall return to his/her original position with no penalty for such leave, except that seniority shall not be accrued for any such leave in excess of thirty consecutive days, unless the employee is off work due to a job related illness or injury. An employee who fails to return to work within five days of the established end of the leave of absence shall forfeit rights of return. Leave of absence may not be used for employment other than the City of Columbia Falls.

ARTICLE 13 - RESIGNATION, DISCIPLINE AND DISCHARGE

- A. Resignation: Except in cases of an emergency, bargaining unit members shall receive at least four weeks advance notice before a layoff for reason of economy. As much advance notice as is possible will be given prior to a layoff due to a lack of work. An employee voluntarily resigning must give fourteen calendar days written notice in advance of such termination.
- B. Discipline and Discharge: The City may discipline or discharge a probationary employee in its sole discretion and there shall be no appeal through on involving any provision of this Agreement. Upon receipt of an allegation of a performance deficiency of a nonprobationary employee which the City believes may result in punitive action, the City will:
1. Provide due process by:
 - a. Notifying the employee in writing of the allegation, then
 - b. having the allegation investigated, then
 - c. presenting the evidence to the employee, then
 - d. providing the employee an opportunity to respond.
 2. Provide the elements of "cause" by:
 - a. Considering the evidence and the employee's response and determining if the allegation is true.
 - b. Determining if the City has the right to take punitive action, which shall be based on the following criteria:
 - (1) An investigation provided substantial evidence that the allegation is true, and
 - (2) it is reasonable to conclude that the employee knew or should have known the law, policy, directive or expectation that he or she allegedly violated, and
 - (3) the punitive action is appropriate to the allegation and not applied arbitrarily, and
 - (4) Notify the employee of the results of the investigation and the action taken.
- C. Appeal: A nonprobationary employee may appeal his or her discipline or discharge through the grievance procedure provided herein, which shall be the exclusive method of appeal.
- D. A warning letter shall not remain in an employee's official file for longer than six months unless it can be used to document an ongoing problem. Documents removed from an employee's official file shall be stored in separate file in the personnel office and used only in the event that the City needs to justify future adverse personnel action.

ARTICLE 14 - HOLIDAYS

- A. The following holidays shall be granted without loss of pay, calculated at the employee's regular straight time rate of pay for classification of his/her work assignment as designated by his/her supervisor, to wit:
1. New Year's Day: January 1
 2. President's Day: 3rd Monday in February
 3. Memorial Day: Last Monday in May
 4. Independence Day: July 4
 5. Labor Day: 1st Monday in September
 6. Columbus Day: 2nd Monday in October
 7. Veteran=s Day: November 11
 8. Thanksgiving Day: 4th Thursday in November
 9. Friday After Thanksgiving in November
 10. Christmas Day: December 25
 11. Martin L. King=s Birthday: 3rd Monday in January
 12. State General Election Day
- B. If an employee works on a holiday, the City at its discretion may either pay the employee for hours worked at the rate of time and one-half, or provide an alternative day off in lieu of the holiday worked in the form of compensatory time at the rate of time and one-half.
- C. 1. The employee will receive holiday benefits and pay for work performed on the day the holiday is observed, unless the employee is scheduled or required to work on the actual holiday. If the employee is scheduled or required to work on the actual holiday, the actual holiday shall be considered the holiday for purposes of calculating holiday benefits and pay for work performed on a holiday. The employee will receive either holiday benefits for working on the day the holiday is observed or for working on the actual holiday, but not both.
2. Part-time employees who do not work a holiday shift shall be entitled to receive prorated pay based on the number of hours worked during the pay period.

ARTICLE 15 - VACATIONS

Vacation leave shall be granted in accordance with state law, Section 2-18-611 – 617, MCA which shall be controlling in the event of a conflict with any provision of this Agreement.

Vacation leave means a leave of absence with pay at the request of the employee and with the concurrence of the City.

- A. Vacation Leave: Each full-time employee of the City is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation

leave credits, 2080 hours (52 weeks x 40 hours) shall equal one year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed by the City for a period of six calendar months. Employees regularly employed nine or more months each year but whose continuous employment is interrupted by the seasonal nature of the positions shall earn vacation credits. In order to qualify, such employees must be employed for six qualifying months before they can use the vacation credits. Vacation leave credits shall be earned in accordance with the following schedules, to wit:

1. From one full pay period through ten years of employment at the rate of fifteen working days for each year of service;
2. After ten through fifteen years of employment at the rate of eighteen working days for each year of service;
3. After fifteen years through twenty years of employment at the rate of twenty-one working days for each year of service;
4. After twenty years of employment at the rate of twenty-four working days for each year of service.

B. Except in case of an emergency, the following time lines shall be honored:

1. Requests for use of annual leave after March 15 shall be submitted at least 15 calendar days in advance.
2. The City will either grant or deny such requests within five calendar days of receipt of the request.
3. Notice of cancellation by the City of previously approved annual leave shall be delivered as soon as possible. An employee may by written notice to the City cancel previously approved annual leave, except that when such notice is delivered less than two weeks prior to the beginning of such leave, cancellation shall be at the City's discretion.

C. Permanent part-time employees are entitled to prorated annual vacation benefits.

D. Accumulation of Leave: Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of any calendar year.

E. 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 him/her-self shall be entitled upon the date of such termination to cash compensation for unused vacation leave assuming the employee worked the qualifying period set forth in the paragraphs above. However, if a City employee transfers between departments of the City, there shall be no cash compensation paid for unused vacation leave. In such transfer, the receiving City department assumes the liability for the accrued vacation credits transferred with the employee.

- F. Absence because of illness is not chargeable against vacation leave credits unless approved by the employee.

ARTICLE 16 - SICK LEAVE

Sick leave shall be granted in accordance with state law, Section 2-18-618, MCA, which shall be controlling in the event of a conflict with any provision of this Agreement.

Sick leave is a leave of absence with pay for a sickness suffered by an employee or his/her immediate family.

- A. Immediate Family: Means wife or husband, child, father, mother, brother, sister, grandparent or guardian, or relative of the employee's wife or husband in like degree.
- B. Sick Leave: Each full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Proportionate sick leave credits shall be earned at the rate of twelve working days for each year of service without restriction as to the number of working days he/she may accumulate.
- C. A City employee may not accrue sick leave credits during a leave of absence without pay. City employees are not entitled to be paid for sick leave until they have been continuously employed for ninety days. Upon completion of the qualifying period, the employee is entitled to sick leave credits he/she has earned.
- D. Permanent part-time employees are entitled to prorated sick leave benefits.
- E. An employee who terminates his/her employment with the City is entitled to a lump-sum payment equal to one-fourth of the pay attributed to his/her accumulated sick leave and shall be computed on the basis of the employee's salary or wage at the time he/she terminates his/her employment with the City. However, where a City employee transfers between departments within the City, he/she shall not be entitled to a lump-sum payment. In such transfers, the receiving City department shall assume the liability for the accrued sick leave credits transferred with the City employee.
- F. Any employee of the City who receives a lump-sum payment pursuant to this section and who is again employed by the City shall not be credited with any sick leave for which he/she has previously been compensated.
- G. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section.
- H. Sick leave shall be applied as follows, to wit:
 - 1. Employees who become ill will be paid for all days lost, to the extent of their accrued sick leave, provided they may be required to furnish a medical clearance to return to work.
 - 2. Employees may take sick leave, aside from personal illness, for the following reasons:

- a. A serious affliction of one of the employee's immediate family, requiring the employee's presence, not to exceed five days per occurrence.
 - b. Death in an employee's immediate family, not to exceed five days in one month.
 - c. Attendance at a funeral of a fellow City employee or attendance at a funeral of a close personal friend; however, the use of sick leave for funerals as recited in this section, shall not exceed four hours per funeral or eight hours per month.
 - d. Contact with or exposure to a contagious disease which might spread to other City employees, or if the family has been placed under quarantine by the proper authorities.
 - e. Employees will receive up to five days of bereavement leave with pay for a death in the immediate family. Immediate family is defined in Paragraph A of this Article. This leave will not be subtracted from an employee's sick leave, vacation, or compensatory time.
 - f. Employees of the bargaining unit who do not use any days of sick leave during the contract year will be granted three additional bonus days which will not accrue from year to year and must be taken during the contract year which succeeds the year in which they were earned.
- l. An employee of the City may, at his or her discretion, donate not more than 40 hours of his or her available sick leave credits to another City employee in any calendar year who is in need and has exhausted his or her own sick and annual leave due to the employee's personal illness. The sick leave donor must retain at least 40 hours of sick leave in his/her personal bank after donation. The aggregate total of such sick leave that may be donated shall not exceed ninety (90) days annually. Any donor shall notify the City Clerk/Payroll Officer on forms provided by the City of his or her intention to make such a donation. The donor and recipient will notify the City Clerk/Payroll Officer of the requested sick leave transfer five working days before the pay day in order to have such credits applied for that pay period. Any unused sick leave shall be returned to the donor(s) on a prorated basis.

ARTICLE 17 - JURY AND WITNESS DUTY

Jury and Witness Duty: Each City employee who is under proper summons as a juror or witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Fees shall be applied against the amount due the employee from the City. However, if an employee elects his/her juror or witness time off against his/her annual leave, he/she shall not be required to remit his/her fee to the City. In no instance is an employee required to remit to the City any expenses or mileage allowance paid him/her by the court. The City may request the court to excuse their employees from jury duty if they are needed for the proper operations of a unit of the City.

ARTICLE 18 - MATERNITY LEAVE

- A. Maternity leave shall be provided for those employees expecting to become mothers and shall be considered an unpaid leave of absence unless the employee elects to apply her accumulated sick or vacation time credits. Maternity leave is intended to apply to leave taken due to the disability and recuperation needs of the pregnant female employees. The provisions of the Family And Medical Leave Act shall be applied to all leaves contained in this Agreement. Employees, who are birth fathers or fathers of a child newly placed in his home, may take up to 15 days of available annual leave, or leave without pay in the event he has no annual leave credits, immediately following the birth or placement.
- B. The City may require periodic statements from the employee's physician setting forth her well-being and ability to perform all the normal and regular duties and functions required of the position occupied and stating also that her employment shall not create an industrial risk. With the written approval of her physician, the employee may work as long as her health and efficiency will not be adversely affected.
- C. Six calendar weeks shall be provided for maternity leave and may be extended through a written physician's statement indicating that the employee's physical condition requires additional leave. If extended leave is required, as certified by the physician, the extended leave shall expire upon verification from the physician that the employee is able to perform all normal and regular duties and functions of the position without adverse affects to the health of the employee.
- D. Employees on maternity leave shall be entitled to apply accumulated sick and vacation leave credits to their maternity leave provided the total maternity leave does not extend beyond the provisions of the preceding paragraph.

ARTICLE 19 - SAVINGS CLAUSE

Should an article, clause or provision of the Agreement be declared illegal by final judgment by a court of competent jurisdiction, such invalidation of such article, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions hereof shall remain in full force and effect for the duration of this Agreement.

ARTICLE 20 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of ratification of this Agreement by the parties or July 1, 2016, whichever is later, through June 30, 2019. Should either party wish to renegotiate this Agreement, it shall give written notice of such intent to the other party not later than 90 days prior to the date last written.

In Witness Whereof, the parties have executed this Agreement as follows:

DATED THIS 7th day of November, 2016.

FOR THE CITY:

FOR THE ASSOCIATION:

Date Ratified: 11/7/2016

Date Ratified: 11-7-16

[Signature]
City Manager, City of Columbia Falls

[Signature]
President, Columbia Falls Police Protective Association

[Signature]
Attest: City Clerk

[Signature]
MONTANA PUBLIC EMPLOYEES ASSN.
Quinton Nyman, Executive Director



B. Wage Schedule July 1, 2017 – June 30, 2018

Grade	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
1	6.75	6.82	6.89	6.95	7.03	7.10	7.16	7.23	7.30	7.38	7.45	7.51	7.59	7.66	7.72	
2	7.16	7.23	7.30	7.38	7.45	7.51	7.59	7.66	7.72	7.79	7.87	7.95	8.01	8.09	8.17	
3	7.59	7.66	7.72	7.80	7.90	7.97	8.07	8.14	8.21	8.28	8.34	8.43	8.50	8.56	8.63	
4	8.00	8.09	8.18	8.26	8.34	8.43	8.51	8.58	8.64	8.75	8.83	8.90	9.00	9.08	9.15	
5	8.71	8.80	8.88	8.97	9.05	9.13	9.23	9.31	9.39	9.48	9.57	9.67	9.74	9.84	9.91	
6	10.53	10.74	10.96	11.19	11.40	11.51	11.75	11.86	11.96	12.08	12.18	12.43	12.55	12.66	12.76	
7	12.87	13.13	13.39	13.67	13.93	14.06	14.35	14.48	14.60	14.71	14.85	15.15	15.29	15.42	15.57	
8	14.96	15.27	15.58	15.90	16.21	16.37	16.71	16.85	17.01	17.17	17.32	17.67	17.84	17.98	18.15	
9	16.09	16.42	16.75	17.08	17.42	17.59	17.94	18.10	18.26	18.43	18.61	18.96	19.12	19.31	19.48	
10	17.78	18.14	18.49	18.87	19.25	19.45	19.83	20.03	20.20	20.38	20.56	20.97	21.15	21.36	21.55	
11	19.48	19.86	20.26	20.67	21.08	21.27	21.71	21.90	22.10	22.30	22.49	22.94	23.15	23.36	23.58	
12	21.15	21.57	22.01	22.45	22.90	23.12	23.59	23.79	24.00	24.22	24.45	24.94	25.15	25.38	25.61	
13	22.85	23.31	23.76	24.25	24.73	25.00	25.50	25.72	25.94	26.18	26.43	26.96	27.20	27.44	27.70	
14	24.52	25.02	25.53	26.03	26.54	26.81	27.34	27.59	27.86	28.11	28.37	28.92	29.19	29.46	29.73	
15	26.22	26.73	27.27	27.82	28.38	28.66	29.23	29.50	29.77	30.03	30.30	30.90	31.19	31.46	31.74	
16	27.90	28.46	29.04	29.61	30.20	30.52	31.12	31.40	31.67	31.96	32.24	32.88	33.17	33.48	33.77	
Grade	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30
1	7.79	7.87	7.93	8.00	8.08	8.16	8.22	8.29	8.35	8.43	8.50	8.56	8.63	8.72	8.81	8.89
2	8.24	8.30	8.37	8.45	8.51	8.58	8.64	8.75	8.83	8.90	9.00	9.08	9.15	9.25	9.32	9.40
3	8.72	8.81	8.89	8.98	9.06	9.14	9.23	9.31	9.39	9.48	9.57	9.65	9.73	9.82	9.90	9.98
4	9.25	9.32	9.40	9.51	9.59	9.67	9.74	9.84	9.91	9.99	10.09	10.18	10.27	10.37	10.47	10.56
5	9.99	10.09	10.18	10.27	10.37	10.47	10.56	10.66	10.75	10.86	10.96	11.06	11.16	11.25	11.34	11.45
6	12.88	13.00	13.11	13.22	13.32	13.46	13.57	13.72	13.84	13.97	14.09	14.22	14.35	14.48	14.60	14.71
7	15.70	15.86	15.99	16.13	16.26	16.41	16.56	16.72	16.87	17.02	17.15	17.34	17.50	17.64	17.80	17.95
8	18.32	18.48	18.66	18.82	18.99	19.16	19.33	19.50	19.66	19.84	20.04	20.21	20.39	20.58	20.76	20.94
9	19.63	19.82	20.01	20.18	20.37	20.55	20.73	20.92	21.10	21.29	21.50	21.69	21.88	22.09	22.28	22.48
10	21.74	21.94	22.14	22.33	22.53	22.74	22.94	23.15	23.36	23.58	23.78	23.99	24.21	24.43	24.66	24.88
11	23.78	23.99	24.21	24.43	24.66	24.88	25.10	25.32	25.56	25.78	26.01	26.26	26.49	26.73	26.98	27.21
12	25.84	26.07	26.32	26.54	26.78	27.03	27.27	27.50	27.76	28.01	28.26	28.52	28.76	29.02	29.29	29.55
13	27.93	28.18	28.45	28.70	28.94	29.22	29.48	29.76	30.02	30.28	30.56	30.83	31.12	31.40	31.67	31.96
14	29.99	30.26	30.53	30.81	31.08	31.37	31.65	31.93	32.21	32.51	32.80	33.09	33.39	33.68	33.99	34.31
15	32.03	32.31	32.62	32.92	33.22	33.51	33.80	34.11	34.41	34.73	35.03	35.34	35.67	35.99	36.31	36.63
16	34.09	34.39	34.70	35.00	35.32	35.63	35.96	36.29	36.60	36.93	37.26	37.61	37.94	38.28	38.62	38.99

B. Step Increases:

1. A step increase shall be granted each year, after the first year of employment, only with the written authorization of the City Manager, after a recommendation by the individual employee's department head to the City Manager. Such a recommendation shall be based solely upon the employee's meritorious performance of duties as documented by the employee's annual performance evaluation, and the length of satisfactory service shall not alone constitute the basis for an annual increase.
2. When an employee is promoted to a higher graded position, or if an employee's job description is regraded to a higher grade, the newly graded employee will be granted a step wage amount that is six steps higher than the step wage amount paid at the former grade.
3. New Employee:
 - a. A step increase to Step 1 shall be granted a new employee after one year of employment, only with the written authorization of the City Manager, after a recommendation by the individual employee's department head to the City Manager. Such a recommendation shall be based solely upon the employee's successful completion of probation and required training as documented by the employee's annual performance evaluation, and the length of satisfactory service shall not alone constitute the basis for this increase.
 - b. At step one, the employee may request a grant of additional steps based upon experience or education attained prior to the current employment with the City. Such additional steps may be granted only with the written authorization of the City Manager, after a recommendation by the individual employee's department head to the City manager.
 - (1) Such additional steps may be granted only if the following conditions are met in their entirety:
 - (a) The prior experience and/or education is shown on, or accompanying the job application submitted for the current employment;
 - (b) The prior experience and/or education is documented by the employee and verified in writing by the individual employee's department head;
 - (c) The prior experience and/or education is specifically related to the work described for the individual employee's current job description.
 - (2) The employee may be granted additional steps within one of the following limits:
 - (a) Two additional steps may be granted for prior experience that totals at least five years earned with, not more than two employers, within

a period of six continuous years, or two additional steps may be granted for a maximum of one associate's degree earned by the employee from an accredited institution.

- (b) Four additional steps may be granted for prior experience that totals at least ten years earned with, not more than three employers, within a period of twelve continuous years, or four additional steps may be granted for a maximum of one bachelor's degree earned by the employee from an accredited institution.

4. Education Steps:

Any employee wishing to complete an advanced college degree shall submit to the Department Head a written request for such training describing the content, schedule, cost and reasons for the course of study before enrolling for the education courses. Determination as to the applicability of the education to his/her present or anticipated work assignment will be made on an individual basis.

The Department Head shall review any request for education and will submit his/her recommendation to the City Manager for approval. Reimbursement will be made only for tuition, registration fees and lab fees upon successful completion of the education.

If approved, the employee may elect to forego reimbursement and receive one (1) Step on the pay matrix upon completion of the degree. In no instance will the employee receive both reimbursement and the Step increase.

For the period of sixty (60) days after the final ratification of this Agreement in 2013, the following shall apply: An employee that has started an advanced college degree without prior submission to the Department Head may follow the request provisions outlined above.

C. Shift Differential:

- 1. 11 am – 9 pm - \$0.40/hour
5 pm – 3 am - \$0.80/hour
9 pm – 7 am - \$0.90/hour
7 pm – 5 am - \$0.85/hour
- 2. Overtime: When an employee works an overtime shift, they shall have this differential pay calculated at the rate of one and one-half times.

D. Overtime Compensation:

- 1. For other than sworn Officers, work performed in excess of forty hours per week will be compensated at one and one-half times the employee's regular rate of pay. All overtime will be authorized in advance by the Chief of Police or his/her designee.

2. Upon agreement between the City and the employee, a nonexempt employee may receive compensatory time in lieu of overtime pay in accordance with the provisions of the Fair Labor Standards Act. Compensatory time will accrue at the rate of one and one-half times the hourly rate for each one hour of overtime worked. The compensatory time will be taken off at a time agreed upon by the employee and the Police Chief or his/her designee. Each employee shall be able to accumulate up to 160 hours of compensatory time as a running total. An employee has the right to maintain up to 160 hours of compensatory time until his/her separation from the City, at which time it will be compensated by pay at the regular hourly rate for each hour of accumulated compensatory time hours. However, the City may from time to time compensate employees for any or all unused compensatory time credits.
- E. Call Out: Employees called out to work, except at times when such extends a regular work day, shall be paid for a minimum of three hours at a rate of 1 ½ times the regular rate of pay.
- F. Meals and Lodging: The City will reimburse bargaining unit employees for expenses for travel which is authorized in advance by the Chief of Police. Expenses which may include mileage, meals and lodging will be reimbursed at rates which are adopted by action of the City Council in conjunction with the Police Department.
- G. Uniform Allowances:
1. Bullet Resistant Vests:
 - a. Newly Hired Officers: The City shall purchase a bullet resistant vest in an amount not to exceed \$900, which shall remain the property of the City unless purchased by the employee for its fair market value.
 - b. Current Employees: The City will pay up to \$900.00 toward the cost of a replacement of an Officer's vest every five years or as needed through no fault of the Officer the vest becomes unusable and before the manufacturer's warranty expires.
 2. Uniforms:
 - a. Newly Hired Employees: Each probationary employee will receive a prorated uniform allowance based on 1/12 of the allowance for each whole month of employment between the start month and September 1st. The City will recoup through a reduction of any payment due to the employee a prorated amount of such allowance should a probationary employee separate from the City within 12 months of the payment of an allowance.
 - b. Nonprobationary Employees: Not later than September 1 of each year, each nonprobationary employee will receive a uniform allowance, from which required withholdings will be made. Officers will receive \$1,000.00 per year.
 - c. Should an employee separate from the City prior to 12 months after receiving any such allowance, the City may obtain a prorated repayment through deduction from compensation due the employee. Should the City be required to take action to

obtain such repayment, the cost of such action may be added to the prorated amount due. Employees shall promptly return all items issued by the City prior to the issuing of a final pay check.

- H. Training Officers: When specifically assigned by the Chief, employees who provide training for Reserves and newly hired employees shall be compensated \$1.00 per hour of time performing such assignment.
- I. Retirement: The City offers a VEBA program, per the provisions of City policy which may be modified from time to time by the City Council.
- J. POST Certification: Upon receipt of appropriate evidence that an Officer has attained one of the following certifications from POST, the City will beginning with the Officer's next pay period apply the single stipend below which represents the Officer's level of certification:

Intermediate.....\$0.14 per hour
Advanced.....\$0.20 per hour
- K. Court Appearances: Employees scheduled for court appearances in City Court when such duty is not attached to the beginning or ending of a regular work shift, shall be paid a minimum of three hours at a rate of pay 1 ½ times the regular rate of pay.

ADDENDUM B - CLASSIFICATIONS

- A. The herein below set forth classifications shall be effective as of the date indicated and shall remain in effect for the duration of this Agreement pursuant to the Article on Term of Agreement, as follows:
1. Patrolman Sergeant: The duties and responsibilities of this position shall be assigned at the discretion of the Chief of Police. The City will not be required to fill this position on the basis of seniority. The Chief of Police may fill or leave vacant this position at his/her discretion. Should the position currently be filled by an individual that has satisfactorily completed a one year probationary period as Patrol Sergeant, the Chief of Police may not vacate this position without recommendation by the City Manager and approval by the City Council.
 2. Probationary Patrolman: Probationary Patrolman is any patrolman during the first one year employment.
 3. Patrolman: In order to achieve this rank, the patrolman must have a satisfactory performance and have completed the probationary period.
 4. Police Department Office Assistant: All duties listed in the job description and at the discretion of the Chief of Police. The City will not be required to fill this position on the basis of seniority. The Chief of Police may fill, leave vacant, or vacate this position at his/her discretion.
 5. Detective: All duties listed in the job description and at the discretion of the Chief of Police. The City will not be required to fill this position on the basis of seniority. The Chief of Police may fill this position or leave it vacant at his/her discretion. Should this position currently be filled by an individual that has satisfactorily completed one year probation period as Investigator/Administrative Sergeant, the Chief of Police may not vacate this position without making a recommendation to the City Manager and the subsequent approval of the City Council.
- B. All changes in classification shall be by recommendation of the Police Chief to the City Manager. The City Council shall have final action on classification changes.

ADDENDUM C - GRIEVANCE REPORT FORM

CITY OF COLUMBIA FALLS

GRIEVANCE REPORT FORM
POLICE UNIT

Page 1 of 2

Date of Grievance: _____

STATEMENT OF GRIEVANCE:

A. _____

Contract Provision Violated: _____

B. _____

Contract Provision Violated: _____

C. _____

Contract Provision Violated: _____

use additional sheets if necessary

ACTION OR RELIEF REQUESTED: {A, B & C correspond to same above}

A. _____

B. _____

C. _____

Grievant's Signature: _____
Steward's Signature: _____ Date given to Chief of Police: _____

POLICE CHIEF'S RESPONSE:

A. _____

B. _____

C. _____

Police Chief's Signature: _____ Date given to Steward: _____

STEWARD'S RESPONSE:

A. _____

B. _____

C. _____

Steward's Signature: _____ Date given to Cit Manager: _____

CITY MANAGER'S RESPONSE:

A. _____

B. _____

C. _____

City Manager's Signature: _____ Date given to Steward: _____

THIS GRIEVANCE IS BEING SUBMITTED TO ARBITRATION

Union's Signature: _____ Date given to City Manager: _____

THIS GRIEVANCE WAS RESOLVED:

POLICE CHIEF'S RESPONSE CITY MANAGER'S RESPONSE ARBITRATION

Details: _____

City Manager's Signature: _____ Date: _____

Union's Signature: _____ Date: _____

