

**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

Table of Contents

PREAMBLE.....	4
ARTICLE I: Recognition.....	4
ARTICLE II: Management Rights	5
D. Labor Management Committee.....	6
ARTICLE III: Dues Assignment	7
ARTICLE IV: Hours of Work and Compensation	
A. Hours of Duty for Patrol Officers.....	7
B. Dispatchers.....	8
E. Compensation.....	9
F. Overtime.....	10
G. On Call Pay.....	10
H. Shift Premium	11
I. Minimum Staffing.....	11
J. Compensatory Time	11
K. Call Outs	11
L. Negotiator's Pay.....	11
M. Clothing/Equipment Reimbursement.....	11
N. Field Training Officer (FTO)	12
O. Longevity Pay.....	12
P. Certification Pay.....	12
Q. Termination Pay	12
R. Retirement Plan	12
S. Physical Fitness	13

ARTICLE V: Fringe Benefits

A.	Vacation Leave	14
B.	Sick Leave	15
C.	Holidays.....	16
D.	Emergency Leave	17
E.	Jury Service and Subpoena	17
F.	Military Leave	17
G.	Leave Without Pay.....	18
H.	General Provisions	19
I.	Insurance.....	19
J.	Educational Benefits	21

ARTICLE VI: Working Conditions

A.	Seniority.....	23
B.	Bulletin Boards	24
C.	Just Cause.....	24
D.	Job Safety	25
E.	Disabilities	25
F.	Training Time.....	26

ARTICLE VII: Grievance & Arbitration Procedure 26

A.	General Provision	26
B.	Grievance.....	27
C.	Arbitration.....	28

ARTICLE VIII.....29

SAVINGS CLAUSE..... 29

SIGNATURE PAGE 30

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.

ARTICLE II

Management Rights

- A. The Association recognizes the prerogative of the Employer to operate its affairs in all respects in accordance with its responsibilities, and the powers or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer, 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 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 Employer are to be conducted;
 6. Taking whatever actions may be necessary to carry out the mission of the Employer 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. All work Scheduling will be at the discretion of the employer including scheduling of overtime as required, in a manner most advantageous to the Employer and consistent with its requirements.
 10. The Employer shall have up to one (1) year for a Police Officer and six (6) months for Dispatchers and Animal Control new hires, to determine his/her satisfactory performance in the positions covered by this Agreement and may dismiss such employee without just cause during such probationary period.
 11. The Association recognizes that the City has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and

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.

ARTICLE III

Dues Assignment

- A. The Employer agrees to accept and honor an employee's voluntary written assignment of wages for payment of Association dues or equivalent contributions, as specified in amount by the Association. The Association 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 (not every time; annual or semi- annual), to the Treasurer of the Association 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 Association agrees to hold the Employer harmless for unintentional errors in the collection of voluntary written assignments of monies.
- D. All present employees covered by this Agreement who have not made application for membership in the Association shall, as a condition of employment, pay to the Association an amount equal to Association dues as a contribution toward the administration of this Agreement. New employees who fail to comply with this requirement within thirty (30) days after employment shall be discharged by the Employer within fifteen (15) calendar days after receipt of written notice from the Association unless the employee(s) comply with the requirement within the fifteen (15) calendar days.

ARTICLE IV

Hours of Work and Compensation

A. Hours of Duty for Patrol officers:

- 1. Patrol officers will be assigned two, fourteen (14) day cycles (28 days).
A 14-day cycle will occur in a 14-day period and will be made up of two (2) on, two (2) off, three (3) on, two (2) off, two (2) on, three (3) off and one 8-

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.

2. Part-time dispatchers are placed as needed into the rotations of an 8 hour shift to work into shifts #1/#2 and #3/#4 for the full time dispatchers to maintain 80 hours per pay period. This shift is one 8 hour shift every week.
 3. A part-time dispatch position will be 60 hours per pay period. Priority for the position is to cover the 8 hour scheduled shifts and utilize the remaining hours as shift coverage for the fulltime dispatcher's vacations, training, sick, holiday, etc. Any remaining hours will be scheduled as assigned by the Assistant Chief of Police to fill the 60 hours per pay period.
 4. Dispatchers: 12 hour shifts are designated as from 0600hrs to 1800hrs and 1800hrs to 0600hrs. 8 hour shifts are designated as from 0600hrs to 1400hrs and 1400hrs to 2200hrs and 2200hrs to 0600hrs.
- C. 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.
- D. An employee will be given at least five (5) working days advance notice before having his/her work schedule changed. The only exceptions to the notice requirement are by mutual consent or when an emergency has been declared. The exceptions are limited by the following: The Police Department shall give sufficient advance notice so that the affected employee shall have one (1) completed work shift between the time notice is given and the work shift for which the employee's hours are rescheduled. Notice times may be waived by mutual agreement.
- E. **Compensation:**

- (1) Base pay increases for all employees shall be as follows:

July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
80¢ per hour	80¢ per hour	80¢ per hour	80¢ per hour

- (2) New hire starting rates will be as follows:

	<u>July 1, 2018</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>	<u>July 1, 2021</u>	<u>July 1, 2022</u>
Officer	\$22.72	\$23.22	\$23.72	\$24.22	\$24.72
Lateral*	\$23.72	\$24.22	\$24.72	\$25.22	\$25.72
Dispatcher	\$17.83	\$18.33	\$18.83	\$19.33	\$19.83

* 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

CALL for sixteen (16) to twenty-four (24) consecutive hours, an employee will be compensated for two (2) hours at one and one half (1.5) times the regular rate of pay. In addition, every hour actually worked will be paid at the rate of pay earned. Personnel will not be compensated for ON CALL when there are other employees working which are qualified to cover the work requirements.

H. **Shift Premium:**

Those Officers and Police Department employees 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 Night Shift	\$1.00 per hour
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I. **Minimum Staffing**

All shifts will be manned at a minimum of one (1) officer per shift, to include the Chief of Police, the Assistant Chief of Police, and/or Reserve Officers.

J. **Compensatory Time**

Compensatory time may be allowed in lieu of overtime pay at the discretion of the Mayor. Compensatory time accrued at the rate of one and one half (1.5) hours for each hour worked over eighty (80) hours in a work period shall be limited to a maximum of forty (40) hours. Any time accumulated over forty (40) hours shall be paid at the overtime rate. Use of compensatory time shall be mutually scheduled with the employee and the Supervisor in advance and should be used within (6) six months. All compensatory time accumulated to forty (40) hours will be cashed out on June 30th of each calendar year. When taking time off, it will be the officer's choice to use accrued vacation or compensatory time.

K. **Call Outs:**

An employee called back to work, not as an extension of the regular shift, shall be compensated for a minimum of one (1) hour at 1 and 1/2 times the regular rate of pay.

L. **Negotiator's Pay:**

The City agrees to allow the Association's members to exchange accrued vacation and/or compensatory time for negotiation time.

M. **Clothing/Equipment Reimbursement:**

All employees of this unit are required to wear City of Colstrip/Colstrip Police Department

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.

R. **Retirement Plan:**

Patrol, Dispatchers, and Animal Control personnel will be in the Montana Public Employees Retirement System (MPERS) and will have opportunity to participate at their own expense in a 457 supplemental retirement plan.

S. **Physical Fitness**

1. All officers shall be required to submit to a physical fitness test on an annual basis, to be held between March 1st and May 31st of each year. Such physical fitness tests are defined in number 5 below and are agreed upon between the City of Colstrip and officers representing the MPEA Colstrip Police Unit.
2. Officers are allowed 1 ¼ hours to exercise per shift when another officer is on duty and available to handle the call load.
3. Officers who attain a passing score on the physical performance test will receive one extra day of leave annually. The extra day of leave length will be based on a regular full schedule work day.
4. Officers will be given two options as to which test they wish to perform. One will be the MPAT which is the current state used evaluation and the other will be a modified (3 Event) test based off of the Cooper Standards previously used by the Law Enforcement Academy. In order to earn the vacation day(s), the employee must successfully pass the MPAT at the current level set by the Montana Law Enforcement Academy (MLEA) or pass the modified Cooper test by achieving a minimum of 60% in each of the three events based on age and gender standards. Officers will be compensated for time spent in the testing process and commuting to and from the testing site.
5. The Police Chief or Assistant Chief will make arrangements for those wishing to complete this test for their annual requirement. Testing for the MPAT will be

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

himself, 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. It will transfer with the employee to the new agency within the City.

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.
4. Excess vacation time will be administered according to state law. MCA 2-18-617, lb.
5. The dates when an employee may take accrued vacation shall be determined by agreement between the employee and the supervisor. Vacation and training requests must be submitted at least 5 weekdays prior to requested dates off. Approved vacation cancelled by the employee must be done so in writing 5 weekdays prior to the original start date of the time off. Exceptions to the 5-day timeframes may be made by mutual consent.
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. Vacation time for the year, beginning January 1 of each year, will be determined initially based on seniority for the first 3 choices of time off for the calendar year with a maximum of ONE holiday-extension. This selection process will conclude March 31. Thereafter, additional requests for time off and vacation must be submitted at least 5 days in advance for purposes of scheduling. Exceptions may be made on a case-by-case basis by the Chief of Police or designee. Preference for time off will be based on a first come first serve basis In the event two

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.

2. a. Employees who work on the 'family holidays' of Memorial Day, July 4 Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be compensated at their regular rate of pay for four (4) additional hours for working these holidays. The Employer shall determine those employees who shall work such holiday time.
- b. The following will govern those who work partial days for whatever reason on the specified holidays. The family holiday pay will be prorated based upon how many hours a member works, as follows:
 - 1 minutes to 60 minutes = 1 hour work credit = .5 hour of family holiday pay
 - For every additional 1 to 30 minutes increment worked thereafter, .25 hour of family holiday pay shall be earned.
3. Employees on administrative leave with pay on a holiday will receive holiday pay.

D. **Emergency Leave:**

Upon the death of a member of the employee's immediate family, an employee may be granted up to five (5) eight hour scheduled work shifts or the equivalent of 40 hours for those employees working more than eight hour shifts off without loss of pay. Additional time off charged to sick leave or vacation leave may be granted upon approval of the Mayor. Immediate family is defined as the employee's spouse, parents, children, household dependents, brothers, sisters, brothers-in-law, sisters-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, aunts, uncles, and the same relationship of the spouse.

E. **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 employee's normal working hours shall be applied against the amount due to the employee from his/her Employer. However, if an employee elects to charge his juror or witness time against his/her annual leave, he/she shall not be required to remit his/her fees to the Employer. In no instance is an employee required to remit to his/her Employer any expense or mileage allowance paid by the court. Employee shall not lose cumulative benefits because of juror or

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

work earlier than anticipated, such request will be made in writing and the Chief of Police may decide to either accept or deny that request.

e. Consideration will be given to requests and recommendations for unpaid leave of absence in accordance with the following conditions:

(i) Personal illness or accident. When absence beyond the time provided by the paid sick leave policy is necessary, a physician's statement must be submitted showing diagnosis of illness or injury, prognosis, and expected date of return to work.

(ii) Family illness or personal business. When circumstances are of such an exceptional nature that it compels absence from work, requests must be submitted in writing specifying complete details for the reasons for the request

H. 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) hours.

I. Insurance

1. The Benefit Coordinator is responsible for all communications and disclosures concerning City benefits and for compliance with all applicable laws and regulations. In addition, the Benefit Coordinator shall be available to answer employees' questions concerning benefits and shall counsel new employees, employees as they achieve eligibility, retiring employees, and non-employee beneficiaries as to specific benefit coverage and required forms and designations. The Benefit Coordinator will furnish to each eligible employee, information relating to any City Deferred Compensation as provided for pursuant to Montana Statutes. The Benefit Coordinator will furnish the following information to each participant in a Health and/or Pension plan:

- 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

and part time employees based on a prorated scale: $\frac{3}{4}$ time employees receive 75% of the fulltime benefit, and $\frac{1}{2}$ time employees receive 50% of the fulltime benefit. Employees working less than $\frac{1}{2}$ time will receive FSA only. The City pays 100% of the MMIA Madison plan family rate for fulltime employees and prorated for part time employees as listed above. The City pays 100% of dental, vision, and life insurance for employees who work at least half time.

If an employee chooses another option on the menu of plans, this equates to the City's contribution and the employee must make up the difference, if any. Any difference may be taken from the allocated flexible medical spending account.

7. The City of Colstrip will contribute \$2500 per year into each employee's flexible medical spending account (FSA) or will provide each employee with a "half cash" option of \$1250 which is subject to applicable taxes which are the responsibility of the employee. Unused portions will be returned to the employees equally at the end of the plan year once the City has received the unused benefits. The year-end grace period for individuals will remain in place.
8. If there is a change in the law and the City no longer pays for employee insurance and flex plan, then the employer and union shall meet and negotiate a new provision that converts the cost of this benefit to other wages and benefits.

J. **Educational Benefits**

1. If a regular full or part-time employee desires to take advantage of educational or training opportunities, it is the employee's responsibility to submit to the Department Head a written request for such training describing the content, schedule, cost, and reasons for the course, PRIOR to enrolling for the education or training course(s). Seasonal, temporary, or short-term employees are not eligible for education reimbursements. Qualifying classes must be job-related and pre-approved by the department head and Mayor. Approval will be based on budgetary conditions, accreditation of educational institution, applicability of coursework to the City's needs, and the employee's professional development. A signed agreement with the employee shall be obtained after approval from the department head and Mayor.

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.

7. Where applicable, any employee required to maintain any License of Certification as a mandatory job requirement shall continue to maintain the proper class operator's license or certification as a condition of their employment. Each employee thus affected authorizes the Montana Department of Justice and/or the Police Department to release to the appropriate Department Head periodic operator license status reports. If there is any change in the status of your operator's license or certification, the Office must be notified immediately. The City will pay for any training, physical examination, or license renewal costs for the employee.
 8. Each employee shall maintain their insurability to perform their required work with the City.
 9. This policy is not a guarantee that funding will be available. Funding availability depends on training budgets within each department.
 10. Reimbursement shall be subject to Internal Revenue Service rules governing educational assistance programs.
- K. **Per Diem:** Per diem will be paid as follows: breakfast \$15, lunch \$16, and supper \$28.

ARTICLE VI

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 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, 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.

2. For other than criminal offenses and serious misconduct, the Employer shall use progressive discipline; based upon warning letters, suspensions, and/or discharge. Complaints on individual officers may be turned over to internal affairs for investigation. Employees under internal investigation shall be given weekly updates at their request. Any disciplinary action necessary as a result of an internal affairs investigation will be issued to the employee and the Union will be notified. Any employee who has been disciplined, suspended, removed, or discharged by the Mayor may appeal the decision pursuant to the grievance procedure or another election of remedy.

Note: The paragraph below is intended to clarify how complaints or potential disciplinary issues will be addressed, which 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. An internal affairs complaint will be initiated and held in abeyance until information is available, which would call for an appropriate internal affairs investigation. Upon completion of the investigation, the internal affairs file will be turned over to the Chief of Police for resolution according to contract language above.

3. Any disciplinary notices/letters issued shall be considered in effect for a period of 12 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.

D. **Job Safety:**

Employees shall not be required to use defective equipment. Employees will not be given orders or 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 Association for resolution. The City of Colstrip shall furnish level 3A body armor for each Police Officer on a rotating five (5) year basis. The details of which armor should be replaced will be scheduled between the Chief of Police and the bargaining unit. Body armor remains the property of the City of Colstrip.

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.

Employees have the choice of following the grievance procedure in this agreement or going to the police commission, but not both.

Failure to comply with the established formal procedures provided in this Article shall constitute a waiver to continue the grievance process by the party in default. If the Employer fails to respond to a grievance, it shall be automatically moved to the next step. Definition of 'business day' or 'day' shall be Monday through Friday excluding holidays.

By mutual consent, timelines may be extended at each step of the grievance procedure.

All grievance(s) shall be written and shall consist of at minimum:

1. The name of the employee(s) or designation of the group of employees claiming to be aggrieved; and
2. The nature of the grievance; and
3. The section(s) of the agreement violated, as applicable; and
4. The remedy or correction being requested by the Union.

B. Grievance

STEP ONE - When an employee cannot resolve the complaint informally, the employee should bring the matter formally, in writing to his immediate Supervisor, within ten (10) days of the event giving rise to the grievance or of the time the employee could reasonably expect to have knowledge of the event. The Association Representative will sign off on the grievance document. The immediate Supervisor will give a written response within ten (10) days.

STEP TWO - If the grievant is not satisfied with the disposition of the grievance, or the immediate Supervisor fails to respond, the employee may appeal in writing to the Chief of Police within ten (10) days of the Supervisors decision or failure to respond. The Chief of Police will review the grievance with the employee, Association Representative, and Supervisor and issue a written decision within ten (10) days.

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

arbitration proceedings, the party requesting the transcript, must make such request in advance of the hearing and shall pay the cost of such transcript.

ARTICLE VIII

This Agreement shall be in full force and effect retroactively beginning July 1, 2018 and shall continue through June 30, 2022.

Both parties further agree to notify in writing, at least 120 days prior to the expiration date of this Agreement that it desires 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. The parties have bargained with full knowledge of scope and effect and agree to the conditions specified within the boundaries of this Agreement. 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.


During the term of this agreement, negotiations may be opened by mutual agreement at the request of either party. Negotiations may also be opened by either party in the event that federal and/or state law changes and impacts the employees of the bargaining unit with regard to health insurance coverage.

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

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

