

# COLLECTIVE BARGAINING AGREEMENT

Between the

WEST YELLOWSTONE POLICE  
PROTECTIVE UNIT OF MPEA



and the

TOWN OF WEST YELLOWSTONE



**July 1, 2018 thru June 30, 2021**

## AGREEMENT

This Agreement, made and entered into by, and between, the TOWN OF WEST YELLOWSTONE, a Political Subdivision of the State of Montana, hereinafter called the "EMPLOYER" or "TOWN", and the WEST YELLOWSTONE POLICE PROTECTIVE UNIT of the MONTANA PUBLIC EMPLOYEES ASSOCIATION, referred to as the "ASSOCIATION".

Whereas the Employer considers the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees and insofar as such practices and procedures are appropriate to the functions and obligations of the Employer acting through its Town Manager, to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the Employer and its employees.

Whereas it is the intention of this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and employment conditions of the employees covered by this Agreement, to prevent interruption of work and interference with the efficient operation of the Employer and to provide an orderly and prompt method of handling and processing grievances.

Now, therefore, the parties agree with each other as follows:

### **ARTICLE 1, RECOGNITION AND MEMBERSHIP**

- A. The Employer recognizes the Association as the sole and exclusive bargaining agent for all employees who are or may perform bargaining unit work under the Association's jurisdiction as certified by U.D. No. 28-78.
- B. The Employer recognizes the Association consists of all sworn officers of the West Yellowstone Police Department with the exception of the Chief of Police.
- C. The stewards will provide the Association in writing the name, address, and date of hire of all new employees within fifteen (15) business days of hire.
- D. No member of the Association shall be discharged or discriminated against for upholding Association principles. Any member working under instructions of the Association, or who has served on the Association committee shall not lose his/her position or be discriminated against based on that service.
- E. No employee under the jurisdiction of the Association, prior to the date of this contract, who is receiving more than the rate of wages designated in this schedule, shall suffer reduction in the wage rate or conditions of employment through the operation, or because of the adoption, of this Agreement.
- F. The authorized business representative(s) of the Association shall be permitted to visit employees upon giving notice to the Town Manager or the Chief of Police and obtaining their permission.

## **ARTICLE 2, ILLEGAL DISCRIMINATION**

The Employer and the Association agree that neither shall discriminate against applicants for employment, or any employee as to the terms and conditions of employment, by reason of race, religion, color, sex, age, disability, sexual orientation or national origin/creed, or veteran status. The parties further agree to use the complaint process described in the Town of West Yellowstone Personnel Policy Manual to investigate and resolve discrimination complaints.

## **ARTICLE 3, ASSOCIATION SECURITY**

- A. Employees covered by this Agreement as a group shall not be required to join the Association but must, as a term and condition of employment, pay a representation fee to the Association.
- B. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Association within thirty (30) calendar days. Changes in the Association membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be done at least thirty (30) calendar days in advance of such change.
- C. All employees covered by the terms of this Agreement shall within thirty (30) calendar days of the signing of this Agreement, or within thirty (30) calendar days of employment, whichever is later, pay dues or the representation fee to the Association. The Employer shall discharge employees who fail to comply with this requirement within thirty (30) calendar days after receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after the thirty (30) calendar day period specified above. The discharge of the affected employee(s) shall occur thirty (30) calendar days from receipt by the Employee of the Association's written notice of default and demands for discharge.
- D. The Employer, within thirty (30) calendar days of the signing of this Agreement, shall present the Association with a list of names and addresses of all current employees covered by this Agreement, and shall update such list for all new hires.
- E. The Association will indemnify, defend and hold the Employer harmless against any and all claims made and against any suit instituted against the Employer, including but not limited to attorney's fees and costs of defense thereof, on account of any provision of this Article.

## **ARTICLE 4, MANAGEMENT RIGHTS**

Pursuant to Section 39-31-303, MCA, the Association shall recognize the prerogative of the Employer to operate and manage its affairs in such areas as, but not limited to:

1. Directing employees.
2. Hiring, promoting, transferring, assigning, and retaining employees. Relieving employees of duties because of lack of work, funds, or under conditions where continuation of such work or funds would be inefficient and nonproductive.
3. Maintaining the efficiency of government operations.
4. Determining the methods, means, job classification, and personnel by which the Employer operations are to be conducted.
5. Taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency.
6. Establishing the methods and processes by which work is performed.

## **ARTICLE 5, HOURS OF WORK, OVERTIME, AND SHIFT DIFFERENTIALS**

This Article shall not conflict with Title 39, Chapter 3, Part 4, MCA.

- A. The Chief of Police or their designee shall schedule the beginning and ending time for all shifts and all scheduled overtime. The Chief of Police or their designee will schedule officers for a 40-hour workweek. This may be done through either a 5-day, 8-hour shift work week or a 4-day, 10-hour work week.

If the Chief of Police determines it is operationally necessary, the Department may utilize a 12-hour day, 84-hour two week pay period for as long as it is required to maintain an acceptable level of coverage for the Town.

- B. Change in Schedule: Except in cases of an unanticipated event, the Chief of Police, or their designee, will attempt to notify an employee of a change in their regular work schedule by delivery of such notice in a manner consistent with Town Policy.
- C. All parties agree that police officers are in a position where all hours cannot always be controlled administratively. This requires working irregular hours or unscheduled overtime duties. The officer will be generally responsible for recognizing circumstances that require them to remain on duty beyond the

end of their regularly scheduled shift.

- D. Officers shall be paid at the rate of one and one half (1.5) times their regular rate of pay for all time worked in excess of the regular scheduled shift, whether before or after their regularly scheduled shift, as determined by the Chief of Police. The officer will include an articulation for why the overtime was necessary on their timesheet.
- E. Call-Out Overtime- Call-out overtime is considered an unscheduled request to report to duty and not coinciding with a prior scheduled work shift. A minimum of two and one half (2.5) hours or actual hours worked, whichever is greater, shall be counted as overtime and paid out at one and one half (1.5) times the applicable hourly rate for that employee.
- F. Police union members who are in attendance at the Montana Law Enforcement Academy (MLEA) Basic Course will be compensated for the length of time of instruction. In addition, each officer will be paid at the rate of straight time for the initial travel time required to get to the MLEA and to return to West Yellowstone following completion of the course. The Town will provide a vehicle and fuel for transportation to and from the academy.
- G. Nighttime Differential: Officers required to work between the hours of 18:00-06:00 (6pm – 6am) shall be compensated by an additional \$1.00/hour.
- H. Police union members will answer off duty calls for service if available. The Town of West Yellowstone will not place, consider, or assign officers in a mandatory on-call status without first bargaining with the union.
- I. In accordance with Montana Department of Labor & Industry Rule # 24.16.1006, officers will be exempt from the Town Personnel Policy Manual requiring all employees to take an unpaid meal break each shift.

## **ARTICLE 6, HOLIDAYS**

Employees who must work on any of the below listed holidays shall be paid at the rate of one and one half (1.5) times the applicable hourly rate for that employee. As a 24/7 Department, holidays will only be observed on the actual holiday and will start at 00:01 hours and end at 24:00 hours. Holiday Pay defined as pay for observance of a holiday, will be paid at straight time.

The following days shall be considered holidays as outlined in Section 1-1-216, MCA:

1. New Year's Day, January 1.
2. Martin Luther King Day, third Monday in January.
3. President's Day, third Monday in February.

4. Memorial Day, last Monday in May.
5. Independence Day, July 4.
6. Labor Day, first Monday in September.
7. Columbus Day, second Monday in October.
8. Veteran's Day, November 11.
9. Thanksgiving Day, fourth Thursday in  
November.
10. Christmas Day, December 25.
11. State-wide Election Day in November of even years.
12. Any day declared a national legal holiday for all governmental subdivisions within the entire nation by the President of the United States; any day declared a state legal holiday for all State and local political subdivisions by the Governor of the State of Montana; any day declared a legal holiday for all Town government employees by the Council of the Town of West Yellowstone.

## **ARTICLE 7, VACATION**

This Article shall not conflict with Title 2, Chapter 18, Part 6, MCA.

Vacation leave means an absence with pay at the request of the employee and with the concurrence of the Town.

Each full-time employee shall earn annual vacation leave credits from the first full pay period of employment. However, employees are not entitled to use any vacation leave with pay until they have been continuously employed by the Town for a period of six (6) months. For calculating vacation leave credits, 2080 hours (52 weeks x 40 hours) shall equal one year. If employees are moved to 84 hour pay period by the Chief of Police, then the calculation for determining vacation leave credits will be modified. Part-time employees will earn a prorated amount of vacation leave and may use them after six (6) months of continuous employment.

Proportionate vacation leave credits shall be earned and credited at the end of each pay period. All vacation leave credits shall be earned as is consistent with the Town's Personnel Policy Manual and in accordance with the following schedule:

- From one (1) full pay period to less than ten (10) years of employment at the rate of 120 hours for each year of service.

- From ten (10) to less than fifteen (15) years of employment at the rate of 144 hours for each year of service.
- From fifteen (15) to less than twenty (20) years of employment at the rate of 168 hours for each year of service.
- After twenty (20) years of employment at the rate of 192 hours for each year of service.

When an employee submits a request for vacation, the Employer must respond to the request within five (5) business days. When possible, the employee must make the vacation request in writing at least fifteen (15) business days in advance of the first day of leave to be taken.

Vacation leave credits may be accumulated to a total not to exceed two (2) times the maximum hours earned annually as of the end of the last pay period of the calendar year. Excess vacation time is forfeited if it is not taken prior to April 30 of the following calendar year. It is the responsibility of the Chief of Police or their designee to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use excess vacation leave before the excess must be forfeited and the Chief of Police or their designee denies the request, the excess vacation leave is not forfeited and the Town shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited.

Separation from service- An employee whose employment with the Employer is terminated, by either party, shall be entitled to cash compensation equal in value to the amount of unused vacation leave. If an employee transfers between Departments of the Town, there shall be no cash compensation. In such a transfer, the accrued vacation credits transfer with the employee.

Absence because of illness is not chargeable against vacation leave unless approved by both the employee and the Employer.

## **ARTICLE 8, SICK LEAVE**

Sick leave shall be granted in accordance with 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 as defined in the Personnel Policy Manual.

- Each full-time employee is entitled to and shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (40 hours x 52 weeks) shall equal one year.— If employees are moved to 84 hour pay period by the Chief of Police, then the calculation for determining sick leave credits will be modified. Part-time employees will earn a prorated amount of sick leave and may use them after six (6) months of continuous employment. Sick leave credits shall be earned

at the rate of ninety-six (96) hours for each year of service without restriction as to the number of working days/hours the employee may accumulate.

- An employee may not accrue sick leave credits during a leave of absence without pay.
- An employee begins to accrue sick leave credits from their first day of employment but is not entitled to be paid for sick leave until they have been employed continuously for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits they have earned.

Employees that were in a pay status as of the signing of the last contract (January 28, 2016) shall continue to receive the sick leave lump sum payment at the end of employment as shown in the table below:

<b>Years of Service</b>	<b>Payout</b>
1-5 years	25%
6-10 years	30%
11-15 years	40%
15-20 years	60%
21+ years	75%

Employees hired after January 28, 2016 are entitled to a lump sum payment equal to 25 percent of the pay attributed to the accumulated sick leave. Any employee who receives a lump-sum payment as outlined above and who becomes employed by the Town at a later date shall not be credited with any sick leave for which they have been previously compensated.

## **ARTICLE 9, RULES, REGULATIONS, AND POLICIES**

- A. All rules, regulations, and policies of the Employer not specifically covered by this Agreement shall remain in full force and effect, provided such rules, regulations, and policies are not in direct conflict with the terms of this Agreement. The policies of the Employer are as set forth in Municipal Police Force Law, Section 7-32-4101 et seq., MCA, unless specifically modified by the terms of this Agreement and the Town of West Yellowstone Personnel Policy Manual. In the event of a conflict between the Personnel Policy Manual and this Agreement, the terms of this Agreement shall control.
- B. The Employer agrees to discuss with the Association and its stewards the establishment of new rules, regulations, and policies affecting employees, or changes in such rules, regulations, or policies, prior to placing them in effect. Changes shall be posted on bulletin boards or electronically for a period of fifteen (15) business days and the comment period prior to implementation shall be an additional fifteen (15) business days. In addition, the Employer will provide written notification of the changes to the Stewards and the Montana Public Employers Association



at the same time the changes are posted.

- C. Employees shall comply with all reasonable rules, regulations, and policies as set forth above, providing they are uniformly applied and enforced.
- D. Nothing in the Article shall limit the Employers right to enact rules, policies and regulations.

#### **ARTICLE 10, HEALTH AND SAFETY**

- A. The Town shall adopt and implement safety policies consistent with the Montana Safety Policy Act. Both parties to this Agreement hold themselves responsible for the mutual cooperative enforcement of safety rules and regulation.
- B. In accordance with Title 7, Chapter 32, Part 4132, MCA, in the event an employee is injured in the performance of his/her duties and requires medical or other remedial treatment for injuries that render the him/her unable to perform his/her duties, the employee will be paid by the Town the difference between the employee's base net salary, minus adjustments for income taxes and pension contributions, and the amount received from workers' compensation until the disability has ceased as determined by workers' compensation, or for a period not to exceed one (1) year, whichever occurs first. To qualify for the partial salary payment provided for above, the employee must be unable to perform his/her duties as a result of the injury.
- C. The Employer agrees to hold the position open for one year from the date of injury.

#### **ARTICLE 11, STEWARDS**

Employees selected by the Association to act as Association representatives shall be known as "Stewards". The Association may select no more than two (2) stewards. The names of employees selected as stewards and the names of other Association representatives who may represent the employees shall be certified in writing to the Employer by the Association. The Employer will not discriminate against any Association steward for legitimate steward activity. These activities include investigation of formal grievances and receiving notification of serious accident and/or health hazards. Stewards may investigate and discuss grievances in their work areas providing they first secure the permission of the Chief of Police. The Town shall allow work release time for not more than one (1) steward for the purpose of participating in collective bargaining negotiations.

The Association shall provide the names of the Association stewards to the Town within fifteen (15) business days of their selection. In the event a steward leaves, the Association shall select a new steward and notify the Town of the new steward's name within thirty

(30) calendar days.

## **ARTICLE 12, SENIORITY**

- A. Seniority serves only as a qualification for benefits expressly provided for in this Agreement and shall have no other effect. Seniority shall take effect twelve (12) months after the first day of employment. During the first twelve (12) months of employment, each employee shall be considered a probationary employee. After completion of the probationary period, the employee shall achieve seniority based on the date of hire as a police officer with the Department. There shall be no seniority among probationary employees and they may be laid off, discharged, or otherwise terminated at the sole discretion of the Employer.

If more than one employee is hired on the same date, seniority is based on ranking as determined at the time of hiring.

In case of reduction of forces, probationary employees shall be terminated first. After probationary employees have been terminated, reductions will proceed in "reverse seniority" order; the last employee hired shall be the first employee to be laid off. Employees released due to a reduction in force are subject to recall on a seniority basis. In the event of a reduction in forces, the Employer agrees to provide the employees 30 days' notice. Employees recalled after a reduction in force will be allowed five (5) business days to accept or decline reemployment.

- B. Discharge for cause, voluntary resignation, medical leave in excess of one year, or more than 18 months layoff shall break seniority.
- C. When a vacancy occurs in any job classification in the Department, the Department may use the internal recruitment process to recruit for such vacancies on the basis of qualifications and seniority. In the event that a current employee from Department meets the qualifications for the position, is selected to fill the position, and accepts the new appointment, that employee shall retain service credit (s) for determining benefits.

## **ARTICLE 13, DISCIPLINE**

- A. This Agreement shall govern the discipline, up to and including termination, of Police Department employees.
1. Employer shall not discharge non-probationary employees without just cause. Minor rules infractions will not be cause for discharge or suspension without an established pattern of continued misconduct. An established pattern is defined as more than three minor violations during a twelve (12) month period.

Minor violations will be annotated on a standard Employee Warning Notice that entitles the employee to also make a statement about the events.

2. Warning notices will be placed in the employee's personnel record and may be used as a basis for determining performance during annual evaluation. The Chief of Police must complete warning notices within ten (10) business days of discovery.
3. It is the policy of the Town that discipline should be used to encourage appropriate standards of behavior and promote proper employee conduct. When circumstances permit, the Chief of Police and/or the Town Manager are to pursue a philosophy of "Progressive Discipline," whereby employees receive increasingly severe levels of discipline for each successive instance of related misconduct. This will provide an employee an opportunity to modify and correct the behavior and/or work deficiencies.
4. When imposing disciplinary measures on a current incident, the Chief of Police and/or the Town Manager will not take into consideration prior infractions of the Town or Departmental rules and regulation that occurred more than eighteen (18) months previously.
5. In such instances where progressive discipline has failed to achieve an employee's compliance with expected standards of behavior and a decision to dismiss the employee is under consideration, it is appropriate to review the employee's entire employment record with the Town.
6. It should be understood that depending on the nature and circumstances of the unsatisfactory performance or behavior, the Chief of Police and/or the Town Manager may use any disciplinary measure deemed appropriate within their judgment and is not bound to follow the sequence outlined above. Progressive discipline is not necessarily required for discharge or suspension if the employee is dismissed or suspended for cause.

The following non-inclusive reasons may be sufficient for dismissal for cause:

- a. Incompetence or inefficiency in the performance of duties.
- b. Conviction of a criminal offense involving moral turpitude.

- c. Violation of any lawful or official regulation or order, or failure to obey any lawful direction made and given by a Chief of Police and/or the Town Manager where such violation or failure amounts to an act of insubordination or a breach of proper discipline or has resulted or might reasonably be expected to result in loss or injury to the Town or the public.
  - d. Use of offensive conduct or language toward the public, Town officials, or other employees.
  - e. Carelessness and/or negligence in the handling and control of Town property.
  - f. Inducing or attempting to induce any Town employee to commit an unlawful act or to act in violation of any lawful and reasonable official regulation or order.
  - g. Taking any fee, gift, or other valuable thing in the course of work or in connection with work, for personal use when such is given with the expectation of receiving a favor or better treatment.
  - h. Dishonesty in the performance of duty, or in the employee's application for employment with the Town.
  - i. Unauthorized absence from work.
  - j. Drinking of alcoholic beverages or using any drug(s) to the extent of affecting job performance as determined by the Town, or consumption or use of alcoholic beverages or illegal drugs while at work.
  - k. Possession, use, distribution, sale, or manufacture of a controlled substance.
  - l. Failure to satisfactorily perform job duties, disruption of the Employer's operation, or other legitimate business reason.
  - m. Violation of the Town's Drug and Alcohol Testing Policy.
7. The Chief of Police and/or the Town Manager shall start the investigation of the questionable behavior or conduct within fifteen (15) business days of notification of the same. Upon completion of the investigation, the Chief of Police and/or the Town Manager will

notify the employee and the Association of results in writing.

Circumstances related to both warning notices and suspension or termination may be grieved using the grievance procedure.

## **ARTICLE 14, GRIEVANCE PROCESS.**

Employees are encouraged to discuss concerns about work related conditions. A grievance is defined as an employee's expressed feeling of dissatisfaction concerning conditions of employment or treatment by the Town administration. If the issue cannot be resolved with the Chief of Police, employees may submit a formal grievance. Time lines stated in the grievance procedure may be extended at any time upon mutual written consent of both parties. All reasonable attempts shall be made to resolve grievances at the lowest level when possible.

**STEP I** Any grievance must be discussed at this level within fifteen (15) business days of the employee becoming aware of the initial problem. This step is an opportunity for both parties to resolve the issue informally through a dialogue with the Chief of Police. The Chief of Police has fifteen (15) business days to resolve the grievance or inform the grievant that the grievance may advance to the next step. If the magnitude of the grievance is serious enough that termination is the remedy proposed by the Employer, this step may be bypassed.

**STEP II** The grievant has fifteen (15) business days from the end of Step I to present the grievance formally in writing to the Chief of Police. Formal filing of a grievance means that the grievant must present a brief but thorough written description of the grievance and the facts upon which it is based.

It also must detail the proposed remedy or correction sought with reference made to the Section of the collective bargaining contract that the grievant believes was violated. In addition to the above, the grievant must contact the MPEA Field Representative for information and advice. The Chief of Police shall have fifteen (15) business days to resolve/respond to the grievance. If the grievance is still unresolved the Chief of Police will render their decision to the employee in writing and forward a copy to the Town Manager.

**STEP III** Following receipt of the Chief of Police's response to Step II, the Town Manager shall have fifteen (15) business days to review the grievance and provide a written response to the involved parties.

**STEP IV** In the event the grievant is not satisfied with the response from Step III, the grievant may proceed to arbitration. The parties may request

a list of five (5) arbitrators from the State of Montana Board of Personnel Appeals. The parties shall meet within seven (7) calendar days of receiving the list to decide upon an arbitrator. The parties may select an arbitrator by mutual agreement, or by alternately striking names from the list. The order by which names shall be struck from the list shall be determined either by mutual agreement or by flipping a coin. The last name left on the list shall be designated the arbitrator.

The Parties shall jointly contact the arbitrator and establish a date for the arbitration hearing. The arbitrator shall rule on the matters within the scope of the terms of this Agreement only and the arbitrator's decision shall be binding on both parties.

Each party shall bear the fees and expenses of the presentation of its case. The fees and expenses of the impartial arbitrator shall be shared equally between the parties. In the event either party to the arbitration requests a transcript of the proceedings, the party requesting the transcript shall bear all costs of such transcript.

#### **ARTICLE 15, UNIFORM ALLOWANCE & TRAINING AMMUNITION**

The Employer will supply employees with all required uniform items and footwear to perform their duties as reflected in the Police Department Policies.

The Employer shall provide duty and training ammunition as required by the policies for the Police Department.

#### **ARTICLE 16, HEALTH AND WELFARE**

- A. The Employer shall contribute 75% of each premium and the employee shall contribute the remaining 25% of the current health insurance in effect.
- B. The health and safety of employees shall be reasonably protected while in the service of the Employer. Both parties to this Agreement hold themselves responsible for the mutual cooperative enforcement of safety rules and regulations.
- C. If the employee desires, the Employer will provide a membership to a local gym or fitness center at no cost to the employee. Employees shall be responsible for all federal and state taxes associated with the Town's provision of the gym membership.
- D. The Employer shall carry a \$50,000 life insurance policy on each officer.
- E. Part-Time employees shall receive benefits at a pro-rated cost as outlined in the Town's Personnel Policy Manual

## **ARTICLE 17, LIGHT DUTY/PARENTAL LEAVE**

Maternity & Parental Leave shall be in accordance with Town Personnel Policy Manual, adopted in August 2017.

In accordance with Section 7-32-4136, MCA, the Chief of Police may, at their discretion, utilize a sick or injured employee in a "light duty" capacity with the written authorization from the employee's treating physician.

## **ARTICLE 18, LIABILITY INSURANCE**

The Employer, in accordance with Section 2-9-305, MCA shall pay the necessary premiums to provide general liability insurance and the necessary surety bonds for all employees performing their duties for essential Town business.

In the event an employee is personally sued as a result of performing their work duties, the Employer will defend the employee in accordance with terms and conditions outlined in Section 2-9-305, MCA.

## **ARTICLE 19, TRAINING AND EDUCATIONAL ADVANCEMENT**

The Employer shall provide proper training and education for the advancement and benefit of the employees. Such training and education shall be recommended by the Chief of Police. The Employer will meet or exceed the State of Montana's minimum annual training requirements. Refer to the Town Personnel Policy Manual Sections 06-14, 06-16, and 11-05 for specific education benefits.

## **ARTICLE 20, PENSIONS**

The Town will continue to participate in the Municipal Police Officers' Retirement System (MPORS). Officers may elect to make their own contributions to the Town's Section 457 plan.

## **ARTICLE 21, COMPENSATION AND PAY PERIODS**

- A. Addendum A is the pay plan for current employees.
- B. Employees shall move to the next pay increments by satisfactorily performing duties as documented by their most recent evaluation and in accordance with Montana POST Certification Requirements as outlined below:
  - 1. **Entry:** Shall be from the date of hire until the end of the probationary period, unless the officer currently holds a Basic Certificate or higher. Officers who hold a higher certificate will start at the level of their certificate but will be paid at one pay

band lower than level of their certificate for the duration of the probationary period.

2. **Basic:** Officers must have completed:
    - a. The discipline-specific Basic Course at MLEA or a POST-approved equivalent
    - b. One full year of discipline-specific employment with the Town
    - c. Their probationary period with the Town.
  3. **Intermediate:** Officers must have completed:
    - a. The discipline-specific Basic Certificate
    - b. Served at least one (1) year with the Town and be satisfactorily performing the duties, attested to by the Chief of Police
    - c. Four (4) years' discipline-specific experience and 200 job-related POST training hours
  4. **Advanced:** Officers who must have completed:
    - a. The discipline-specific Intermediate Certificate or higher
    - b. Served at least one (1) year with the Town and be satisfactorily performing the duties, attested to by the Chief of Police
    - c. Eight (8) years' experience discipline-specific and 400 job-related POST training hours
- C. Pay periods for all employees will be a two-week period opening on Sunday and closing every second Saturday for a total of 26 pay periods per year. Paychecks will be distributed every two (2) weeks, five (5) business days after the end of the pay period.
- D. Voluntary deductions will be based on current pay practice as administered by the Town.

## **ARTICLE 22, PERSONAL USE OF TOWN FACILITIES**

Personal use of Town facilities will be in accordance with Town policy. This policy may be changed by mutual agreement of both parties.

## **ARTICLE 23, MUTUALLY AGREED NO STRIKE, NO LOCKOUT**

During the processing of any matter under the grievance Article, or at any other time during the term of this Agreement, the Association agrees not to strike, render unfair reports, or cause slow down. The Employer agrees not to lock out employees represented by the Association.



## **ARTICLE 24, TERM OF THE AGREEMENT**

Except as provided below, this Agreement shall terminate on June 30<sup>th</sup>, 2021.

On or before March 1, 2021, the bargaining unit may notify the Town in writing or electronically of its desire to negotiate the terms and provisions of a successor Agreement and the Town reserves the right to notify the Association of its desire to open negotiations. Promptly following such notification, the parties shall meet and engage in such negotiations.

If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the date specified above, this contract shall automatically be renewed for a single one-year term. After this one-year period is over, the Agreement expires completely. If neither party wishes to make changes, a new contract term shall be agreed upon.

Both parties, by mutual agreement, may agree to negotiate specific contract issues or articles during the contract period, but any change must be by mutual agreement between parties.

This Agreement shall be effective as of the signed date or the start date of the contract whichever is the later.

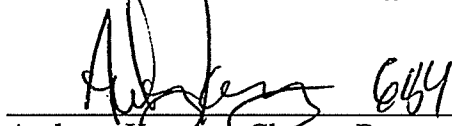
Ratification of terms of Agreement between the Town of West Yellowstone and the members of the Montana Public Employees Association, West Yellowstone Police Protective Unit entered into on June 14<sup>th</sup>, 2018.

**For the Town of West Yellowstone:**

  
\_\_\_\_\_  
Daniel Sabolsky, Town Manager

5/17/18  
Date

**For the West Yellowstone Police Protective Unit, MPEA:**

  
\_\_\_\_\_  
Anthony Kearney, Chapter Representative

6/5/2018  
Date

  
\_\_\_\_\_  
Megan Casey, Field Representative

5-30-18  
Date

  
\_\_\_\_\_  
Quinton Nyman, Executive Director

5/30/18  
Date

## Addendum A

### New Hire Starting Wages:

Level	Current	Year 1 \$1	Year 2 3%	Year 3 2%
Entry	\$ 18.09	\$ 19.09	\$ 19.66	\$ 20.05
Basic	\$ 19.25	\$ 20.25	\$ 20.85	\$ 21.26
Intermediate	\$ 22.50	\$ 23.50	\$ 24.20	\$ 24.68
Advanced	\$ 26.03	\$ 27.03	\$ 27.84	\$ 28.39

NOTE: These salary adjustments will become active once the current contract term expires on June 30, 2018 and are not retro-active. Currently employed officers will be provided a \$1/hour raise in the Year 1, a 3% raise in Year 2, and 2% raise in Year 3 of this contract. Currently employed officers will still be eligible for incremental increases based on their length of service and achieved training levels as outlined in Article 21.

