

# **COLLECTIVE BARGAINING AGREEMENT**

*Between*

**CITY OF COLUMBUS, MT**

*and*

**COLUMBUS POLICE ASSOCIATION  
Montana Federation of Public Employees**

**July 1, 2019 – June 30, 2020**

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## **AGREEMENT**

This agreement is made and entered into by and between the City of Columbus, a municipal corporation and a political subdivision of the State of Montana, herein referred to as the “City” and the Columbus Police Association, which is herein referred to as the “Association” and the Montana Federation of Public Employees, which is herein referred to as the “Federation”.

### **ARTICLE 1 – RECOGNITION**

- A. Recognition: The City recognizes the Association as the sole and exclusive collective bargaining agent on behalf of all the appointed Police Officers of the Police Department, except those exempt by statute.
- B. Police Officer and Association Representative Rights:
  - 1. Meetings: The Association shall have the right to use available offices at the Police Department at reasonable hours for meetings. Scheduling shall be subject to approval of the Chief of Police in advance of the time and place of such meeting. The Employer agrees to furnish a space on a bulletin board for the use of the Association. The use of the City’s facilities shall be only for non-inflammatory purposes.
  - 2. Metropolitan Police Laws: The parties hereby agree that they are subject to provisions of the Metropolitan Police Law, as set forth in Title 7, section 32, part 41, MCA, as amended.
  - 3. Association Business Leave: The Employer shall grant with advanced notice reasonable leaves of absence to employees whenever required in the performance of duties as the “duly authorized” representatives of the Association, including attendance at conventions, conferences, seminars, etc., provided such activity or activities do not unduly interfere with the efficient operation of the Police Department and provided the cost and expense of attending any of the above will be borne by the employee or the Association.

### **ARTICLE 2 – CITY RIGHTS**

The Employer retains the sole right to manage its business and direct its work force covered by this Agreement. This includes the right to hire, to classify, to transfer, to promote to supervisory or other positions, to determine an employee’s ability or qualifications to perform the work required to use improved methods or equipment, to permanently or temporarily increase or decrease the work force, to plan, direct, train, control, curtail, discontinue, merge or increase operations, and to maintain order and efficiency, including, but not limited to the right to establish, modify and enforce work rules for safety, service and conduct. The failure to set forth specific retained rights does not constitute a waiver or elimination of vested retained rights or implied management reserved rights existing prior to the effective date of this Agreement.

### **ARTICLE 3 – EFFECT OF LAWS, RULES AND REGULATIONS**

The parties recognize that all Police Officers covered by this Agreement shall perform the duties and services prescribed by the Chief of Police and/or Mayor. The parties also recognize the right, obligation and duty of the City Council and its duly designated officials to promulgate rules, regulations, directives, and orders. The parties further recognize that the City, all employees covered by the Agreement and all provisions of the Agreement are subject to the laws of the State of Montana, Federal laws, and valid rules, regulation and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

### **ARTICLE 4 – MEMBERSHIP**

- A. Association Membership: Employees covered by the terms of this Agreement shall not be required to become members of the Association.
- B. Discrimination: No employee shall be discharged or discriminated against by the Employer for supporting Association principles or policies, and working under the instruction of the Association, as long as such activities do not interfere with the efficient operation of the Police Department. The Employer and the Association agree that there shall be no discrimination against any employee.
- C. Employer Security Clause: The Association, its members and representatives shall not cause, authorize, permit or in any way encourage, organize or participate in any strike, sit-down, stay-in, slow-down, or similar activity, nor will any of them issue to the City a threat to carry out any such action. In the event of any work stoppage or other curtailment, the Association shall immediately instruct the involved employees in writing that their conduct is in violation of this Agreement and all such persons shall immediately cease and desist from the prohibited conduct. Under no circumstances will the Association cause or permit its members to fail to report for duty and perform their duties because of any picket activity by any Association whatsoever. Employees covered by this Agreement must, if necessary, cross any picket lines to report for duty and perform their duties.

### **ARTICLE 5 – PROBATION, REPRESENTATION, DISCIPLINE & DISCHARGE**

- A. Probation: Each newly hired Officer will work a probationary period of one calendar year.
- B. Representation: An Officer has the right to request representation whenever he or she is being questioned by the City or its agents, when the Officer reasonably believes that the information he gives may be used against him or her. Right to representation shall be governed by *Weingarten* and its progeny.

## C. Discipline and Discharge

1. Upon receipt of an allegation of a performance deficiency that the Chief believes may result in punitive action, he or she will:
  - a. Apply the elements of due process by:
    - (1) Notifying the employee in writing of the allegation, then
    - (2) having the allegation investigated, then
    - (3) presenting the evidence to the employee, then
    - (4) providing the employee an opportunity to respond.
  - b. Provide the additional elements of "cause" by:
    - (1) Considering the evidence and the employee's response and determining if the allegation is true.
    - (2) Determining if the City has the right to take punitive action, which shall be based on the following criteria:
      - (i) A proper investigation provided substantial evidence that the allegation is true, and
      - (ii) 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
      - (iii) the punitive action is appropriate to the allegation and not applied arbitrarily, and
      - (iv) due consideration was given to the circumstances present and the employee's history of performance in the position.
  - c. Notify the employee of the results of the investigation and the action taken.
2. Appeal: A non-probationary employee may appeal his or her discipline or discharge through the grievance procedure provided herein, which shall be the exclusive method of appeal.

## ARTICLE 6 – SCHEDULE

- A. Regular Schedule: The Columbus Police Department recognizes a modified twelve (12) hour shift schedule for Patrol Officers. Patrol Officers shall be assigned one 14 day work schedule to include up to 80 hours of regular pay. This schedule shall be six (6) 12 hour shifts and one (1) 8 hour shift. The total scheduled hours for an officer not to exceed 2080 hours (26 pay periods). Said 14 day work schedule shall accommodate, only if necessary, up to 86 hours of work at regular pay in the event of hours over the regular shift assigned. Any hours worked over the 86 shall be deemed as overtime. Overtime will be paid at time and a half. All overtime must be authorized in writing by the Police Chief and/or Mayor.

- B. Changes: Changes to the schedule may be made by:
1. Mutual agreement;
  2. At least ten calendar day advance notice by the City in the case of temporary changes designated to last no longer than one month;
  3. In the case of an emergency.

## **ARTICLE 7 – RANK AND SENIORITY**

- A. Rank:
1. Probationary Officer: An officer during his or her first full year of employment.
  2. Police Officer: An Officer who is qualified in accordance with 7-32-4108, MCA, and remain employed after the end of his or her probationary period shall be deemed a “Police Officer”.
- B. Seniority:
1. Definition: Seniority is the number of full consecutive years an Officer has worked since the last date of employment as a sworn Officer with the Columbus Police Department. In the event two or more Officers are officially hired on the same day, the tie will be broken by the Police Commission’s ranking.
  2. Requirement: Except where statute and/or regulation require otherwise, a year of seniority shall not be added to an employee’s credit when he or she worked for less than half of the total number of hours he or she would regularly work during a calendar year.
  3. Roster: On or about January 1 each year, the City will publish a seniority roster. Information not grieved in accordance with the provisions of the contractual grievance procedure the first time such data is published shall be deemed correct from that point on.
  4. Loss: All seniority will be lost on the date specified by an Officer as his or her date of resignation, or the date an Officer is discharged, unless a formerly employed Officer is rehired as an Officer sooner than 30 calendar days from the date of resignation or discharge.

## **ARTICLE 8 – WAGES**

- A. Wages and Other Compensation:
1. Wages: The wage schedule is set out and attached to the contract as Appendix A, which shall form part of, and be subject to all provision of this contract for all employees.
  2. Basic Rate of Pay: An employee’s basic hourly rate of pay shall be computed by dividing the annual salary of such employee by 2,080 hours (26 pay periods x 80 hours).

3. Other Payments: To the extent allowed by law, payments for stipends and other forms of compensation shall not be used when calculating the regular rate.
- B. Additional Work:
1. Assignment: Work beyond the regularly assigned shift will be shared and rotated among all qualified Officers in accordance with a mutually agreed policy. The policy shall be that after a posting period, if no one has volunteered for the additional work, the vacancy shall be filled by reverse seniority. Officers who are on-duty or on leave during the vacancy period will not be considered to fill the vacancy. However, any Officer may be recalled in the event of an emergency.
  2. Compensation: An Officer will be paid his or her regular rate of pay for all hours worked, and these additional forms of compensation:
    - a. Overtime: "Overtime" is time and one-half an Officer's regular rate of pay required by law for all hours worked beyond that established by Section 207(k) of the Fair Labor Standards Act. Overtime may be converted to "compensatory time" under Federal regulations and the provision of this Agreement.

## **ARTICLE 9 – LEAVES OF ABSENCE**

- A. Sick Leave: Sick leave is set forth in 2-18-618, MCA. In the event of a death in the immediate family of an employee, the employee shall be granted up to forty-eight hours off charged to sick leave. In the event of a serious illness or accident in the immediate family of an employee, the employee may be granted up to forty-eight hours off, and this leave of absence may be charged to sick leave subject to the discretion of the Police Chief. The immediate family shall be defined as spouse and children of the member, mother father, stepmother, stepfather, brother, sister stepbrother, stepsister, half-brother, half-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece and grandparents.
- B. Maternity Leave: Maternity leave is set forth in 49-2-310, MCA and may be charged against an employee's sick leave credits.
- C. Jury Duty: Jury Duty shall be governed by Section 20180619, MCA, as amended.
- D. Patrol Officers on the twelve-hour shift will use 12 hours vacation or sick leave when taking a full day off.
- E. Annual Vacation:
1. General: Vacations are set forth in 2-8-611, 2-18-612, 2-18-616, 2-18-617 and 2-18-621, MCA.
  2. Requests: Requests for annual leave must be in writing and approved in advance by the supervisor. All other provisions notwithstanding, annual leave may be denied based on the City's inability to have such individual absent during the requested period. An Officer may request a leave of absence to his or her supervisor for initial



Consideration and recommendation to the Chief. The City will respond as soon as possible but not later than two weeks after receipt of the request.

3. Advance Scheduling: Officers who request annual leave at least a month in advance shall be deemed to have reserved such dates.
  4. Sporadic Requests: Other requests will be granted on a first come, first served basis.
- F. Military Leave: Military leave will be granted as per 10-1-604, MCA
- G. Compensatory and Premium Leaves:
1. Credits: By agreement between the City and the Officer for each individual incident, overtime pay will be converted to leave time. An hour of overtime which would be paid at the rate of time and one-half of the Officer's regular rate of pay, would be converted to one and one-half hours of compensatory leave time credit.
  2. Balance: There shall be no conversion of overtime beyond that which results in an Officer having a running balance of more than an aggregate total of 40 hours of compensatory leave. The City may from time to time cash out any amount of an Officer's balance of such leave credits, and the City will cash out the entire balance at the time the Officer separates from the City. All cash outs will be at the Officer's then regular rate of pay.
  3. Requests: Requests for leave shall be made as soon as possible and the City will respond as soon as possible but not later than two weeks from receipt of the request.

## **ARTICLE 10 – HOLIDAYS**

- A. Days: Each employee is entitled to the following holidays:
1. New Years Day .....January 1<sup>st</sup>
  2. Martin Luther King Day .....3<sup>rd</sup> Monday in January
  3. President's Day .....3<sup>rd</sup> Monday in February
  4. Memorial Day .....Last Monday in May
  5. Independence Day .....July 4<sup>th</sup>
  6. Labor Day .....First Monday in September
  7. Columbus Day.....2<sup>nd</sup> Monday in October
  8. Veteran's Day.....November 11
  9. Thanksgiving Day.....4<sup>th</sup> Thursday in November
  10. Christmas Day.....December 25<sup>th</sup>
  11. State General Election Day
- B. Work on a Holiday: When an Officer works on the holiday, they shall receive payment for time and one-half for every hour worked on the holiday.
- C. If a Patrol Officer is scheduled for the holiday off, they shall receive holiday credit for 8 hours.

## **ARTICLE 11 – HEALTH REQUIREMENTS**

- A. Requirements: Whenever the City believes there is a question that an Officer's health may prevent him or her from carrying out assigned duties, the City may direct the Officer to undergo an examination with a medical practitioner who will issue a certificate to the City verifying the Officer's ability or lack thereof. The City will pay for the examination and certificate to the extent it is not covered by insurance.
- B. Checkup: Once each five years, an Officer may arrange with the City for a physical examination. The City will reimburse the Officer for the cost of the actual examination to the extent such is not covered by insurance.

## **ARTICLE 12 – EMPLOYEE FRINGE BENEFITS**

- A. Medical Insurance: The City will contribute that amount toward each participating employee's monthly medical premium as it contributes for the majority of other City employees.
- B. Retirement: The employer and employee shall continue retirement contributions to the present plan.

## **ARTICLE 13 – GRIEVANCE PROCEDURE**

- A. Definition: A "grievance" is an allegation of the misinterpretation or misapplication of a term of this Agreement. When a statute or regulation provides a complaint procedure, such will be used instead of the contractual grievance procedure.
- B. Deadlines: Deadlines are critical and a failure by the Association to file and/or appeal a grievance in accordance with the timelines shall make the subject of the grievance moot. Should the City fail to abide by the timelines, the Association shall have the right to appeal to the next level of the procedure in accordance with the rules provided for that level. Time limits may be extended by mutual agreement.
- C. 'Days' shall be defined as working days Monday through Friday excluding holidays.
- D. Procedure: Each grievance shall be processed in the following manner:

Step 1. Step 1 shall be submitted to the Chief of Police not later than 20 days from the first event giving rise to the grievance. The Chief of Police will issue a written response to the Union not later than 10 days from the date the grievance was received.

Step 2. The Union may submit an appeal to the Mayor not later than 10 days from the issuing of the Police Chief's response. The Mayor will issue a written decision to the Union not later than 10 days from receipt of the grievance.

Step 3. The Union may submit an appeal to the City Council not later than 10 days from the issuing of the Mayor's response. The City Council will hear the matter at the next opportunity for placing the matter on the agenda of a regular Council

Meeting. The Council will issue a written decision to the Union not later than 10 days from the Council meeting subsequent to the one during which the grievance was heard.

Step 4. The Union may submit an appeal to final and binding arbitration under the following rules:

1. The Union will submit a written request to the Board of Personnel Appeals that a list of seven potential arbitrators be sent to each party. The parties will promptly select an arbitrator by alternating striking names, and the Union will notify the Board of the selection of the arbitrator.
  2. The Arbitrator's decision shall not cause the adding to, subtraction from or any other modification to the terms of this Agreement.
  3. The expenses of the Arbitrator shall be shared equally by the parties.
  4. Promptly after first contact with the selected Arbitrator, the City will notify him or her, together with the Union, of all arbitrability issues known at that time. Absent agreement by the parties, the Arbitrator will determine a method by which such will be resolved not less than 20 calendar days from the date established for the hearing.
  5. Upon request of either party, the arbitrator may issue a response directly after the close of the hearing, with the written decision and rationale to follow.
- E. Election of Remedy: Should the subject of a grievance be filed into another arena; the grievance shall be deemed moot. However, once the City is notified of the appeal of the grievance to arbitration, such shall be deemed the exclusive method of resolution.

#### **ARTICLE 14 – HEALTH AND SAFETY**

- A. Health and Safety: The health and safety of employees shall be reasonably protected while in the service of the Employer. The Employer shall carry accident insurance on all employees. Employees are directed to report all personal injuries received in the course of employment.
- B. Safety Committee: In the interest of promoting job safety and morale, the formation of a safety committee is hereby authorized. The Committee shall be comprised of two representatives appointed by the Association and two representatives appointed by the Employer. The Committee will meet as needed at the request of either MFPE or Management for the purpose of discussing safety and health condition or problems within the Police Department. The Committee shall make recommendations concerning safety rules, equipment and departmental practices. All recommendations shall be in writing; a copy shall be submitted to the Employer and to the Association. Meetings shall be scheduled at a time agreeable to the Chief of Police. If a Committee meeting is scheduled at a time when a member is not on duty, attendance at the meeting shall be on the officer's time and the City

Shall not compensate for that time. Anytime the administration plans to purchase or replace equipment, Association appointees are afforded the opportunity to test and evaluate the equipment and make recommendations to the administration prior to the purchase.

#### **ARTICLE 15 – SAVINGS CLAUSE**

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

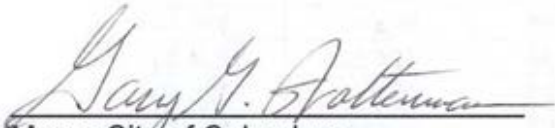
#### **ARTICLE 16 - WAIVER**

The City and the Association acknowledge that, during the negotiations which 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 the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter referred to or matter not specifically referred to or covered by the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement. Any practices or conditions of employment, which an employee may contend, provide them with other rights or terms and conditions of employment are hereby terminated if not specifically set forth in this Agreement.

**ARTICLE 17 – DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2019 or the date of final ratification, whichever comes later, and shall remain in full force and effect through June 30, 2020, and for each succeeding year unless one party gives the other written notice of its desire to negotiate a successor agreement not later than 90 calendar days in advance of the annual expiration date.

FOR THE CITY OF COLUMBUS:

  
\_\_\_\_\_  
Mayor City of Columbus

Attest:   
\_\_\_\_\_  
City Clerk

FOR MFPE:

  
\_\_\_\_\_  
President MFPE

  
\_\_\_\_\_  
President CPA

  
\_\_\_\_\_  
Field Representative

## APPENDIX A

### POLICE MATRIX

Effective 7/1/2019 – 6/30/2020

Months	LY	16-17	17-18	18-19	19-20
0-12	0	\$21.75	\$22.29	\$22.85	\$23.42
13-24	1	\$21.97	\$22.52	\$23.08	\$23.66
25-36	2	\$22.19	\$22.74	\$23.31	\$23.89
37-48	3	\$22.40	\$22.96	\$23.54	\$24.13
49-60	4	\$22.62	\$23.19	\$23.77	\$24.36
61-72	5	\$22.84	\$23.41	\$23.99	\$24.59
73-84	6	\$23.06	\$23.63	\$24.22	\$24.83
85-96	7	\$23.27	\$23.85	\$24.45	\$25.06
97-108	8	\$23.49	\$24.08	\$24.68	\$25.30
109-120	9	\$23.71	\$24.30	\$24.91	\$25.53
121-132	10	\$23.93	\$24.52	\$25.14	\$25.76
133-144	11	\$24.14	\$24.75	\$25.36	\$26.00
145-156	12	\$24.36	\$24.97	\$25.59	\$26.23
157-168	13	\$24.58	\$25.19	\$25.82	\$26.47
169-180	14	\$24.80	\$25.41	\$26.05	\$26.70
181-192	15	\$25.01	\$25.64	\$26.28	\$26.94
193-204	16	\$25.23	\$25.86	\$26.51	\$27.17
205-216	17	\$25.45	\$26.08	\$26.74	\$27.40
217-228	18	\$25.67	\$26.31	\$26.96	\$27.64
229-240	19	\$25.88	\$26.53	\$27.19	\$27.87
241-252	20	\$26.10	\$26.75	\$27.42	\$28.11
253-264	21	\$26.32	\$26.98	\$27.65	\$28.34
265-276	22	\$26.54	\$27.20	\$27.88	\$28.58
277-288	23	\$26.75	\$27.42	\$28.11	\$28.81
289-300	24	\$26.97	\$27.64	\$28.34	\$29.04
301-+	25	\$27.19	\$27.87	\$28.56	\$29.28