

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF WHITEFISH**

**AND**

**THE MONTANA FEDERATION OF  
PUBLIC EMPLOYEES WHITEFISH  
POLICE PROTECTIVE ASSOCIATION**

For the Period of July 1, 2021 through June 30, 2024



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AGREEMENT  
Article 1

This Agreement is made and entered into between the City of Whitefish by and through its City Manager, hereinafter referred to as "City" or "Employer" and the Montana Federation of Public Employees Whitefish Police Protective Association, hereinafter referred to as "Union". Employees in Union affiliated positions will hereinafter be referred to as "Members".

A. Effective Date and Notifications.

This Agreement will become effective on the 1<sup>st</sup> day of July, 2021, and will continue in full force and effect through the 30<sup>th</sup> day of June, 2024.

Either party may 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, will remain in effect, subject to final ratification of the total agreement.

During the term of this agreement, negotiations may be opened by either party in the event that federal and/or state law changes with regard to Health Insurance coverage within ninety (90) days after the effective date of the law change.

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. Therefore, the City and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and releases the other from the obligation to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The foregoing waiver will not be binding if the parties mutually agree to engage in collective bargaining, with respect to a particular subject or matter covered or not covered in this Agreement.

B. Personnel Policy.

The City of Whitefish Personnel Policy will be the working agreement between the City and Union subject to the terms and conditions of this Agreement.

The Union specifically adopts the Employer's Personnel Rules & Regulations and the Whitefish Police Policy and Procedure/General Orders Manual which constitutes policies and procedures in effect as of ratification of this Agreement and as amended from time to time and any part which is not in conflict with this Agreement. The Union representative(s) will be given the opportunity to meet with the Employer in advance of any changes in personnel policies or other written policies that affect the Members in the bargaining unit. The Employer will notify the Union in writing of any changes made to the policy and procedures manuals during the duration of this Agreement. The Union will have 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.

In contrast to the Personnel Policy, City agrees that any union position vacancies are posted in-house for a minimum of ten (10) working days prior to advertising outside the City. Working days are as defined in the Grievance section of this agreement, Article 13, Section C. In addition, the Chief of Police will meet with the union president or his/her designee and discuss promotional, lateral, and/or advancement opportunities within the department at least 30 days prior to the initiation of the process. Competencies, responsibilities, and the job description will be discussed. Individuals who are qualified to be promoted or laterally transferred will have the opportunity to apply. The union acknowledges that promotions or lateral transfers and process are management rights and that the Chief of Police will make the final determination of the aforementioned process.

#### C. Random Drug Testing.

The Employer and the Union recognize illegal drug usage, misuse of legally prescribed prescription drugs, and misuse of alcohol are threats to the public safety and welfare and to the employees of the Whitefish Police Department. The Employer and the Union agree to promote the health, safety, and welfare of its employees and the community by maintaining an alcohol and drug-free workplace. The Employer will conduct random drug and alcohol testing of all sworn officers of the Whitefish Police Department in accordance with the Workforce Drug and Alcohol Testing Act of the Montana Code Annotated and the written policies and procedures issued by the Employer.

#### D. Severability.

The provisions of this agreement will be severable and if any provision thereof or the application of any part of provision under any circumstances is held invalid or contradicts law, it will not affect any other provision of this agreement or the application of any provision thereof.

### Article 2 MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Employer to operate its affairs in accordance with 39-31- 303 MCA and as amended.

### Article 3 CLASSIFICATION OF UNION MEMBERS

Union members will consist of part-time officers, Probationary officers, Patrol Officer 3<sup>rd</sup> Class, Patrol Officer 2<sup>nd</sup> Class, Patrol Officer 1<sup>st</sup> Class, Detective, Sergeant, and Senior Detective.

### Article 4 DUES ASSIGNMENT

Membership in the union is understood to be voluntary. Members have the right to drop membership in accordance with the provisions of the Union's continuing membership form.

The Employer agrees to accept and honor a Member's voluntary written authorization for payroll deduction for payment of Union dues or equivalent contributions, as specified in amount by the Union. The aggregate deduction will be remitted monthly, together with an itemized list of individual Member names, contributions, an address of record (not every time; annual or semi-annual), to MFPE headquarters 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. Authorized deductions will be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.

The Union agrees to hold the Employer harmless for unintentional errors in the collection of voluntary written assignment of monies and for any discharge made at the request of the Union.

## Article 5 COMPENSATION

### A. Step and Range Schedule.

FY22 all employees covered by this Agreement will receive a one-time 8.5% market-based pay increase by moving up one Range on the City wage matrix (5 %), receiving a 2% Step increase, and 1.5% COLA.

FY23 and FY24 pay increases will be calculated on the formula described below.

It is understood by the parties that all matters related to wages will be based on the City wage matrix. During this Agreement, all full-time employees covered by this Agreement will receive a wage adjustment equal to the lesser of: 1) one step on the wage matrix and the change in the consumer price index published by the Federal Bureau of Labor Statistics for "all Urban Consumers" (CPI-U) West Region up to the ceiling of three and a half (3.50) percent and a floor of zero (0) percent; or 2) the percent increase in the City's tax base as measured by the Montana Department of Revenue Certified Taxable Valuation information rendered to the City on or before the first Monday in August each year plus the change in the consumer price index published by the Federal Bureau of Labor Statistics for "all Urban Consumers" (CPI-U) West Region up to the ceiling of three and a half (3.50) percent and a floor of zero (0) percent. Such adjustments will occur after the adoption of the annual city budget and shall be retroactive to the beginning of the fiscal year. The City reserves the right to move forward with such adjustments at the beginning of the fiscal year if it is deemed appropriate. Upon reaching step 14, a Member will advance further on the salary schedule by moving up two (2) ranges and back four (4) steps. For example, range 19, step 14 would move to range 21, step 10. Both parties recognize the salary schedule serves an important purpose in defining the value of a given position to the overall organization and that a ceiling on each range is fundamental to this purpose. Therefore, a Member may advance to a higher range only once even if the Agreement is automatically renewed.

### B. Anniversary Dates.

For each member of the Union, their hire date will be their anniversary date. For each member of the Union the first of July will become their salary anniversary date.

### C. Probationary Officers.

Probationary employees will receive a salary equal to one Range immediately below the position for which they have been hired. The starting salary for a probationary officer will be Range 19, Step 1. Upon successful completion of the probationary period the employee will elevate to Step 1 of the next higher range. However, if the probationary employee has previously served as a part-time officer, the probationary period will be served at the permanent salary, Range 20, Step 1 for an officer.

The City reserves the right to hire probationary officers above range 19 step 1 for lateral hires to reflect previous years of experience. Such lateral hires will still be subject to a probationary period.

#### D. Field Training Officer Compensation.

Certified field training officers will receive an additional \$1.00 per hour for each hour in which he or she is actively training an assigned trainee.

#### E. Shift Differential.

Officers working between 1800 to 0600 shift will receive additional compensation of \$1.25 per hour for such hours worked. Officers held over from a previous shift only working three hours are not eligible for shift differential pay.

#### F. Call-Out Pay.

Members called out to work on assigned days off or on regular days outside assigned duty hours will receive compensation for a minimum of three hours at overtime rates.

A Member who is scheduled for court will not be required to work patrol duties during "call back" time and will have at least two-hours' notice before court is cancelled or postponed.

If, at any time, a police or civil emergency occurs or is anticipated, off-duty Members may be called on emergency alert status. Members placed on emergency alert status will be compensated by receiving full pay per hour for each hour or part of an hour on emergency alert status.

#### G. Overtime.

Overtime work may be required. Overtime pay will be paid for all actual hours worked over eighty (80) hours in a fourteen (14) day work period, except for the first three (3) consecutive hours of the extension of a regularly scheduled shift, such three (3) hours shall be paid at straight time as long as there are equivalent hours of vacation, comp time, or personal time usage in the same fourteen (14) day work period. Any hours beyond those three (3) hours shall be paid as overtime. No Member will work overtime without the prior authorization of the Chief of Police or his or her designee. There will be no rescheduling of the regular work schedule to avoid the payment of overtime.

#### H. Daylight Savings

Members will be paid for actual hours worked for Daylight Savings.

#### I. Compensatory and Personal Time Cash In.

The City agrees to allow Members to "cash in" up to twenty (20) hours of accrued personal time on the first pay period in June and up to twenty hours (20) of accrued personal time and up to forty hours (40) of accrued compensatory time on the first pay period in November. Payment will be by separate check or direct deposit as chosen by the Member. Requests for payment must be made by the fifteenth (15<sup>th</sup>) of the month preceding the month of payout. The City reserves the right to increase (but not decrease) the number of hours allowed for payout at any time.

#### J. Negotiator's Pay.

The City agrees to allow the Members paid release time for negotiations if sessions are during scheduled duty hours. Sessions during off duty hours are on the member's own time.

Article 6  
HEALTH INSURANCE AND WELLNESS PROGRAM

A. Health Insurance.

Health insurance coverage and proportions of premiums paid by the City and Members will be determined by the City Insurance Committee process, in compliance with City Ordinance No. 10-09, on an annual basis.

B. Wellness Program.

All employees covered by this agreement will be entitled to participate in a wellness program. For full-time employees, the City will pay \$30.00 toward monthly fitness club dues at the Wave and members will pay the one-time club initiation fee. Full-time employees that do not opt in for a membership at the Wave are eligible to receive a wellness cash benefit of \$30 per month that may be used at their discretion. The wellness program cash benefit payment will be paid in \$15 installments with the first and second paycheck of each month.

Part-time employees that are not regularly scheduled for work under this agreement are eligible for the wellness program benefits with certain restrictions. The Wave membership requires a monthly employee portion be paid in addition to the City contribution of \$30 per month. All part-time employees are responsible for the employee portion and the City shall deduct the entire payment for the month from the first paycheck of the month in which wages were earned. Should the City pay the employee's share of the Wave membership, the City will deduct the amount owed from the next issued paycheck. At no time should the City cover the employee cost for more than 45 days. If a part-time employee does not opt in for the Wave membership, a wellness cash benefit of \$15 will be paid by the City for each pay period that wages are earned up to 24 pay periods per year. The part-time employee may use the wellness cash benefit at their discretion.

The City encourages employees to use the wellness program benefits to support their physical and mental health related activities. Benefits under the wellness program are considered taxable wages.

All full-time officers will be required to pass the Cooper power test by December 31 of the year following the year in which they were hired and will be required to pass the test by December 31 of each year thereafter.

If a full-time officer fails to pass the Cooper power test, he or she will be required to participate in a six-month wellness improvement period during which the individual must pass the test. The failure of such individual to pass the test within the six-month wellness improvement period will subject the individual to evaluation of his or her continued fitness for duty by two doctors; one doctor to be chosen by the City (paid by the City) and one doctor to be chosen by such individual (paid by that individual). Alternatively, the evaluation may consist of a worker's compensation evaluation or the appropriate board for medical retirement evaluation.

Officers who pass the Cooper Power Test in the 90th percentile will earn three comp days off. Officers who pass the Power Test in the 80th percentile will earn two comp days off. Officers who pass the Power Test in the 60th percentile will earn one comp day off.



Article 7  
UNIFORM AND EQUIPMENT ALLOWANCE

A. Regular Allowance.

Officers will be allotted \$1,250 per year as a uniform and equipment allowance. This allowance will be paid out twice yearly along with payroll (half on the first pay period of July and the other half on the first pay period in January).

Officers are responsible for maintaining serviceable equipment and uniforms. The Chief of Police, or designee, reserves the right to direct a Member to purchase equipment and uniforms if they deem the officer's appearance and/or equipment to be unsafe or unprofessional. The Member is responsible for their uniform budget. The uniform and equipment standards will be strictly adhered to and funds may only be used to purchase pre-approved duty items.

B. Damaged Property

Members' personal items worn on duty which are damaged while on duty will be replaced or repaired by the Department up to \$400. Member will notify a supervisor of any damages at time of incident. This includes wrist watches, watch bands, eyeglasses, contact lenses, non-prescription sunglasses, wedding bands, weapons and secondary weapons and any other item which may be worn by Members on duty.

C. Retention

Duty items deemed serviceable at the time of separation will be returned to the Department.

Article 8  
BODY ARMOR

A. Body Armor

The City will furnish each new officer with body armor. The City will furnish at least level 2A replacement body armor for each police officer on a rotating basis per manufacturer's warranty. The cost of the replacement armor will be split 50/50 between the City and the Member's uniform allowance. The Member's uniform allowance will be reduced by their portion of the cost of the vest on the year of the manufacturer's warranty expiration date. 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 Whitefish.

Article 9  
LEAVES

A. Holidays

The Union agrees to the holiday schedule pursuant to the City Personnel Policy.

Members will receive personal time off at the rate of twelve hours for members working a twelve-hour shift, ten hours for members working a ten-hour shift and eight hours for members working an eight-hour shift on a holiday.

A Member who is not scheduled to work on a holiday will receive double pay for any time worked.

Members on administrative leave with pay on a holiday will receive holiday pay.

Personal time off may be accumulated to a total not to exceed 300 hours at the end of each calendar year. For employees with a balance in excess of the maximum accumulation as of July 1, 2021, the total balance will be considered the temporary maximum total. If the balance is reduced through use of personal time off or the optional "cash in" allowed in Article 5, the lower balance will be deemed the new temporary maximum. Excess personal time off that is not taken by March 31<sup>st</sup> will be paid to the employees covered by this agreement in the first pay period of June. The payment will be made by check or direct deposit with the optional "cash in" of personal time off in Article 5. The employee may choose to have a portion, or all of the lump sum payment directed into an established 457 retirement account by providing written notice to the Finance Department by the 15<sup>th</sup> of May.

B. Bereavement Leave. Pursuant to City Policy

C. Vacation Leave. Pursuant to State Law and City Policy

D. Sick Leave. Pursuant to State Law and City Policy

E. Jury Service and Subpoena. Pursuant to State Law and City Policy

F. Military Leave. Pursuant to State Law and City Policy

G. Leave Without Pay. Pursuant to City Policy

## Article 10 DEVELOPMENT AND TRAINING

A. POST Training.

The City agrees to provide appropriate and continuing training to all Members of no less than 60 (sixty) hours per year (based on the Montana P.O.S.T. minimum hour and training requirements) and to provide Members with information about that training in a timely manner.

If the City does not provide the minimum required hours of training as set forth by Montana P.O.S.T., the City will none the less, deem the Member promotable to the next classification, with the subsequent pay raise as set forth in Appendix F and Appendix G.

B. Training Reimbursement.

1. Within the first three years of employment, police officers who voluntarily resign their position with the Whitefish Police Department and who, within one year from the date of their resignation secure employment with another police department or public safety agency as a sworn officer, will reimburse the City of Whitefish for training costs prorated as follows:

- a. Employees who resign within the first year of employment will reimburse the City 100% of the training costs.
- b. Members who resign within the second year of employment will reimburse the City 66% training costs.

- c. Members who resign within the third year of employment will reimburse the City 33% of the training costs.

2. For the purposes of this Article, "training costs" will mean the amount the City pays for tuition for any training received by the officer and the costs of the officer's uniform.

3. An officer who voluntarily resigns due to a personal or family hardship may request a waiver from this provision. The eligibility and approval of the request will be determined by a committee that includes the Chief of Police (or his designee), a Police Commissioner, and one Member. The determination by the committee will be based on a majority vote and the decision is binding on all parties.

## Article 11 PROBATIONARY PERIOD AND JUST CAUSE

### A. Probationary Period.

Officers hired after July 1, 2002, will serve a twelve-month probationary period.

### B. Just Cause.

Members who have completed the probationary period will not be discharged or disciplined without Just Cause.

### C. Progressive Discipline.

For other than criminal offenses and serious misconduct, the Employer will use progressive discipline as per City Policy.

## Article 12 MISCELLANEOUS PROVISIONS

### A. Work Schedule.

The Chief of Police and the Union agree to meet and discuss alternate work schedules. Any such schedules must produce an expense neutral impact on the City.

### B. Personnel Information.

No material derogatory to any member will be placed in his or her personal folder unless a copy of same is provided to the Member.

No record of a complaint, determined to be unfounded, will be placed in a Member's official personnel folder. Such complaint may be maintained in a subject file, but will not, under any circumstance, be considered as a factor in connection with any disciplinary action, promotion, etc.

### C. Living Distance.

Full-time officers will live within a reasonable distance from the City as approved by the Chief of Police.

#### D. Light Duty.

Members injured on the job may be provided temporary light duty assignments when released for temporary light duty by their physician. In the event there is no temporary light duty assignment available within the police department, the affected officer may be assigned duties that he or she is capable of performing within another City department. Temporary light duty assignments will be provided only if the Member will be able to return to full duty status.

### Article 13

#### GRIEVANCE PROCEDURE

##### Rules of Grievance Processing

- A. Any grievance, controversy or dispute relative to this agreement will first be taken up informally with the Member's supervisor within ten (10) days of the event giving rise to the grievance or of the time the Member could reasonably expect to have knowledge of the event.
- B. Failure by the grievant or Union to comply with the established formal procedures provided in this Article will constitute a waiver to continue the grievance process by the party in default. If the Employer fails to respond to a grievance, it will be automatically moved to the next step.
- C. Days or working days will be defined for this part as Monday through Friday excluding holidays.
- D. The time limits at any stage of the grievance procedure may be extended by mutual agreement of the parties involved in that step.
- E. If a grievance arises from the action of authority higher than that of the supervisor, the Union may present such grievance at the appropriate step of the grievance procedure.
- F. If a number of Members have a grievance, involving the same issue(s), the grievance will be filed as one (1) joint grievance.

##### Grievance Procedure:

STEP ONE- When a Member cannot resolve the complaint informally, the Member will bring the matter in writing to his immediate Supervisor within ten (10) days of the informal attempt. The Union 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 Member may appeal in writing to the Chief of Police within ten (10) days of the Supervisor's decision or failure to respond. Within ten (10) days of receipt of the grievance, the Chief of Police, or designee, will review the grievance with the Member, Union Representative, and Supervisor and issue a written decision.

STEP THREE- If the grievant is not satisfied with the disposition of the grievance, or the Chief of Police, or designee, fails to respond, the Member may appeal in writing to the City Manager within ten

(10) days of the Chief's decision or failure to respond. The City Manager, or designee, will review the grievance and will issue a written decision within ten (10) days of receipt of the grievance.

STEP FOUR-An aggrieved Member who is dissatisfied with the City Manager's, or designee's, decision may appeal the decision to the Police Commission or Flathead County District Court, but not both, provided a notice of appeal is filed in the City Manager's Office within ten (10) days of the receipt of the City Manager's, or designee's, decision or failure to respond at Step 3.

If appealed to the Police Commission, the Police Commission must hold a hearing on the grievance and must give the parties thirty (30) days' notice in advance of the hearing. At the hearing, the parties will have the right to be heard, to give and furnish evidence and to examine and cross-examine all witnesses. The Police Commission will, after the conclusion of the hearing, decide the appeal. The Police Commission has the power, by a decision of a majority of the Commission, to sustain, modify, or overrule the grievance. The decision of the Police Commission will be final and binding upon the parties.

Each side will bear its own costs of presenting its case to the Police Commission or Flathead County District Court.

Step 4 will end the grievance.

#### Article 14 ADVANCEMENTS

##### A. Patrol Officer 2<sup>nd</sup> Class: Intermediate

Member must have three years full-time employment with the Whitefish Police Department, and one of the following:

1. Five years police service and 100 hours continuing law enforcement education;
2. Four years police service and 140 hours continuing law enforcement education;
3. Four years police service, 120 hours continuing law enforcement education and an Associate Arts or Science degree;
4. Three years police service, 140 hours continuing law enforcement education and a Bachelor of Arts or Science degree;

##### B. Patrol Officer 1<sup>st</sup> Class: Advanced

Member must have six years full - time employment with the Whitefish Police Department and one of the following:

1. Ten years police service, 200 hours of continuing law enforcement education;
2. Eight years police service, 220 hours of continuing law enforcement education;
3. Eight years police service, 210 hours of continuing law enforcement education and an Associate of Arts or Science degree;
4. Six years police service, 240 hours of continuing law enforcement education and a Bachelor of Arts or Science degree;
5. Four years police service, 250 hours of continuing law enforcement education, and a Master of Arts or Science degree.

C. Part-time and full-time police service with the City of Whitefish Police Department counts toward the years of police service.

D. Any eligible member for advancement will notify their supervisor one month in advance of their date of eligibility for advancement and provide appropriate documentation. If notice is after the eligibility date, advancement begins upon the date appropriate notification is provided to their supervisor.

E. Upon advancement or promotion, a Member will receive a minimum of a 5% percent pay increase as designated by the Range below:

F. Advancement Positions are:	<b><u>Range</u></b>
1. Patrol Officer 3rd Class to Patrol Officer 2nd Class	21
2. Patrol Officer 2nd Class to Patrol Officer 1st Class	22

G. Promotable Position(s) are:	<b><u>Range</u></b>
3. Sergeant	24

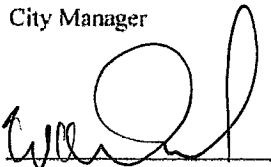
H. The position of Detective is a lateral transfer (Range 22).

IN WITNESS WHEREOF, the parties have executed this Agreement this 19<sup>th</sup> day of February, 2021

City of Whitefish

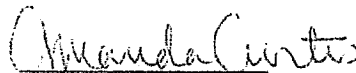


Dana Smith  
City Manager

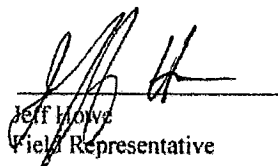


William I. Dial  
Chief of Police

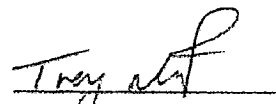
Montana Federation of Public Employees



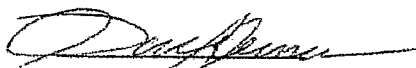
Amanda Curtis  
President



Jeff Howe  
Field Representative



Trey Nasset  
Unit President



Dave Herman  
Negotiator

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) dated the 2<sup>nd</sup> day of March, 2021 is entered into by mutual consent of the City of Whitefish (City) and the Montana Federation of Public Employees Whitefish Police Protective Association (MFPE WPPA), to wit:

The City and MFPE WPPA agreed that a 5% market rate adjustment was deemed appropriate for Fiscal Year 2022. As agreed to, Article 5, Section A states "FY22 all employees covered by this Agreement will receive a one-time 8.5% market based pay increase by moving up one Range on the City wage matrix (5 %), receiving a 2% Step increase, and 1.5% COLA." To further identify the range for each position, Article 14, Section E, provides that the promotable position of Sergeant shall be compensated at a Range 24.

Sergeant David Herman has been compensated at a Range 24 starting in Fiscal Year 2018, due to a previously executed MOU. Therefore, to keep Sergeant David Herman's compensation within the market rate range as identified in Article 14 and to provide for the 5% market rate adjustment agreed upon in Article 5, Sergeant Herman will receive 3 Step increases (6%) on the wage matrix in lieu of moving up one Range (5%). Sergeant Herman will also receive the additional 2% Step and the 1.5% COLA provided for in Article 5.

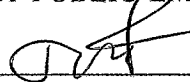
IN WITNESS WHEREOF the parties hereto, acting by and through their respective and duly authorized officers and representatives, have set their hands and seals on this 2<sup>nd</sup> day of March, 2021.

FOR THE CITY OF WHITEFISH



Dana Smith  
City Manager

FOR THE MONTANA FEDERATION  
OF PUBLIC EMPLOYEES



Trey Nasset  
Unit President

Attest:



Michelle Howke  
City Clerk



Field Representative  
Jeff Howe