

AGREEMENT  
between  
The City of Dillon  
and  
Dillon Police  
Officers' Association  
of The Montana  
Federation of Public  
Employees

July 1, 2022 - June 30, 2023

## **AGREEMENT**

THIS AGREEMENT is made and entered into this   th day of July 2022 and is in effect from July 1, 2022, through June 30, 2023, by and between the City of Dillon, Montana, hereinafter referred to as the Employer, and the Dillon Police Officers' Association of the Montana Federation of Public Employees (hereinafter referred to as the Association). The purpose of the Agreement is to promote and improve a means of amicable and equitable adjustment of any and all differences or grievances, which may arise between the parties hereto, and which the parties believe will provide a more efficient, progressive public service.

In consideration of the mutual covenants herein set forth, the Employer and the Association agrees and shall be bound as follows:

### **ARTICLE I - RECOGNITION**

The Employer recognizes the Association as the exclusive representatives for all sworn employees of the Dillon Police Department for the purpose of collective bargaining with respect to wages, hours of employment, fringe benefits, and other conditions of employment. The Chief of Police and the Assistant Chief of Police shall not be part of the bargaining unit.

### **ARTICLE II - NON-DISCRIMINATION**

The Employer agrees not to discriminate against any employee for his activity on behalf of, or membership in, the Association. The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, sex, or religion.

The Employer will grant reasonable leaves of absence as determined by the Chief of Police or reasonable time during duty hours to employees whenever required in the performance of duties as "duly authorized representatives of the Association", with the approval of the Chief of Police which approval shall not unreasonably be withheld.

### **ARTICLE III - MANAGEMENT RIGHTS**

Subject to the laws of the State of Montana, the Employer reserves the right to hire, lay-off, promote, transfer, discharge for cause, maintain discipline, require observation of the Employer's rules and regulations, maintain efficiency of employees, direct the working forces, and schedule work shifts. Work conduct and operations will be in compliance with The City of Dillon Personnel Policy Manual. The retention of these management rights by the City does not preclude any employee from filing a grievance.

### **ARTICLE IV - WORKING CONDITIONS**

#### **A. WORKDAY / WEEK- WORK PERIOD - SHIFT ROTATION**

1. A standard workweek shall be forty (40) hours.
2. A work period shall be established by the Chief of Police for all employees and shall be a period during which an employee is on duty. The total hours in all standard work periods in a calendar year may not exceed two thousand eighty (2080) hours per employee.

3. Shifts and days off for the employees rotating shifts shall be rotated so all employees' shifts and days off shall change and each employee shall have worked each of the rotating shifts.
4. Employees shall have the right to exchange shifts when the exchange does not interfere with the best interest of the Department and when the exchange has been approved by the Chief of Police, or his designated representative. Shifts may not be exchanged unless mutually agreed to by the Chief and the employee.

#### B. SEPARATIONS

1. Employees who voluntarily terminate their service will be furnished, upon request, a letter stating their classification and length of service. A letter of suspension, demotion, reduction in pay or dismissal for disciplinary reasons shall also be given to the employee. This provision shall not apply to probationary patrol officers.
  2. Employees voluntarily terminating their service shall provide the Chief of Police with no less than two (2) weeks' notice.
- C. Employer agrees to comply with any obligation with the Association under Bonner School District No. 14 v. Bonner Education Association, 2008 MT 9, to the extent applicable.
- D. Employees covered by the terms of this Agreement shall not be required to become members of the Association.
- E. Upon written request from the Association, the Employer shall provide a list of employees in the bargaining unit to the Association's designated representative on a monthly basis until such notice is given to no longer forward the list.

#### F. DUES ASSIGNMENT

The Employer agrees to accept and honor an employee's voluntary written assignment of wages for payment of Association dues or equivalent contributions, as specified in amount by the Association. The Association agrees that all deductions, and any future changes, will be consistent and uniform for all members covered by this Agreement.

The aggregate deduction will be remitted, together with an itemized list of individual employee names, contributions, and addresses of record, to the Treasurer of the Association within five (5) working days from the date of the payroll distribution. The list will also contain the names of all new hires and/or terminations.

The Association agrees to hold the Employer harmless for unintentional errors in the collection of voluntary written assignments of monies.

#### G. CITIZEN COMPLAINTS

Upon receiving a complaint by a citizen regarding a police officer, the mayor shall be notified immediately of said complaint. The Chief of Police or his designee shall undertake an investigation of said complaint. A patrol officer with the City of Dillon Police Department shall not do the investigation.

## **ARTICLE V - HOLIDAYS**

- A. Employees shall be granted legal state holidays as determined by Montana Code Annotated without the loss of pay.
- B. Employees must use holidays within sixty (60) days from the date of accrual. Time off, in lieu of the holiday earned, shall be with pay and scheduling shall be at the option of the Employer. Employees shall give the Employer a minimum of one (1) week's notice of intent to take each holiday time off and, if no such notice is given, the employer shall have the right to schedule such holiday time off for the employee.
- C. If an employee requests time off during the sixty (60) day period and the employer is unable to grant such time of the employee shall be allowed an additional ninety (90) days within which to use accrued holiday(s).
- D. Notwithstanding the foregoing provisions, the employer may pay straight hourly time in lieu of compensatory leave for accrued holiday time once each year at the pay period falling on the first week of December or nearest to the first day of December of each year. Compensation shall be at the pay rate in effect on the date of the holiday.
- E. In addition to any other annual leave, each employee shall have ten (10) hours paid personal leave time per year which can be accumulated or used according to the regular annual leave provision.

## **ARTICLE VI - LEAVES**

### **A. ANNUAL LEAVE**

- 1. Annual vacation leave will be granted in accordance with the provision of state law. Each full-time employee is entitled to and shall earn vacation credits from the first full pay period of employment as a full-time police department employee. For calculating vacation leave credits, two thousand eighty (2,080) hours (52 weeks X 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. Vacation leave credits shall be earned in accordance with the following schedule:
  - a. From the first full pay period through ten (10) years of employment at the rate of fifteen (15) working days per year.
  - b. After ten (10) years through fifteen (15) years of employment at the rate of eighteen (18) working days per year.
  - c. After fifteen (15) years through twenty (20) years of employment at the rate of twenty-one (21) working days per year.
  - d. After twenty (20) years of employment at the rate of twenty-four (24) working days per year.
- 2. An employee who voluntarily terminates his employment with the Employer after six (6) months of service shall be entitled upon the date of such termination to cash compensation for unused vacation leave.



3. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. In any case, no employee shall carry more than two (2) times the maximum number of days earned annually from one calendar year into the next calendar year.
4. If a holiday(s) occurs during a period in which an employee takes vacation, the holiday(s) shall not be charged against the employee's annual vacation leave and will be compensated in a manner provided by law.
5. Vacation leave shall not accrue during a leave of absence without pay, which exceeds fifteen (15) calendar days.
6. In the event of the death of an employee, unused vacation time shall be paid to the employee's heir(s) at the employee's current rate of pay.
7. The employer shall keep records of vacation leave allowances and shall schedule vacation leave with particular regard to the seniority of employees, in accordance with operating requirements, insofar as possible with the request of the employees. The employer shall prepare and maintain monthly reports, on forms provided for such purposes, showing the number of days accumulated and taken for vacation leave for each employee. Such reports shall be easily accessible to the employees.
8. Vacation time may be taken on a split vacation basis. If the Employer approves a split vacation for a senior employee, no employee holding less seniority shall suffer the loss of his / her first choice because of the second half of the senior employee's vacation choice.
9. Leave of absence without pay may be used to extend regular vacation with prior approval of the Employer.

#### B. SICK LEAVE

1. Each full-time police department employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, two thousand eighty (2,080) hours (52 weeks X 40 hours) shall equal one (1) year. Sick leave credits earned during a pay period shall be credited to the employee at the end of each pay period. Sick leave credits may be accumulated without restrictions as to the number of days. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service.
2. Employees are not entitled to be paid, for sick leave under the provisions of this Agreement until they have been continuously employed for ninety (90) calendar days. Upon completion of the ninety (90) day qualifying period, the employee is entitled to the sick leave credits he has earned.
3. An employee who voluntarily terminates his employment with the Employer is entitled to a lump sum payment equal to one fourth (1/4) of the pay attributed to his accumulated sick leave. The pay attributed to his accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time of termination. An employee who received such a lump sum payment and who is again employed by the employer shall not be credited with any sick leave for which he has previously been compensated.

4. Employees will not accrue sick leave credits during a leave of absence without pay that exceeds fifteen (15) calendar days in duration.
5. Absence from employment by reason of illness shall not be chargeable against unused vacation credits unless approved by the employee.
6. Any holiday(s) that falls during a period when an employee is on sick leave will not be charged against the employee's sick leave credits and will be compensated in the manner provided by law.
7. In the event illness in an employee's immediate family requires his attendance, he may use sick leave with approval of the Chief of Police.
8. Illness that occurs during an employee's vacation may be charged to accumulated sick leave.
9. For the purpose of this Agreement, immediate family is defined as and will include the following relatives: spouse, children, parents, brother, sister, parents-in-law, or grandparents. Special circumstances will be handled and approved on a per case basis by the Chief of Police.

#### C. FUNERAL LEAVE

Employees shall be allowed leave with pay because of death in the employee's immediate family with the approval of the Chief. Such leave shall not exceed five (5) working days per death and such leave shall be charged against accumulated sick leave.

#### D. MILITARY LEAVE

Any permanent employee shall be granted a leave of absence with pay not to exceed one hundred fifty hours per calendar year for attending regular encampments, training cruises, or similar training programs, under military order properly issued by military authorities. Such absences shall not be charged against other leave credits earned by the employee. To qualify for military leave, an employee must have been employed by the employer as a full-time police department employee for a period of six (6) months.

#### E. WITNESS AND JURY DUTY LEAVE

1. Each employee who is under proper summons as a juror or witness shall be granted leave of absence with pay. Such employee(s) shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office of the Employer. However, if an employee elects to charge his juror time or witness time off against his annual vacation leave he shall not be required to remit his fees to the Employer. In no instance is an employee required to remit to the Employer any expense or mileage allowance paid him by the Court.
2. The Employer may request the court to excuse its employees from jury duty if they are needed for the proper operation of the Department.

#### F. LEAVE WITHOUT PAY

The Employer, upon written request by the employee, may grant a leave of absence without pay. The request shall state the reason for the leave and the approximate length of time

off the employee desires, up to twelve (12) months. This leave may be extended at the discretion of the Employer.

## **ARTICLE VII - HEALTH, SAFETY, AND WELFARE**

### **A. HEALTH INSURANCE**

1. Effective July 1, 2022, the Employer shall contribute up to the following monthly amounts for the health insurance premium for its employees:

|              | Total      | Employee<br>Pays | Employer<br>Pays |
|--------------|------------|------------------|------------------|
| Employee     | \$740.00   | \$68.10          | \$671.90         |
| EE/Spouse    | \$1,480.00 | \$135.90         | \$1,344.10       |
| EE/Dependent | \$1,295.00 | \$119.15         | \$1,175.85       |
| Family       | \$2,035.00 | \$187.00         | \$1,848.00       |

2. For the balance of the term of this Agreement, Employer agrees to provide group health insurance for employees pursuant to the Employee Benefits Program Agreement as of July 1, 2022, between the Montana Municipal Interlocal Authority, as Authority, and City of Dillon and the Group Election Form (Bridger Plan).
3. Any increase in actual insurance premiums will be split between the employer and employee by the following percentages: employer 90% and employee 10%.
4. The Employer shall pay one hundred percent (100%) of the employee's life insurance premium.
5. If there is a change in the law or the insurance carrier makes changes that are beyond the control of the City, the City agrees to meet and negotiate implementation of the changes. If there is a change in the law that causes the City to no longer pay for employee insurance, the employer and union shall meet and negotiate a new provision that converts the cost of this benefit to other wages and/or benefits.

### **B. INDUSTRIAL ACCIDENT INSURANCE**

The health and safety of all employees shall be reasonably protected while in the service of the Employer. The Employer shall carry Worker's Compensation coverage on its employees. Employees are directed to report all personal injuries received in their course of employment to the Employer.

### **C. EQUAL COMPENSATION**

If a uniformed officer loses time because of an injury sustained in the line of duty for which he qualifies for compensation under the Worker's Compensation Act, he shall receive a payment from the City which together with the amount of workers compensation payment will



equal his normal pay. The Employer shall pay the difference between the amount of workers compensation and his regular salary until the Officer's disability has ceased, as determined by Worker's Compensation, or for a period of one (1) calendar year, whichever occurs first. The total amount to be received by the injured Officer is the sum of the worker's compensation payment plus an amount from the City to provide the injured Officer his normal pay. The City's contributed amount will be deducted from the Officer's accumulated sick leave or vacation leave or compensatory time, whichever the Officer chooses, provided that none of the Officer's leave bank shall fall below forty (40) hours and the total maximum amount that will be deducted from the employee is forty (40) hours. The provisions of this paragraph notwithstanding, nothing contained herein shall be construed to limit the Employer's cause of action for reimbursement of the sum it has paid to an employee as compensation against any third party against whom the employee has a cause of action for the injury which necessitated the payments by the Employer, or against an employee who has successfully prosecuted such a cause of action. The Employer's reimbursement shall equal the amount of compensation recovered by the employee less a pro rata share of the cost of the cause of action.

#### D. FALSE ARREST INSURANCE

The Employer agrees to provide a blanket false arrest insurance plan covering all employees.

### **ARTICLE VIII - SERVICE WEAPONS AND EQUIPMENT**

#### A. AMMUNITION AND TRAINING

1. The Employer shall furnish each officer with fifty (50) rounds of new, factory-loaded service ammunition each year in the correct caliber for the employee's duty handgun. In addition, the city will provide up to twelve (12) boxes of practice pistol ammunition. The empty brass shall be returned to the Employer for the issuance of each new box of practice ammunition. Upon receipt of the new service ammunition, the employee shall use the old ammunition for the departmental qualification purposes. Officers will be allowed to train with the department issued practice ammunition at the LE shooting range during scheduled work hours. Officers shall cease weapons training and respond promptly to calls of service if utilizing the shooting range during those scheduled work hours.
2. The city will require qualification of three classifications of weapons: pistols, rifle, and shotgun in accordance with POST standards, which is currently two times per year. Upon completion of qualification, the empty brass shall be returned to the Employer for the issuance of a new box of service ammunition.

#### B. CHOICE OF WEAPON CALIBERS

Weapons will consist of a quality handgun of the officer's choice, with the approval of the Chief of Police, and may be carried as part of the uniform after qualification on the firing range.

Based on a majority vote, the Dillon Police Officers Association (DPOA) agreed to purchase and did purchase and provide the Dillon Police Department (DPD) ten (10) Glock model 17 MOS GEN 5 pistols to be used by the full time sworn officers of the Dillon Police Department. The pistols were used in accordance with the policy in place of the Glock model 22 .40 caliber



pistols previously referred to.

The DPOA agreed to provide the pistols with the following stipulations:

1. The DPD provided the initial holsters for the pistols issued to the Officers
2. The DPD provided an initial light/laser for the pistols issued to the Officers
3. The DPOA provided ten (10) Glock model 17MOS GEN 5, pistols issued to the Officers
4. The DPD agreed to cover any future replacement, repair, and/or maintenance costs for the pistols
5. Sworn officers who leave the service of the DPD and who have been members of the DPOA may purchase their issued duty pistol at prorated current market value price after five years of service with the DPD. For each year of service, the price will be reduced by ten percent (10%) for each year of total service with the DPD. The officer must separate from the DPD in good standing. Good standing means the officer retires or resigns voluntarily and is not leaving in lieu of bad conduct. If there is a question as to whether an officer separates from the DPD in good standing, then a majority vote of the current DPOA members will decide the issue.
6. The pistols will be replaced by the DPD when they are no longer serviceable.

Note: The Department furnishes a Glock model 17MOS GEN 5 with laser sight and flashlight attachment and appropriate holster for use by any officer who chooses to utilize that weapon. If the officer does not utilize a City issued weapon, any other weapon is to be used at the officer's expense. Any officer wanting to utilize a red dot sight with the Glock model 17MOS GEN 5 may do so with the approval of the Chief of Police. An officer who does utilize a red dot sight will provide a compatible holster for the weapon configuration at their own expense.

#### C. BODY ARMOR

The Employer shall provide each uniformed officer with appropriate body armor, which shall be approved mutually by the Chief of Police and a representative of the Dillon Police Officers' Association. Each officer's body armor will be replaced every five (5) years. The city may accomplish the replacement on a rotating basis.

#### **ARTICLE IX - METROPOLITAN POLICE LAW**

The parties hereto agree and recognize that the Department is subject to the regulations of the Metropolitan Police Law of the State of Montana, Chapter 32, Section 7-32-4101 through 7-32-4311, Montana Codes Annotated. Should any provision of this agreement be found to be in conflict with said law, then the metropolitan police law will control.

#### **ARTICLE X - SENIORITY**

- A. All relative factors being equal, such as ability, experience, and competency, the principle of seniority shall prevail in layoffs, scheduling of vacations, job openings, and vacancies.
- B. All relative factors being equal such as rank, ability, experience, and competency, the police officer last hired shall be the first released. All officers who are scheduled to be laid off shall be given at least thirty (30) working days notice. All recalls to employment shall likewise be that the last employee or employees released as a result of a reduction shall be the first rehired. The Employer shall notify such employee or employees by certified mail of its

intent to rehire them. If such employee or employees fail to notify the Employer within five (5) working days of his intention to return to work, the employee or employees shall be considered as having forfeited this right to re-employment.

#### **ARTICLE XI - GRIEVANCE PROCEDURE**

Employees are allowed to use the grievance procedure without penalty, harassment or retaliation for doing so. Each grievance will be fully processed until the employee receives a satisfactory decision / explanation or until the employee's right of appeal is exhausted.

- A. An employee shall be selected by the Association to act as the Association's representative and shall constitute the Association's grievance committee chairman.
- B. No employee at any stage of the grievance procedure shall be required to meet with any administrator without Association representation.
- C. If a grievance arises from the action of authority higher than that of the Chief of Police, the association may present such grievance at the appropriate step of the grievance procedure.
- D. A grievance shall mean a complaint by an employee that there has been a violation, misinterpretation, or misapplication of the provisions of the Agreement.
- E. Departure from the established grievance procedure by the Employer shall cause the grievance to proceed to the immediately following step. Departure from the established procedure by the Association shall, at other than the first step, cause the grievance to proceed to the immediately following step. Departure from the established procedure by the Association at the first step shall nullify the grievance.
- F. Any action taken by the Employer or any action of the Employer which causes or may cause physical harm to an employee or employees or causes an employee or employees harm either financially or with employment status, that is subsequently found to have been inappropriate, shall be promptly corrected, and the employee or employees shall be furnished retroactive relief to the extent of the injuries suffered.
- G. For purposes of this article "working day" shall mean Monday through Friday, excluding Holidays.
- H. The parties herein agree that informal discussion can be beneficial and is encouraged. However, if the absence of or inability of such discussion to resolve a problem exists, any grievance of dispute which may arise between the parties, including the application, meaning or interpretation of the Agreement shall be settled in the following manner:

##### **STEP 1**

The grievance shall be discussed with the Chief of Police within ten (10) working days of the alleged violation. The Chief of Police shall respond to the grievant within five (5) working days.

##### **STEP II**

Should the reply of the Chief of Police be unsatisfactory, the Association on behalf of the grievant shall, within ten (10) working days from the receipt of the response from the Chief of Police, take up the matter with the Mayor of Dillon. The Mayor or his designee will submit his decision in writing to the Association grievance committee within ten (10) working days. The



parties may mutually agree to a meeting of the grievant, the Association and the Mayor to discuss the grievance before the Mayor's response.

### STEP III

If the reply of the Mayor be unsatisfactory, the Association shall notify the Mayor within ten (10) working days of its decision to submit this controversy to arbitration. There upon, within ten (10) working days after such written notice is delivered to the Mayor, the Mayor and the Association shall jointly request the Board of Personnel Appeals, (Department of Labor and Industry, State of Montana, to supply both parties with an identical list of names and addresses of five (5) persons who have indicated a desire to provide services as arbiters. The Association and the Mayor shall, within ten (10) working days of the receipt of such list, meet and by alternately striking names from the list, select the arbiter by requesting the services of the last name remaining on the list. The arbiter so chosen will be contacted by both parties within ten (10) and be asked to start proceeding at his / her earliest possible date. During the proceedings, the arbiter shall be provided with all evidence thus far obtained and shall hold a hearing to determine facts. The arbiter shall be requested to render a decision within thirty (30) days and such decision shall be final and binding upon both parties. The arbiter shall have no authority to alter in any way the terms of the Agreement. The arbiter shall notify both parties of his / her decision in writing. The Employer and the Association shall share expenses for the arbiter's service equally.

- I. It is understood by both parties to this Agreement that an appointed authority may be replaced by any titled position in the above stated grievance procedure, providing that such appointee shall have full authority to act in the capacity of the person being replaced.
- J. It is agreed that any deadline mentioned above in the grievance procedure, may by mutual agreement of the Employer and the Association be extended for a specific number of days.

## ARTICLE XII - COMPENSATION

### A. SALARIES AND WAGES

Conditions relative to and governing wages and salaries are contained in Addendum "A" of this Agreement, which is attached by this reference and made a part hereof as though fully set forth herein. Overtime is covered in section D. below. Effective July 1, 2022, current employees will be placed at the following Steps:

| Name      | Hourly Base Rate | Hire Date |
|-----------|------------------|-----------|
| Dairy     | \$22.44          | 6/1/20    |
| Feathers  | \$20.00          | 6/1/22    |
| Pedersen  | \$23.35          | 5/14/18   |
| *Plotner  | \$22.89          | 10/1/19   |
| Rumsey    | \$22.89          | 8/1/18    |
| Smith     | \$22.44          | 7/15/19   |
| Ternes    | \$24.75          | 12/16/16  |
| *Wheatley | \$22.44          | 7/1/21    |

An \* indicates an officer that was started at the confirmed wage of 1-2 years due to already being post certified. Such officer continues as one step ahead because of prior experience as a sworn LE Officer.



The above raises will go into effect July 1, 2022. Thereafter, each officer, will receive a raise on his/her anniversary date based on the matrix in Addendum "A".

#### B. POST CERTIFICATE PAY

An Officer who is awarded a POST Intermediate Certificate shall receive \$50 per month certificate pay beginning with the pay period following the date of award.

An Officer who is awarded a POST Advanced Certificate shall receive \$75 per month certificate pay beginning with the pay period following the date of award.

The certificate pays above are not cumulative and do not stack. An Officer will only receive the listed pay for the highest certificate awarded.

#### C. OVERTIME AND CALL-OUT

1. Employees requested to work in excess of their regularly scheduled forty (40) hours in any work week, as the same is defined in Article IV, above, shall be compensated for the actual time worked at the rate of one and one half (1 and 1/2) times the employee's regular rate of pay.
2. Nothing shall prevent an employee from working sixteen (16) straight hours. If no one will work a call out, one officer may be held over for four (4) hours at the end of his shift and shall be paid at the overtime rate. Also, one officer may be called out early for work the remaining four (4) hours of the same shift. The officer also shall be paid the overtime rate for these four (4) hours.

#### D. COMPENSATORY TIME

Compensatory time shall be limited to an accumulation of one hundred twenty (120) hours. Any compensatory time earned in excess of one hundred twenty (120) hours will be paid out in the monthly paycheck for the month in which the time exceeded the one hundred twenty-hour cap. Any officer with compensatory hours in excess of the one hundred twenty (120) hour cap as of July 1<sup>st</sup> will have until November 30<sup>th</sup> of the same calendar year to use the excess hours. Any hours over the one hundred twenty (120) hour cap on November 30 will be cashed down to the one hundred twenty-hour (120) cap.

#### E. TRAINING

Employees required to attend any training designated as mandatory by the Employer or the Chief of Police shall be compensated at one and one half (1 and 1/2) times the employee's regular rate of pay, unless the training occurs during the employee's shift.

1. Each employee shall be eligible to attend and be compensated for at least twenty (20) hours of POST - approved training or schooling each year, including, but not limited to, training offered by the Montana Law Enforcement Academy. The Employer shall recognize seniority, experience, qualifications and departmental needs when assigning employees to training and/or schooling. There shall be equal opportunity for training for all employees. The City reserves the right to flex training time within the employee's regular work week.
2. If an Officer attends approved training beyond the mandatory training and the twenty

(20) hours listed in #1 above, the City will pay for the school, lodging, per diem, travel, etc., but will not pay for the Officer's time if it can't be flexed within the work week.

3. All tests and test scores for any type of testing will be provided to the employee upon request and shall in all cases be added to the employee's personnel file.

#### F. REIMBURSABLE EXPENSE

Employees required to use personal funds or automobiles in the performance of their duties shall be reimbursed for per diem and mileage at the rates provided for state employees by 2-18-501 through 503, M.C.A.

#### G. CLOTHING ALLOWANCE

1. The Employer shall furnish the sum of seven hundred fifty dollars (\$750) per year as a uniform and clothing allowance to all uniformed employees other than probationary officers. The allowance shall be in a separate check to each individual employee on his employment anniversary date.
2. The Employer shall furnish the sum of twelve hundred dollars (\$1200) for a uniform allowance to all newly hired officers immediately upon appointment by the mayor.

#### H. COURT APPEARANCE ON DAYS OFF

Employees required to appear in court, during off duty hours, will be compensated a minimum of four (4) hours of overtime pay or with mutual agreement between the Officer and the DPD six (6) hours of comp-time. In the event an off-duty court appearance is cancelled, and the affected officer is given twenty-four (24) hours' notice of cancellation, nocompensation will be paid.

#### I. Voluntary Physical Fitness Program

The Dillon Police Unit and the City of Dillon agree to implement and continue a voluntary physical fitness program. Both parties agree to the following:

The Montana Physical Abilities Test (MPAT) will be the standard used to gauge physical fitness of Officers. Participation is voluntary and Officers will have the opportunity to complete the test once a year.

Rules governing the MPAT are as follows:

1. Officers may participate in the MPAT once annually during the months of July, August, September, October, November, and December. The first opportunity to take the test will be in July.
  - a. It will be the responsibility of each officer to schedule the date and time they will run the MPAT. Officers will go directly through their immediate supervisor when scheduling their test.
  - b. Participation in the MPAT will be done in an on-duty status. Officers will schedule the test on a day they are off. They will be compensated one day's straight wage for driving to and from the test, as well as for time incurred at the test site.
  - c. Officers who are in a probationary status will not be allowed to receive

compensation for the MPAT.

2. An Officer who achieves a passing time as determined by the Montana Law Enforcement Academy shall receive \$250.

#### **ARTICLE XIII - TERMINATION AND RENEWAL**

- A. This agreement, including all addenda, shall remain in full force and effect from the 1<sup>st</sup> day of July 2022 to the 30<sup>th</sup> day of June 2023, and shall renew itself thereafter, unless either party shall notify the other in writing at least thirty (30) days prior to the expiration date that they desire to terminate, amend, or modify the Agreement.
- B. In the event such notice is given, the parties agree to begin negotiations not less than thirty (30) days prior to the expiration date.

#### **ARTICLE XIV**

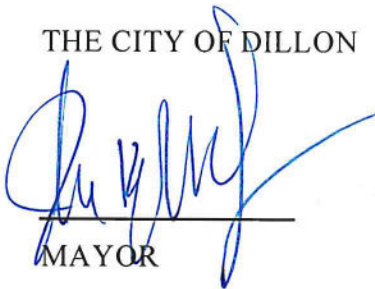
Both parties acknowledge that this agreement can only come in to full force and effect after it is approved by the City Council of the City of Dillon, and it has no force and effect until it is so approved.

#### **ARTICLE XV**

If any provision of this Agreement is finally held to be contrary to law, then such provision shall be deemed invalid, to the extent required by such decision, but all other provisions shall continue in full force and effect. If such provisions exist which are so held, at the request of either party, negotiations shall immediately commence in order to alter said sections.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the date first above written.

THE CITY OF DILLON



MAYOR

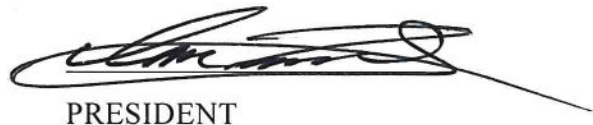
ATTEST:



CLERK

DILLON POLICE

OFFICERS' ASSOCIATION



PRESIDENT



NEGOTIATIONS MEMBER

NEGOTIATIONS MEMBER



## ADDENDUM A

| Service Years    | Hourly Salary | Increase |
|------------------|---------------|----------|
| 0-1 Probationary | \$20.00       |          |
| 1-2 Confirmed    | \$22.00       |          |
| 2-3              | \$22.44       | 2%       |
| 3-4              | \$22.89       | 2%       |
| 4-5              | \$23.35       | 2%       |
| 5-6              | \$24.75       | 6%       |
| 6-7              | \$25.24       | 2%       |
| 7-8              | \$25.75       | 2%       |
| 8-9              | \$26.26       | 2%       |
| 9-10             | \$26.79       | 2%       |
| 10-11            | \$28.39       | 6%       |
| 11-12            | \$28.96       | 2%       |
| 12-13            | \$29.54       | 2%       |
| 13-14            | \$30.13       | 2%       |
| 14-15            | \$30.74       | 2%       |
| 15-16            | \$32.58       | 6%       |
| 16-17            | \$33.23       | 2%       |
| 17-18            | \$33.90       | 2%       |
| 18-19            | \$34.57       | 2%       |
| 19-20            | \$35.26       | 2%       |
| 20-21            | \$37.38       | 6%       |
| 21-22            | \$38.13       | 2%       |
| 22-23            | \$38.89       | 2%       |
| 23-24            | \$39.67       | 2%       |
| 24-25            | \$40.46       | 2%       |
| 25-26            | \$42.89       | 6%       |
| 26-27            | \$43.75       | 2%       |
| 27-28            | \$44.62       | 2%       |
| 28-29            | \$45.52       | 2%       |
| 29-30            | \$46.43       | 2%       |
| 30-31            | \$49.21       | 6%       |

