

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

July 1, 2023 - June 30, 2024

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. Employees covered by the terms of this Agreement shall not be required to become members of the Association.

D. 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.

E. 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.

F. 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

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.

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, 2023, the Employer shall contribute up to the following monthly amounts for the health insurance premium for its employees:

	Total	Employee Pays	Employer 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, 2023, 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 ninety percent (90%) and employee ten percent (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

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 (5) 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

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 is 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) working days 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, 2023, current employees will be placed at the following Steps:

Name	Hourly Base Rate	Hire Date
Ternes	\$28.06	12/6/2016
Pederson	\$27.78	5/14/2018
Rumsey	\$26.46	8/1/2018
Plotner*	\$26.46	10/3/2019
Feathers	\$24.75	6/1/2022
Aguirre	\$21.50	1/4/2023
Arthur*	\$26.46	2/27/2023
Martinez	\$21.50	4/5/2023

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, no compensation 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

ADDENDUM A

			Service Years	Hourly Salary	Increase
			0-1 Probationary	\$21.50	
			1-2 Confirmed	\$24.75	
			2-3	\$25.25	1.0200
			3-4	\$25.88	1.0250
			4-5	\$26.46	1.0225
			5-6	\$27.78	1.0500
			6-7	\$28.06	1.0100
			7-8	\$28.34	1.0100
			8-9	\$28.62	1.0100
			9-10	\$28.91	1.0100
			10-11	\$29.49	1.0200
			11-12	\$29.78	1.0100
			12-13	\$30.08	1.0100
			13-14	\$30.38	1.0100
			14-15	\$30.68	1.0100
			15-16	\$31.30	1.0200
			16-17	\$31.61	1.0100
			17-18	\$31.93	1.0100
			18-19	\$32.25	1.0100
			19-20	\$32.57	1.0100
			20-21	\$33.22	1.0200
			21-22	\$33.55	1.0100
			22-23	\$34.22	1.0100
			23-24	\$34.91	1.0100
			24-25	\$35.61	1.0100
			25-26	\$37.74	1.0200
			26-27	\$38.50	1.0100
			27-28	\$39.27	1.0100
			28-29	\$40.05	1.0100
			29-30	\$40.85	1.0100
			30-31	\$43.31	1.0200