



# CITY OF MILES CITY

## AGENDA

*Regular Council Meeting  
City Council Chambers  
and online at zoom.us*

*November 23, 2021  
6:00 p.m.*

### CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**
  - A. Regular City Council Meeting 11/09/2021
  - B. Special City Council Meeting 11/11/2021
  - C. Public Safety Committee Meeting 11/04/2021
2. **SCHEDULE MEETINGS**
3. **REQUEST OF CITIZENS & PUBLIC COMMENT**
4. **APPOINTMENTS**
5. **PROCLAMATIONS**
6. **STAFF REPORTS**
7. **CITY COUNCIL COMMENTS**
8. **MAYOR COMMENTS**
9. **COMMITTEE RECOMMENDATIONS**
10. **BID OPENINGS**
  - Current Production Model Dump Truck
11. **BID AWARDS**
12. **PUBLIC HEARINGS**
13. **UNFINISHED BUSINESS**
14. **NEW BUSINESS**
  - A. **ORDINANCE NO. 1351 - AN ORDINANCE AMENDING SECTION 21-14(b)(7) OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY WITH RESPECT TO SUBDIVISION IMPROVEMENTS AGREEMENTS, BIDS, AND GUARANTEES.**
  - B. **RESOLUTION NO. 4442 – A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE MILES CITY POLICE DEPARTMENT LOCAL NO. 283-B UNION.**
15. **ADJOURNMENT**

Public comment on any public matter that is not on the agenda of this meeting can be presented under Request of Citizens, provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed on the matter. Public matter does not include contested cases and other adjudicative proceedings

# Minutes

**REGULAR COUNCIL MEETING November 9, 2021  
6:00 p.m.**

**CALL TO ORDER**

The Regular Council meeting was held Tuesday, November 9, 2021, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana and online at zoom.us. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Dwayne Andrews, Elizabeth Patten, Rick Huber, Roxanna Brush, Kathy Wilcox and Stacy Broell. Council Member Ken Gardner was not present.

Also present were City Fire Chief Branden Stevens, Captain Dan Baker, and City Clerk/Minute Recorder Mary Rowe.

**PLEDGE OF ALLEGIANCE**

Mayor Hollowell led the Council in the Pledge of Allegiance.

**APPROVAL OF COUNCIL & COMMITTEE MINUTES**

**City Council Minutes: 10/26/2021**

\*\* *Councilperson Patten moved to approve the minutes of the Regular Council Meeting, subject to any changes, and seconded by Councilperson Wilcox. The motion **passed** by unanimous consent, 7-0.*

**Human Resources Committee Minutes: 11/02/2021**

\*\* *Councilperson Wilcox moved to approve the minutes of the Human Resources Committee Meeting, subject to any changes, and seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 7-0.*

**Finance Committee Minutes: 11/02/2021**

\*\* *Councilperson Broell moved to approve the minutes of the Finance Committee Meeting, subject to any changes, and seconded by Councilperson Patten. The motion **passed** by unanimous consent, 7-0.*

**SCHEDULE MEETINGS**

*The following meetings will be held in the City Hall Conference Room:*

Human Resources Committee Meeting	12/09/2021 @ 4:15pm
Finance Committee Meeting	11/16/2021 @ 6:00pm

**REQUEST OF CITIZENS & PUBLIC COMMENT**

Blake Molman from the Montana Bar & Tubbs requested a twelve-foot variance on the west side of Veterans Park to insulate the outer wall and add a patio.

He explained that they already have obtained a building permit for the wall, but would be encroaching so they need to buy, rent, or obtain a variance to do so. He also stated that they would pay for the sprinklers to be moved and that they would continue to maintain the park area.

Mayor Hollowell stated that first the City will need to investigate the park and how it was established to determine options. He referred the request to the Finance Committee.

### **APPOINTMENTS**

None

### **PROCLAMATIONS**

None

### **STAFF REPORTS**

None

### **CITY COUNCIL COMMENTS**

Councilperson Wilcox received a public request to grade the alley on the 700 block of South Strevell and put down gravel before winter.

Councilperson Patten gave an update on the Police Department building construction project. The infills in basement are done, flooring is going in and laminate is being started on main floor. The painters, ceiling tiles, electrical, and Information Technology (IT) finished last week. The Exterior is all trimmed out and the Americans with Disabilities Act (ADA) exterior ramps are marked out for next week. The signage will utilize the current sign; 406 Signs will place the new Police design on it for approximately \$1000. The Police obtained a washer/dryer from Ace Hardware on sale. She also noted that Battalion Chief Sarah Lewin studied bats so she may have additional input on the bat issue, but for now a bat house will be placed outside and a netting wrap on the building will be utilized to keep them out until the next construction phase.

Councilperson Andrews thanked Councilperson Patten for taking initiative and painting the front of the building. He also stated that he knows a lady at Fish, Wildlife and Parks (FWP) who puts up bat houses and that they may have one left over from their last project that we could acquire.

Councilperson Brush attended the Solid Waste Board Meeting on October 20<sup>th</sup> and informed Council that Commissioner Krausz granted AJ Nelson a discounted rate on taxes because they are going to tear down the building, the credit card payments at the dump are not worked out yet, and presented a draft on the pits for viewing.

Councilperson Wilcox brought attention to the Trailers at the Fire Department. The sewers are backing up due to the slope of the sewer and will need maintenance to get through the winter.

## **MAYOR COMMENTS**

1. Thanked Council for being responsive and available for the Special Council meeting on Thursday.
2. He intends to speak with staff about going with a different IT company, other than Data Imaging Systems (DIS) because we are having several issues and it is affecting the financial reports.

## **COMMITTEE RECOMMENDATIONS**

Finance Committee Recommends Sending Past Due Ambulance Patient Accounts to DCI Collections.

- \*\* *Councilperson Broell moved to approve the recommendation, seconded by Councilperson Andrews and passed unanimously, 7-0.*

## **BID OPENINGS**

None

## **BID AWARDS**

None

## **PUBLIC HEARINGS**

None

## **UNFINISHED BUSINESS**

None

## **NEW BUSINESS**

### **A. APPROVAL OF OCTOBER CLAIMS**

- \*\* *Councilperson Patten moved to approve October Claims, seconded by Councilperson Kassner and passed unanimously, 7-0.*

## **ADJOURNMENT**

- \*\* *Councilperson Broell moved to adjourn the meeting, seconded by Councilperson Andrews and passed unanimously, 7-0.*

The meeting was adjourned at 6:28p.m.

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**John Hollowell, Mayor**

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**Mary Rowe, City Clerk**

**SPECIAL COUNCIL MEETING      November 11, 2021**  
**6:00 p.m.**

**CALL TO ORDER**

The Special Council meeting was held Tuesday, November 11, 2021, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana and online at zoom.us. Mayor John Hollowell called the meeting to order. Council Members present were Dwayne Andrews, Ken Gardner, Rick Huber, Roxanna Brush, Kathy Wilcox and Stacey Broell. Council Member Elizabeth Patten arrived at 6:10pm. Council Member Brant Kassner was not present.

Also present was City Clerk/Minute Recorder Mary Rowe.

**REQUEST OF CITIZENS & PUBLIC COMMENT**

None

**NEW BUSINESS**

**A.      Exception Request by Wilhelm Land Surveying, LLC regarding Section 21-14(b)(7) Miles City Subdivision Regulations**

**\*\*      *Councilperson Gardner moved to approve the request for one bid and an increase of bond amount to 150%, and seconded by Councilperson Huber.***

Mayor Hollowell explained that Mathew Lothspeich, Cory Wilhelm, and Joel Nelson are asking for an exception to the three bid demand and an increase from 125% bond to 150% bond of the highest bid with approval from both Directors Gray and Speelmon. This demand is not a state statute for a private company, the bid requirement is for the City. He clarified that final plat approval comes later after the improvements are made.

Joel Nelson stated that 125% of highest bid is pretty standard in most other communities in Montana, but increasing it to 150% should cover the City's portion of the project. He added that this request is being done with the understanding that the requested changes are being proposed at the next Council meeting.

Mathew Lothspeich, 2323 S. Haynes, stated that they have hired a contractor and started the project and does not want to receive bids in mid-process. He already has all materials purchased and this bid covers all Southgate Construction that has already been signed off on. Department of Environmental Quality (DEQ) has approved the drainage and he is requesting the increased bond amount to ensure that the City is covered. He has been discussing this with Attorney Rice, Mayor Hollowell, Director Speelmon, Cory Wilhelm, and Joel Nelson.

*\* On roll call vote, the motion passed by unanimous consent, 7-0.*

**ADJOURNMENT**

**\*\*** *Councilperson Broell moved to adjourn the meeting, seconded by Councilperson Gardner and passed unanimously.*

The meeting was adjourned at 6:19p.m.

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**John Hollowell, Mayor**

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**Mary Rowe, City Clerk**

**Public Safety Committee Meeting  
November 4, 2021**

The Public Safety Committee met Thursday, November 4, 2021, at 6:00 pm via live attendance and Zoom Conferencing in the City Hall Conference Room, 17 S. 8th. Present were Committee Members Elizabeth Patten, Kathy Wilcox, and Ken Gardner. Absent was: Committee Member Roxanna Brush. Also present were: Police Chief Doug Colombik, Dispatch Supervisor Lyne Anderson, Fire Captain Jake Richards, Firefighter Erick Hartse, and HR Officer/Recorder Linda Wilkins.

Chairperson Patten called the meeting to order.

**1. Request of Citizens for Public Comment**

None

**2. Staff Comments**

None

**3. Committee Member Comments**

None

**4. Discuss Police Department Building update and sign**

Chairperson Patten stated the carpet is going in, interior and exterior painting has been completed. She helped with some outside painting. 406 Signs has been contacted and the current sign outside the building can be utilized a decal can be created with the police department patch design and placed on the sign costing approximately \$1,000, there is room in the budget for this expense. The Mayor had been contacted and was going to speak with Scott Gray regarding landscaping, tree removal and grounds care. Chief Colombik stated there is still an issue with the bats in the upper story of the building, this could cause health issues. The upper story needs to be sealed where the bats are entering, which appears to be the west side of the building. Chairperson Patten will contact SDI regarding the bat issue. He has not heard back from Mid-Rivers. The final walk-through has been scheduled on November 23 at 9:00 a.m. An exit walk-through at the VA will be scheduled the 2<sup>nd</sup> week of December.

**5. Discuss Dispatch – updates, potential grants, updated state assessment, repeater project in Ismay area**

Supervisor Anderson informed the committee that 911 grants have been opened by the State. The State is pushing next generation to meet a mobile cellular society. She is completing the following assessments: 12-page assessment of 911 services sent out by the State, a 21-page cyber-security assessment. She will be acquiring MDT's for Prairie County. New digital voice loggers have been purchased from grant funds from the State, in the amount \$17,900. She is pursuing funding through a Homeland Security grant and the possible donation of land to place a new repeater in the Ismay area where there is a dead spot in communication, which is an issue for officer safety, especially when fighting fires.

**6. Discuss and Recommend Animal Ordinance**

Chairperson Patten placed this item on the agenda as a reminder. She stated there has been e-mailing back and forth regarding updates to this ordinance, but recommendations for changes are not yet complete.



**7. Discuss and Recommend Fire Department building situation**

Chairperson Patten provided to the committee copy of the floorplan for the Fairview Fire Department and the Custer County Rural Fire Department for their review and as points of reference. Chief Stevens provided her with a copy of the PAR developed for the Miles City Fire Department. The Fire Department is probably a \$4 million project for the remodel and \$5 million for a new build. USDA has rural development grant loans for 55% or 60% of a public service project. It would be worth the drive to Fairview to view the Fire Department building, and see how the plans could be modified for the Miles City Fire Department. Captain Richards commented that a remodel project may be a good option, it could be a two-phase project starting with the oldest side of the building. This would allow the department to maintain operations out of the newer side of the building. Committee Member Gardner thought this would be something well worth reviewing. Committee Member Wilcox commented that SDI could a remodel drawing and save the best of the current building. There was discussion regarding the current plumbing problems to the living cabins, and that possible caps could be place on the current line to blowout or vacuum out the current sewer lines. Captain Richards stated he would be happy to help the department in any way. Chairperson Patten said she would be in touch with Captain Richards.

**8. Adjournment**

*\*\*Committee Member Wilcox moved to adjourn the meeting, seconded by Committee Member Gardner and passed unanimously, 3-0.*

The meeting was adjourned at 6:56 p.m.

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Chairperson Elizabeth Patten

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Recorder Linda Wilkins

## ADVERTISEMENT FOR BID

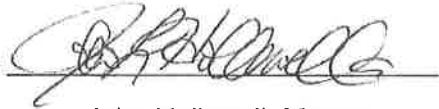
Sealed bids for the purchase of a **Current Production Model Dump Truck** will be received by the City of Miles City at City Hall (first floor, City Hall), 17 S. 8<sup>th</sup> Street, Miles City, Montana 59301 until 5:00 p.m. local time on Tuesday, November 23, 2021 and then publicly opened and read aloud at the City Council Meeting held at 6:00 p.m.

The Contract Documents including specifications for this equipment may be obtained from the office of City Engineering and Operations or by calling 406-234-3493 (fax 406-234-6392).

Bid security in the amount of ten percent (10%) of the bid must accompany each bid in accordance with the Instruction to Bidders. No Bid may be withdrawn after the scheduled time for the public opening of Bids. Bids are to remain open for 30 days.

The City of Miles City has the right to award the Contract to the lowest, responsible, responsive bidder and reserves the right to reject any and all bids and to waive irregularities, as discussed in the Contract Documents.

Signed: \_\_\_\_\_



John Hollowell, Mayor  
City of Miles City  
Miles City, Montana 59301

First Publication: November 5, 2021

Second Publication: November 11, 2021

Third Publication: November 18, 2021

# New Business

**ORDINANCE NO. 1351**

**AN ORDINANCE AMENDING SECTION 21-14(b)(7) OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY WITH RESPECT TO SUBDIVISION IMPROVEMENTS AGREEMENTS, BIDS, AND GUARANTEES.**

WHEREAS, the City of Miles City's subdivision code governs the calculation of guarantee amounts and bid procedures related to subdivision improvement agreements; and

WHEREAS, the City of Miles City finds that in certain instances, the requirement of three bids as a basis for determining guarantee amounts are not practical or possible to obtain, and finds that alternatives for determining guarantee amounts in subdivision improvements agreements are in the best interests of the City of Miles City, to encourage growth and development, while protecting the taxpayers by ensuring that developers provide adequate guarantee for completion of subdivision improvements;

**THEREFORE, BE IT ORDAINED**, by the City Council of the City of Miles City, Montana, as follows:

**Section 1. Section 21-14(b)(7)** is hereby amended to read as follows:

Sec. 21-14. - General procedures.

...

*(b) Final plats.*

...

*(7) Public improvements agreement, guaranty.* As a condition of approval of the final plat, the subdivider must have installed and certified all required improvements or have entered into a subdivision improvements agreement guaranteeing the construction and installation of all required improvements (MCA 76-3-507). The governing body may require 50 percent of all improvements or 100 percent of any improvements necessary to protect public health and safety to be completed before allowing bonding or other reasonable security for purposes of filing a final plat. The requirement is applicable to approved preliminary plats (MCA 76-3-507(4)). No construction or placement of structures on the lots may occur until improvements related to public health and safety, such as roads or firefighting facilities, have been installed and engineering plans have been filed. A model subdivision improvements agreement and alternative methods of guaranteeing public improvements, the procedures and requirements

for securing an agreement, and suggested conditions for maintenance are available from the subdivision administrator.

If the subdivider chooses to enter into a subdivision improvements agreement, guaranteeing the public improvements through a bond, letter of credit, or other financial guarantee, the basis for such guarantee amount shall be calculated based one of the following two options: Option 1: The subdivider shall obtain three bids for the cost of installation of the public improvements. The amount of the guarantee shall be calculated by multiplying 125 percent by the highest bid. Option 2: The subdivider shall obtain one bid from a contractor or contractors deemed responsible by the city, and which shall be reviewed and approved by the subdivision administrator, public works director, public utilities director, and city attorney. The amount of the guarantee shall be calculated by multiplying 150 percent of the approved bid.

As the public improvements are installed, the subdivider shall provide a letter to the governing body indicating such, and including a copy of the engineered plans certifying all public improvements have been installed in conformance with the approved plans and specifications. Upon the subdivider's request, along with required installation of improvements and appropriate certifications, the governing body shall reduce bond or security requirements commensurate with the completion of improvements. Prior to the release of the guarantee, a copy of the plans, stamped by the project surveyor or engineer in accordance with their licensing provisions, shall be filed in the county clerk and recorder's office with reference to the final subdivision plat.

**Section 2.** This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 23<sup>rd</sup> day of November, 2021.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**FINALLY PASSED AND ADOPTED** this 14<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**RESOLUTION NO. 4442**

**A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE MILES CITY POLICE DEPARTMENT LOCAL NO. 283-B UNION.**

*WHEREAS*, the City of Miles City (“City”) and the Miles City Police Department Local No. 283-B of the American Federation of State, County and Municipal Employees (“Local 283B”) have negotiated and desire to enter into a new collective bargaining agreement (CBA), which covers certain City employees who work for the City;

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. The Collective Bargaining Agreement between the City of Miles City and the Local 283-B, attached hereto as Exhibit “A” and made a part hereof, is hereby approved and adopted by the City Council of the City of Miles City.

2. The Mayor of the City of Miles City is hereby authorized and empowered to execute the same, and to bind the City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 23<sup>rd</sup> DAY OF NOVEMBER, 2021.**

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**CITY OF MILES CITY**

**and**

**MILES CITY POLICE DEPARTMENT**

**AFSCME LOCAL No. 283-B**

**July 1, 2021 through June 30, 2022**



## ARTICLE 1 – RECOGNITION

### A. Recognition of Exclusive Representative:

1. *Recognition:* In accordance with the Act, the City recognizes the Union as the exclusive representative of the appropriate unit employed by the City, which the exclusive representative shall have those rights and duties as prescribed by the Act and this Agreement.
2. *Appropriate Unit:* The exclusive representative shall represent members of the appropriate unit which shall consist of all Sworn Police Officers below the rank of Lieutenant, Dispatchers except the Dispatch Supervisor, and Animal Control Officer; but shall exclude temporary and short-term employees.

### B. Union Leave and Communications:

1. *Union Leave:* Employees who are elected or appointed representatives may in the City's sole discretion be granted not more than five days of leave without pay or, at the employee's option, with use of accrued leave, to attend state, regional and national meetings and conventions directly related to the business of the exclusive representative.
2. *Union Bulletin Board:* The City shall provide reasonable bulletin board space for use of the Union in communicating with its members. There shall be no posting of inflammatory materials.

## ARTICLE 2 - CITY RIGHTS

- A. **Inherent Managerial Rights:** The exclusive representative recognizes that the City is not required to and is not permitted to meet and negotiate on matters of managerial prerogative, which include but are not limited to the following: directing employees; hiring, promoting, transferring, assigning and retaining employees; relieving employees from duties because of lack of work or funds or under conditions where continuations of such work be inefficient and non-productive; maintaining the efficiency of government operations; determining the efficiency of government operations; determining the methods, means, job classifications, and personnel by which government operations are to be conducted; taking whatever actions may be necessary to carry out the missions of the Police Department in situations of emergency; and establishing the methods and processes by which work is performed. The exclusive representative further agrees that all management rights, functions and prerogatives, not expressly delegated in the Agreement, and are reserved to the City.
- B. **Effect of Laws, Rules and Regulations:** The parties recognize that all employees covered by this Agreement shall perform the duties and services prescribed by the City. The parties also recognize the right, obligation and duty of the City Council and it's duly designated officials to promulgate rules, regulations, directives, and orders so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the City, all employees covered by the Agreement and all provisions of this Agreement are subject to the laws of the State of Montana, Federal Laws, and valid rules, regulations 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.
- C. **Law Enforcement:** The Police Department is subject to the regulations of the Montana Code Annotated (MCA), Chapter 32, Title 7 Part 41 Municipal Police Force. Should any provision of this Agreement be



found to be in conflict with said MCA, then the MCA will control.

### ARTICLE 3 - UNION SECURITY, RIGHTS AND PROHIBITIONS

The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, and dues. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.

- A. **New Employee Orientation:** The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. The Employer shall provide notice at least ten (10) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union. In the event the employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the union shall be provided with the name of the employee and his/her duty location and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the union.
- B. **Statutory Rights/Inquiries:** The Union and the City agree that the City may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-32-201, MCA. The parties further agree that the City shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.
- C. **Religious Exemption:** Employees wishing to exercise their rights of non-association with the Union on religious grounds shall do so pursuant to the provisions of 39-31-204, MCA
- D. **Union Negotiations:** It is recognized that employees representing the Union for the purpose of negotiations are acting on behalf of the Union and its members and not in their capacity as employees of the City.
- E. **Use of Conference Room:** The Union shall be allowed to use the Officer's Room/Locker Room or the EOC room for one meeting per month. Such meeting shall be scheduled when the facility is available and so as not to interfere with the operations of the City. All on-duty employees shall be allowed to attend said meeting, but shall be on call during such meeting.
- F. **Union Visitation:** With the exceptions of the above monthly meeting, the authorized representatives of the Union shall not visit the work area of the employees and shall not confer with employees on employment-related or Union related matters while such employees are on duty, unless prior authorization from the Chief of Police or his/her designee, has been obtained. Union representatives may confer with on duty employees outside of the work area and police vehicles during such employee's coffee breaks or meal breaks. An employee has the right to request Union representation when the City interviews an employee and when the employee has reason to believe that the information gained may be used against him or her. The exercise of this right shall be governed by Weingarten and its progeny.
- G. **Janitorial Duties:** Except in case of an emergency and as an element of a light duty assignment, employees shall not be required to perform janitorial duties.
- H. **Transcriptions:** Unless in cases of emergency, dispatch employees shall not be required to perform transcriptions of interviews or any other audio/video interviews or statements, except for telephonic search warrant transcriptions that are required by 46-5-222 MCA.

## ARTICLE 4 - PROHIBITED PRACTICES

- A. **Treatment of Union Members:** No employee shall be favored or discriminated against, either by the Union or the City because he/she maintains or terminates membership in the Union, holds any office in the Union, bargains for the Union, files a grievance, or for any other form of lawful concerted activity.
- B. **Restraining and/or Coercing Employees:** The City and the Union and their agents are prohibited from restraining or coercing employees in the exercise of their rights to join or not to join the Union, to maintain or to terminate membership in the Union, or to individually present a grievance.
- C. **Other Labor Groups Prohibited:** The City will not aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union during the term of this Agreement.
- D. **Discrimination:** No person employed by, nor applicants for employment with the City, nor any applicant for Union membership shall be discriminated against because of race, religion, color, national origin, age, sex, marital status, number of dependents, political affiliations, or Union membership or non-membership. Allegations of such shall be submitted to respective governmental agencies in accordance with their rules and procedures.

## ARTICLE 5 - HOURS OF WORK AND OVERTIME

- A. **City Rights:** The City reserves the right to call individuals to work on their scheduled days off in the event such is necessary.

- B. **Police Officers:**

- 1. *Work Day:*

- a. Except for emergencies and special assignments including School Resource Officer, Animal Control, and Drug Task Force assignment, the regular work days and shifts for Police Officers shall be mutually agreed upon and defined in a Memorandum of Understanding between the City and the Union.

For the purpose of shift differential, shifts are defined as:

Day Shift:	7:00 a.m. to 5:00 p.m.
Afternoon Shift:	12:00 p.m. to 3:00 a.m.
Night Shift:	9:00 p.m. to 8:00 a.m.

The afternoon shift is any combination of 10 hours to adequately cover a shift.

- b. *Bidding:* Shifts for the following year will be bid on no later than November 30<sup>th</sup>. Shifts will be bid by seniority. Two Officers shall be assigned and work on each shift. Patrol Officer positions exclude Officers in special assignments and Administrators. To cover a shift shorted by the absence of an Officer in a short notice situation, the City may temporarily move an Officer to cover that shift. Short notice situation is defined as sick time coverage or emergency call out. Officers will not be made to work a different shift other than what they bid on, in long term circumstances. Long term shall be defined as more than one week. If overtime is

required to cover a shorted shift, to the extent practical the most senior Officer shall be given the right of first refusal. Sergeants will schedule Patrol Officers.

- c. Unless duty intervenes, Officers may take a 30 minute rest break and a 30 minute meal break, as scheduled by the City.
2. *Work Week:* The work week shall begin each Sunday at 12:01 a.m., and shall continue for seven consecutive days. Officers shall normally work four-consecutive days, followed by three-consecutive days off. The City will establish a workweek for each Officer. Each Officer's workweek will consist of four consecutive shifts, all shifts will be consistent with guidelines of Article 5 Section B, Subsection 1a. All four shifts will be the same for each officer.

Except for a call back or meetings, when an Officer works on either the first or third day of his/her consecutive days off, all such time shall be at time and one-half the Officer's regular rate. When an Officer works the first two days, the last two days, or just the middle day, all such time worked will be at double the Officer's regular rate. When an Officer works all consecutive days off, work on the first day will be at time and one half and work on the second and third days will be at double time and one-half the Officer's regular rate. Days compensated in this manner shall not be subject to additional overtime pay under Section E of this Article.

3. The City may establish a distinct work week and compensation formula for School Resource Officer, Animal Control Officer, and Drug Task Force Officers, which shall provide approximately the same overall benefits as for other Officers. Required dress and other matters addressed by this Agreement may be different for such Officers.

### C. Dispatchers:

1. *Shifts:* The City will establish a seven-day work week for each Dispatcher which shall attempt to avoid extended periods of work before days off, and shall so notify the Dispatcher. The regular work day for Dispatchers shall be divided into two equal twelve-hour shifts:

Day Shift:	7:00 a.m. to 7:00 p.m.
Night Shift:	7:00 p.m. to 7:00 a.m.
Mid Shift	: 11:00 a.m. to 9:00 p.m.
2. Shifts will be bid by seniority every 3 months.
3. The shifts will consist of the following:
  - a. Day Shift 1/Night Shift 1
    - i. Week 1 & 3: (3) twelve hour shifts on Monday, Tuesday and Saturday and one (8) hour shift on Friday.
    - ii. Week 2 & 4: (3) twelve hour shifts on Sunday, Wednesday and Thursday
  - b. Day Shift 2/Night Shift 2
    - i. Week 1 & 3: (3) twelve hour shifts on Sunday, Wednesday and Thursday
    - ii. Week 2 & 4: (3) twelve hour shifts on Monday, Tuesday and Saturday and one (8) hour shift on Friday
  - c. Mid-Shift (overlap): Monday – Thursday (10) hour shifts 11:00 a.m. – 9:00 p.m.
4. If a vacancy were to occur during a rotation, shift bidding by seniority would need to take place to

cover the vacancy for the remainder of the quarter.

5. *Other Schedules:* By mutual agreement, the City may implement alternate work schedules for Dispatchers.

#### **D. Civilian Employees:**

1. *Work Day:* Civilian employees shall normally work an eight-hour shift. Within the regularly scheduled shift, they shall receive a one-hour meal break and two 15 minute rest breaks.
2. *Work Week:* Civilian employees shall be scheduled on a seven-day work week, which normally includes five days of work and two days off. The City will attempt to schedule days off to be consecutive within each work period.

#### **E. Overtime:**

1. *Computation:*
  - a. *Police Officers:* All hours that an Officer works over 40 in any work week, shall be considered overtime.
  - b. *Dispatchers:* All hours that a Dispatcher works over 40 in any work week, shall be considered overtime.
  - c. *Civilian Employees:* All hours that a civilian employee works over 40 in any workweek, shall be considered overtime.
  - d. Paid leaves shall be considered time worked for the purpose of calculating overtime.
2. *Authorization:* Except in cases of an emergency, all work which puts an employee in an overtime status shall be specifically approved by the Chief, Captain, Lieutenant, Sergeant, Shift Commander or Dispatch Supervisor in advance. Otherwise, an employee may be subject to the provisions of the discipline and discharge provisions of this Agreement.
3. *Meetings:* With the exception of firearms training, all mandatory meetings shall be appropriately compensated and at the statutory overtime rate if such puts an employee in to overtime status.
4. *Compensatory Time:* Prior to the end of each pay period, each employee shall designate on their time sheets if they elect overtime to be paid or credited to compensatory time for that particular pay period. Absent such an election, all overtime shall be paid.
  - a. *Compensatory Time Bank:* Police Officers may maintain a total of not more than 120 hours of compensatory time at any given time, and all other employees may carry no more than 120 hours of compensatory time at any given time.
  - b. *Compensatory Rate:* One hour of what would otherwise be overtime will be credited as one and on-half hours of compensatory time.
  - c. *Compensatory Use:* Employees may use compensatory time credits with the

advance permission of the City, which use may be denied if the employee's absence would create an undue burden.

- d. An employee may carry any or all compensatory time credits until the time he/she separates from the City, at which time all compensatory time hours shall be cashed out at the employee's rate of pay at the time of separation. The City may credit to compensatory time any time which would otherwise be overtime when such time is earned as a result of training.

*Compensatory Yearly Cash Out:* The City shall cash out any or all of an employee's accumulated compensatory time credits semi-annually with the November 30 and June 30 paydays. Employees shall be provided by the Human Resources Department, a cash out slip stating number of hours available to cash out, employee must return the completed cash out slip stating the number of hours the employee wishes to cash out to the Human Resources Department on the payroll cutoff date prior the payday to receive pay out of compensatory hours.

5. *Records:* Each employee is responsible to submit reports, statements, etc., concerning an event during his/her previous tour of duty.
- F. **Minimum Call Back:** When an employee is called back to work and such is not connected to the beginning or end of the employee's regular shift, all work performed during such period shall be at time and one-half the employee's regular rate and shall be for a period of not less than two hours. All work assigned during such period shall be related to the particular purpose of the call back.

## ARTICLE 6 – SALARIES

- A. **Wage/Salary Schedule:** Compensation to be paid by the City to the employees in the bargaining unit during the period of this Agreement, subject to the expressed provisions of Article 17 of this Agreement, are set forth in Addendum "A" attached hereto and by reference made part of this Agreement. The City agrees to deduct the following items from the paycheck of each employee:
- a. Federal Income Tax
  - b. State Income Tax
  - c. Union Dues
  - d. Savings Bonds, Credit Union Deductions, etc. (optional by each employee)
  - e. Police Pension
  - f. Health Insurance
- B. **Shift Supervisors:** When a shift is assigned two or more Officers, one shall be designated the Shift Commander. An Officer under the rank of Sergeant who is so designated shall be compensated as if he/she had attained the rank of Sergeant for the period of such designation.
- C. **Sole Officer:** When an Officer under the rank of Sergeant works as the sole line Officer, he/she shall be compensated the difference between his/her regular pay and what he/she would have been paid if he/she had attained the rank of Sergeant.
- D. **Pay Periods:** When agreed by all other bargaining units, the City may change the pay periods to begin at 12:00 midnight on a Friday and ending two calendar weeks later. Except in the case of an emergency, pay checks covering such period shall be issued not later than the Wednesday following each pay period.

## ARTICLE 7 - LEAVES OF ABSENCE

### A. Sick Leave:

1. Sick leave shall be allowed as provided by Section 2-18-618, MCA. An employee is deemed to be a permanent full-time employee beginning upon completion of his/her one-year probationary period. Sick leave with pay shall be allowed an employee who is absent for any of the following reasons:
  - a. Because of and during illness or injury incapacitating the employee to perform his/her work; or
  - b. Because of illness, death or injury in the "immediate family" requiring the attendance of the employee.
  - c. Five days in the event of a death in any one instance. This does not include necessary travel time to the location of death or services.
  - d. The Chief of Police may extend beyond five days of the maximum sick leave for illness, death or injury in the "immediate family".
  - e. Immediate family" shall mean spouse, children, mother, father, sisters, brothers, grandparents, and household dependents of the employee and spouse in a like degree.
  - f. Sick leave may also be used for absence for dental, optical care, or treatment of medical examination. The Chief of Police may, if there is a reason to believe that abuse of sick leave exists, require a medical verification for such absences.
2. Illness that occurs during an employee's vacation may be charged off to sick leave. A written medical verification of proof of illness during vacation will be required to charge to sick leave.
3. In the event of an injury occurring during a regularly scheduled tour of duty, sick leave will be granted during recovery time. Employees shall have the option of using sick leave or industrial accident.
4. Abuse of sick leave is grounds for dismissal as provided by Section 2-18-618 (8), MCA

### B. Annual Vacation:

1. Vacation shall be accrued in accordance with Sections 2-18-611 through Section 2-18-617, MCA
2. Vacations shall be arranged or be caused to be arranged in accordance with Montana Codes Annotated 2-18-616. Vacation time of employees not covered by this Agreement shall not affect this schedule.
3. Vacation time may be taken on a split-vacation basis. If the City 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.

4. Vacations must be approved by the Chief of Police considering the necessity to maintain sufficient workers in the Department to meet the needs of the public.
5. Vacation bidding for Police Officers for the following calendar year will begin as soon as shift bidding for the year has been completed as stated in Article 5, Section b of this agreement. Vacation will be bid in rounds by seniority.
6. Vacations for dispatchers shall be arranged by the Dispatch Supervisor in accordance with Article 7, Section B, subsections 1-2 of this agreement. Any conflict in vacation requests shall be resolved by seniority
7. Vacations for all other employees, not covered in Subsection 5-6 shall be determined by the Chief of Police in accordance with Article 7, Section B, subsection 1-3 of this agreement.

C. **Emergency Leave:** An employee may be granted a leave at the discretion of the Chief of Police of no more than one day per year, non-cumulative. The day is deducted from sick leave for emergency situations that arise requiring the employee's personal attention, which is not covered under other provisions of this Agreement.

D. **Medical Leave:**

1. An employee who is unable to work because of illness or injury and who has exhausted all sick leave credit available shall, upon request, be granted a medical leave of absence, without pay, up to six months. The City may, in its sole discretion, renew such leave.
2. A request for leave of absence or renewal thereof under this Section shall be accompanied by a doctor's written statement outlining the conditions of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

E. **Leave Without Pay:** A leave of absence without pay may be granted at the sole discretion of the City upon written request by the employee. The request shall state the reason for the leave and the approximate length of time off the employee desires, up to 12 months. This leave may be extended at the discretion of the City.

F. **Military Leave:** Any permanent employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps for forces of the United States Army, Navy, Marine Corps, Air Force or Coast Guard shall be granted leave of absence with pay for attending regular encampments, training cruises, or similar training programs, not to exceed 15 working days per calendar year 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 City for a period of six months.

G. **Maternity Leave:** The parties are bound by the provisions of State and Federal Statute(s) concerning maternity leave.

H. **Personal Leave:** The City will grant requests for annual leave when the expressed purpose is to take care of personal business when such requests are made at least five calendar days in advance except in cases of an emergency. Use of such leave shall be limited to one person per shift and unless the grant would create

an undue burden on the Department. The grant of this leave shall not affect an already established annual leave schedule of another employee.

- I. **Educational Leave:** Upon prior written approval and in accordance with Department policy, an employee may attend not more than 50 hours of classes per quarter or 200 hours of classes per year, while on duty without a loss in pay or benefits. The Chief may require the employee to carry and monitor a police radio and be subject to call, and may deny such a request if in the Chiefs opinion it would be detrimental to the performance and/or productivity of the Department.
- J. **Family and Medical Leave:** When an eligible employee is on leave which qualifies under the Family and Medical Leave Act, such leave shall be deemed initiated and sick leave shall be applied when applicable.

**K. Records of Leaves:**

- 1. The City shall prepare and maintain up-to-date monthly records showing the number of days accumulated and taken for vacation leave, sick leave, and any granted compensatory time. Such reports shall be easily accessible to the employees.
- 2. In addition, the City agrees to include on each employees' pay stub each month, a complete accounting of the employee's paid leave time remaining on the City's books as of the end of each payroll period. This information shall include sick leave, vacation leave and all compensatory time.

**ARTICLE 8 – HOLIDAYS**

**A. Holiday Schedule:** Employees shall be granted the following holidays without loss of pay:

- |                       |                                |
|-----------------------|--------------------------------|
| 1. New Year's Day     | January 1                      |
| 2. Martin Luther King | Third Monday in January        |
| 3. President's Day    | Third Monday in February       |
| 4. Memorial Day       | Last Monday in May             |
| 5. Independence Day   | July 4th                       |
| 6. Labor Day          | First Monday in September      |
| 7. Columbus Day       | Second Monday in October       |
| 8. Veteran's Day      | November 11                    |
| 9. Thanksgiving       | Fourth Thursday in November    |
| 10. Christmas         | December 25th                  |
| 11. Election Day      | Date of State General Election |

The Montana Legislature may establish other holidays.

- B. **Holiday Pay:** Employees required to work on the above listed holidays shall receive an additional one and one-half times their regular rate of pay set forth in Addendum "A".
- C. **Holidays on Regular Days Off:** If one of the above listed holidays should fall on an employee's regular scheduled day off, said employee shall receive ten hours or eight hours of compensatory time to be added to an employee's total compensatory time, based on their normal work day schedule.

**ARTICLE 9 - PHYSICAL FITNESS TESTING**



- A. **Physical Fitness Required:** Each employee covered by this Agreement must maintain a medically acceptable physical fitness commensurate with the duties and requirements of the position he/she occupies. This may include demonstrating such condition by a medical examination.
- B. **Medical Examinations:** Whenever the City shall require medical examination in connection with this section, or any other provision of this Agreement, the same shall be at the City's expense. Such examination shall be scheduled during the employee's on-duty time.
- C. **Physical Fitness Standards:**
  - 1. *Physical Fitness Standards Established:* The physical fitness standards for initial hiring purposes shall be that used by the Montana Law Enforcement Academy, and for the purposes of annual testing the standard shall be the Montana Physical Abilities Test (MPAT) as posted by the City.
  - 2. *Assessments:* Each Police Officer (including Sergeants), may during the year complete the MPAT at a sanctioned MPAT event. Police Officers will be entitled to a once per year comp time bonus based off of the below chart:

4 minutes 30 seconds to 4 minutes	10 hours comp bonus
Under 4 minutes	20 hours comp bonus

**ARTICLE 10 - SCHOOLS AND PISTOL QUALIFICATIONS**

A. Pistol Qualifications:

- 1. Police Officers will be expected to attend, as scheduled, the Department Semi-annual Pistol Qualifications.
- 2. Officers will be scheduled for pistol qualifications while on-duty or off-duty. Officers off-duty who are required to report to pistol qualifications will be compensated at a rate of time and one-half the employee's rate of pay and shall be for a period of not less than two hours. Officer's off-duty may also elect to receive compensatory time for time spent qualifying in lieu of the time and one-half rate of pay. All officers will be required to qualify. Scores shall be kept by the firearms' instructor.

B. Schools and other trainings:

- 1. The employees are free to attend and participate in all school and training sessions sanctioned by the Montana Law Enforcement Academy at which their attendance is ordered by the Chief of Police or his/her designate. Attendance at such schools shall not be required if such attendance would create an undue hardship on such employee; for example, a night shift employee being required to attend an all-day training session after coming off shift.

C. CPR Certification:

Employees are required as a condition of their employment to obtain and maintain a certificate attesting to the employee's ability to perform emergency Cardiopulmonary Resuscitation techniques. The employee's certification must be from the American Heart Association or comparable certificate

approved by the Chief of the Department. In the event that an employee lets his/her CPR Certification expires, he/she will be given 30 days to renew the certification.

### ARTICLE 11 – PERFORMANCE EVALUATIONS

**Performance Evaluations:** Evaluations shall be conducted by Sergeants or members of Command annually. Sergeants will not evaluate other Sergeants. Members tasked with evaluating Officers must attend a training pertaining to performance evaluations. The training must be mutually acceptable for both the City and the Collective Bargaining Unit.

### ARTICLE 12 - EMPLOYEE FRINGE BENEFITS

A. **Medical Insurance:** Pursuant to the laws of the State of Montana:

1. The City shall provide the same insurance to respective employees of the Police Department as is provided to other employees employed by the City.

2. Health Insurance:

a. **City's Contribution:** The City will contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.

B. **Retirement:** The City and employees are bound by Title 19, Chapter 9, MCA

C. **Equipment Provided:** The City will provide, maintain, and replace hardware and equipment authorized by the Department, excluding uniforms, for use of employees in their employment.

D. **Department Ammunition:** The City shall furnish each employee with all qualification and duty ammunition for all departmental issued weapons, subject to department policy.

E. **Uniform Allowance:** There shall be paid on September 15 and March 15 each year, the following clothing allotment to each employee who wears a uniform in the conduct of his/her duties:

Patrol, Sergeant & Animal Warden: .....\$360.00  
Dispatcher ..... \$125.00

### ARTICLE 13 - HEALTH AND SAFETY

A. **Industrial Insurance Required:** The health and safety of employees shall be reasonably protected while in the service of the City. The City shall carry industrial insurance on all employees. Employees are directed to report all personal injuries received in the course of employment. No employee shall be required to work with unsafe equipment, nor to work patrol without a firearm unless mutually agreed to the contrary.

B. **Employee Losses:** When loss or damage is caused as a result of employment, the City will provide just compensation for destruction of uniforms, personal prosthetic devices, and management approved, required items upon the incident having been reported to the employee's immediate supervisor prior to the

end of the shift during which the incident occurred and a claim being made to the City within 72 hours of the incident, and providing that such loss or damage was not due to the negligence of the employee.

- C. **Employee Injuries:** An employee injured in the line of duty may request investigation by the Worker's Compensation Division of the circumstances of the injury.
- D. **Bullet Proof Vests:** The Department will provide Police Officers bullet proof vests which are in accordance to underwriter recommendations. Each Police Officer will be required to wear the vest at all times while on patrol duty.

#### **ARTICLE 14 - NEW POSITIONS & PROMOTIONS**

A. **New Positions:** When a new position is created or a vacancy occurs in any existing position, the City will within five working days post the vacancy internally for 10 working days. Thereafter, the vacancy must be posted on the City website and Montana Job Service. The position will be open continually until an appropriate, qualified candidate is found to fill the vacancy. The vacancy announcement shall contain the following information:

1. A listing of the principal duties of the position;
2. Minimum qualifications;
3. Current assigned hours of service;
4. Current assigned days of rest;
5. Salary range of the position;
6. Starting date of the assignment;
7. Last date when applications will be received and accepted;
8. With whom the applications shall be filed.

#### **B. Promotional Procedure:**

1. *Responsibility for Promotions:* The City shall first consider and give preference to the applications of current employees for open positions covered by this Agreement and shall base its decision on the applicants' abilities, experience, performance evaluations and seniority. The City shall in its sole discretion assess the applicants' abilities and experience relevant to the requirements of the position. Vacancies shall be filled within 30 calendar days from the end of the posting period, unless the City finds it necessary to re-advertise the position, in which case the vacancy will be filled as soon as possible thereafter.
2. *Promotional Procedures:* Applications received by members of the bargaining unit will be given consideration before reviewing the applications from external candidates. Promotions will be based on a point system when two or more current bargaining unit members are being considered for a promotion. The person with the greatest number of points will rate the highest score regarding the position open at that time. The composite score will be derived from the following categories:

1.	Structure Interview	20 pts
2.	Experience (1 year prior law enforcement = 2 pts)	20 pts
3.	Seniority within Department (1 year = 1 pt max 5 pts)	5 pts
4.	Evaluations	20 pts
5.	Secondary Education (Associates 2pts, Bachelor 4pts, Masters 6pts)	6 pts
6.	Assumption of additional duties for the Department on and/or off duty	3 pts

7.	Post Certificates (Intermediate 2pts, Advanced 4pts, Supervisory 6pts)	6 pts
8.	Written Examination	20 pts
Total		100 pts

3. *Promotional Authority:* The Mayor shall select an applicant based on Section 8(1), above, and recommend that candidate to the City Council, which shall then consider and act on the recommendation in accordance with the Council's procedures.
4. *Reasons and Appeal:* If an employee who applies for a bargaining unit position is not selected, the City will, upon request by that employee, furnish the reason in writing. An employee who disagrees with the reasons may grieve under the provisions of Article 15.

**C. School Resource Officer:** When the Chief of Police assigns an Officer to act as a School Resource Officer (SRO), the following provisions shall apply:

1. The Chief of Police shall determine the SRO's work schedule, which shall normally be a 40-hour work week based on an average eight hours per day during an average five day school week. Overtime earned by the SRO shall be converted to compensatory time to the limit allowed under the Fair Labor Standards Act.
2. The SRO shall, to the extent possible, limit his/her requests for use of leaves to those times when school is not in session.
3. The Officer shall inform the Chief of Police of extracurricular school activities and in addition to his/her regular work schedule, attend those the Chief determines to be appropriate. The SRO shall also, with advance permission of the Chief of Police, plan and attend school activities and meetings to promote the SRO program.
4. All provisions of the Collective Bargaining Agreement, not modified in this Section, shall be effective except where the SRO and Chief of Police may agree from time to time.

## ARTICLE 15 - SENIORITY, LAYOFF AND RECALL

**A. Seniority:**

1. *Definitions:*
  - a. Sworn Officers: Seniority begins from the last date of hire with the City as a sworn officer, and is recognized after the Officer satisfies his/her probationary period.
  - b. Civilian Employees: Seniority begins from the last date of hire with the City, and is recognized after the employee satisfies his/her probationary period. All Civilian employees who were employed by the City before July 1, 1986, shall have that date as their seniority date.
2. *Seniority Roster:* The City shall, on or about January 1 of each year, post a seniority roster showing the seniority date for each employee. An employee who disagrees with the information posted may file a grievance. The resolution of or failure to file a grievance shall establish the information as valid from that point forward and in subsequent postings.

3. *Seniority Credits:*

- a. **Continuing Accumulation:** An employee shall continue to accrue seniority when on leaves with pay, military leave, and authorized leaves of absence without pay not in excess of 15 calendar days. An employee, who returns to the bargaining unit from a promotion within the Department, shall be deemed to have accumulated additional seniority during such promotion.
  - b. **Status Quo:** An employee shall not accumulate, but shall not lose, already accumulated seniority credits when he/she is absent on an authorized leave of absence for in excess of 15 calendar days, is on layoff status, or is transferred out of the Department but still employed by the City.
  - c. **Loss of Credits:** An employee's seniority credits shall be lost when he/she is terminated or resigns. Seniority credits shall also be lost when an employee is on layoff status for in excess of two calendar years from the date layoff began. Members that have left the Department or promoted out of the Collective Bargaining Unit, but have regained employment at a later date, shall request their longevity to be recognized by the union. It will only be granted through a Union majority vote.
- B. **Layoff:** In the event the City decides to reduce the number of employees within any classification, it shall lay off the employee within that classification who has the least seniority. Except in the case of an emergency, the City will give an employee subject to layoff a minimum of 21 calendar days advance notice.
- C. **Recall:** When there is an open position within the bargaining unit, the most senior individual on layoff status who has actually been employed in the open position shall be recalled, unless that employee was removed by the City for performance reasons, in which case the next senior employee shall be recalled. The City shall issue a recall notice by certified, return receipt letter to the employee's last-known address. The recalled employee will, not later than 10 calendar days from the mailing of the notice by the City, notify the City in writing of his/her intent to return to work. Should the recalled employee fail to issue such notification, or should the employee fail to return to work at the time specified by the City, the employee shall be deemed to have resigned his/her position. In the event an individual was placed on layoff from a full-time position, he/she may decline recall to a part-time position without being deemed to have resigned or losing his/her rights to recall except as specified in A(3)(c), above.

**ARTICLE 16 - DISCIPLINE AND DISCHARGE**

- A. **Supervisory Authority:** In accordance with Title 7, Chapter 32, Part 4103, MCA the Mayor, or the Chief of Police with the concurrence of the Mayor, shall have the power in all cases to suspend an employee for disciplinary purposes, with or without pay, and to otherwise discipline or discharge employees.
- B. **Investigatory Suspension:** When employees are suspended during investigations, such shall be deemed a reassignment of duties with pay.
- C. **Appeal:** Should a non-probationary employee believe that he/she has been disciplined or discharged for other than good cause per 39-31-303(5), MCA, he/she may appeal such action under the time lines and in accordance with the rules and procedures of the contractual grievance/arbitration procedure contained herein. Police Officers may opt instead to appeal to the Miles City Police Commission and seek judicial review under the provisions of 7-32-4164, MCA, but the initiation of one of these appeal processes shall be deemed an irrevocable selection of that process to the exclusion of the other.

- D. **Personnel Files:** An employee may view and obtain one copy of anything in his/her official personnel file except confidential letters of recommendation. Only documents contained in the employee's official personnel file or documents which the employee has verified by his/her signature that he/she has read and/or received, can be used against the employee. A warning letter shall not remain a part of an employee's official personnel file for longer than two years unless it can be used to document an ongoing problem; however the City may weigh any past performance and discipline issue when considering the imposition of discipline or discharge.

#### ARTICLE 17-GRIEVANCE AND ARBITRATION PROCEDURES

- A. **Stewards:** Employees selected by the Union to act as Union Representatives shall be known as Stewards, and the Union will promptly notify the Mayor and Chief of Police of such selection.
- B. **Grievance Representation:** Employees shall not be required to meet with any City official or representative without Union representation.
- C. **Definition:** A grievance shall mean any complaint by an employee or the Union that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement. All grievances and responses shall be made using the form attached as Addendum B.
- D. **Time Limits:** Failure by the Union to follow time limits provided herein shall render the subject of the grievance moot. Failure by the City to follow time limits herein provided shall allow the Union to process the grievance to the next step of the procedure, in accordance with the time limits. Time limits may be extended by written mutual agreement of the Union and the City, for the purpose of this Article, days shall mean each and every calendar day.
- E. **Prompt Correction:** Any action taken by the City or in action of the City which causes an employee's harm, either financially, physically, or with respect to employment status, that is subsequently found to have been inappropriate, shall be promptly corrected.
- F. **Resolution Procedure:** Informal discussion can be beneficial and is encouraged, however, in the absence of or inability of such discussion to resolve a problem, as it exists, any grievance which arise between the parties shall be settled in the following manner:

*STEP 1:* Any employee or the Union may file a grievance in writing not later than 12 calendar days of the event giving rise to the grievance, with the Chief of Police. The Chief of Police shall respond in writing to the grievant not later than 12 calendar days from the receipt of the grievance.

*STEP 2:* If the grievant disagrees with the Chief's response, the grievant shall submit the appeal in writing to the Mayor not later than 12 calendar days from the receipt of the response. The Mayor shall respond in writing to the grievant not later than 12 calendar days from the receipt of the appeal.

*STEP 3:* If the grievant and the Union disagree with the Mayor's response, the grievance may be submitted in writing to the City Council not later than 12 calendar days from the receipt of the Mayor's response. The City Council shall hear the grievance at the next regular meeting, and shall issue its decision at the subsequent regular meeting.

*STEP 4:* If the grievant and the Union disagree with the City Council's decision, the grievance may be

submitted to final and binding arbitration under the following provisions:

1. Not later than 12 calendar days from the receipt of the City Council's decision, the Union will petition the Montana Board of Personnel Appeals for a list of seven potential arbitrators to be sent to the Union and to the City or its representative, and the Union shall promptly deliver a copy of the petition to the Mayor or his/her representative.
  2. Upon receipt of the list, the parties shall promptly alternately strike names with the final name being the arbitrator. The Union shall notify the Board of Personnel Appeals of the appointment, and shall deliver a copy of such notice to the Mayor or his/her representative.
  3. Not less than 20 calendar days prior to the arbitration hearing, the arbitrator shall resolve all arbitrability issues submitted to that point.
  4. The arbitrator shall conduct a hearing, unless the parties agree to submit only briefs and written evidence, and shall issue a written decision not later than 30 calendar days from the end of the hearing or briefing schedule unless the parties agree to a bench decision with a written version to follow.
  5. The arbitrator shall have no authority to add to, delete from or otherwise modify the terms of this Agreement.
  6. The parties shall equally share the arbitrator's expenses, and shall pay their own costs. If one party requests a transcript, it shall pay the cost unless the other party requests a copy, in which case the cost shall be shared equally.
- G. **Election of Remedy:** When the grievant or Union submit the same issue to another arena, the grievance shall be deemed moot. When a grievance is moved to arbitration, to the extent allowed by law that shall be the exclusive remedy.

#### **ARTICLE 18- MEET AND CONFER**

- A. **Committee:** There is formed a Labor/Management Committee which consists of two representatives appointed by the Union, and two appointed by the City. The parties will notify each other in writing of the initial appointment of members and any changes. Each party shall select one additional member for each meeting, who may have a particular interest or knowledge of the subject(s) on the agenda, and shall notify the other party of that individual's appointment at least 48 hours in advance.
- B. **Meetings:** The Committee will meet at mutually agreeable times and places. Employees on the Committee will attend meetings without loss of pay or benefits. The Committee will meet at the request of either party and the parties will supply each other with a list of topics they wish to discuss at least 48 hours prior to the meeting. Each party will take and maintain their own records of the meeting. Any topic, except those prohibited by law, may be placed on the agenda.
- C. **Reports:** The Committee may issue a majority and/or minority report and/or recommendation to the Mayor and to the Union. Should the City wish to implement a recommendation which involves a mandatory subject of bargaining, it shall notify the Union and the parties will meet at reasonable times and places in order to bargain.

**ARTICLE 19 -SAVINGS CLAUSE**

- A. **Severability:** If any section, subdivision, paragraph, sentence, clause, phrase, or other part of this Agreement is determined or declared to be contrary to or in violation of any State or Federal Law, the remainder of this Agreement shall not hereby be affected or invalidated.
- B. **Substitute Provisions:** In the event of any of these provisions being declared illegal, the parties shall meet and negotiate a substitute provision within five days.

**ARTICLE 20 – DURATION**

- A. **Duration:** This Agreement shall become effective July 1, 2021 or the date of final ratification, whichever comes later, and shall be considered in full force and effect through June 30, 2022 and shall be considered as renewed from year to year thereafter, unless either party hereto gives written notice to the other that it desires to have the same modified or terminated. Such notice must be given at least 60 days before the expiration of this Agreement. If such notice is not given, then this Agreement shall be deemed renewed for a one-year period.
- B. **Effect:** This Agreement constitutes the full and complete agreement between the City and the Union. Any matter relating to the current contract, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless by mutual agreement of the parties.
- C. **Work Stoppage Prohibited:** It is understood that the services performed by the City’s employees are essential to the public health, safety, and welfare of the community. The Union, therefore, no employee nor the Union will attempt to organize or engage in a work slow-down, picketing, strike or any other activity which reduces the level of work normally performed. Likewise, the City agrees that during the term of this Agreement, there shall be no lockouts of the employees.

**For the City of Miles City**

**For AFSCME COUNCIL No. 9**

Date ratified: \_\_\_\_\_

Date ratified: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Executive Director/Field Representative

\_\_\_\_\_  
President, Local 283-B



ADDENDUM "A"

A. Police Officers:

I. Wage Schedule (Minimums):

a. Effective July 1, 2021

MONTHS OF SERVICE	PROBATION	PATROL	SENIOR PATROL	MASTER PATROL 1	MASTER PATROL 2	MASTER PATROL 3	SERGEANT
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61th month	Beginning with 97th month	Beginning with 121th month	Requires appointment
Base Increases	\$ -	\$ (0.00)	\$ 0.65	\$ 0.36	\$ 0.38	\$ 0.38	\$ 1.52
Base / Hire Rate	\$ 21.90	\$ 21.90	\$ 22.55	\$ 22.91	\$ 23.30	\$ 23.68	\$ 24.07
13		\$ 21.71					\$ 24.14
25		\$ 21.78					\$ 24.21
37			\$ 22.49				\$ 24.28
49			\$ 23.61				\$ 25.49
61				\$ 24.51			\$ 25.73
73				\$ 24.74			\$ 25.97
85				\$ 24.97			\$ 26.22
97					\$ 25.62		\$ 26.46
109					\$ 25.86		\$ 26.70
121						\$ 26.40	\$ 26.82
133						\$ 26.52	\$ 26.95
145						\$ 27.47	\$ 27.07
157						\$ 26.76	\$ 27.19
169						\$ 26.88	\$ 27.31
181						\$ 27.00	\$ 27.43
193						\$ 27.12	\$ 27.55
205						\$ 27.24	\$ 27.67
217						\$ 27.35	\$ 27.80
229						\$ 27.47	\$ 27.92
241						\$ 27.59	\$ 28.04
All Longevity Increase are calculated off the Base Rate							
See Contract For Longevity Language							

2. **Rank:**

- a. Following the successful completion of the probation period, an Officer will transition to the rank of "Patrol" and shall be paid under that column.
- b. Following 36 months of employment, the Officer will transition to the rank of "Senior Patrol" and shall be paid under that column.
- c. Following 60 months of employment, the Officer will transition to the rank of "Master Patrol 1" and shall be paid under that column.
- d. Following 96 months of employment, the Officer will transition to the rank of "Master Patrol 2" and shall be paid under that column.
- e. Following 120 months of employment, the Officer will transition to the rank of "Master Patrol 3" and shall be paid under that column.
- f. The City may promote an Officer to a higher rank in accordance with Article 12 of this Agreement.
- g. **Previous Experience:** The City may recognize some or all of the previous experience of an employee hired from outside the bargaining unit by placing such an individual at any cell of the Probation column. The City may place an employee returning to the bargaining unit within two calendar years of his or her voluntary resignation on any cell of the wage schedule. When individuals who were initially placed at such higher steps of the schedule advance to subsequent columns, they will transition to the next columns in accordance with their years of service.

2. **Longevity:** In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service through the 48<sup>th</sup> month of employment. Starting on the 49<sup>th</sup> month of service and continuing through the end of the 60<sup>th</sup> month, a longevity increase of 5% will be given for the entirety of those 12 months of service. Beginning with the 61<sup>st</sup> month of service an additional increase of 1% longevity will be given annually through the 120<sup>th</sup> of service. Beginning in the 121<sup>st</sup> month of service an additional .5% increase will be given annually up to and including the 240<sup>th</sup> month of service.

3. **Shift Differential:** Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional \$.75 per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional \$1.00 an hour in addition to other salary payment.

4. **Emergency Medical Technician:** The following schedule is added to the wage and salary addendum:

- a. Emergency Medical Responder (EMR) Certification: ..... \$20.00 per month

- b. Emergency Medical Technician (EMT): \$50.00 per month
- 5. **Physical Fitness Allowance:** The City will contribute up to \$240 each year toward each employee's membership or use of an athletic association or education facility which has been approved by the Chief based on the program's compatibility with the Department's physical fitness standards. Each employee will furnish evidence of attendance in order for the contribution to continue.
- 6. **Drug Task Force:** An Officer assigned to the Regional Drug Task Force shall receive an additional \$1.00 per hour for all hours worked in that assignment.
- 7. **Shift Supervisors:** When a shift is assigned two or more Officers, the Officer with the most seniority shall be designated the Shift Commander. An Officer under the rank of Sergeant who is so designated shall be compensated as if he/she had attained the rank of Sergeant for the period of such designation.

Officers who have been designated the Shift Commander, shall be compensated at a rate of \$0.75 per hour.

- 8. **Field Training Officer (FTO):** \$1.00 per hour for training hours as assigned by management for the training of a probationary police officer.

B. Dispatch and Animal Control:

1. Dispatch Wage Schedule (Minimums):

a. Effective July 1, 2021

MONTHS OF SERVICE	PROBATION First 12 months of continuous employment	CONFIRMED Beginning with 13th month	DISPATCHER 1 Beginning with 37th month	DISPATCHER 2 Beginning with 61st month	DISPATCHER 3 Beginning with 97th month
Base Increases	\$ -	\$ 1.11	\$ 1.27	\$ 0.34	\$ 0.94
<b>Base/Hire Rate</b>	<b>\$ 16.04</b>	<b>\$ 17.15</b>	<b>\$ 18.42</b>	<b>\$ 18.76</b>	<b>\$ 19.70</b>
13		\$ 17.22			
25		\$ 17.29			
37			\$ 18.63		
49			\$ 19.56		
61				\$ 20.11	
73				\$ 20.30	
85				\$ 20.49	
97					\$ 21.71
109					\$ 21.91
121					\$ 22.00
133					\$ 22.10
145					\$ 22.20
157					\$ 22.30
169					\$ 22.40
181					\$ 22.50
193					\$ 22.60
205					\$ 22.70
217					\$ 22.80
229					\$ 22.90
241					\$ 23.00
253					\$ 23.10
265					\$ 23.20
277					\$ 23.30
289					\$ 23.40
301					\$ 23.50
313					\$ 23.60
325					\$ 23.70
337					\$ 23.80
349					\$ 23.90
361					\$ 24.00
All Longevity Increase are calculated off the Base Rate					
Probation One Year from date of hire					

2. Animal Control Wage Schedule (Minimums):

a. Effective July 1 2021

	PROBATION	CONFIRMED	ANIMAL CONTROL 1	ANIMAL CONTROL 2	ANIMAL CONTROL 3
MONTHS OF SERVICE	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61st month	Beginning with 97th month
Base Increases	\$ -	\$ 3.08	\$ 0.23	\$ 0.58	\$ 0.58
<b>Base/Hire Rate</b>	<b>\$ 16.23</b>	<b>\$ 19.31</b>	<b>\$ 19.54</b>	<b>\$ 20.12</b>	<b>\$ 20.70</b>
13		\$ 19.38			\$ 20.77
25		\$ 19.45			\$ 20.84
37			\$ 19.75		\$ 20.91
49			\$ 20.74		\$ 21.95
61				\$ 21.55	\$ 22.16
73				\$ 21.75	\$ 22.37
85				\$ 21.95	\$ 22.58
97					\$ 22.79
109					\$ 23.00
121					\$ 23.10
133					\$ 23.20
145					\$ 23.31
157					\$ 23.41
169					\$ 23.52
181					\$ 23.62
193					\$ 23.73
205					\$ 23.83
217					\$ 23.94
229					\$ 24.04
241					\$ 24.15
All Longevity Increase are calculated off the Base Rate					
Probation One Year from date of hire					

3. A Dispatcher shall not pass out of probation until he or she successfully completes the Montana Law Enforcement Academy 911 Basic Telecommunications Course 56-hour course and obtains certification as a CJIN/NCIC operator. An Animal Control Officer shall pass out of probation after one year of employment
4. Longevity: In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service up to five years. Beginning on the fifth year of service a longevity increase of 5% will be given for the fifth year and only the fifth year of service. Beginning with the sixth year of service an increase of 1% longevity increase will be given annually through the tenth year of service. Beginning in the eleventh year of service a .5% increase will be given annually up to and including the 20th year of service.
5. Shift Differential: Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional \$0.75 per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional \$1.00 an hour in addition to other salary payment.
6. Following the successful completion of the probation period, an employee will transition to the rank of "Confirmed" and shall be paid under that column.
7. Following 36 months of employment, the employee will transition to the rank of "Dispatcher 1" or "Animal Control 1", and shall be paid under that column. In order to receive this and subsequent promotions, a Dispatcher must have successfully completed the Emergency Medical Dispatch (EMD) 24-hour course.
8. Following 60 months of employment, the employee will transition to the rank of "Dispatcher 2" or "Animal Control 2" and shall be paid under that column.
9. Following 96 months of employment, the employee will transition to the rank of "Dispatcher 3" or "Animal Control 3" and shall be paid under the column.
10. A Dispatcher who is assigned additional duties as a result of being CJIN/TAC certified shall receive a stipend of 50¢ per hour. If a second Dispatcher is assigned as an alternate CJIN/TAC the two will share the stipend.

C. Recognition for Training and Education:

1. An employee who presents acceptable evidence of attaining one of the following training levels shall be recognized by payment for the highest level attained:
  - a. POST Intermediate ..... \$25.00 each month
  - b. POST Advanced ..... \$50.00 each month
2. An employee who presents acceptable evidence of attaining a Bachelor's Degree in a law enforcement field shall be recognized by payment of \$50 each month.