

AGREEMENT

BETWEEN

CITY OF GREAT FALLS, MONTANA

AND

**MONTANA FEDERATION OF PUBLIC EMPLOYEES,
CITY OF GREAT FALLS 911
PUBLIC SAFETY COMMUNICATIONS OFFICERS, LOCAL #8541**

July 1, 2023 through June 30, 2025

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PREAMBLE

This Agreement is made and entered into this _____ day of June 2023, between the City of Great Falls, hereinafter referred to as the "Employer" or "City," and the Montana Federation of Public Employees, Local # _____, hereinafter referred to as the "Federation." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operations of the Employer, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment. It is understood that the Employer is engaged in furnishing an essential public service, which vitally affects health, safety, comfort, and general well-being of the public, and both parties, hereto, recognize the need for continuous and reliable service to the public.

ARTICLE 1: RECOGNITION

Section 1. The Employer recognizes the Federation as the exclusive representative for the positions listed below for purposes of collective bargaining with respect to wages, hours of employment, fringe benefits and other conditions of employment for the **CITY OF GREAT FALLS 911 PUBLIC SAFETY COMMUNICATIONS OFFICERS**. Excluded from the bargaining unit are the supervisory personnel. Positions included are:

Public Safety Communications Officers

ARTICLE 2: TERM OF THE AGREEMENT

This Agreement shall be effective July 1, 2023 and shall remain in full force and effect through the June 30, 2025. Either party desiring to change or terminate this Agreement must notify the other, in writing, at least one hundred twenty (120) days prior to June 30, 2025.

If during the bargaining of the new Agreement, the parties continue to negotiate in good faith, the terms and conditions under this Agreement shall remain in full force and effect until completion of the bargaining process and ratification of the new Agreement by the City Commission. At the signing of the new Agreement, payment of benefits and wages will be reconciled with the terms of the new Agreement.

ARTICLE 3: EFFECT OF LAWS AND RULES

Section 1. This contract is subject to all applicable existing or future Federal or State of Montana laws and its political subdivisions regulations.

Section 2. The provisions of this contract are intended to set minimum standards of employee rights and benefits. The Employer is not, hereby, prohibited from extending additional benefits to its employees when in its judgment such benefits are justified and may reduce current benefits to the minimum standards contained herein.

ARTICLE 4: SEVERABILITY

In the event any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement. The expressed intention of the parties hereto holds all other provisions not declared invalid or unenforceable shall remain in force and effect.

ARTICLE 5: MANAGEMENT RIGHTS

Under Mont. Code Ann. §MCA 39-31-303, the City shall have the right to operate its affairs in such areas as, but not limited to:

- A. direct employees.
- B. hire, promote, transfer, assign, and retain employees.
- C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive.
- D. maintain the efficiency of City operations.
- E. determine the methods, means, job classifications, and personnel by which City operations are to be conducted.
- F. take whatever actions may be necessary to carry out the missions of the City in situations of emergency.
- G. establish the methods and processes by which work is performed.

The foregoing enumeration of City Management's rights shall not be deemed to exclude other functions not specifically set forth. The City, therefore, retains all rights not otherwise specifically covered by this Agreement.

ARTICLE 6: EMPLOYEE RIGHTS

Section 1. RIGHT TO ORGANIZE – It shall be the right of all Public Safety Communications Officer (PSCO)s covered by this Agreement to join and support the Federation for the purposes of negotiating with the Employer with respect to the subjects of negotiation and to confer or consult on any other matters for the purpose of establishing, maintaining, protecting, and improving the standards of the City of Great Falls and to establish procedures which will facilitate and encourage settlement of disputes, pursuant to the Collective Bargaining for Public Employees Act, Mont. Code Ann. §39-31-101 *et seq.* No employee shall be discharged or otherwise harmed for upholding lawful Federation principals in conjunctions with the contract.

Section 2. PROTECTION OF EMPLOYEE RIGHTS – The Employer shall give reasonable support to employees in the discharge of their duties. Excluding probationary employees, no employee shall be discharged or reprimanded, reduced in compensation, suspended, or terminated without good cause as defined under Article 10.

Section 3. HOLD HARMLESS – The Employer shall provide insurance protection to defend and indemnify, if necessary, employees for claims, actual or alleged, made against them while acting within the course and scope of their employment, provided that such incidents, damages or acts are not caused by the willful violation of penal statutes, acts of fraud, or conduct contrary to the

City's Personnel Policy Manual. In addition, the Employer agrees to abide by all requirements of the laws of the State of Montana relating to its obligation to defend, indemnify and hold employees harmless while acting within the course and scope of their employment.

Section 4. CONFLICT OF POLICIES – In the case of a conflict of provisions contained in this Agreement and the Employee Personnel Policy Manual, this Agreement's provisions shall be applied, unless such provisions are contrary to applicable law.

ARTICLE 7: FEDERATION RIGHTS

Section 1. In the event the Federation designates a member employee to act in the capacity as official spokesperson for the Federation on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2. A written list of the accredited officers and representatives of the bargaining unit shall be furnished to the Employer immediately after their election and Employer shall be notified of any changes of said representatives within seven (7) calendar days.

Section 3. The internal business of the Federation shall be conducted by the employees during their non-duty hours; provided, however, that a selected and designated Federation officer or appointee shall be allowed a reasonable amount of paid time to act as an employee representative in a disciplinary meeting when requested by the employee. The Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule.

Section 4. The Federation's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations matters, provided that such visitations shall be approved in advance by Management and shall not disrupt work in progress.

Section 5. The Federation may utilize a reasonable amount of space, as determined by the Employer, on bulletin boards currently used for employee notices. No derogatory information concerning the Employer shall be posted by the Federation.

Section 6. Accredited Federation representatives shall, with the written approval of the employee, have the right to inspect an employee's official personnel file maintained by HR, with the exception of health care information, unless the issue involves such matters, and only where justification is advanced for such access by the Federation, and where the employee consents in writing to such inspection.

Section 7. The Federation may be allowed to use the Employer's facilities for Federation meetings contingent upon availability and Management approval. The Federation shall be liable for any damages as a result of such use.

Section 8. RIGHT TO INFORMATION – The Employer recognizes the necessity for the Federation to have possession of information to maintain the Agreement and prepare for negotiations. Therefore, one (1) copy of the following materials will be furnished the Federation by the Employer at no cost within ten (10) City business days of the receipt of a request, provided

such materials are available:

- A. General fund budgets - preliminary and final;
- B. Annual report of the Employer setting forth actual receipts and expenditures;
- C. Administrative regulations;
- D. Names, addresses and classifications of employees in a particular classification or department of employees covered by this Agreement;
- E. Any information, statistics and records which are not private or confidential and which are relevant to negotiations, or necessary for proper enforcement of the terms of this Agreement.

The Federation, upon written request to the Employer, shall also be furnished information or access to information that is of a public nature and is available. Such information will be requested through the City Clerk's office as a JUSTFOIA request with the Employer charging the Federation for the cost of preparing or providing copies thereof.

ARTICLE 8: FEDERATION SECURITY

Section 1. Upon receipt of written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Federation by such employee for dues. The Employer will remit to the Federation such sums within 30 calendar days of receipt. Changes in the Federation membership dues rate will be certified to the Employer in writing signed by the authorized officer or officers of the Federation and the Federation shall notify Employer at least 30 calendar days in advance of such change.

Section 2. The Employer, within 30 calendar days of the signing of this Agreement, shall present the Federation with a list of the names and addresses of all current employees covered by this Agreement, and shall update list each month for all new hires.

Section 3. The Federation shall indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 9: SCOPE OF AGREEMENT

This Agreement constitutes the full and complete Agreement between the parties and, as such, supersedes all previous agreements, understandings and practices, whether or not in writing, and whether or not they are formal or informal. The parties further acknowledge that during the course of collective bargaining, each party has had the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provisions of this Agreement nor upon any subject of collective bargaining unless by mutual consent of the parties hereto. Addendums A and B are attached and incorporated herein by this reference affecting this Agreement.

ARTICLE 10: DEFINITIONS

- A. "ECC" means Emergency Communications Center.

- B. "Employee" shall mean employees of the City who are members of the bargaining unit covered by this Agreement.
- C. "Full-time employee" means an employee who normally works 40 hours a week.
- D. "Good Cause" as defined under MCA 39-3-903 means any reasonable job-related grounds for the action based on:
 - 1. the employee's failure to satisfactorily perform job duties
 - 2. the employee's disruption of the employer's operation;
 - 3. the employee's material or repeated violation of an express provision of the employer's written policies; or
 - 4. other legitimate business reasons determined by the employer while exercising the employer's reasonable business judgment.
- E. "Holiday pay" is defined as eight (8) hours at one (1) times the employee's regular hourly rate of pay.
- F. "Holiday Premium Pay" is defined as one and one half (1½) times the employee's regular hourly rate of pay.
- G. "Part-time employee" means an employee who normally works fewer than 40 hours a week.
- H. "Probationary employee" means a regular employee who is in an applicable probationary period.
- I. "PSCO" means Public Safety Communications Officer, also used in place of "Employee."
- J. "Regular employee" means an employee who is assigned to a designated budgeted regular, position and who has completed the respective probationary period(s).
- K. "Short-term worker" means an employee who does not work for more than ninety (90) days in a continuous 12-month period. A short-term worker is not eligible to earn sick leave, vacation leave and holiday benefits in accordance with MCA 2-18-101(23).
- L. "Work schedule" is defined as a combination of workdays and days off in each pay period, often repeating in a regular cycle, and commonly referred to in this Agreement as a Panama schedule. A workday shall not exceed more than (16) sixteen hours of work in any twenty-four hour period.
- M. "Work week" shall be defined as Sunday 12:00 midnight to Saturday 11:59 p.m.

ARTICLE 11: SENIORITY AND LAYOFFS

Section 1. Seniority means an employee's length of continuous service with the ECC since the first date of hire as a regular employee, and shall be computed from the date the employee began such service.

- A. To be absent from the job due to layoffs, will be considered lost time for the purpose of seniority. However, in the event of reemployment under Section 2 of this Article, previous service shall count towards seniority.
- B. The Employer shall post a seniority roster on December 1st of each year. An employee may protest their seniority designation through the grievance procedure if they have cause to believe an error has been made.

Section 2.

- A. A reduction in force and the term "layoff" as used herein shall be separate and distinct from the term's "resignation", "retirement" and "dismissal." They shall mean the loss of an employee's employment with the Employer which is the result of any reason other than resignation, retirement or dismissal. Reduction in hours is distinct and separate from reduction in force and layoff. Reduction in hours will be based on the operational needs of the department.
- B. In the event the Employer anticipates a layoff of employees is to take place, the Employer will provide the Federation with written notification which will include the name of the employee, the position proposed to be affected, the proposed schedule of implementation, and the reasons for the layoff. Said notification shall be at least thirty (30) calendar days before the official action is to be taken. Upon Federation request, the Employer will make available to the Federation any data requested which pertains to the layoff determination. Any employee who is to be placed on layoff will be notified in writing, by certified mail, at least thirty (30) calendar days prior to the effective date of the layoff.
- C. Layoffs caused by a reduction in force shall be in reverse order of seniority within the department, that is; the employee last hired shall be the first released in the same job classification.
- D. During the notification period, affected employees will be given first consideration for any vacant position authorized by the City Manager for which they are qualified within the City. Qualifications are based on the job description. If more than one qualified employee is interested in the vacant position, seniority will be the determining factor for selection to the position.
- E. All recalls to employment shall be in order of seniority; that is, the last employee released as a result of a reduction in force shall be the first considered for any position for which they are qualified within the City. The Employer shall notify in writing such employee to return to work and furnish the Federation with a copy of such notification. It shall be the employee's responsibility to maintain a current address on record with the Employer for the purpose of such notification.
- F. Layoffs and subsequent recalls shall not be considered as a new employment affecting the status of previous employees, nor shall it require the placement of reemployed personnel in a probationary status if recalled to their previous position.
- G. Any recall rights under this Agreement are only applicable for twelve months from layoff.

Section 3. Seniority and rights to employee benefits shall be terminated when an employee terminates under the following conditions:

- A. terminates voluntarily or retires,
- B. is discharged for good cause,
- C. is absent for one working day without properly notifying the Employer, or
- D. fails to report for work after layoff within three (3) working days after being notified by registered mail at their last known address unless satisfactory excuse is shown.

ARTICLE 12: JOB SECURITY

Section 1. The probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not in the judgment of the Employer meet the required standard of performance. The probationary period upon initial employment shall be twelve (12) months. The Employer may terminate the employment of any employee in accordance herewith upon written notice to the employee. Any employee who has not been otherwise notified prior to the end of his probationary period shall automatically obtain regular status.

Section 2. The Employer may discharge any employee with regular status only for good cause. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such action. An employee with regular status may appeal his/her dismissal, suspension, or other punitive disciplinary action through the grievance procedure. This in no way limits Management's prerogative to lay off employees in accordance with this Agreement.

ARTICLE 13: JOB DESCRIPTIONS

Section 1. Any employee may request, at any time, and shall receive a copy of his/her current job description which shall outline the duties and responsibilities for which the employee is held accountable.

Section 2. The employee may request a review of the job description and classification if he/she deems the job description does not reflect current duties and responsibilities. Within thirty calendar (30) days of the employee's request for a review of the job description and classification, the Employer will complete the review and provide the employee with a written determination.

ARTICLE 14: VACATIONS

- A. Regular, full-time employees who are regularly scheduled or work fewer than 40 hours per week, are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- B. Vacation (annual) leave shall be earned and accumulated as provided in the Montana Code Annotated.
- C. 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. However, excess vacation time is not forfeited if taken within 90 calendar days from December 31st of the year in which the excess was accrued. An employee with excess hours will be notified by the 10th of January of the number of hours that they need to use by March 31st. An employee must submit vacation requests by January 31st to use their excess vacation to the PSAP Manager, Chief of Police and HR.
- D. An employee who terminates his/her employment with the City, shall be entitled to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth above, on the date of such termination or within 15 days of the next regular payroll cycle, whichever is later, If an employee transfers between departments within the City, there shall be no cash compensation paid for unused vacation leave. In such a transfer,

the receiving department assumes liability for the accrued vacation credits transferred with the employee.

- E. Vacations will be granted at the time requested subject to the operational needs of the department. A vacation sign-up book shall be distributed to employees, based upon seniority, by December 1st of the year preceding the year to be scheduled.
- F. All vacations requested after January 10th of each year will be in writing and granted on a first-come, first serve basis. The City reserves the final right to deny all vacation requests, in writing, based upon operational needs.

ARTICLE 15: SICK LEAVE

Section 1. Sick leave shall be earned and accumulated as provided in the Montana Code Annotated.

Section 2. An employee may use sick leave for the following reasons:

- A. Personal illness.
- B. When needed to care for an immediate family member, or any other member of an employee's household, sick leave may not exceed more than five (5) days at any one time, unless the leave qualifies under FMLA. "Immediate family" shall mean: employee's spouse, children, mother, father, sisters, brothers, grandparents or grandchildren, and corresponding in-laws.
- C. When there is a death in the immediate family, up to ten (10) days of sick leave may be granted, unless the leave qualifies under FMLA.
- D. At the employee's request, sick leave may be integrated with payments under any state workers' compensation program, so as not to allow the employee to receive more than forty (40) hours gross pay at the employee's regular hourly rate of pay for any time in which employee is off work. All usual deductions will be taken from the applicable sick leave pay.

Section 3. A health care provider's report excusing the employee from work may be required for any paid sick leave usage. The employee will be notified if a health care provider's release from work is required.

Section 4. An employee is required to follow the following two steps to be eligible for payment of sick leave:

- A. Report the absence, when possible, no later than 2 hours before the beginning of his/her shift to the division head or immediate supervisor on duty. Absences reported inside the two (2) hour window will be approved on a case by case basis.
- B. If the absence is for more than one (1) day in length, the employee must keep the PSAP Manager informed of his/her condition daily, by phone or email.

Section 5. Sick leave utilization must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick and vacation leave accruals and needs more time away from work, members of the Federation may donate one (1) day of sick leave to any employee on an individual basis. Requests for donations must be approved by Management. The maximum

an employee can receive or donate is fifteen (15) days in a calendar year unless additional time is approved by the City Manager or his designee.

ARTICLE 16: OTHER LEAVES

Section 1. Jury Duty as defined in the City's Personnel Policy Manual.

Section 2. Military Leave as defined in the City's Personnel Policy Manual.

Section 3. Unpaid Leave of Absence (other than work-related injury)

- A. The City may grant an unpaid leave of absence if a cost/benefit analysis of both direct and indirect costs does not result in a net loss to the City, and the absence does not interfere with the operations of the department or the City. An employee will not be granted an unpaid leave of absence to obtain outside employment.
- B. An employee must use all accrued paid leave before an unpaid leave of absence begins.
- C. Department Heads review and either approve or deny leave of absence requests of 30 days or less. Leave of absence requests of more than 30 days should be submitted to the Department Head for review, coordinated through HR for forwarding to the City Manager for a final decision. Failure to return from leave at the time agreed will result in termination of employment.
- D. During unpaid leave of absence, benefits such as holiday, annual and sick leave do not continue to accrue. Employees must self-pay all insurance premiums during an unpaid leave of absence. Consult HR to obtain information as to the level and duration of insurance coverage.

ARTICLE 17: HOLIDAYS

Section 1. Employees shall be granted the following holidays:

- A. New Year's Day, January 1st
- B. Martin Luther King Day, 3rd Monday in January
- C. Lincoln's and Washington's Birthdays, 3rd Monday in February
- D. Memorial Day, last Monday in May
- E. Independence Day, July 4th
- F. Labor Day, 1st Monday in September
- G. Veterans' Day, November 11th
- H. Thanksgiving, 4th Thursday and Friday in November
- I. Christmas, December 25th
- J. State General Election Day

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all employees covered under this Agreement. To be eligible for holiday pay an employee must be in a pay status on the last scheduled working day immediately before the holiday and on the first regularly scheduled working day immediately after the holiday. Regular, full-time employees regularly scheduled for or working who are in a leave without pay status during the pay period, are entitled to prorated holiday benefits if they have worked the qualifying period.

Section 3. Employees will receive one of the following for a State mandated holiday:

- A. An employee who works on a legal holiday shall receive holiday premium pay for all hours worked in addition to twelve (12) hours of holiday pay,
- B. An employee who does not work the legal holiday will receive eight (8) hours of holiday pay, OR
- C. Another day off within the same pay period at their regular rate of pay as scheduled by mutual agreement by the employee and his/her supervisor.

ARTICLE 18: REIMBURSED EXPENSES

Section 1. Per diem or reimbursement for meals or lodging shall be paid at the rates allowable under the City’s Financial Policies. Non-travel or same day travel meal reimbursements will be taxable to the employee under IRS regulations and processed through next regular biweekly payroll cycle.

ARTICLE 19: PAY AND HOURS

Section 1. SALARIES AND LONGEVITY

- A. BASE WAGES – Conditions relative to and governing base wages and salaries are contained in Addendum B, which is attached and incorporated into this Agreement by this reference.
- B. For the purposes of longevity only, time shall be computed from and start July 1, 1987, and the following schedule of benefits shall be paid to employees who accrue seniority in the time elements stipulated.

Longevity Pay: Subsequent to the completion of five years of consecutive, full-time MPEA and MFPE employment, employees who otherwise qualify will receive supplemental longevity pay as provided in the following schedule:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY</u>
After 5 years through the end of the 10th year	\$ 20.00 per month
After 11 years through the end of the 15th year	\$ 40.00 per month
After 16 years through the end of the 20th year	\$ 60.00 per month
After 21 years through the end of the 25th year	\$ 80.00 per month
After 26 years	\$100.00 per month

Earned longevity pay will be paid to eligible employees in a lump sum payment and included in their regular biweekly paycheck nearest to September 30th of each year. Longevity pay will be calculated as of the previous June 30th. The maximum payment is for twelve (12) months.

Section 2. Under the current twelve (12) hour work schedule, commonly referred to as a Panama schedule, the workday will include three (3) duty free 15-minute rest breaks as determined by the

on-duty supervisor. The on-duty supervisor is able to grant additional breaks, at their discretion, as the workload permits.

Section 3. Call Out: An employee called out to work, not as an extension of the regular shift, shall be credited with a minimum of three (3) hours at their regular hourly rate of pay or at a rate of one and one-half (1½) times their regular hourly rate of pay for actual hours worked, whichever is greater. Call Out does not include scheduled work such as court and meetings that the employee has advanced notice of, and which occurs one (1) hour or less either before or after the regular shift schedule.

Section 4. If an employee is temporarily assigned to work a full day of scheduled hours in a higher classified position, for which he/she has been trained, he/she will be paid at the higher classified position regular hourly rate of pay.

Section 5. In the absence of a supervisor, the Lead PSCO will serve as the on-duty supervisor and shall receive an additional \$1.75 per hour while serving in this capacity.

Section 6. An employee who is assigned to train a new PSCO shall receive an additional \$2.00 per hour for all hours worked training a new PSCO. In order to receive the additional pay in this section, the employee must be a certified Communication Training Officer (CTO).

Section 7. Any employee working between the hours of 1900 and 0700 will be paid an additional shift stipend of \$1.50 per hour.

Section 8. Effective July 1, 2023, comp time will no longer be accrued. All hours worked above 40 hours in any given work week will be directly paid out at one and one-half (1½) times the employee's regular hourly rate of pay. All comp bank balances as of July 1, 2023 will be paid out in twenty (20) hour increments at one (1) times the employee's regular hourly rate of pay until the comp bank balance reaches zero. Payouts will begin the first pay period after July 1, 2023.

ARTICLE 20: COURT APPEARANCE

In the event that any court appearance before any judicial or administrative body is required as a part of the employee's job, excluding those occurring during regularly scheduled hours or days, the employee shall be paid for a minimum of four (4) hours at the regular hourly rate of pay. If such court appearance is on a scheduled day off, the four (4) hour minimum will be paid at the one and one-half (1½) times the employee's regular hourly rate of pay. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the work week.

ARTICLE 21: OVERTIME

Section 1. Employees who work more than 40 hours in any given work week shall be paid at a rate of one and one half (1½) times their regular hourly rate of pay.

Section 2. The Employer will make a good faith effort to equalize the offer of scheduled overtime among employees in the same work unit and classification where training and ability are sufficient to do the work. Overtime will be worked on a voluntary basis unless needed for continuation of

service.

Section 3. Authorized leave time of holidays, sick leave and annual leave shall not constitute time worked when computing overtime credits under this Article.

Section 4. Overtime as provided for in this Agreement shall not be pyramided under any circumstances.

ARTICLE 22: GRIEVANCES AND ARBITRATION

Section 1. Having a desire to create and maintain harmonious labor relations between the City and the Federation, the parties hereto agree they will promptly attempt to adjust all disputes involving the interpretation, application, or alleged violation of a specific provision of this Agreement. Addendum A, attached hereto, shall be utilized to resolve grievances at the lowest level, with the exception for alleged violations of FMLA, ADA, or state or federal provisions which shall be addressed through the appropriate state or federal agencies, if elected by the employee.

ARTICLE 23: VACANCIES AND PROMOTIONS

Section 1. Where qualifications, capabilities, work experience and past work performance are equal, seniority shall be the controlling factor in filling new or vacated regular positions. All job postings will be completed in accordance with recruitment guidelines in the City's Personnel Policy Manual.

ARTICLE 24: RATINGS AND WARNINGS

Section 1. From the date of signing this Agreement, no information reflecting critically upon an employee shall be placed in the official personnel file, retained by Human Resources, that does not bear the signature or initials of the employee indicating that he/she has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request. This provision shall not restrict supervisors or Management representatives from maintaining administrative records with regard to employee action or transactions.

Section 2. Letters of caution, consultation, warning, admonishment, and reprimand shall be considered temporary contents of the official personnel file of an employee and shall be purged from their official personnel file if older than one year. If such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns, is applicable to pending legal or quasi-legal proceedings or if such purging is contrary to Federal or state law (such as retention periods for positive drug or alcohol tests), the document will remain in the employee's official personnel file. The employee must submit a written request to Human Resources to purge any document from the employee's official personnel file.

Section 3. RIGHTS TO REPRESENTATION - An employee may, at his/her option, be represented at all disciplinary meetings by a Federation representative under the provisions of the Weingarten Act.

ARTICLE 25: NOTIFICATIONS

Section 1. The Employer shall insure each employee's access to an up-to-date Personnel Policy Manual of its rules, regulations, and policies on employment related matters. The employee shall be notified of any changes or additions to personnel rules, regulations and policies issued by the Employer and the individual departments.

ARTICLE 26: NO STRIKE/LOCKOUT

Section 1. During the term of this Agreement, neither the Federation nor its agents or representatives will cause, sanction, or take part in any strike or any other interference with the operation of the Employer's business.

Section 2. During the term of this Agreement, there shall be no lockouts by the Employer.

ARTICLE 27: HEALTH INSURANCE

A City health insurance contribution in the amount listed below will be added to gross pay of eligible employees, according to applicable rules and regulations. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this Agreement, eligible employees are required to participate in the City's health insurance plan on either a pre-tax or post-tax basis.

If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the City's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees. If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance coverage.

It is hereby acknowledged that both the employee and the Employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the Employer.

The City contribution amount included in base wages for retirement enhancement purposes shall be capped at the current contribution rate of \$361.39 per biweekly paycheck.

Health insurance premiums will be shared with the City paying 85% (eighty-five percent) of the premium rate and the employee paying 15% (fifteen percent) of the premium rate.

- A. The City reserves the right to add to, delete from or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.
- B. The City shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

ARTICLE 28: MISCELLANEOUS

Section 1. LABOR MANAGEMENT COMMITTEE - A Labor Management Committee (LMC) shall be formed and consist of four (4) members from the Federation and four (4) members from the City in accordance with the Labor Management Committee by-laws. The LMC will meet as often as necessary. Any subject of concern to either the Federation or the City may be presented to this Committee.

Section 2. An annual clothing allotment of \$200, to be applied toward approved uniforms, will be provided for employees of the Emergency Communications Center. The clothing allotment is provided as an amount for employees to use toward ordering approved apparel and is not paid out to the employee. Any unused allotment amount is not carried over from year to year. The program is administered through the office of the Chief of Police or designated representative.

Section 3. When policies or rules conflict with the specific language incorporated into this Agreement, the language of this Agreement shall apply. During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement unless mutually agreed by both parties. This clause shall not be construed to limit, impair, or act as a waiver of the Employer's or the Federation's right to bargain collectively on changes which may modify the basic terms and conditions herein set forth.

Section 4. In the event any Federal or State law or final decision of court of competent jurisdiction ruling conflicts with any provision of the Agreement, the provision(s) so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The Employer or Federation agree to meet as soon as possible for the purpose of negotiation on the provision(s) so affected.

Section 5. Employees may not be under the influence of or impaired by, alcohol or controlled substances while on duty. Consistent with the City's right and obligation to ensure that its operations are free from unsafe drug and alcohol use, and Article 5 of this Agreement, all employees are subject to Section 8 of the City of Great Falls Personnel Policy Manual, the City of Great Falls Alcohol and Controlled Substance Policy and all applicable department policies.

ARTICLE 29: TRAINING

The City will make its best effort to provide/make available access to training at least every two years to employees required to maintain certifications or licenses for their position based on budget availability.

ARTICLE 30: WELLNESS PROGRAM

Section 1. The department recognizes the importance of maintaining health in three areas: Physical Fitness, Medical Health, and Mental Health. Employees are encouraged to maintain each of these areas to promote total health or wellness.

Section 2. Costs incurred by participation in the voluntary wellness program are the responsibility of the employee.

Section 3. The department will not collect any confidential medical information beyond the employee's name and that they participated in one or more of the department's approved programs in Physical Fitness, Medical Health, and Mental Health as defined by this Article.

Section 4. Participation period of this program will be on a fiscal year beginning July 1st and ending June 30th. The hours accrued cannot be exchanged in lieu of money, cannot be carried over to the next fiscal year and must be used by June 30th.

Section 5. It is the employee's responsibility to ensure that the required documentation of participation is received by the department or facilitating department employee.

Section 6. The voluntary wellness program is separate from the employee's annual performance evaluation and lack of participation in the wellness program will not negatively impact this evaluation.

Section 7. Physical Fitness will be measured by performance in the MPAT once per calendar year. This course will be set up with qualified proctors in the GFPD gym a minimum of twice per calendar year. Notification of these dates shall be given at least two weeks prior to the test date. Passage of the MPAT is required per Montana Peace Officer Standards training time. The MPAT proctor will qualify as the department representative for purposes of reporting results to the department.

Section 8. Participation in the City's bio metric program or an annual physical exam with the employee's medical doctor will qualify for the Physical Health section of the program. Participating in one of these items once per calendar year will satisfy this section of the program.

- A. If the employee elects to participate in the City's bio metric program, completion will be documented in the monetary benefit paid to that employee by the bio metric program.
- B. If the employee elects to have an annual physical exam to meet this section of the program, the employee will need to provide a basic note from his/her physician simply stating that a physical examination has been completed. (Example Wording: "[Name of the employee] has completed an annual physical examination.")

Section 9. Participating in one of the quarterly trainings given by the department on mental health issues such as stress and/or PTSD will qualify for the Mental Health portion of the program. An employee may also choose to meet once per year with a qualified mental health professional as a "mental health checkup." Participation in one of these once per calendar year will satisfy this portion of the program.

Section 10. Incentives for participation in the program will be based on the level of participation as listed below:

- A. Completing one (1) of the sections of the Wellness Program: one (½) day off.
- B. Completing two (2) of the sections of the Wellness Program: one (1) full day off.
- C. Completing all of the requirements of the Wellness Program: two (2) full days off.

IN WITNESS WHEREOF, the Federation and the Employer have caused this Agreement to be executed in their names by their duly authorized representatives at Great Falls, Montana, this ____ day of June, 2023.

CITY OF GREAT FALLS, MONTANA

MONTANA FEDERATION OF PUBLIC
EMPLOYEES, CITY OF GREAT FALLS
911 PUBLIC SAFETY
COMMUNICATIONS OFFICERS, Local

Gregory T. Doyon, City Manager

Amanda Curtis, President M.F.P.E.

ATTEST:

Brandon M. Skogen, President

Lisa Kunz, City Clerk

(SEAL OF CITY)

Reviewed for legal content*:

David Dennis, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

ADDENDUM A: GRIEVANCE PROCEDURE

Step 1.

The employee and/or Federation Steward will discuss the grievance with the employee's immediate Supervisor in an attempt to resolve the grievance within fifteen (15) working days (Monday – Friday), except City holidays, of the knowledge and/or occurrence of the grievance. The Supervisor shall have five (5) working days (Monday – Friday), except City holidays, to respond to the employee and/or Federation Steward.

Step 2.

If the response from the Supervisor is not satisfactory to the employee and/or Federation Steward, the employee and/or Federation Steward shall contact the Federation, and the Federation shall, within ten (10) working days (Monday – Friday), except City holidays, of the response of the Supervisor in Step 1, reduce the grievance to writing and submit the grievance to the Department Head or designee. The Department Head or designee and the Federation shall meet within ten (10) working days (Monday – Friday), except City holidays, to discuss the grievance and attempt to resolve the grievance. The Department Head or designee shall have five (5) working days (Monday – Friday), except City holidays, from the date of the meeting to respond to the Federation with his/her decision in writing.

Grievances regarding termination of employment shall be submitted by the Federation, in writing, to the Department Head at Step 2.

Step 3.

If the response from the Department Head is not satisfactory to the Federation, the Federation may within ten (10) working days (Monday – Friday), except City holidays, submit the grievance in writing to the City Manager or his designee. The City Manager or his designee shall respond back to the Federation within ten (10) working days (Monday – Friday), except City holidays, in writing with the City's decision.

Step 4.

If the grievance is not settled in Step 3, the Federation and the Employer shall, within five (5) working days (Monday – Friday), except City holidays, agree to a date, time and place to convene a joint committee of two (2) representatives of the Federation and two (2) representatives from the City to hear the grievance. The committee shall render a decision within five (5) working days (Monday – Friday), except City holidays, from the date of the hearing.

Step 5.

If the grievance is not settled in Step 4, either party may within ten (10) working days (Monday – Friday), except City holidays, submit the grievance to final and binding resolution with an agreed upon arbitrator or request a list of arbitrators from the Board of Personnel Appeals. Final and binding arbitration shall be used for contract violations that involve interpretation of language that would result in a monetary value of \$800 or less.

- A. If the City and the Federation cannot agree whether a grievance has an economic effect or impact of less than eight hundred dollars (\$800.00), the party hearing the case in Final and Binding Resolution shall make the decision and it shall be final and binding on all parties.
- B. City shall present claims or grievances, in writing, to the Federation.
- C. Final and Binding Resolution Authority: in any case where Final and Binding Resolution is utilized, the person hearing the grievance shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms and conditions of this Agreement. The person hearing the grievance shall consider and decide only the specific issue(s) submitted in writing by the City and the Federation, and shall have no authority to make a decision on any other issue not so submitted. The person hearing the grievance shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, regulations having the force and effect of law. The expenses of Final and Binding Resolution shall be borne by the two parties, equally; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Step 6. The parties may mutually agree to use Step 5 to resolve contractual issues with a value of more than \$800 in lieu of judicial review.

RULES OF GRIEVANCE PROCESSING

Rule 1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step.

Rule 2. A grievance not filed or advanced by the grievant within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the employer's representative to answer within the time limits shall entitle the employee proceed to the next step.

Rule 3. An appointed authority may replace any titled position in the grievance procedure provided that such appointment has full authority to act in the capacity of the person being replaced.

Rule 4. When the grievance is presented in writing there shall be set forth all of the following:

- A. A complete statement of the grievance and facts upon which it is based.
- B. The rights of the individual claimed to have been violated and remedy or correction requested.
- C. Rule 5. At any stage of the grievance process, the Federation, employee and/or the Employer may attempt to mutually settle or resolve the grievance.

ADDENDUM B: WAGE SCHEDULE

Public Safety Communication Officers (PSCOs) Wage Schedule							
Effective July 1, 2023							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Entry Level 7/1/2023	3% Increase after 6 mths. in position	6% Increase after 18 mths. in position	3% Increase after 3 years in position	3% Increase after 5 years in position	2.5% Increase after 8 years in position	2.5% Increase after 10 years in position
34	\$20.53	\$21.15	\$22.42	\$23.09	\$23.78	\$24.38	\$24.99
Annual	\$42,706	\$43,988	\$46,627	\$48,026	\$49,466	\$50,703	\$51,971
36	\$21.57	\$22.22	\$23.55	\$24.26	\$24.99	\$25.61	\$26.25
Annual	\$44,868	\$46,215	\$48,987	\$50,457	\$51,971	\$53,270	\$54,602

Public Safety Communication Officers (PSCOs) Wage Schedule							
Effective July 1, 2024							
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Grade	Entry Level 7/1/2024	3% Increase after 6 mths. in position	6% Increase after 18 mths. in position	3% Increase after 3 years in position	3% Increase after 5 years in position	2.5% Increase after 8 years in position	2.5% Increase after 10 years in position
34	\$21.46	\$22.11	\$23.43	\$24.14	\$24.86	\$25.48	\$26.12
Annual	\$44,643	\$45,982	\$48,741	\$50,204	\$51,710	\$53,003	\$54,328
36	\$22.55	\$23.23	\$24.62	\$25.36	\$26.12	\$26.77	\$27.44
Annual	\$46,903	\$48,310	\$51,209	\$52,745	\$54,328	\$55,686	\$57,078