

**A G R E E M E N T**

**BETWEEN**

**CITY OF GREAT FALLS, MONTANA**

**AND**

**GREAT FALLS POLICE PROTECTIVE ASSOCIATION**

**July 1, 2023 – June 30, 2025**

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## ARTICLE 1 - DEFINITIONS

### 1.1 ASSOCIATION

The Great Falls Police Protective Association (AKA: GFPPA or PPA), or its designated representative. All confirmed officers of the Police Department, who have opted in, are members of the Association, excluding the rank of Captains and the Chief of Police. All members of the Association shall have available to them the benefits of being an Association member, except as dictated below in Section 1.2, (contractual matters) or association legal representation.

### 1.2 BARGAINING UNIT

All sworn personnel of the Police Department of the City of Great Falls, Montana, except those who hold the rank of lieutenants and above.

### 1.3 COLLECTIVE BARGAINING ACT

The Collective Bargaining for Public Employees Act, Montana Code Ann. §39-31-101 through 39-31-409, as it exists as of the date of this Agreement.

### 1.4 COMPENSATORY TIME

The time off to which an employee, at his option, is entitled in lieu of cash payment as permitted by this Agreement.

### 1.5 DAY

The day for each employee shall be the twenty-four (24) hour period commencing at the beginning of his regularly-scheduled shift.

### 1.6 DEPARTMENT

The Municipal Police Department of the City of Great Falls, Montana.

### 1.7 EMPLOYEE

All members of the Bargaining Unit.

### 1.8 EMPLOYER

The City of Great Falls, Montana.

### 1.9 PRONOUN

Whenever used in this Agreement, each singular number or term shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

### 1.10 SHIFT

The hours per day regularly scheduled for an employee to work.

### 1.11 WORK WEEK

An employee's work week shall consist of one calendar week, starting Sunday at 12:00 midnight ending Saturday at 11:59 p.m., and shall include no more than seven consecutive calendar days.

1.12 WORK DAY

In accordance with Montana Code Ann. §39-4-107, a period of eight (8) hours constitutes a day's work, unless specifically stated elsewhere in this contract.

**ARTICLE 2 - PURPOSE**

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana State statutes, this Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, fringe benefits, officer safety and other conditions of employment.

**ARTICLE 3 - RECOGNITION**

The Employer recognizes the Association as the sole and exclusive bargaining agent for all employees for the purposes set forth in this Agreement or in the Collective Bargaining Act.

**ARTICLE 4 - EMPLOYEE RIGHTS**

4.1 NON-JEOPARDY AND RIGHT TO ORGANIZE

- a. It shall be the right of all employees to join and support the Association for the purposes of negotiating with the Employer, or its duly selected representative, 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 Great Falls Police Department and to establish procedures which will facilitate and encourage settlement of disputes, pursuant to the Collective Bargaining Act. The Employer agrees that it shall not deprive any employee of the rights conferred by this Agreement or the Collective Bargaining Act.
- b. No employee shall be discharged or discriminated against by the Employer for upholding lawful the Association activities.

4.2 PROTECTION OF EMPLOYEE RIGHTS

- a. The Employer shall give reasonable support to employees in the discharge of their duties.
- b. No employee shall suffer any reduction in the base rate of pay or in any other benefits covered by this Agreement at the date hereof as a result of this Agreement.
- c. No employee shall be discharged or reprimanded, reduced in compensation, suspended or terminated without just cause; excluding, however, probationary employees.
- d. The Standards of the Department as of the effective date of this Agreement provides certain written policies and procedures for the commencement, receipt, handling and disposition of matters relating to discipline of employees as well as complaints against

them.

#### 4.3 HOLD HARMLESS

The Employer shall provide insurance or risk-pooled indemnity 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, conduct contrary to the Great Falls Police Department Policy Manual or the City of Great Falls Personnel Policy Manual, or conduct outside of the course and scope of employment. 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.

#### 4.4 PERSONNEL FILES

- a. Employees shall have the right to review the contents of any official personnel file maintained in Human Resources regarding them by the Employer or any agent or representative of the Employer. One copy of any material placed in an employee's official personnel file shall be made available to him upon request.
- b. All items in any such file shall be identified as to source.
- c. The employee shall have the right to answer any material filed and his answer shall be placed in the same personnel file. The answer shall succinctly state the employee's position and shall not be unduly lengthy or burdensome.
- d. This provision shall not restrict supervisors or Management representatives from maintaining administrative records with regard to employee action or transactions, including any working copy in the Support Services Bureau Captain's office. The Support Services Bureau Captain's office file will be available for review to the employee upon his request.

#### 4.5 UNLAWFUL TERMINATION

The Employer will not terminate nor separate an employee from his employment in an attempt to circumvent the provisions of this Agreement.

#### 4.6 CONFLICT OF LAWS

In the case of 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 5 - ASSOCIATION RIGHTS

### 5.1 NONDISCRIMINATION POLICY

The Association and the Employer agree that this Agreement is subject to the Equal Employment Opportunity Policy under the Employer's Personnel Policy Manual and that cooperation will be given to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of race, color, religion, sex, national origin public assistance status, or other class protected by state and federal law.

### 5.2 MEMBERSHIP

All employees covered by this Agreement who are or become members of the Association on or after the effective date of this Agreement shall maintain their membership in good standing with the Association.

### 5.3 REPRESENTATION FEE

- a. Membership in the Association shall be separate, apart and distinct from assumption by each employee of his equal obligation to supply the financing of the cost of collective bargaining from which the employee receives benefits equal to those received by Association members. It is recognized that the Association is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. Inasmuch as the terms of this Agreement have been made for all employees in the bargaining unit and all employees derive benefit thereunder, each employee in the bargaining unit shall as provided in this subsection assume his fair share of the obligation along with the grant of benefits contained in this Agreement.
- b. Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of his attainment of the rank of Police Officer, shall forfeit all benefits of the Association including representation in disciplinary matters and access to the legal fund, subject to applicable law.
- c. The Association will certify to the Employer, the current rate of Association membership dues.
- d. Requests for initiating deductions for the personal representation fee shall be submitted on a form signed by the employee within the above-defined thirty (30) day period.
- e. Deductions shall be under the same conditions and schedules as the deductions for Association membership dues prescribed in Article 5.4 of this Agreement.

- f. The Association shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.
- g. The provisions of this subsection 5.3 shall not apply to any existing employee who is not a member of the Association, but shall apply to all current members thereof and all future employees.

#### 5.4 DUES ASSIGNMENT AND PAYROLL DEDUCTION

- a. Payroll deductions shall be made by the Employer for Association membership dues and for the representation fee.
  - 1) Deductions for Association membership dues or for representation fees shall be initiated by submitting to the Employer a written authorization therefore signed by each individual employee wishing to effect such deductions. Said voluntary deductions shall continue in effect from year to year pursuant to such written authorization unless revoked by written notice by the employee to the Employer and to the Association.
  - 2) The Employer shall deduct in equal installments, such dues or representation fees, from the first and second regular biweekly paycheck of each month of all employees whose authorizations are on file with the Employer.
  - 3) All monies deducted by the Employer for Association membership dues and personal representation fees shall be remitted to the Treasurer of the Association by the end of the following calendar month.
  - 4) All Association members agree that if, for any reason, their employment should end with the Police Department, the member authorizes the City of Great Falls Human Resources Department, as directed by the Association Treasurer, to remit payment from the members final "payout/severance" check to the Association for full payoff of any outstanding Association loan balance said member has with the Association.

#### 5.5 ASSOCIATION BULLETIN BOARDS

The Employer agrees to provide suitable space for the Association Bulletin Boards. Postings by the Association on such boards are confined to official business of the Association.

#### 5.6 ASSOCIATION BUSINESS

The Employer recognizes a negotiating committee from the Association not to exceed five (5) members and a grievance committee not to exceed five (5) members. Time spent by the negotiating committee in bargaining on terms and conditions of the contract, as well as other necessary negotiation business, shall be without loss of regularly scheduled time or pay.

Discussions with the grievance committee shall also be conducted without loss of regularly scheduled time or pay.

## 5.7 INFORMATION

The Employer recognizes the necessity for the Association to have possession of information to maintain the Agreement and prepare for negotiations.

Therefore, one (1) copy of the materials listed below will be furnished to the Association by the Employer at no cost within ten (10) days of the receipt of a request therefore, provided such materials are available.

- a. General fund budgets - preliminary and final.
- b. Prior years budget/actual GFPD report setting forth actual receipts and expenditures.
- c. City administrative financial policy and procedures.
- d. Names, rank, hourly payroll rate and salary of sworn GFPD members.
- e. Any information, statistics and records relevant to negotiations, or necessary for proper enforcement of the terms of this Agreement.

The Association, upon written request to the Employer, shall also be furnished information or access to information that is of a public nature and is available. For such information the Employer may charge the Association for the cost of preparing or providing copies thereof.

The Association will provide the Employer with the names of new Association officers, terms of office, and contact information thirty (30) days after elections.

## **ARTICLE 6 - SENIORITY AND REDUCTION IN FORCE**

### 6.1 SENIORITY

Seniority means an employee's length of continuous service with the Department since the date of hire, 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 Article 6.2 of this Article, previous service shall count towards seniority.
- b. To be absent from the job due to an approved voluntary leave of absence without pay that exceeds fifteen (15) days will be considered lost time for the purpose of seniority unless the employee worked one hundred (100) hours or more in any calendar month(s) during which the leave occurred; however, previous service upon return to work is counted toward seniority.

- c. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority.
- d. The Employer shall post a seniority roster on December 1st and June 1st of each year. Employees may protest their seniority designation through the grievance procedure if they have cause to believe an error has been made.
- e. Absences due to injury in the line of duty shall be considered as time worked for the purposes of determining seniority and granting of any benefits covered by this Agreement.

## 6.2 REDUCTION IN FORCE

- a. The term "layoff" as used herein shall be separate and distinct from the terms "resignation," "retirement" and "dismissal," and 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.
- b. In the event that the Employer anticipates that a layoff of employees is to take place, the Employer will provide the Association with written notification which will include the positions 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 the Association's request, the Employer will make available to the Association any data requested which was used by the Employer in making the layoff determination. Any employee who is to be placed on layoff will be so notified in writing, by certified mail, at least thirty (30) days prior to the effective date of the layoff. The Association will be provided with a listing of the employees being notified of the layoff.
- c. Layoffs shall be in order of seniority; that is, the employee last hired shall be the first released.
- d. All recalls to employment shall likewise be in order of seniority; that is, the last employee released as a result of a Reduction in Force shall be the first rehired, provided the employee is able to meet the physical requirements of the job. The Employer shall notify in writing such employees to return to work and furnish the Association 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. An employee who is notified to report to duty, but fails to notify the Employer within fourteen (14) calendar days of his intention to return to work, shall be considered as having forfeited his right to reemployment.
- e. Layoffs and subsequent recall 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.

## **ARTICLE 7 - HOURS OF WORK**

### **7.1 HOURS OF DUTY**

The working year is July 1st through June 30th. The regularly scheduled working hours for employees shall be forty (40) hours per week, except for the patrol division that presently works nine (9), ten (10), and ten (10) hour and forty (40) minute shift schedules (10:40).

### **7.2 WORK SCHEDULE**

- a. The hours of work each day may consist of an eight (8) hour shift which will include thirty minutes for a meal and two fifteen-minute rest breaks midway through the first part of the shift and midway through the second part of the shift.
- b. The hours of work each day may consist of a nine (9) hour shift which will include forty-five minutes for a meal and one twenty-minute rest break.
- c. The hours of work each day may consist of a ten (10) hour shift which will include sixty-five minutes for a meal and one twenty-minute rest break.
- d. The hours of work each day may consist of a ten-hour (10) forty-minute shift (40) which will include sixty-five minutes for a meal and one twenty-minute rest break.

### **7.3 SHIFT CHANGE**

The Employer will notify an employee of a change in a normally scheduled shift as soon as possible in order to minimize any inconvenience the change may cause.

## **ARTICLE 8 - ADDITIONAL DUTY**

### **8.1 OVERTIME**

- a. Except as otherwise specifically provided in this Article, employees shall be paid at the rate of one and one-half (1½) times their regular hourly rate of pay for all hours worked in excess of a regularly scheduled work shift, and for all hours worked on days off.
- b. Overtime shall be computed to the nearest quarter (1/4) hour starting one minute after the quarter hour begins and extending to the full quarter hour.

For those employees working the ten hour (10) forty (40) minute schedule, overtime shall be computed to the nearest 1/3 hour starting one minute after the 1/3 hour begins and extending to the full 1/3 hour.

- c. Holidays, sick leave, vacation or compensatory time taken during the work week will be considered as time worked when computing overtime.
- d. Employees shall not be required to suspend work during regular schedule hours to prevent overtime accumulation.

e. Call Back:

- i. Extension of Shift: In the event an employee is required to return to work within one-half (½) hour of the end of his shift to complete work that should have been done prior to leaving work, he will be compensated as an extension of the regular shift at one and one-half (1½) times the regular hourly rate of pay for all hours worked in excess of a regularly schedule work shift.
  - ii. Call Out: An employee called out to work, not as an extension of the regular shift, shall be credited with a minimum of four (4) hours at his regular hourly rate of pay, or one and one-half (1½) times the 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.
  - iii. In the event an employee is called to work while on pre-approved scheduled vacation/annual leave, the employee will be credited back any unused vacation/annual leave as a result of being called out during their normal shift and will be paid one and one-half (1½) times his regular hourly rate of pay for actual hours worked.
- f. No overtime or pay shall be paid for travel time to and from the job.
- g. An employee required to attend local training and meetings, not as an extension of the regular shift, shall be credited with a minimum of four (4) hours at the regular hourly rate of pay or one and one-half (1½) times for actual hours worked, whichever is greater.
- h. Request for Law Enforcement Services at Events. The Great Falls Police Department Request for Law Enforcement Services Form will be adhered to and Officers will be paid one and one-half (1½) times the regular hourly rate of pay or four (4) hours at the regular hourly rate of pay for actual hours worked, whichever is greater, for all Security Type Extra Duty Requests.

8.2 STANDBY

The Employer and the Association agree that the use of standby time shall be minimized consistent with sound law enforcement practices, and the maintenance of public safety. Standby assignments shall be for a fixed predetermined period of time not to exceed eight (8) hours. Employees formally placed on standby status shall be compensated on the basis of four (4) hours regular hourly rate of pay for eight (8) hours of standby or fraction thereof. If the employee is actually called back to work, normal overtime rules shall apply in addition to the standby premium.

8.3 COURT APPEARANCE

In the event that any court appearance before any judicial or administrative body is required, excluding those occurring during regularly scheduled hours or days, (except as

provided in 8.1(e) above) the employee shall be paid for a minimum of four (4) hours at his regular hourly rate of pay. If such court appearance is on a scheduled day off, the four (4) hour minimum will be paid one and one-half (1½) times the regular hourly rate of pay.

In the event the employee, who is currently on night shift rotation, is required to appear before any judicial or administrative body, the employee shall be paid for a minimum of six (6) hours at their regular hourly rate of pay, or one and one-half (1½) times the regular hourly rate of pay for actual hours worked.

Officers required to participate in juvenile detention hearings will be compensated according to the following schedule:

- Officers waiting to testify on a detention hearing while not physically at the court will be paid his regular hourly rate of pay; or
- Officers who have to testify via telephonic means will be paid court appearance rates as noted above in the first paragraph;
- Officers will be compensated for either his regular hourly rate of pay while waiting to testify or court appearance rates for testimony provided over the phone, but not for both.

#### 8.4 PAYMENT FOR OVERTIME

Except as provided in this paragraph, employees may earn overtime hours worked without restriction. Each employee shall receive payment for overtime work on compensatory time basis; provided, however, that the maximum amount of compensatory time that can be accumulated shall be one hundred sixty (160) hours. Any hours in excess thereof shall be paid to any such employee.

- a. The dates when employees request use of earned compensatory time shall be approved by the Chief of Police or his/her duly authorized officer, under the following conditions:
  1. Abide by current standards as set forth in the Fair Labor Standards Act (FLSA);
  2. If manning is limited and it is necessary to post an overtime spot for a compensatory day request, two (2) weeks' notice must be given. If the overtime slot is unfilled one (1) week in advance of the requested day off, it will be denied unless agreed upon by both parties.
  3. Granting a compensatory time request when it conflicts with a pre-approved vacation will be at the discretion of the Shift Supervisor.

#### 8.5 COMPENSATION FOR TRAINING

- a. The Employer agrees to compensate each employee as provided in Article 8.1(a) for all overtime earned as a result of attendance at local in-service training schools and seminars. Compensation shall be paid as provided in Article 8.4 above.

- b. For attendance at in-service training schools, seminars or other meetings authorized by the Employer outside the City of Great Falls, Montana, each employee shall be entitled to the allowances as provided in the City of Great Falls Finance Policy.

8.6 COMPENSATION FOR ASSIGNMENT TO HIGHER RANK

If any employee is assigned a position normally reserved for an employee of a rank higher than Master Police Officer for a period of four (4) hours or more, that employee assuming that position shall be paid as if he actually held the assumed rank.

8.7 PYRAMIDING

There shall be no pyramiding of overtime pay except as expressly permitted by this Agreement.

**ARTICLE 9 - COMPENSATION**

9.1 SALARIES

The base monthly salary, from first date of employment, for each class of employee covered by this Agreement shall be calculated to an annual earnings and paid in biweekly increments as follows:

**BASE SALARY**

<b>RANK</b>	<b><u>July 1, 2023</u> (6.0%)</b>	<b><u>July 1, 2024</u> (5.0%)</b>	<b><u>January 1, 2025</u> (1.0%)</b>
Probationary Police Officer	\$5,321.43	\$5,587.50	\$5,643.38
Police Officer (Confirmed)	\$5,521.46	\$5,797.53	\$5,855.51

9.2 LONGEVITY PAY

Longevity shall be calculated from the first date of employment as a sworn Officer of the Employer. Compensation therefore shall be at the rate of sixteen dollars and fifty cents (\$16.50) per month. Longevity pay increases shall become effective upon the first of the month following the employee's anniversary date of employment.

When an Officer of the Great Falls Police Department attains his 17th year anniversary with this Department, his earned longevity will be placed on his base salary. This longevity will be at the rates negotiated in this contract, and shall not exceed \$16.50 per month per year of service, or an accumulated total of \$330.00 per year. When calculating raises,

longevity is added to the base pay after the raise is factored in and not beforehand for employees with fewer than 17 years of service with the department. This practice is the same as the formula listed below.

The formula for computing each employee's rate of pay shall be as follows:

Police Officer	= base plus longevity
Senior Police Officer	= base X's %, plus longevity
*Senior Police Officer II	= base X/s %, plus longevity
Master Police Officer	= base X's %, plus longevity
*Master Police Officer II	= base X's %, plus longevity
Sergeant	= base X's %, plus longevity
*Sergeant II	= base X's %, plus longevity

X% = Senior Police Officer	15%
*Senior Police Officer II (after 3 years as a Senior Police Officer)	17%
Master Police Officer	25%
*Master Police Officer II (after 5 years as a Master Police Officer)	27%
Sergeant	38%
*Sergeant II (after 7 years as a Sergeant)	40%

*\*Denotes length of time in position and is not a new or senior position/rank.*

At the sole discretion of the Employer, an employee with prior service with another agency may be compensated for the prior service by a starting wage up to, but not exceeding, the level of Senior Police Officer.

### 9.3 SHIFT PREMIUM

An employee who shall be employed for what is commonly referred to as the "afternoon shift" shall receive an additional \$0.35 per hour in addition to other salary payments. Any employee who shall be employed for what is commonly known as the "night shift" shall receive an additional \$0.50 per hour in addition to other salary payments. In each case, such additional compensation shall apply only to the hours during which the employee, in a given pay period, is actually working on the "afternoon shift" or the "night shift."

### 9.4 PROMOTIONS AND ROTATIONS

Eligibility for placement as a Probationary Police Officer and advancement to the rank of Senior Police Officer or promotion to Master Police Officer or Sergeant will be set in Department policy. Master Police Officer and Sergeant will be identified as a promotion for purposes of seniority. Rotations will also be in accordance with Department policy. Any

change to this policy shall include or involve the Labor-Management Committee.

9.5 RATE OF COMPENSATION—LENGTH OF SERVICE

Upon satisfactory completion of one (1) year of service on the Department as a Probationary Police Officer, an employee shall be paid at a minimum rate of a Police Officer. Upon satisfactory completion of one (1) year of service on the Department as Police Officer, an employee shall be paid at a minimum rate of a Senior Police Officer. Upon satisfactory completion of three (3) years as a Senior Police Officer, an employee shall be paid at the Senior Police Officer II rate of pay. Upon satisfactory completion of five (5) years as a Master Police Officer, an employee shall be paid at the Master Police Officer II rate of pay. Upon satisfactory completion of seven (7) years as a Sergeant, an employee will be paid at the Sergeant II rate of pay.

9.6 INVESTIGATIVE PAY

All sworn employees assigned to the Investigative Services Bureau for a period longer than six (6) months will receive an additional \$0.50 per hour added to their base regular hourly rate of pay while working in a detective capacity. Detectives are assigned to a rotational on-call schedule for each weekend.

- a. Detectives will be compensated eight (8) hours for the time they are on-call.
- b. If the on-call weekend includes a holiday, he will be compensated an additional four (4) hours at his regular hourly rate of pay for each holiday consecutive with the weekend.
- c. If called in to work while on-call, the detective will be compensated for their on-call time as well as one and one-half (1½) times his regular hourly rate of pay for hours called out.
- d. The weekend/holiday on-call time begins at 1700 hours on the day before the weekend (typically Friday) to 0800 hours on the day returning to their regularly scheduled shift (typically Monday).
- e. Detectives assigned on-call for a holiday that does not fall on the weekend or an extension of the weekend will be compensated at an additional four (4) hours at the regular hourly rate of pay.
- f. Detectives are on-call to serve the needs of the organization, if necessary, and are not specific to any bureau.

9.7 HIGH RISK UNIT PAY

Employees assigned to the High Risk Unit for a period longer than six (6) months will receive an additional \$30 per month in equal installments to his first and second paychecks

of the month.

9.8 FIELD TRAINING OFFICER PAY

Employees assigned to perform the function of Field Training Officer (FTO) will receive \$100.00 for the 1<sup>st</sup> Phase, \$75.00 for the 2<sup>nd</sup> Phase, \$75.00 for the 3<sup>rd</sup> Phase, and \$50.00 for the 4<sup>th</sup> Phase of the Probationary Officer's training. If an extension of the training is necessary, the officer assigned as the FTO will receive \$40.00.

9.9 DEATH OF EMPLOYEE

In the event of death of an employee, all sums payable under the terms of this Agreement to the employee, had he survived, including unused sick leave as provided by State law, final pay, vacation and compensatory time shall be paid to the employee's beneficiary designated on a form provided by the Employer, or to his estate in the absence of any such designation by employee. The designation of a beneficiary by an employee shall have the same force and effect as if the same disposition had been made by will by the employee.

The employee, his estate, his designated beneficiary, and any successors and assigns shall indemnify and hold the Employer harmless from any and all claims, demands, or liability arising out of the disbursement of such sums to the designated beneficiary, or in lieu thereof, employee's estate.

**ARTICLE 10 - HOLIDAYS**

10.1 SCHEDULED HOLIDAYS

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 Birthday, 3rd Monday in February;
- d. Memorial Day, last Monday in May;
- e. Independence Day, July 4th;
- f. Labor Day, first Monday in September;
- g. Veterans' Day, November 11th;
- h. Thanksgiving and the day after Thanksgiving, fourth Thursday and Friday in November;
- i. Christmas, December 25th;
- j. Every day declared a legal holiday by the City Commission;
- k. Every day in which a general election is held throughout the State of Montana;
- l. A personal holiday, to be taken within the calendar year earned and requires prior approval of the immediate Supervisor. If the request is denied, the employee will be paid at the one and one-half (1½) times their regular hourly rate of pay for all hours actually worked.

## 10.2 COMPENSATION FOR WORKING HOLIDAYS

Employees required to work on a holiday will be paid one and one-half (1½) times their regular hourly rate of pay in addition to their regular hourly rate of pay for actual hours worked.

- a. When an employee is required to work on a holiday, he will earn compensatory time at the rate of twelve (12) hours for an eight (8) hour shift,
- b. thirteen and one-half (13½) hours for a nine (9) hour shift,
- c. fifteen (15) hours for a ten (10) hour shift, and
- d. sixteen (16) hours for a ten (10) hour and forty (40) minute shift (10:40).

The employee shall submit a written request to his immediate Supervisor for one of the following:

- a. Pay at the negotiated rate of pay.
- b. Compensatory time to be taken at a time mutually agreed upon by the employee and Supervisor.
- c. Employees required to work on a holiday who do not work the entire shift will be compensated for the holiday at their regular hourly rate of pay and will receive one and one-half (1½) times their regular hourly rate of pay for actual hours worked on the holiday. The employee will not be charged sick, vacation or compensatory time for the hours not worked.

## 10.3 COMPENSATION FOR HOLIDAYS FALLING ON DAYS OFF

Observed holidays which fall on the employee's regularly scheduled day off shall be compensated for on a regular hourly rate of pay basis, either by accumulation of compensatory time or by receiving a regular day's pay, at the discretion of the employee, as defined and limited in Article 8.4. Employees working a set day shift schedule of Monday through Friday with weekends off (example Detectives/Support Services) will be required to take the observed holiday off in keeping with the Administrators scheduled time off. Exceptions to this will be granted by a Supervisor on a case by case basis.

## 10.4 COMPENSATION FOR HOLIDAYS FALLING ON VACATIONS AND SICK LEAVE

Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on a paid sick leave or a paid vacation shall be earned by the employee and not charged as sick leave or vacation.

## ARTICLE 11 - VACATIONS

### 11.1 VACATION ACCRUALS

Each employee is entitled to and shall earn annual vacation leave accruals from the first date of employment. For calculating vacation leave accruals, two thousand eighty (2080) hours (52 weeks times 40 hours) shall equal one (1) year. Proportionate vacation leave accruals shall be earned and credited at the end of each pay period. Employees shall not be entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. See Montana Code Annotated 2-19-611.

Vacation leave accruals shall be earned in accordance with the following schedule:

- a. From first date of employment through ten (10) years of employment at the rate of one hundred twenty (120) hours (the equivalent of fifteen (15) eight (8) hour working days) for each year of service;
- b. After ten (10) years through fifteen (15) years of employment at the rate of one hundred forty-four (144) hours (the equivalent of eighteen (18) eight (8) hour working days) for each year of service;
- c. After fifteen (15) years through twenty (20) years of employment at the rate of one hundred sixty-eight (168) hours (the equivalent of twenty-one (21) eight (8) hour working days) for each year of service;
- d. After twenty (20) years of employment at the rate of one hundred ninety-two (192) hours (the equivalent of twenty-four (24) eight (8) hour working days) for each year of service.

### 11.2 SEPARATION FROM SERVICE OR TRANSFER TO OTHER DEPARTMENT--CASH FOR UNUSED VACATION LEAVE

An employee whose employment with the Employer is terminated shall be entitled upon the date of such termination to cash compensation at his then effective rate of pay then in effect for unused accumulated vacation leave. If an employee transfers between agencies of the Employer, there shall be no cash compensation paid. In the event of such a transfer, the receiving agency shall assume the liability for accrued vacation accruals of the employee.

### 11.3 ACCUMULATION OF LEAVE

Vacation leave accruals may be accumulated to a total number of days not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation leave accruals shall not be forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.

#### 11.4 CHARGES AND ACCRUALS

Vacation charges and accruals shall be charged to the time actually used.

#### 11.5 VACATION DETERMINATION

Vacation shall be determined on the basis of seniority preferences by division and rank.

### **ARTICLE 12 - SICK LEAVE**

#### 12.1 SICK LEAVE ACCRUALS

Each employee is entitled to and shall earn sick leave accruals from the first date of employment. For calculating sick leave credits 2080 hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave accruals shall be earned and credited at the end of each pay period. Sick leave accruals shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of days which may be accumulated. See Montana Code Annotated 2-18-618.

#### 12.2 QUALIFICATION

An employee may not accrue sick leave accruals while in a leave without pay status. Employees are not entitled to be paid sick leave under the provisions of this Agreement until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave accruals the employee has earned.

#### 12.3 USE

Subject to applicable State and Federal law, employee shall be allowed to use earned and accumulated sick leave accruals for absences from duty without loss of pay due to any one or more of the following:

- a. Illness;
- b. Injury;
- c. Medical disability;
- d. Parental-related disability, including prenatal care, birth, miscarriage, abortion and/or other medical care for either employee or child;
- e. Quarantine resulting from exposure to contagious disease;
- f. Medical, dental or eye examination or treatment;
- g. Care of or attendance to immediate family member for any of the above;
- h. Care of or attendance to other relative for any of the above at the discretion of the Chief of Police or his designee;
- i. When there is a death in the immediate family, employee may use up to ten (10) days of accumulated sick leave for bereavement leave, unless the leave qualifies under the Family Medical Leave Act (FMLA).
  - a. Immediate family is defined as employee's spouse and any member of employee's household, or any parent, child, sister, brother, grandparent, grandchild, or corresponding in-law.

#### 12.4 ELIGIBILITY

Employees are required to follow the following items a. and b. in order to be eligible for use of sick leave:

- a. Report one (1) hour prior to the beginning of the shift to the Shift Commander on duty or immediate Supervisor the reason for absence.
- b. If the absence is for more than one (1) day in length, the employee must keep the Shift Commander on duty or immediate Supervisor informed of the status of the condition.
- c. Employees who claim sick leave when physically and mentally fit unless under specific provision of this Agreement shall be subject to disciplinary action.
- d. If required by the Police Chief or his designee, employees must submit a proper medical certificate for any absence charged to sick leave.

#### 12.5 TERMINATION OF EMPLOYMENT

An employee whose employment is terminated is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time his employment is terminated. Sick leave accruals for calculating the lump-sum payment provided for in this subsection begin July 1, 1971, and the payment therefore shall be the responsibility of the Employer. No employee forfeits any sick leave rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within the Employer's jurisdiction, he shall not be entitled to a lump-sum payment. In such a transfer, the receiving agency shall assume the liability for the sick leave accruals earned after July 1, 1971, and transferred with the employee.

#### 12.6 RE-EMPLOYMENT

An employee who receives a lump-sum payment pursuant to this Agreement and who is again employed by the Employer thereof shall not be credited with any sick leave for which he has previously been compensated.

#### 12.7 MISCELLANEOUS SICK LEAVE PROVISIONS

- a. Sick leave charges in excess of earned sick leave accruals may be charged to earned and available annual leave.
- b. Sick leave charges and accruals shall be charged to the actual time used.
- c. Medical appointments may be charged to sick leave provided the minimum time charged is not less than one-quarter (1/4) hour. Each absence shall be reported separately and authorized in advance by the employee's immediate supervisor.
- d. Parental leave may be charged against sick leave credits up to six (6) weeks, not to

exceed 240 hours, without medical documentation, unless the leave qualifies under the FMLA.

- e. Illness that occurs during an employee's vacation shall be charged to sick leave. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and shall not be charged to sick leave.
- f. In the event an employee becomes incapable of performing the duties of his regular classification through illness or injury, the Employer may transfer the employee, with the employee's consent, without loss of pay to a position for which he is qualified provided the change can be accomplished without displacing another employee, and this change is otherwise consistent with applicable law.

## 12.8 SICK LEAVE DONATIONS

Sick leave utilized 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, he may request leave donations with the approval of the Police Chief and with the coordination of benefits through Human Resources. Members of the Association may donate eight (8) hours of sick leave to any City employee on an individual basis. The maximum an employee can receive or donate is one hundred-twenty (120) hours, or fifteen (15) days, in a calendar year.

## 12.9 LIGHT DUTY

The Department will endeavor to modify duty assignments consistent with documented medical restrictions for employees who have experienced work-related injuries. Ordinarily light duty for a work-related injury will be granted for a one year period from the first day of light duty per injury; however, it generally will not be approved beyond the one year limitation.

The Department will also attempt to provide light duty to employees injured off duty. Personnel with duty related injuries take precedence in assignment. The Chief of Police may grant ninety (90) days of light duty in a non-duty related injury or illness. Any extension must be placed in writing, recommended by a Supervisor, approved by Human Resources, and consistent with applicable law. If the request is not approved, the Officer may appeal the decision to the City Manager. If light duty work is not available within the GFPD, the employee may be assigned to another City facility or location for the duration of their light duty period at the same rate of pay. These decisions will be considered on a case by case basis, as well as, review of the circumstances involved, available positions, and alternative resources available to the employee.

This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances.

## **ARTICLE 13 - FAMILY AND MEDICAL LEAVE (FMLA)**

The agreed upon policy for Family and Medical Leave (FMLA) is set forth in the City Employee

Personnel Policy Manual, and is incorporated herein by this reference.

#### **ARTICLE 14 - PARENTAL LEAVE**

The agreed upon policy for Parental Leave is set forth in the City Personnel Policy Manual, and is incorporated herein by this reference.

#### **ARTICLE 15 - OTHER LEAVES WITH PAY**

##### **15.1 MILITARY LEAVE**

Any 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 or forces of the United States Army, Navy, Marine Corps, Air Force, Coast Guard or Space Force, shall be given leave of absence with pay up to 120 hours, or fifteen (15) days, after six (6) months of employment, to fulfill his military service obligation. Such absence shall not be charged against vacation leave accruals earned by the employee. The terms of this leave shall be consistent with this Agreement, State Law, (currently Montana Code Ann. §10-1-1009), and the City Personnel Policy Manual.

##### **15.2 JURY SERVICE AND SUBPOENA**

Employees will be excused from work under summons to serve as a juror or when subpoenaed to serve as a witness by the court system. Employees dismissed from jury duty prior to the end of a regular work shift are expected to either report to work or contact their supervisor for instructions. Employees choose one of these options concerning pay for court ordered service:

A. Employees will only be allowed to keep expense and mileage allowance paid; employees may not keep the juror fee paid by the court. Forward all fees received as a result of the service to the Department Head who will forward it to Human Resources. The fees are then credited against the employee's regular compensation.

**-OR-**

B. Charge court service against annual leave and keep the juror fee and any expense or mileage allowance paid to the employee by the court. Employees will be paid their normal paycheck and will be charged annual leave. Employees will keep all payments received from such service.

##### **15.3 BEREAVEMENT LEAVE**

With the approval of the Chief of Police or a duly authorized officer, employees may be granted leave, not to exceed four (4) hours or deducted from any leave accruals, to attend the funeral of a member of the Department.

## **ARTICLE 16 - LEAVES WITHOUT PAY**

### 16.1 ELIGIBILITY

All employees are entitled to take a leave of absence without pay for good and sufficient reasons with approval of the Chief of Police and the City Manager or designee.

### 16.2 REQUESTS

Requests for leave of absence without pay shall be submitted in writing by the employee to the supervising officer.

16.3 Leave of absence without pay may be granted with the approval of the Chief of Police, City Manager or his designated representatives. An employee may not accrue sick and annual vacation leave accruals while in a leave without pay status.

### 16.4 DURATION

The length of leave without pay will be determined on an individual basis and based on the circumstances involved.

## **ARTICLE 17 - HEALTH, SAFETY, WELFARE AND OTHER COVERAGE**

### 17.1 INDUSTRIAL ACCIDENT INSURANCE OR INDEMNITY COVERAGE

The Employer shall carry industrial accident insurance or risk pooled indemnity coverage on all employees. Each employee must within thirty (30) days, in accordance with State law, report in writing to the Employer any injury in the course of employment. Failure to do so may result in the loss of benefits.

### 17.2 HEALTH AND ACCIDENT INSURANCE COVERAGE

The Employer agrees to provide non-occupational health and accident insurance coverage for each eligible regular employee and eligible dependents thereof immediately following the period of exclusion provided by the terms of the plan document.

A City health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, 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 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 or indemnity 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 contribution rate of \$361.39 per biweekly paycheck.

Health insurance premiums will be paid with the Employee paying 15 (fifteen) percent of the premium and the City paying 85 (eighty-five) percent of the premium.

- a. The City reserves the right to add to the benefit plan in effect with no obligation to negotiate, and retains the right to delete or modify any or all the added benefits with no obligation to negotiate.
- b. The City shall be at liberty to make an independent selection of the insurance or indemnity carrier, including the option of partially or fully self-funding with no obligation to negotiate.
- c. A member or appointed representative of the Great Falls Police Protective Association will be invited to attend quarterly information meetings with the insurance carrier's representatives.

### 17.3 DEATH BENEFIT

- a. If an employee dies while performing their duties within the scope of their employment, the City agrees to pay the health insurance premium for the dependents who are on the plan at the time of his/her death for twenty-four (24) months.
- b. If an employee dies while performing their duties within the scope of their employment, all funeral-related costs will be covered by the City, up to \$15,000.

The determination as to whether or not an employee died while performing their duties within the scope of their employment will be made by the City's workers compensation carrier.

### 17.4 UNEMPLOYMENT INSURANCE

The Employer shall carry unemployment insurance on all employees as required by law.

### 17.5 INSURANCE OR INDEMNITY CONTRACTS

All requirements and insurance or indemnity benefits shall be subject to the provisions of the policy issued by the carrier. Written benefit provisions shall be provided to each employee. Benefits shall continue until the last day of the final month of employment.

- 17.6 The City shall continue to provide safe working conditions and equipment. Safety concerns should be handled at the lowest supervisory level possible. All safety concerns will be brought to the attention of the Bureau Captain. If no solution can be found, then the concern should be addressed through the chain of command. If the issue is still not resolved, then the issue will be brought to the Labor Management Committee.

## **ARTICLE 18 - ALLOWANCES**

### **18.1 UNIFORMS AND EQUIPMENT**

- a. The Employer agrees to budget annually a minimum of \$5,000 for the full cost of replacement of personal body armor, to be purchased by the Employer.
- b. New employees will be provided new shirts and pants. Other uniform items and equipment will be re-issued in accordance with the list approved by the Police Chief. These items will be in well maintained condition. If there are no uniform items and equipment that fit properly, new items will be issued.

### **18.2 LOST OR STOLEN PERSONAL PROPERTY**

The Employer will repair or reimburse employees at market value for any items either issued by the Department or that the employee has received uniform allowance for that is damaged, destroyed, lost or stolen while in the course and scope of employment during assigned duty hours. This does not include repair or reimbursement due to normal wear and tear of clothing, equipment or personal property. Personal property that is damaged, destroyed, lost, or stolen while in the course and scope of employment during assigned duty hours will be replaced up to a maximum value of Three Hundred Dollars (\$300.00) provided there was no negligence on the part of the Officer. Reimbursement for eyeglasses or contact lenses will be replaced under this contract only to the extent that they are not covered by the existing vision coverage of the employee health benefit plan. A written notice of the loss or damage must be filed by the employee with his immediate Supervisor immediately within the work shift, but no more than five (5) days after the occurrence of the damage or loss or the claim will be forever waived. Receipts for repair or the appraisal of value shall be submitted when reimbursement is requested. There shall be no reimbursement for loss or theft of cash.

## **ARTICLE 19 - SHIFT TRADING**

### **19.1 POLICY**

Consistent with the reasonable operational requirements of the police service to maintain public health and safety, it shall be the policy of the Department to permit employees to trade shifts, or a portion thereof, providing no overtime compensation will be paid by the Employer and that persons exchanging will be of the same ability or be fully qualified to

perform the duties of the rank involved in the trade.

## 19.2 REQUESTS

When requested in advance, shift trading of one (1) shift or less may be approved by the Shift Commander. Shift trading in excess of one (1) shift shall require the prior approval of the Police Chief.

## 19.3 OTHER EMPLOYMENT

No days exchanged shall be for the purpose of other employment.

### **ARTICLE 20 - MANAGEMENT RIGHTS**

In addition to State law, the Employer retains the full and unrestricted right to operate and manage all manpower, facilities, methods and equipment, to establish functions and programs, make and enforce all rules and regulations; to plan and set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structures; to select, direct, assign, control and determine methods, means, organization and number of personnel; to establish work schedules, assign overtime, and to perform any inherent managerial functions not specifically limited by this Agreement. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

### **ARTICLE 21 - GRIEVANCE PROCEDURE**

#### 21.1 DEFINITIONS

- a. Grievance - any dispute which may arise over the application, meaning, or interpretation of this Agreement. An alleged grievance shall be evidenced by a signed, written complaint stating in general terms the nature of the grievance, the facts on which it is based, and the remedy requested.
- b. Aggrieved party - the employee or employees or the Association asserting the grievance.
- c. Parties of interest - the employee or employees or the Association asserting the grievance, any person or persons assisting in processing the grievance, any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.

#### 21.2 PURPOSE

- a. The purpose of this procedure is to secure, at the lowest possible level, and in an atmosphere of courtesy and cooperation, equitable solutions of grievances which may arise.
- b. Nothing contained in this Article of this Agreement shall be construed to prevent any employee from discussing a problem with the Employer and having it adjusted,

provided that any resolution of the problem shall be consistent with terms of this Agreement.

### 21.3 RIGHTS TO REPRESENTATION

The aggrieved party may, at his option, be present at all meetings and hearings and may be represented at all meetings and hearings at all levels and stages of the grievance procedure by an Association representative.

### 21.4 TIME LIMITS

All time limits shall consist of City business days, consisting of Monday through Friday, except City holidays. The time limit specified may be extended by written, mutual consent.

### 21.5 PROCEDURE

- a. STEP I - Within ten (10) days of the occurrence of the grievance, or within the ten (10) days of the time that the aggrieved party becomes aware of the occurrence of the grievance, or with reasonable diligence should have become aware of the occurrence of the grievance, the aggrieved party shall present his immediate supervisor with the signed, written complaint and shall attempt to resolve the grievance through informal discussion.
- b. STEP II - If the grievance is not resolved at Step I, the decision may be appealed to the Police Chief within ten (10) days of the decision at Step I or within the ten (10) days of the date of the meeting at Step I in the event no decision has been rendered. The Police Chief or his designee shall meet with the aggrieved party, the Association representatives, and other parties of interest within the ten (10) days to discuss and attempt to resolve the grievance. The decision of the Police Chief shall be issued in writing to the aggrieved party and to the Association no later than ten (10) days following said meeting.
- c. STEP III - If the grievance has not been resolved at Step II, the decision may be appealed to the City Manager for consideration within ten (10) days of the decision at Step II or within ten (10) days of the date of the meeting at Step II in the event no decision has been rendered. Said appeal may be taken by filing a written request therefore with the City Manager. The City Manager shall notify the aggrieved party and the Association if he deems it necessary to meet with them. If a meeting is not held, the City Manager shall render a decision in writing within 15 days. If a meeting is held, the City Manager shall render a decision in writing within 10 days from the meeting.
- d. STEP IV
  - 1) If the grievance remains unresolved at the conclusion of Step III, the grievance may be submitted by:
    - a. the aggrieved party, the Association or the Employer, for binding arbitration, under 2), 3), 4) and 5) below, provided that written notice of

the request for submission is delivered to the opposing party within twenty (20) days of the decision at Step III or within thirty (30) days of the date of the Step III meeting in the event no decision has been rendered, or

- b. the employee, to the Police Commission, pursuant to Montana Code Ann. 7-32-4155 and 7-32-4164, provided that written notice of the request for submission is delivered to the opposing party within twenty (20) days of the decision at Step III or within thirty (30) days of the date of the Step III meeting in the event no decision has been rendered.
- 2) If the parties cannot agree as to an arbitrator within seven (7) days from the date of notification that arbitration will be pursued, the Board of Personnel Appeals shall be called upon to submit a list of five (5) names of arbitrators. Within seven (7) days of the receipt of the list, the parties shall select an arbitrator by striking two names from the list in alternate order, with the charging party striking first, and the name thus remaining shall be forwarded to the Board of Personnel Appeals. The Board of Personnel Appeals shall notify the arbitrator of his selection. The date of the arbitration hearing shall be arranged by the arbitrator in consultation with the Employer and the Association. Within thirty (30) days of the date the hearing is closed, the arbitrator shall make an award unless other time limits are required of the arbitrator.
  - 3) Rules of procedure to govern the hearing shall be fixed by the arbitrator, and the award, when signed by the arbitrator and submitted to the Association and to the Employer within the prescribed time limits, shall be final and binding and shall be subject to rulings in a court of competent jurisdiction.
  - 4) The arbitrator shall have no power to add to, subtract from, or alter or vary in any manner the express terms of this Agreement, nor imply any restriction or burden against either party that has not been assumed in this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted by the parties and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to render any decision which is contrary to or inconsistent with or which modifies or varies in any way applicable rules, laws or regulations, except to the extent that this Agreement supersedes any such rule, law or regulation. No single monetary award by the arbitrator shall exceed the sum of Five Hundred Dollars (\$500.00) and no collective monetary award by the arbitrator shall exceed the sum of One Thousand Five Hundred Dollars (\$1,500.00), except any such award related to required, essential uniform items damaged or destroyed in the performance of necessary services while on duty. The arbitrator shall in no way comment on the amount of award except to specify the amount.
  - 5) The fees and expenses of the arbitrator shall be shared jointly and equally by the Association and the Employer. Neither party shall be required to pay any part of the cost of a stenographic record without its consent.

## 21.6 MISCELLANEOUS

- a. The aggrieved party and his immediate supervisor may agree in writing that Step I of the procedure may be bypassed and the grievance be processed at Step II.
- b. Grievance meetings and hearings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When scheduled meetings or hearings are held during regularly scheduled duty hours, persons required to participate in the meeting or hearing shall be excused without loss of pay or other benefits.
- c. Reprisals shall not be taken against any person by reason of participation in the grievance process.
- d. Except such matters as would otherwise constitute a part thereof, all documents, communications, and records dealing with the processing of a grievance will be filed separately from the official personnel files of the participants and shall be treated as confidential material. These materials shall not be reviewed for decisions regarding reemployment, promotion, assignment or transfer.
- e. The established grievance procedure shall be utilized to resolve grievances, except for alleged violations of FMLA, ADA, or State or Federal provisions which shall be addressed through the appropriate State or Federal agencies or through the Police Commission, if elected by the employee.
- f. Any claim or grievance filed prior to the expiration of this Agreement shall be processed through the grievance procedure until resolution.
- g. At any stage of the grievance process, the GFPPA, employee and/or the Employer may attempt to mutually settle or resolve the grievance.
- h. Parties may extend the deadline of any step in the grievance process if mutually agreed upon prior to the completion of the step.

## **ARTICLE 22 - PHYSICAL EXAMINATIONS**

### 22.1 REQUESTS BY THE EMPLOYER

If the Employer requests a mental or physical examination from a medical provider to determine job fitness, the employee will be provided an examination at no cost to the employee.

## **ARTICLE 23 - WELLNESS PROGRAM**

- 23.1 The Employer and the Association recognize the importance of maintaining health in three areas: Physical Fitness, Physical Health and Mental Health. The Employer and the Association have developed a Wellness Program in order to promote and recognize an

employee's healthy lifestyle and encourage all of their members to participate in this voluntary program.

Participating employees will receive paid time off for successful completion of the outlined areas. The incentives for the program are: one (1) completed section results in one-half (½) day paid leave, two (2) completed sections results in an additional one-half (½) day paid leave, and if all three (3) sections are successfully completed an additional one (1) day leave will be awarded, not to exceed two full shifts regardless of the shift worked or bureau assigned to when all three are completed. The hours accrued cannot be exchanged in lieu of money and cannot be carried over to the next fiscal year. Accruals will be based on a fiscal year. Accrued time must be taken in either one-half (½) or full-day increments.

#### **ARTICLE 24 - DRUG AND ALCOHOL TESTING**

- 24.1 The Employer and the Association recognize illegal drug usage, misuse of legally prescribed prescription drugs, and misuse of alcohol are threats to the public safety and welfare and to the employees of the Great Falls Police Department. The Employer and the Association agree to promote the health, safety, and welfare of its employees and the community by maintaining an alcohol and drug-free workplace.
- 24.2 The Employer and the Association developed and implemented a Drug and Alcohol Testing Program through the Great Falls Police Department Labor-Management Committee, the terms of which are incorporated in this Agreement as is fully set forth herein.

#### **ARTICLE 25 - UNIFORM PAY**

A one-time \$500 payment for required uniform pay for assigned positions. The payment will be paid as soon as reasonably possible after the ratification of the CBA by the City Commission.

#### **ARTICLE 26 - SAVINGS CLAUSE**

Should any Article, section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article, section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated Article, section or portion thereof.

#### **ARTICLE 27 - MISCELLANEOUS**

##### **27.1 AGREEMENT AND STANDARDS**

- a. This Agreement constitutes the full and complete agreement between the parties.
- b. Mutually recognized benefits now received by employees not covered by the terms of this Agreement or in excess of the minimums set forth herein shall remain in full force and effect, except in the event that the continuation is beyond the power and authority of the Employer.
- c. No employee shall be bound by any provision, rule, regulation, express or implied,

except as written in this Agreement or other written policy of the Employer, or by action of the Legislature of the State of Montana.

27.2 MONTANA STATE LAW

The parties hereto recognize that the Police Department of the City of Great Falls is subject to the laws of the State of Montana that pertain to police departments in cities of the first and second class. In the event that this Agreement conflicts with the laws of the State of Montana, that portion of the Agreement shall be null and void and without effect.

27.3 LABOR - MANAGEMENT COMMITTEE

A Labor-Management Committee shall be formed and consist of four (4) members from the Association and four (4) from the GFPD Administration. The Committee will meet on a quarterly basis or more often as needed. Any subject of concern to either the Association or the Employer may be presented to this Committee.

- a. The City Manager may adopt procedures as part of the Rules and Regulations of the Police Department after review and consideration by the Labor-Management Committee, except that such procedures shall be subject to the terms and conditions of this Agreement.

27.4 DISTRIBUTION

This Agreement shall be printed at the expense of the Employer and six (6) copies thereof shall be delivered to the Association within thirty (30) calendar days of ratification by the parties. Furthermore, a PDF and Word format copy of the ratified Agreement shall be electronically submitted (email) to the PPA President.

**ARTICLE 28 -TERMS, AMENDMENTS AND  
MODIFICATION OF BASIC AGREEMENT**

28.1 TERM

This Agreement shall be effective as of July 1, 2023, and shall remain in full force and effect until the 30th day of June, 2025.

28.2 REOPENING

This Agreement shall be automatically renewed and will continue in full force and effect for an additional period of one (1) year unless either party hereto shall notify the other in writing, no later than May 1, 2025, of its desire to amend, modify, supplement, or add to any provisions of this Agreement and to negotiate over the terms thereof. In such event bargaining shall commence no later than June 1, 2025.