

RESOLUTION NO. 4649

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

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

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

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

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14TH DAY OF OCTOBER, 2025.

Dwayne Andrews, Mayor

ATTEST:

Mary Rowe, City Clerk

ARTICLE 1 -- RECOGNITION

A. Recognition of Exclusive Representative:

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

Commented [HN1]: Language from 2024 MOU bringing admin position fully into the bargaining unit

B. Union Leave and Communications:

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

ARTICLE 2 - CITY RIGHTS

A. **Inherent Managerial Rights:** The exclusive representative recognizes that the City is not required to and is not permitted to meet and negotiate on matters of managerial prerogative, which include but are not limited to the following: directing employees; hiring, promoting, transferring, assigning and retaining employees; relieving employees from duties because of lack of work or funds or under conditions where continuations of such work be inefficient and non-productive; maintaining the efficiency of government operations; determining the efficiency of government operations; determining the methods, means, job classifications, and personnel by which government operations are to be conducted; taking whatever actions may be necessary to carry out the missions of the Police Department in situations of emergency; and establishing the methods and processes by which work is performed. The exclusive representative further agrees that all management rights, functions and prerogatives, not expressly delegated in the Agreement, and are reserved to the City.

B. **Effect of Laws, Rules and Regulations:** The parties recognize that all employees covered by this Agreement shall perform the duties and services prescribed by the City. The parties also recognize the right, obligation and duty of the City Council and its duly designated officials to promulgate rules, regulations, directives, and orders so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the City, all employees covered by the Agreement and all provisions of this Agreement are subject to the laws of the State of Montana, Federal Laws, and valid rules, regulations and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

C. **Law Enforcement:** The Police Department is subject to the regulations of the Montana Code Annotated (MCA), Chapter 32, Title 7 Part 41 Municipal Police Force. Should any provision of this Agreement be

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

ARTICLE 3 - UNION SECURITY, RIGHTS AND PROHIBITIONS

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

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

ARTICLE 4 - PROHIBITED PRACTICES

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

ARTICLE 5 - HOURS OF WORK AND OVERTIME

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

- 1. *Work Day:*

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

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

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

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

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

term circumstances. Long term shall be defined as more than one week. If overtime is required to cover a shorted shift, to the extent practical the most senior Officer shall be given the right of first refusal. Sergeants will schedule Patrol Officers.

~~b. a. Requests for time off outside of the November bid shall be made with at least two-week's notice to management. Time off requests outside of the November bid may be bumped by seniority on the calendar within a reasonable amount of time, at management's discretion.~~

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

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

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

C. Dispatchers:

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

Day Shift:	7:00 a.m. to 7:00 p.m.
Night Shift:	7:00 p.m. to 7:00 a.m.
Mid Shift :	11:00 a.m. to 9:00 p.m.

2. Shifts will be bid by seniority every 3 months.
3. The shifts will consist of the following:
- a. Day Shift 1/Night Shift 1
 - i. Week 1 & 3: (3) twelve hour shifts on Monday, Tuesday and Saturday and one (8) hour shift on Friday.
 - ii. Week 2 & 4: (3) twelve hour shifts on Sunday, Wednesday and Thursday
 - b. Day Shift 2/Night Shift 2
 - i. Week 1 & 3: (3) twelve hour shifts on Sunday, Wednesday and Thursday
 - ii. Week 2 & 4: (3) twelve hour shifts on Monday, Tuesday and Saturday and one (8)

hour shift on Friday

c. Mid-Shift (overlap): Monday – Thursday (10) hour shifts 11:00 a.m. – 9:00 p.m.

4. If a vacancy were to occur during a rotation, shift bidding by seniority would need to take place to cover the vacancy for the remainder of the quarter.
5. *Other Schedules:* By mutual agreement in writing and initialed, the City may implement alternate work schedules for Dispatchers.

D. Civilian Employees:

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

E. Overtime:

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

- b. *Compensatory Rate:* One hour of what would otherwise be overtime will be credited as one and on-half hours of compensatory time.
- c. *Compensatory Use:* Employees may use compensatory time credits with the advance permission of the City, which use may be denied if the employee's absence would create an undue burden.
- d. An employee may carry any or all compensatory time credits until the time he/she separates from the City, at which time all compensatory time hours shall be cashed out at the employee's rate of pay at the time of separation. The City may credit to compensatory time any time which would otherwise be overtime when such time is earned as a result of training.

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

5. *Records:* Each employee is responsible to submit reports, statements, etc., concerning an event during his/her previous tour of duty.

F. **Minimum Call Back:** When an employee is called back to work and such is not connected to the beginning or end of the employee's regular shift, all work performed during such period shall be at time and one-half the employee's regular rate and shall be for a period of not less than two hours. All work assigned during such period shall be related to the particular purpose of the call back.

ARTICLE 6 – SALARIES

A. **Wage/Salary Schedule:** Compensation to be paid by the City to the employees in the bargaining unit during the period of this Agreement, subject to the expressed provisions of Article 17 of this Agreement, are set forth in Addendum "A" attached hereto and by reference made part of this Agreement. The City agrees to deduct the following items from the paycheck of each employee:

- a. Federal Income Tax
- b. State Income Tax
- c. Union Dues
- d. Savings Bonds, Credit Union Deductions, etc. (optional by each employee)
- e. Police Pension
- f. Health Insurance

B. **Shift Supervisors:** When a shift is assigned two or more Officers, one shall be designated the Shift Commander. An Officer under the rank of Sergeant who is so designated shall be compensated as if he/she had attained the rank of Sergeant for the period of such designation.

~~B. **Sole Officer:** When an Officer under the rank of Sergeant works as the sole line Officer, he/she shall be compensated the difference between his/her regular pay and what he/she would have been paid if he/she had attained the rank of Sergeant.~~

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~~D.C.~~ **Pay Periods:** When agreed by all other bargaining units, the City may change the pay periods to begin at 12:00 midnight on a Friday and ending two calendar weeks later. Except in the case of an emergency, pay checks covering such period shall be issued not later than the Wednesday following each pay period.

ARTICLE 7 - LEAVES OF ABSENCE

A. Sick Leave:

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

B. Annual Vacation:

1. Vacation shall be accrued in accordance with Sections 2-18-611 through Section 2-18-617, MCA
2. Vacations shall be arranged or be caused to be arranged in accordance with Montana Codes Annotated 2-18-616. Vacation time of employees not covered by this Agreement shall not affect this schedule.

3. Vacation time may be taken on a split-vacation basis. If the City approves a split vacation for a senior employee, no employee holding less seniority shall suffer the loss of his/her first choice because of the second half of the senior employee's vacation choice.
4. Vacations must be approved by the Chief of Police considering the necessity to maintain sufficient workers in the Department to meet the needs of the public.
5. Vacation bidding for Police Officers for the following calendar year will begin as soon as shift bidding for the year has been completed as stated in Article 5, Section b of this agreement. Vacation will be bid in rounds by seniority.
6. Vacations for dispatchers shall be arranged by the Dispatch Supervisor in accordance with Article 7, Section B, subsections 1-2 of this agreement. Any conflict in vacation requests shall be resolved by seniority. Any vacation granted during the Annual Bid Process cannot be bumped later by seniority.
7. Vacations for all other employees, not covered in Subsection 5-6 shall be determined by the Chief of Police in accordance with Article 7, Section B, subsection 1-3 of this agreement.

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

D. Medical Leave:

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

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

F. **Military Leave:** Any permanent employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps for forces of the United States Army, Navy, Marine Corps, Air Force or Coast Guard shall be granted leave of absence with pay for attending regular encampments, training cruises, or similar training programs, not to exceed 15 working days per calendar year under military order properly issued by military authorities. Such absences shall not be charged against other leave credits earned by the employee. To qualify for military leave, an employee must have been employed by the City for a period of six months.

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

H. **Personal Leave:** The City will grant requests for annual leave when the expressed purpose is to take care of personal business when such requests are made at least five calendar days in advance except in cases of an emergency. Use of such leave shall be limited to one person per shift and unless the grant would create an undue burden on the Department. The grant of this leave shall not affect an already established annual leave schedule of another employee.

I. **Educational Leave:** Upon prior written approval and in accordance with Department policy, an employee may attend not more than 50 hours of classes per quarter or 200 hours of classes per year, while on duty without a loss in pay or benefits. The Chief may require the employee to carry and monitor a police radio and be subject to call, and may deny such a request if in the Chiefs opinion it would be detrimental to the performance and/or productivity of the Department.

J. **Family and Medical Leave:** When an eligible employee is on leave which qualifies under the Family and Medical Leave Act, such leave shall be deemed initiated and sick leave shall be applied when applicable.

K. Records of Leaves:

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

ARTICLE 8 – HOLIDAYS

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

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

The Montana Legislature may establish other holidays.

B. **Holiday Pay:** Employees required to work on the above listed holidays shall receive an additional one and one-half times their regular rate of pay set forth in Addendum "A".

C. **Holidays on Regular Days Off:** If one of the above listed holidays should fall on an employee's regular scheduled day off, said employee shall receive hours based on their regularly scheduled hours of

compensatory time to be added to an employee's total compensatory time, based on their normal work day schedule.

ARTICLE 9 - PHYSICAL FITNESS TESTING

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

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

ARTICLE 10 - SCHOOLS AND PISTOL QUALIFICATIONS

- A. **Pistol Qualifications:**
1. Police Officers will be expected to attend, as scheduled, the Department Semi-annual Pistol Qualifications.
 2. Officers will be scheduled for pistol qualifications while on-duty or off-duty. Officers off-duty who are required to report to pistol qualifications will be compensated at a rate of time and one-half the employee's rate of pay and shall be for a period of not less than two hours. Officer's off-duty may also elect to receive compensatory time for time spent qualifying in lieu of the time and one-half rate of pay. All officers will be required to qualify. Scores shall be kept by the firearms' instructor.
- B. **Schools and other trainings:**
1. The employees are free to attend and participate in all school and training sessions sanctioned by the Montana Law Enforcement Academy at which their attendance is ordered by the Chief of Police or his/her designate. Attendance at such schools shall not be required if such attendance would create an undue hardship on such employee; for example, a night shift employee being required to attend an all-day training session after coming off shift.

C. CPR Certification:

Employees are required as a condition of their employment to obtain and maintain a certificate attesting to the employee's ability to perform emergency Cardiopulmonary Resuscitation techniques. The employee's certification must be from the American Heart Association or comparable certificate approved by the Chief of the Department. In the event that an employee lets his/her CPR Certification expires, he/she will be given 30 days to renew the certification.

ARTICLE 11 – PERFORMANCE EVALUATIONS

Performance Evaluations: Evaluations shall be conducted by Sergeants or members of Command annually. Sergeants will not evaluate other Sergeants. The training must be mutually acceptable for both the City and the Collective Bargaining Unit.

ARTICLE 12 - EMPLOYEE FRINGE BENEFITS

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

1. The City shall provide the same insurance to respective employees of the Police Department as is provided to other employees employed by the City.
2. Health Insurance:
 - a. City's Contribution: The City will contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.

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

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

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

E. **Uniform Allowance:** There shall be paid on September 15 and March 15 each year, the following clothing allotment to each employee who wears a uniform in the conduct of his/her duties. Employees may request half of the uniform allowance immediately upon hire. If an employee elects this option, the City may withhold and retain a prorated amount of the advance uniform allowance from the employee's final paycheck.

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

F. **Cellphone Stipend:** If an officer requests a duty phone, the officer must provide the physical phone, and the Department shall provide pre-paid service cards for the phone.

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ARTICLE 13 - HEALTH AND SAFETY

- A. **Workers' Compensation Insurance Required:** The health and safety of employees shall be reasonably protected while in the service of the City. The City shall carry workers' compensation insurance on all employees. Employees are directed to report all personal injuries received in the course of employment. No employee shall be required to work with unsafe equipment, nor to work patrol without a firearm unless mutually agreed to the contrary.
- B. **Employee Losses:** When loss or damage is caused as a result of employment, the City will provide just compensation for destruction of uniforms, personal prosthetic devices, and management approved, required items upon the incident having been reported to the employee's immediate supervisor prior to the end of the shift during which the incident occurred and a claim being made to the City within 72 hours of the incident, and providing that such loss or damage was not due to the negligence of the employee.
- C. **Employee Injuries:** An employee injured in the line of duty may request investigation by the Worker's Compensation Division of the circumstances of the injury.
- D. **Bullet Proof Vests:** The Department will provide Police Officers bullet proof vests which are in accordance to underwriter recommendations.

ARTICLE 14 - NEW POSITIONS & PROMOTIONS

- A. **New Positions:** When a new position is created or a vacancy occurs in any existing position, the City will within seven working days post the vacancy internally for 10 working days. Thereafter, the vacancy must be posted on the City website and Montana Job Service. The position will be open continually until an appropriate, qualified candidate is found to fill the vacancy. The vacancy announcement shall contain the following information:
1. A listing of the principal duties of the position;
 2. Minimum qualifications;
 3. Current assigned hours of service;
 4. Current assigned days of rest;
 5. Salary range of the position;
 6. Starting date of the assignment;
 7. Last date when applications will be received and accepted;
 8. With whom the applications shall be filed.
- B. **Promotional Procedure:**
1. *Responsibility for Promotions:* The City shall first consider and give preference to the applications of current employees for open positions covered by this Agreement and shall base its decision on the applicants' abilities, experience, performance evaluations and seniority. The City shall in its sole discretion assess the applicants' abilities and experience relevant to the requirements of the position. Vacancies shall be filled within 30 calendar days from the end of the posting period, unless the City finds it necessary to re-advertise the position, in which case the vacancy will be filled as soon as possible thereafter.
 2. *Promotional Procedures:* Applications received by members of the bargaining unit will be given consideration before reviewing the applications from external candidates. Promotions will be based on

a point system when two or more current bargaining unit members are being considered for a promotion. The person with the greatest number of points will rate the highest score regarding the position open at that time. The composite score will be derived from the following categories:

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

Total	100 pts
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3. *Promotional Authority:* The Mayor shall select an applicant based on Section 8(1), above, and recommend that candidate to the City Council, which shall then consider and act on the recommendation in accordance with the Council's procedures.
4. *Reasons and Appeal:* If an employee who applies for a bargaining unit position is not selected, the City will, upon request by that employee, furnish the reason in writing. An employee who disagrees with the reasons may grieve under the provisions of Article 15.

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

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

D. **Hiring Committee:** During hiring committees for patrol or dispatch, a Union member who is on duty may attend as an ex-officio (non-voting) member. If the member is off duty the time is uncompensated union business.

ARTICLE 15 -SENIORITY, LAYOFF AND RECALL

A. **Seniority:**

1. *Definitions:*

- a. Sworn Officers: Seniority begins from the last date of hire with the City as a sworn officer, and is recognized after the Officer satisfies his/her probationary period.
- b. Civilian Employees: Seniority begins from the last date of hire with the City, and is recognized after the employee satisfies his/her probationary period. All Civilian employees who were employed by the City before July 1, 1986, shall have that date as their seniority date.

2. *Seniority Roster:* The City shall, on or about January 1 of each year, post a seniority roster showing the seniority date for each employee. An employee who disagrees with the information posted may file a grievance. The resolution of or failure to file a grievance shall establish the information as valid from that point forward and in subsequent postings.

3. *Seniority Credits:*

- a. Continuing Accumulation: An employee shall continue to accrue seniority when on leaves with pay, military leave, and authorized leaves of absence without pay not in excess of 15 calendar days. An employee, who returns to the bargaining unit from a promotion within the Department, shall be deemed to have accumulated additional seniority during such promotion.
- b. Status Quo: An employee shall not accumulate, but shall not lose, already accumulated seniority credits when he/she is absent on an authorized leave of absence for in excess of 15 calendar days, is on layoff status, or is transferred out of the Department but still employed by the City.
- c. Loss of Credits: An employee's seniority credits shall be lost when he/she is terminated or resigns. Seniority credits shall also be lost when an employee is on layoff status for in excess of two calendar years from the date layoff began. Members that have left the Department or promoted out of the Collective Bargaining Unit, but have regained employment at a later date, shall request their longevity to be recognized by the union. It will only be granted through a Union majority vote.

- B. **Layoff:** In the event the City decides to reduce the number of employees within any classification, it shall lay off the employee within that classification who has the least seniority. Except in the case of an emergency, the City will give an employee subject to layoff a minimum of 21 calendar days advance notice.

- C. **Recall:** When there is an open position within the bargaining unit, the most senior individual on layoff status who has actually been employed in the open position shall be recalled, unless that employee was removed by the City for performance reasons, in which case the next senior employee shall be recalled. The City shall issue a recall notice by certified, return receipt letter to the employee's last-known address. The recalled employee will, not later than 10 calendar days from the mailing of the notice by the City, notify the City in writing of his/her intent to return to work. Should the recalled employee fail to issue such notification, or should the employee fail to return to work at the time specified by the City, the employee shall be deemed to have resigned his/her position. In the event an individual was placed on layoff from a full-time position, he/she may decline recall to a part-time position without being deemed to have resigned or losing his/her rights to recall except as specified in A(3)(c), above.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

- A. **Supervisory Authority:** In accordance with Title 7, Chapter 32, Part 4103, MCA the Mayor, or the Chief of Police with the concurrence of the Mayor, shall have the power in all cases to suspend an employee for disciplinary purposes, with or without pay, and to otherwise discipline or discharge employees.
- B. **Investigatory Suspension:** When employees are suspended during investigations, such shall be deemed a reassignment of duties with pay.
- C. **Appeal:** Should a non-probationary employee believe that he/she has been disciplined or discharged for other than good cause per 39-31-303(5), MCA, he/she may appeal such action under the time lines and in accordance with the rules and procedures of the contractual grievance/arbitration procedure contained herein. Police Officers may opt instead to appeal to the Miles City Police Commission and seek judicial review under the provisions of 7-32-4164, MCA, but the initiation of one of these appeal processes shall be deemed an irrevocable selection of that process to the exclusion of the other.
- D. **Personnel Files:** An employee may view and obtain one copy of anything in his/her official personnel file except confidential letters of recommendation. Only documents contained in the employee's official personnel file or documents which the employee has verified by his/her signature that he/she has read and/or received, can be used against the employee. A warning letter shall not remain a part of an employee's official personnel file for longer than two years unless it can be used to document an ongoing problem; however the City may weigh any past performance and discipline issue when considering the imposition of discipline or discharge.

ARTICLE 17-GRIEVANCE AND ARBITRATION PROCEDURES

- A. **Grievance:** An employee may file a grievance in accordance with the time limits established herein when he or she feels that a provision of this Agreement or City Policies and Procedures, has been violated or misapplied and after first attempting to resolve the matter informally with the immediate supervisor. An employee may be represented at any disciplinary meetings by a Bargaining Unit Representative. Grievances shall be filed and appealed in writing, with the filing of the grievance containing at least: name of grievance, date of grievance, contract or policies provision violated, narrative, and action or relief requested. Allegations of the violation of a statute or regulation shall be processed under the procedure provided by such statute or regulation, and not through this procedure.
- B. **Stewards & Grievance Committee:** Employees selected by the Union as Union representatives shall be known as "Stewards." The name of at least three employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the City by the local Union. The individuals so certified shall constitute the Union Grievance Committee. A Grievance Committee chairman shall be selected or elected by the Union members. Grievance Committee members may process grievances during working hours without loss of pay, with prior notice to the City. Union Representatives from the council or international level may be called in to assist any step during a grievance.
- C. **Time limits are critical.** Departure from the established procedure by the Union or any Union member shall automatically nullify recourse through the grievance procedure. Departure from the established procedure by the City at any step shall allow the grievant or the Union to process the grievance to the next step of the grievance procedure under the established time limits. Time limits may be modified by written mutual agreement between the City and Union.

D. Procedure:

Step 1 – When an employee and/or the Bargaining Unit cannot resolve the complaint informally, the employee and/or the Bargaining Unit shall bring the matter formally in writing to their Department Head/Managing Supervisor within ten (10) working days of the event giving rise to the grievance, or of the time the employee could reasonably expect to have knowledge of the event. The Supervisor shall provide the grievant with a written answer within ten (10) working days after the Step 1 grievance is submitted.

Before Step 2 may commence, the grievant must bring their grievance to Local ~~283A-283B~~ membership for a vote to continue the grievance.

Step 2 – If the Union is not satisfied with the Department Head/Managing Supervisor's disposition of the grievance, or the Department Head/Managing Supervisor fails to respond, the Union may vote to appeal the grievance to the Mayor or their designee within (10) working days from receipt of the response of the Department Head/Managing Supervisor, or if the Department Head/Managing Supervisor has not responded within the allotted time frame. The Mayor will review the disposition by the Department Head/Managing Supervisor and may hold a hearing with the Grievant/Union. The Mayor shall have ten (10) working days in which to issue a decision in writing to the Grievant with a copy to the Bargaining Unit.

Step 3 – If the Union is not satisfied with the decision of the Mayor, the grievance may be escalated to the City Council within five (5) working days of the receipt of the Mayor's decision. The City Council will hear the grievance at the next regular meeting for which the matter can be placed on the agenda. The City Council shall respond in writing to the Union no later than ten (10) working days following its next regular meeting.

Step 4 – If the Union is not satisfied with the City Council's decision, they may appeal to a Grievance Committee. The Union must notify the Mayor within three (3) business days of the receipt of the City Council's decision that they intend to appeal to the Grievance Committee.

The Grievance Committee shall constitute three members: one Union member, one Employer representative and a Mediator from the Montana Department of Labor and Industry, Board of Personnel Appeals, or if unavailable, a neutral third member agreed upon by both parties. The Grievance Committee for each grievance shall be formed and selected by random name draw. The Union and City shall each provide three names for their side of the draw. The Grievance Committee shall include only those members who have not had any active participation in the current grievance before the Grievance Committee.

The Grievant/Union President/their designee and the Mayor/their designee shall meet and form the Grievance Committee by random draw five (5) working days after Step 4 is initiated, with one Union name and one City name drawn. The Grievance Committee shall convene within ten (10) calendar days, or as soon as possible dependent on the mediator's schedule, and shall conduct a hearing where the Union and Employer may present their arguments and any documentary evidence as part of the record. The Grievance Committee shall render a written decision within fifteen (15) calendar days after the hearing. The Grievance Committee decision is final unless the Union or Employer elects to proceed to Step 5.

Step 5 – Either side may appeal the decision of the Grievance Committee to an impartial Arbitrator. Notice of the decision to appeal to an arbitrator must be made to the City Mayor within ten (10) working days of the receipt of the response from the Grievance Committee. The decision to arbitrate will be subject to the Bargaining Unit's Representation Policy and By Laws. Within ten (10) days after submission of a written request to arbitrate, a request for a list of seven potential Arbitrators will be made to the Montana Department of Labor, Board of Personnel Appeals jointly by the City and Union. Within ten (10) days of the receipt of the list, the parties shall then toss a coin to determine the order of striking names, and each party will alternately strike names from the list and the name remaining shall be the Arbitrator. The Union will notify the Board of Personnel Appeals of the name of the Arbitrator chosen.

The parties will work with the chosen Arbitrator to schedule a hearing date and manner of presentation.

It is mutually agreed that representatives of the Employer and the Union are the only proper parties to the arbitration proceedings, and the proceedings shall not be open to the public unless required to be an open meeting pursuant to law.

The Employer and the Union shall each bear their own attorney fees and expenses incurred through the arbitration. However, the party deemed unsuccessful, shall pay the cost of the Arbitrator.

The Arbitrator shall have no authority to alter, amend, or delete any Policy of the City or terms of this Agreement. There shall be no interest Arbitration. The Arbitrator shall render a decision within thirty (30) calendar days of any Hearing and such decision shall be final and binding on both the aggrieved employee, the Bargaining Unit, and the City.

The time limits, as specified in any of the above steps, may be extended by mutual consent of the parties.

Retaliation and Confidentiality: The City of Miles City does not tolerate any form of retaliation against employees availing themselves to this procedure. Information concerning employee grievances is confidential information and is to be discussed only with individuals involved in the investigation or on a need-to-know basis.

ARTICLE 18- MEET AND CONFER

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

and places in order to bargain.

ARTICLE 19 -SAVINGS CLAUSE

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

ARTICLE 20 – DURATION

- A. **Duration:** This Agreement shall become effective July 1, 2025~~3~~ or the date of final ratification, whichever comes later, and shall be considered in full force and effect through June 30, 2026~~5~~ and shall be considered as renewed from year to year thereafter, unless either party hereto gives written notice to the other that it desires to have the same modified or terminated. Such notice must be given at least 60 days before the expiration of this Agreement. If such notice is not given, then this Agreement shall be deemed renewed for a one-year period.
- B. **Effect:** This Agreement constitutes the full and complete agreement between the City and the Union. Any matter relating to the current contract, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless by mutual agreement of the parties.
- C. **Work Stoppage Prohibited:** It is understood that the services performed by the City's employees are essential to the public health, safety, and welfare of the community. The Union, therefore, no employee nor the Union will attempt to organize or engage in a work slow-down, picketing, strike or any other activity which reduces the level of work normally performed. Likewise, the City agrees that during the term of this Agreement, there shall be no lockouts of the employees.

For the City of Miles City

For AFSCME COUNCIL No. 9

Date ratified: _____

Date ratified: _____

Mayor

Executive Director/Field Representative

President, Local 283-B

ADDENDUM "A"

A. Police Officers:

I. Wage Schedule:

a. ~~Effective July 1, 2023~~ ~~2025~~

Base Rates	Low	High	Months of Experience	Longevity
Patrol	\$ 24.08	\$ 24.78	0-36	13-37 Months \$.07/hr
Senior Patrol	\$ 24.79	\$ 25.18	37-60	49 Months 5%
Master Patrol 1	\$ 25.19	\$ 25.61	61-96	61-120 Months 1%
Master Patrol 2	\$ 25.62	\$ 26.03	97-120	121-241 Months 0.5%
Master Patrol 3	\$ 26.04	\$ 26.45	121-241	
Sergeant	\$ 26.46	\$ 30.82	Requires Appointment	

All Longevity Increases are calculated off the Base Rate

See Contract For Longevity Language

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ba. Effective July 1, 20242025

Base Rates	Low	High	Months of Experience	Longevity	
Patrol	\$ 23.62	\$ 24.31	0-36	13-27 Months	\$.07/hr
Senior Patrol	\$ 24.32	\$ 24.70	37-60	49 Months	5%
Master Patrol 1	\$ 24.71	\$ 25.12	61-96	61-120 Months	1%
Master Patrol 2	\$ 25.13	\$ 25.53	97-120	121-241 Months	1%
Master Patrol 3	\$ 25.54	\$ 25.95	121-241		
Sergeant	\$ 25.96	\$ 30.23	Requires Appointment		
All Longevity Increases are calculated off the Base Rate					
See Contract For Longevity Language					

2. **Rank:**

- a. Following the successful completion of the probation period, an Officer will transition to the rank of "Patrol" and shall be paid under that column.
- b. Following 36 months of employment, the Officer will transition to the rank of "Senior Patrol" and shall be paid under that column.
- c. Following 60 months of employment, the Officer will transition to the rank of "Master Patrol 1" and shall be paid under that column.
- d. Following 96 months of employment, the Officer will transition to the rank of "Master Patrol 2" and shall be paid under that column.
- e. Following 120 months of employment, the Officer will transition to the rank of "Master Patrol 3" and shall be paid under that column.

- f. The City may promote an Officer to a higher rank in accordance with Article 12 of this Agreement.
 - g. **Previous Experience:** The City may recognize some or all of the previous experience of an employee hired from outside the bargaining unit by placing such an individual at any cell of the Probation column. The City may place an employee returning to the bargaining unit within two calendar years of his or her voluntary resignation on any cell of the wage schedule. When individuals who were initially placed at such higher steps of the schedule advance to subsequent columns, they will transition to the next columns in accordance with their years of service.
- 2. **Longevity:** In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service through the 48th month of employment. Starting on the 49th month of service and continuing through the end of the 60th month, a longevity increase of 5% will be given for the entirety of those 12 months of service. Beginning with the 61st month of service an additional increase of 1% longevity will be given annually through the 241st month of service.
 - 3. **Shift Differential:** Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional \$.75 per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional \$1.00 an hour in addition to other salary payment.
 - 4. **Emergency Medical Technician:** The following schedule is added to the wage and salary addendum:
 - a. Emergency Medical Responder (EMR) Certification:\$20.00 per month
 - b. Emergency Medical Technician (EMT): \$50.00 per month
 - 5. **Physical Fitness Allowance:** The City will contribute up to \$240 each year toward each employee's membership or use of an athletic association or education facility which has been approved by the Chief based on the program's compatibility with the Department's physical fitness standards. Each employee will furnish evidence of attendance in order for the contribution to continue.
 - 6. **Drug Task Force:** An Officer assigned to the Regional Drug Task Force shall receive an additional \$1.00 per hour for all hours worked in that assignment.
 - 7. **Shift Supervisors:** When a shift is assigned two or more Officers, the Officer with the most seniority shall be designated the Shift Commander. An Officer under the rank of Sergeant who is so designated shall be compensated as if he/she had attained the rank of Sergeant for the period of such designation.

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

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

B. Dispatch and Animal Control:

1. Dispatch Wage Schedule :

a. ~~Effective July 1, 2023~~

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Base Rates	Low	High	Months of Experience	Longevity
Dispatch Step 1	\$ 21.00	\$ 22.34	0-36	13-37 Months \$.07/hr
Dispatch 1 - Step 2	\$ 22.33	\$ 22.68	37-60	49 Months 5%
Dispatch 2 - Step 3	\$ 22.69	\$ 23.67	61-96	61-120 Months 1%
Dispatch 3 - Step 4	\$ 23.68	\$ 28.80	97-120	121-241 Months 0.5%

All Longevity Increases are calculated off the Base Rate

See Contract For Longevity Language

b. ~~Effective July 1, 2024~~2025

Base Rates	Low	High	Months of Experience	Longevity
Dispatch Step 1	\$ 20.60	\$ 21.92	0-36	13-27 Months \$.07/hr
Dispatch 1 - Step 2	\$ 21.91	\$ 22.25	37-60	49 Months 5%
Dispatch 2 - Step 3	\$ 22.26	\$ 23.22	61-96	61-120 Months 1%
Dispatch 3 - Step 4	\$ 23.23	\$ 28.25	97-120	121-241 Months 1%

All Longevity Increases are calculated off the Base Rate

See Contract For Longevity Language

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2. Animal Control Wage Schedule :

a. ~~Effective July 1, 2023~~

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Base Rates	Low	High	Months of Experience	Longevity
Animal Control	\$ 21.23	\$ 21.46	0-36	13-37 Months \$.07/hr
Animal Control 1	\$ 21.47	\$ 22.07	37-60	49 Months 5%
Animal Control 2	\$ 22.08	\$ 22.68	61-96	61-120 Months 1%
Animal Control 3	\$ 22.69	\$ 24.15	97-120	121-241 Months 0.5%

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All Longevity Increases are calculated off the Base Rate
See Contract For Longevity Language

ba. Effective July 1, 2024

Base Rates	Low	High	Months of Experience	Longevity
Animal Control	\$ 20.83	\$ 21.05	0-36	13-27 Months \$.07/hr
Animal Control 1	\$ 21.06	\$ 21.65	37-60	49 Months 5%
Animal Control 2	\$ 21.66	\$ 22.25	61-96	61-120 Months 1%
Animal Control 3	\$ 22.26	\$ 24.17	97-120	121-241 Months 1%

All Longevity Increases are calculated off the Base Rate
See Contract For Longevity Language

3. Police Department Office Staff & Clerical:

a. Effective July 1, 2025

Base Rates	Low	High		Longevity	
Office	19.42	20.21		13-27 Months	\$.07/hr
				49 Months	5%
				61-120 Months	1%
				121-241 Months	1%

All Longevity Increases are calculated off the Base Rate.
See Contract for Longevity Language.

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34. A Dispatcher shall not pass out of probation until he or she successfully completes the Montana Law Enforcement Academy 911 Basic Telecommunications Course 56-hour course and obtains certification as a CJIN/NCIC operator. An Animal Control Officer shall pass out of probation after one year of employment

45. **Longevity:** In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service up to five years. Beginning on the fifth year of service (49th month) a longevity increase of 5% will be given for the fifth year and only the fifth year of service (12 months). Beginning with the sixth year of service (61st month) an increase of 1% longevity increase will be given annually through the twentieth year of service. Beginning in the 11th year of service (121st month) through the twentieth year of service an increase of 0.5% longevity will be given.

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56. **Shift Differential:** Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional \$0.75 per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional \$1.00 an hour in addition to other salary payment.

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67. Following the successful completion of the probation period, an employee will transition to the rank of "Confirmed" and shall be paid under that column.

78. Following 36 months of employment, the employee will transition to the rank of "Dispatcher 1" or "Animal Control 1", and shall be paid under that column. In order to receive this and subsequent promotions, a Dispatcher must have successfully completed the Emergency Medical Dispatch (EMD) 24-hour course.

89. Following 60 months of employment, the employee will transition to the rank of "Dispatcher 2" or "Animal Control 2" and shall be paid under that column.

910. Following 96 months of employment, the employee will transition to the rank of "Dispatcher 3" or "Animal Control 3" and shall be paid under the column.

4411. A Dispatcher who is assigned additional duties as a result of being CJIN/TAC certified shall receive a stipend as follows:

TAC 1	\$1.00/hour
TAC 2	\$0.75/hour
TAC 3 (or further as assigned by management)	\$0.35/hour
PIO	\$0.25/hour
Muckers	\$0.25/hour

If a second Dispatcher is assigned as an alternate CJIN/TAC the two will share the stipend.

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

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13. **Physical Fitness Allowance:** The City will contribute up to \$240 each year toward each employee's membership or use of an athletic association or education facility which has been approved by the Chief based on the program's compatibility with the Department's physical fitness standards. Each employee will furnish evidence of attendance in order for the contribution to continue.

C. Recognition for Training and Education:

1. An employee who presents acceptable evidence of attaining one of the following training levels shall be recognized by payment for the highest level attained:
 - a. POST Intermediate \$25.00 each month
 - b. POST Advanced \$50.00 each month
 - c. *Animal Control 1 \$25.00 each month
 - d. *Animal Control 2 \$50.00 each month

*Animal Control certification is received through a nationally accredited animal control training program, approved by the Chief of Police.
2. An employee who presents acceptable evidence of attaining a Bachelor's Degree in a law enforcement field shall be recognized by payment of \$50 each month.