

COLLECTIVE BARGAINING AGREEMENT

Fiscal Years 2022 through 2024
(July 1, 2021 through June 30, 2024)

Between
CITY OF BOZEMAN
and
**BOZEMAN POLICE
PROTECTIVE ASSOCIATION**

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AGREEMENT

This Agreement is made and entered into this 1st day of July 2021, between THE CITY OF BOZEMAN, MONTANA, a municipal corporation, hereinafter referred to as "Employer", and THE BOZEMAN POLICE PROTECTIVE ASSOCIATION, hereinafter referred to as "Association", collectively referred to as "parties". Witnessed, the parties mutually acknowledge and agree:

ARTICLE 1 - PURPOSE

This Agreement is made to achieve and maintain harmonious and equitable relationships between Employer and Association, to set forth agreements between Employer and Association concerning conditions of employment, and to provide for peaceful and fair resolution of differences which may arise between Employer and Association.

ARTICLE 2 - APPLICABLE LAW

This Agreement is subject to the terms of the Montana Collective Bargaining for Public Employees Act, M.C.A., Section 39-31-101, et seq., and the Metropolitan Police Law, Title 7, Chapter 32, Parts 2 and 41, M.C.A. Should any provision of this Agreement be in conflict with either of said acts or any other law of the State of Montana, the law of the State shall prevail.

The Employer will insure that vacancies and promotions are filled following the procedures outlined in the Employer's Employee Handbook, including but not limited to appropriate posting of vacancies and the use of job-related, pre-determined selection criteria.

The parties agree that they will not discriminate against any Association member or applicant for employment because of race, color, religion, creed, sex, age, marital status, national origin, political ideas, or on the basis of perceived or actual disability, sexual orientation or gender identity, or Association affiliation. This relates to all aspects of employment and to the use of all facilities and participation in all Employer-sponsored activities. This does not preclude discrimination based on bona fide occupational qualifications or other recognized exceptions under the law.

ARTICLE 3 - RECOGNITION

Employer recognizes the Association as the exclusive bargaining agent for all full-time police officers of the City of Bozeman at and below the rank of Sergeant. New full-time police officers of the City of Bozeman shall be entitled to the benefits of this Agreement upon employment with the City of Bozeman.

ARTICLE 4 - MINIMUM STANDARDS

This Agreement is intended to set forth only minimum standards of benefits to the Association. The Employer may increase any benefit within or beyond the scope of this Agreement without further negotiations with the Association.

ARTICLE 5 - HOURS OF WORK & OVERTIME

A. **Duty Day:**

1. Each ten (10)-hour duty day shall consist of:
 - a. One ten (10)-hour shift, including briefings
 - b. One forty (40)-minute meal break
 - c. Two twenty (20)-minute breaks

B. **Work Week:**

1. The work week shall be a seven (7) day period beginning on dayshift Sunday and continuing through nightshift Saturday.
2. The work week shall be four (4) ten (10) hour days with three (3) consecutive days off.

C. **Regularly Scheduled Shifts:**

1. The Bozeman Police Department recognizes five (5) regularly scheduled shifts:
 - a. Patrol Day-Shift (7:00 a.m. – 5:00 p.m.)
 - b. Patrol Afternoon-Shift (11:00 a.m. – 09:00 p.m.)
 - c. Patrol Mid-Shift (5:00 p.m. – 3:00 a.m.)
 - d. Patrol Night-Shift (9:00 p.m. – 7:00 a.m.)
 - e. Non-Patrol Day-Shift (7:00 a.m. – 5:00 p.m.)
2. Alternative shift(s) as agreed upon by the Association and Employer. Alternative shifts may impact Article 5, Sections A, B, C, and F and will be agreed upon in writing.
3. The regularly scheduled shift may be modified for individual Association members for a specified period where there is a demonstrated need. Such modified work schedule must be approved by the Police Chief, or designee, and the Association member, and shall not be precedent setting.
4. The Employer may move an Association member on probation between regularly scheduled shifts to enhance individual training and development without approval of the Association or the Association member.

D. **School Resource Officer Shifts:**

1. To ensure, to the extent possible, that School Resource Officers (SROs) are available during regular school and/or activity hours, the following shall apply to Association members assigned as SROs:
 - a. Alternative shifts for SROs. SROs will be assigned a work schedule of five (5) days per week, Monday through Friday, nine (9) hours per duty day including one (1) hour of overtime when the full shift is worked. The shift will be 7:30 a.m. – 4:30 p.m.

- b. Overtime. SROs shall be provided compensatory time at time and one half for hours worked over eight (8) hours per duty day.
- c. Holidays. SROs will be granted special holiday leave for all contract holidays when, according to the school calendar, there are no classes scheduled. SROs will not be scheduled to work in the schools during the Thanksgiving break, winter break, or spring break as designated on the school calendar. During these breaks, SROs shall, at the discretion of the Police Chief, or designee, either:
 - i. Use accrued compensatory or vacation time to cover the weekdays that are not City-recognized holidays; or,
 - ii. Work weekdays that are not City-recognized holidays; or,
 - iii. Work a patrol shift.
- d. Pupil-Instruction-Related days. There are days designated as “PIR Days” and “P/T Conference” days during the school year. If the SROs are not providing training to the District on these days, SROs shall, at the discretion of the Police Chief, or designee, either:
 - i. Be assigned to work at another school, provided that school has classes and is not being covered by the assigned SRO otherwise; or,
 - ii. Use accrued compensatory or vacation time to cover the days; or,
 - iii. Work a patrol shift.
- e. Compensatory time. The accrual period for compensatory time will begin the day school begins as designated on the school calendar and end one (1) year after that date. The maximum compensatory time balance that may be carried over from one (1) school year to the next school year is 225 hours. SROs are encouraged to be in school when school is in session. If an SRO leaves the program, the accrual period for purposes of calculating the maximum accrual balance of 225 hours will end on December 31st of that calendar year.
- f. Training. SROs are responsible for maintaining certifications and completing department-required training both during and outside of the school year.
- g. Any SRO not willing to agree to the terms of this agreement will be reassigned by the Employer where needed.
- h. Term. This agreement will be in effect according to the schools’ official academic calendar. The Employer, at its sole discretion, can modify or terminate this section and return to the traditional SRO schedule.

E. Seniority:

- 1. A seniority list will be maintained by the Employer.

2. An Association member's seniority will be based on date of hire. If more than one Association member is hired on the same date, seniority is based on ranking as determined by the Police Chief at the time of hiring.
3. A Sergeant's seniority will be based on date of promotion and ranking in a promotion process.

F. Patrol Shift Bid:

1. Shifts for all association members will be posted for bid three (3) times a year no later than December 1st, April 1st, and August 1st.
2. Shifts will be bid based on the established seniority list.
3. The new schedule will begin in January, May, and September of each year and will be posted in advance.
4. The Association and Employer may change sections 1 through 3, if the Association and Employer agree. This agreement will remain in effect for a mutually agreed upon period of time between the Association and Employer.

G. Overtime:

Overtime shall be paid at the rate and upon the schedule listed below:

1. Time and one-half for over ten (10) hours per duty day;
2. Time and one-half for over forty (40) hours per workweek;
3. The Association member shall be paid the overtime rate of time and one-half for the entire period worked, with a minimum payment of three (3) hours of overtime when:
 - a. The Association member is scheduled or called into duty on their day off or outside their regularly scheduled shift;
 - b. The Association member is scheduled or called into work on a duty day, not immediately before or after the regularly scheduled shift;
 - c. The Association member is required to appear before any judicial body on their day off or outside their regularly scheduled shift. An Association member shall be entitled to receive the minimum payment provided by this section under the following circumstances:
 - i. The Association member follows the proper departmental check in procedures; and,
 - i. The Association member is not notified of a court appearance cancellation by 5:00 p.m. on the date before a court appearance is scheduled; and,

- ii. The court appearance does not occur on the day it is scheduled.
4. Regularly scheduled shifts and days off may be adjusted by the Employer to accommodate any training that is eight (8) hours or more and/or that results in the Association member's regularly scheduled shift, including training hours, exceeding 14 hours worked in a 24-hour period. Advance notice of the adjustment and reason will be provided to the Association member as soon as practical. Whenever possible, adjustments will be made that minimize the impact on the Association member's normal regularly scheduled shift and days off.
5. Association members' regularly scheduled shifts and days off may be adjusted upon request of the Association member and approval of the Employer.
6. When attending training or a department meeting on a day off or outside the Association member's regularly scheduled or adjusted shift, overtime shall be paid for the actual period worked.

H. Compensatory Time:

Association members may accept compensatory time in lieu of earned overtime pay. Compensatory time is credited at time and one-half the hours worked and is available to use as time off with pay by the Association member. Association members may use accumulated compensatory time in accordance with department policy. Compensatory time will be administered in compliance with the Fair Labor Standards Act including:

1. The maximum compensatory time balance for any Association member from one calendar year to the next shall be 225 hours.
2. Once earned, compensatory time cannot be taken away by the Employer.
3. Requests for the use of compensatory time may be refused when, in the opinion of the Employer, such use would disrupt the Employer's operation.
4. Upon separation from employment, Association members shall be paid their regular rate of pay for all compensatory hours remaining.

ARTICLE 6 - MANAGEMENT RIGHTS *(In compliance with Section 39-31-303, M.C.A.)*

Subject to the laws of the State of Montana the Association shall recognize the prerogatives of the Employer to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

1. Direct employees;
2. Hire, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;
4. Maintain the efficiency of government operations;

5. Determine the methods, means, job classifications, and personnel by which the Employer operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the Employer in situations of emergency; and,
7. Establish the methods and processes by which work is performed.

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

ARTICLE 7 - HEALTH, SAFETY, & WELFARE

The health and safety of Association members will be reasonably protected while in the service of the Employer.

A. Health/Dental/Vision/Prescription Insurance Coverage

Effective July 1, 2021, Employer will contribute a minimum of the amounts listed below for full-time Association members for health/dental/vision/prescription insurance and other cafeteria plan options. Subsequent years' contributions will be determined through the health insurance committee, subject to approval by the City Commission.

Coverage	Employer Contribution
Employee Only	\$766
Employee & Spouse	\$1,063
Employee & Children	\$917
Employee & Family	\$1,496

Employer may require Association members to pay additional contributions to cover dependents, spouses, and/or domestic partners. Costs of these additional coverages will be paid by the Association member through payroll deductions.

During open enrollment each year, Association members may select their insurance coverage by choosing from the plans offered by the Employer.

B. Program to Augment Retirement Benefit

Recognizing the previous intent of employees and the Employer to allow employees to participate in an I.R.C § 125 plan whereby employees could contribute toward the purchase of health/dental/vision/prescription insurance on a pre-tax basis, and seeking to clarify the employees options under such plan, effective July 1, 1996, the Employer's contribution toward Association member's health/dental/vision/prescription insurance will be added to the Association member's gross pay. This portion of the Association member's gross pay is hereinafter referred to as the "Contribution." As part of this agreement, Association members are required to participate in the Employer's health/dental/vision insurance plan on either a pre-tax or post-tax basis. If an Association member elects to participate on a pre-tax basis, the Association member shall authorize a payroll deduction from the Association member's gross pay equal to the Contribution toward Association member's health/dental/vision/prescription insurance. This deduction from the Association member's gross pay

will be paid into a fund maintained to provide health/dental/vision /prescription insurance benefits for Association members.

If an Association member elects to participate on a post-tax basis, the Contribution shall be taxable income to the Association member and the Association member shall authorize the payment of the Contribution value, after its deemed receipt, toward the Association member's health/dental/vision/prescription insurance.

Including the Employer's contribution toward Association member's health/dental/vision/prescription insurance in the Association member's gross pay serves the purpose of augmenting the Association member's eventual retirement benefit. It is hereby acknowledged that both Association member and employer retirement contributions will be required on this additional gross income causing a decrease to the net income of the Association member. It is also the intent of the Association members and the Employer that the Contribution be excluded from the determination of the Association member'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 Employer's health/dental/vision/prescription insurance contribution in the Association member'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 of pay 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 Association member and the Employer.

Notwithstanding subsection C. above, regardless of the Employer's historic practice of contributing the Employer's entire payment for an employee's health/dental/vision/prescription insurance toward the employee's gross pay for purposes of calculating income for retirement purposes (i.e. the Contribution), effective July 1, 2011 for Association members hired prior to July 1, 2021, said allocation of health/dental/vision/prescription insurance payments by the Employer to an Association member's gross pay for purposes of calculating income for retirement purposes shall be \$480.00 per month. Association members hired after July 1, 2021 shall not be eligible for this benefit.

C. Swim Center

Passes are available for the fiscal year at:

1. \$10.00 per Association member
2. \$35.00 for the Association member and family living in the same household. This pass is also honored at Bogert Pool during evening hours and on weekends.

D. Preventative Medical Exams

The Employer encourages Association members to receive preventative medical examinations. Employer will pay costs not covered by medical insurance up to a total cost of **One Hundred Dollars** (\$100.00) per calendar year for the preventative medical exam.

E. Health and Mental Wellness Program

The Employer shall provide a health and mental wellness program to Association members subject to the following:

1. An Association member may use their two (2) 20-minute breaks and/or the 40-minute meal break, as an exercise period. Guidelines for this program will be established by the Employer and may include minimum staffing levels and shift supervisor's approval and times for exercise. Accumulation of breaks under this provision cannot carry over from day to day.

2. Physical Fitness Testing:

- a. Physical fitness testing is mandatory for all Association members. All Association members shall participate in good faith as determined by the program supervisor. There will be no minimum fitness standards. If it is determined that an Association member has not participated in good faith, the Association member may be subject to disciplinary action pursuant to the Employer's Employee Handbook. An Association member may temporarily be excused from participation as determined in writing by a physician.
- b. All costs associated with the program, including but not limited to, facilities, equipment, and apparel, shall be borne by the Association.
- c. The program supervisor will be responsible for the fitness testing in its entirety, including equipment, facility arrangements, and scheduling. The program supervisor will also be responsible for fitness testing record keeping and shall provide such records upon request to the Police Chief. The program supervisor shall be a member of the Association selected jointly by the Association and the Employer.
- d. The fitness testing shall be the Montana Physical Abilities Test (MPAT). The components and fitness standards are based upon the Montana Law Enforcement Academy minimum standards. The fitness test will be offered twice a year by the program supervisor approximately six (6) months apart. BPPA members are required to participate in one (1) of the fitness tests and may participate in a second (2nd) at their choosing.
- e. Employer will provide two (2) hours compensatory time to each Association member to participate in fitness testing when outside the Association member's regularly scheduled shift, up to two (2) times annually. Association members who pass the MPAT will receive 15 hours compensatory time, up to two (2) times annually. Compensatory time earned for the MPAT shall be subject to the maximum amount of compensatory time in Article 5, Section G.

3. Mental Wellness Incentive:

- a. The Employer recognizes the impact of the type of work and the cumulative effects of stress on the ability of the Association member to effectively perform the functions of their job. The purpose of this program is to establish a voluntary mental health incentive program to encourage Association members to take care of their mental health and continue a healthy lifestyle. The parties will assist the Association member in finding an appropriate provider within the employer's Employee Assistance Program, or outside of the program, if necessary.

- b. Association members can attend up to six (6) sessions with a mental health professional each calendar year (January 1st- December 31st) to qualify for this incentive. Once they have attended the session, the association member shall provide documentation to the Human Resources Department. The Association member will then be compensated with three (3) hours of straight time per session to be credited to the member's compensatory bank, for up to six (6) sessions in total, on the pay period the session(s) fall within.
- c. Once the compensatory time is added to the member's bank, the documentation of services shall be returned to the Association member. The Association member shall not be required to provide any further information to the Employer regarding the services received. All information for this purpose shall fall under the protection of the Health Insurance Portability and Accountability Act.
- d. Compensatory time accrued under this program shall be capped at 18 hours per calendar year, not to exceed the 225-hour cap. The Association member may attend additional sessions through the EAP, but shall not accrue additional compensatory time. Association members will not attend sessions while on-duty so as not to cause conflict with the performance of their duties.

F. Death Benefit

Upon the death of a current Association member, the heir last designated to the Employer in writing by the Association member for retirement purposes, unless a separate designation is received, shall receive the Association member's statutory leave cash-outs and wages due. When an Association member's death is duty related, the Employer will provide payment to the aforementioned heir in an amount equal to a 100% cash-out of the deceased Association member's sick leave credits, minus that already herein calculated.

ARTICLE 8 - RULES & REGULATIONS

Each Association member agrees to comply with Bozeman Police Department rules and regulations. Employer agrees that Association member claims of unjust or unfair treatment under department rules and regulations shall be subject to the grievance procedure in the employer's Employee Handbook.

ARTICLE 9 - GRIEVANCE & ARBITRATION

A "**grievance**" is defined as an alleged violation of a specific term of this Agreement or a dispute regarding an interpretation of this Agreement.

A "**grievant**" shall mean an individual Association member, the Association, or the Employer.

There shall be no reprisals of any kind against any party in interest for reasons of participation in the grievance procedure.

It is the desire of the Employer and the Association to address grievances informally. Both parties agree to make every effort to resolve problems informally when they arise. Direct communications and

discussion should result in a full disclosure of acts and a fair and timely resolution to most complaints arising out of day-to-day operations. If the grievance is not resolved informally, the procedures outlined below will apply. Each grievance will be submitted separately except in cases where both the Employer and the Association mutually agree to have more than one grievance handled in one procedure.

Grievances by the Employer, should they occur as a result of official Association activities or actions, will be presented, in writing, directly by the City Manager to the President of the Association within fifteen (15) calendar days of the date upon which the City Manager became aware of the situation prompting the grievance. The President of the Association will provide a written answer within fifteen (15) calendar days of receiving the written grievance.

The following procedures shall be used by the Association, or by an Association member, when seeking relief of a grievance under this Agreement.

A grievance not filed or advanced by the grievant within the time limits provided in this section shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer to answer within the time limits set forth at any step will entitle the grievant to advance the grievance to the next step.

A grievance by the Association, after attempting to informally resolve the grievance, shall be in writing and commence at Step 3.

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

Step One

Any Association member who believes they have a grievance, may file a written grievance within a period of fifteen (15) calendar days after the occurrence giving rise to the grievance or after the failure to informally resolve the grievance. The grievance shall be submitted in writing in the form of a petition indicating the specific term(s) of this Agreement violated or misinterpreted, facts supportive of the grievance, and the specific relief sought. Such written grievance shall first be filed with the Association member's Division Commander. The Association member's Division Commander shall confer with management and provide the grievant with a written response of the grievance within fifteen (15) calendar days of receipt.

Step Two

In the event the grievant is not satisfied with the response through step one, the grievant shall submit the grievance petition to the Association within five (5) calendar days of the Division Commander's written decision in step one.

Step Three

The Association, upon receipt of the written and signed petition, shall determine if they will advance the grievance to step four. The Association shall have fifteen (15) calendar days to give a response to the Association member. If the Association determines the grievance will not advance, no further action on the part of the Association is necessary. However, the Association member may proceed to steps four and five without sanction of the Association.

Step Four

A grievance not resolved in the preceding steps may be terminated by the grievant or presented to the Police Chief. The Association member must file the signed written petition with the Police Chief within five (5) calendar days of the Association decision as outlined in step three. The Police Chief shall meet with the Association and/or the grievant within ten (10) calendar days of receipt of the written petition, and shall provide the Association, or the grievant, with a written response of the grievance within fifteen (15) calendar days of the meeting.

Step Five: Appeal to the City Manager

If the Association or the grievant remains dissatisfied after pursuing step four, the Association or the Association member shall have fifteen (15) calendar days to appeal the Chief of Police's decision to the City Manager, or designee. The City Manager will have fifteen (15) calendar days to furnish a written determination on the appeal. No Association member may take any grievance to step six if the grievance is not sanctioned by the Association.

Step Six: Arbitration

The Association and the Employer agree to submit to arbitration any grievance which has not been resolved through the above grievance procedures, provided it is submitted within ten (10) calendar days following its termination in the grievance procedure. The Association or the Employer will notify the other party in writing that the matter is to be submitted.

The arbitrator shall be selected by mutual agreement. If a unanimous selection is not possible, the Association and Employer will jointly request a list of five (5) names from the Montana Board of Personnel Appeals. The parties shall, within fifteen (15) business days of the receipt of the list, select the arbitrator by the method of alternately striking names with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the selected arbitrator. The arbitrator selected will be contacted immediately and asked to start proceedings at the earliest possible date.

If requested by a party or ordered by the arbitrator, a hearing shall be scheduled by the arbitrator in consultation with the Employer and the Association. The arbitrator shall issue a decision within 30 calendar days after the conclusion of the proceedings, including filing of briefs, if any. The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no authority to extend, alter, or modify this Agreement or its terms, nor imply any restriction or burden against either party that has not been assumed in this Agreement.

It is mutually agreed that representatives of the Employer and the Association 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 City and the Association shall each bear their own expenses in the processing of a grievance. The two parties shall share equally the cost of the arbitrator.

The Association agrees, in consideration of the arbitration process outlined herein and in accordance with 39-31-501 MCA, that upon consummation and during the term of this Agreement, no police officer

shall strike or recognize a picket line of any labor organization while in the performance of his/her official duties.

ARTICLE 10 - HOLIDAYS & OTHER COMPENSATED DAYS

A. Designated Holidays

1. January 1 - New Year's Day
2. Third Monday in January - Martin Luther King Day
3. Third Monday in February - President's Day (Lincoln's/Washington's Birthday)
4. Last Monday in May - Memorial Day
5. July 4 - Independence Day
6. First Monday in September - Labor Day
7. November 11 - Veteran's Day
8. Fourth Thursday in November - Thanksgiving Day
9. Fourth Friday in November - in lieu of Columbus Day
10. December 25 - Christmas
11. Federal General Election Day (every other year)

B. Determination of Holiday Shift

For the purposes of this section, holiday work hours shall occur when the bulk of the shift takes place on the designated holiday. For Example, an Association member scheduled to work the night shift (9:00 pm – 7:00 am) on December 24, will work the majority of those hours on December 25, therefore; the holiday benefit (pay or leave) will be granted on the shift beginning December 24. No member shall receive a holiday benefit for more than one (1) shift per holiday. The holiday benefit will only apply to the shift where the majority of hours fall on the designated holiday.

Each Association member who works holiday hours as described above on any of the listed holidays shall be compensated at the rate of time and one half his or her regular rate of pay for each holiday hour worked in addition to their monthly salary. The Association member will have the option to accept compensatory time in lieu of cash overtime pay.

C. Special Holiday Leave

Special holiday leave is defined as leave granted by the Police Chief, or designee, when an Association member who is scheduled to work on a holiday is paid at their regular rate of pay. Vacations approved on holidays will have the holiday hours recorded as special holiday leave. Requests for vacation on holidays are to be requested in accordance with department policy.

The Police Chief, or designee, shall have sole discretion to determine the number of members who will receive holiday leave. Special holiday leave shall be granted by seniority. Special Holiday Leave will only apply to the shift where the majority of the hours fall on the designated holiday. The Police Chief, or designee, will provide notice of approved special holiday leave to members as soon as is practical.

D. Personal Day

On July 1st of each year, Association members employed on that date shall be entitled to one (1) personal day without loss of pay and benefit. Personal days shall be requested in accordance with department policy and shall be used within one year. Personal days cannot be carried over from one (1) fiscal year to the next.

E. State Convention

Association members will be allowed to attend the annual convention of the Montana Police Protective Association without loss of pay and benefits, providing the shifts are sufficiently staffed. The Employer agrees to pay fuel or mileage, registration fees, meal per diem, and lodging for two Association members (delegates) per year. The rates will be in accordance with Employer policy.

ARTICLE 11 - SICK LEAVE

Sick leave shall be accrued and expended according to state law. Sick leave may be converted into the Employer's qualified deferred compensation plan in accordance with Addendum A.

ARTICLE 12 - SALARY & WAGES

A. Effective Salary Dates

All Association members covered under this agreement are hourly Association members paid on a monthly salary basis. Association member monthly salaries for fiscal years 2021-2024, with monthly salary rates effective July 1, 2021, July 1, 2022, and July 1, 2023 are as follows:

1. Police Officer Pay

Step Year	Months of Service	Monthly Salary Rates	Monthly Salary Rates	Monthly Salary Rates
		FY2022	FY2023	FY2024
		1-Jul-2021	1-Jul-2022	1-Jul-2023
0	12 months or less	\$5,213.19	\$5,421.71	\$5,638.58
1	13 through 24	\$5,317.52	\$5,530.22	\$5,751.43
2	25 through 36	\$5,449.68	\$5,667.67	\$5,894.38
3	37 through 48	\$5,584.57	\$5,807.95	\$6,040.27
4	49 through 60	\$5,780.03	\$6,011.23	\$6,251.68
5	61 through 72	\$6,272.30	\$6,523.19	\$6,784.12
6	73 through 84	\$6,338.18	\$6,591.70	\$6,855.37
7	85 through 96	\$6,417.13	\$6,673.82	\$6,940.77
8	97 through 108	\$6,500.19	\$6,760.19	\$7,030.60
9	109 through 120	\$6,584.25	\$6,847.62	\$7,121.53
10	121 through 132	\$6,678.43	\$6,945.57	\$7,223.39
11	133 through 144	\$6,722.09	\$6,990.98	\$7,270.61
12	145 through 156	\$6,765.95	\$7,036.59	\$7,318.05
13	157 through 168	\$6,810.09	\$7,082.49	\$7,365.79
14	169 through 180	\$6,854.52	\$7,128.70	\$7,413.84
15	181 through 192	\$6,900.56	\$7,176.58	\$7,463.64
16	193 through 204	\$6,945.56	\$7,223.38	\$7,512.31
17	205 through 216	\$6,990.84	\$7,270.47	\$7,561.29
18	217 through 228	\$7,036.41	\$7,317.87	\$7,610.58
19	229 through 240	\$7,082.29	\$7,365.58	\$7,660.20
20	241 through 252	\$7,128.44	\$7,413.58	\$7,710.12
21	253 through 264	\$7,174.89	\$7,461.88	\$7,760.36
22	265 through 276	\$7,221.64	\$7,510.50	\$7,810.92
23	277 through 288	\$7,268.68	\$7,559.43	\$7,861.81
24	289 through 300	\$7,316.20	\$7,608.85	\$7,913.20
25	301 or more	\$7,363.93	\$7,658.49	\$7,964.82

1. Until July 1, 2005 Association members' monthly base salary was increased by \$35 per month as compensation for First Responder certifications (after completion of probationary period.) This certification requirement was discontinued with the contract covering the period of July 1, 2005 through June 30, 2007, but the additional pay was not removed from the Association member's base.
2. The salary matrix which became effective January 1, 1995 includes holiday pay.
3. Ranks of Lieutenant and above were removed from the Association by Agreement dated October 5, 2004
4. Effective July 1, 2007, all ranks (e.g., Probationary Officer, Confirmed Officer, Officer 1st Class, Master Patrol Officer & Senior Master Patrol Officer and Sergeant) were removed from this Pay Scale by Agreement.
5. Effective July 1, 2007, the monthly salary rates include longevity pay required under Montana Code Annotated 7-32-4116.

Association members will receive step pay adjustments on the first (1st) day of the month of their anniversary of their most recent hire date.

2. Sergeant Pay

Association members promoted to the rank of Sergeant shall be paid eleven percent (11%) above their then current Police Officer base rate of pay in accordance with the schedule below.

Step Year	Months of Service	Monthly Sergeant Pay	Monthly Sergeant Pay	Monthly Sergeant Pay
		FY2022	FY2023	FY2024
		1-Jul-2021	1-Jul-2022	1-Jul-2023
6	73 through 84	\$7,035.38	\$7,316.80	\$7,609.47
7	85 through 96	\$7,123.02	\$7,407.94	\$7,704.26
8	97 through 108	\$7,215.21	\$7,503.82	\$7,803.97
9	109 through 120	\$7,308.52	\$7,600.86	\$7,904.89
10	121 through 132	\$7,413.06	\$7,709.58	\$8,017.96
11	133 through 144	\$7,461.52	\$7,759.98	\$8,070.38
12	145 through 156	\$7,510.20	\$7,810.61	\$8,123.04
13	157 through 168	\$7,559.20	\$7,861.57	\$8,176.03
14	169 through 180	\$7,608.50	\$7,912.84	\$8,229.36
15	181 through 192	\$7,659.62	\$7,966.01	\$8,284.65
16	193 through 204	\$7,709.58	\$8,017.96	\$8,338.68
17	205 through 216	\$7,759.84	\$8,070.23	\$8,393.04
18	217 through 228	\$7,810.42	\$8,122.84	\$8,447.75
19	229 through 240	\$7,861.33	\$8,175.78	\$8,502.81
20	241 through 252	\$7,912.57	\$8,229.07	\$8,558.24
21	253 through 264	\$7,964.12	\$8,282.69	\$8,613.99
22	265 through 276	\$8,016.02	\$8,336.66	\$8,670.13
23	277 through 288	\$8,068.24	\$8,390.97	\$8,726.60
24	289 through 300	\$8,120.99	\$8,445.83	\$8,783.66
25	301 or more	\$8,173.96	\$8,500.92	\$8,840.96

Association members will receive step pay adjustments on the first (1st) day of the month of their anniversary of their most recent hire date.

3. Lateral Transfers

The Association and Employer agree that it is in the parties best interests to attract experienced and qualified applicants to openings within the Bozeman Police Department, and that in order to meet this goal, lateral transfers shall be accepted with the following conditions.

At time of hire, applicants must have at least a current/valid transferable Basic P.O.S.T. certificate, pursuant to 7-32-303, MCA and 7-32-240, MCA. In order to be considered for employment with the Bozeman Police Department, applicants must meet all established pre-employment minimum requirements as well as successfully complete all testing, screening, and background processes.

- a. Association members hired under this program shall hold the rank of Probationary Police Officer and must successfully complete the field training program. Promotions of Association members shall be in accordance with the Bozeman Police Department's Promotion Policy.
- b. Applicants with law enforcement experience that fail to produce a current/valid Montana Basic P.O.S.T. certificate or who fail to pass the State of Montana Police Officer Equivalency Examination do not qualify for lateral positions.
- c. Federal law enforcement officers, military police officers, corrections officers, jailers, game wardens, special or reserve officers/deputies, or any other such positions which fall outside the above guidelines do not qualify for lateral positions.
- d. The lateral employment program will recognize up to five (5) years of experience when establishing the starting salary for qualified candidates. The starting rate shall be established at the sole discretion of the Police Chief, or designee.
- e. An Association member hired under this program and started at an accelerated pay step will receive annual step pay adjustments beginning from that point.
- f. This program shall not provide for the lateral transfer of rights to any seniority based status.

E. P.O.S.T. Certification/Higher Education Pay

- 1. Bachelor's degree. Association members who possess a Bachelor's degree shall receive two percent (2.0%), per month, as earned, in addition to their base pay.
- 2. Intermediate P.O.S.T. certificate. Association members hired prior to July 1, 2021 who as of July 1, 2021, possess an intermediate P.O.S.T. certificate shall receive one and eight tenths percent (1.8%) per month, as earned, in addition to their base pay.
- 3. Advanced P.O.S.T. certificate. Association members who possess an advanced P.O.S.T. certificate shall receive two percent (2.0%) per month, as earned, in addition to their base pay. Advanced certification pay shall be paid effective on the date of receiving the advanced certification. The Association member shall only be paid for the highest certificate held.

F **Special Assignments**

1. Field Training Officer. Association members who are designated as a Field Training Officer (FTO) for the purposes of training probationary officers shall receive an additional **three dollars (\$3.00)** per hour above their base rate of pay as incentive pay for these additional responsibilities. FTO pay will be paid for each hour actually worked as an FTO.
2. Detectives. Association members who are assigned to the detective division, will receive an additional **one hundred fifty dollars (\$150.00)** per pay period. The detective incentive includes monthly clothing allowance and rotational “on call” pay.
5. Canine Officers. Association members who are assigned as Canine Officers shall be paid an additional **two hundred fifty dollars (\$250.00)** per pay period to cover all costs associated with non-law enforcement canine care time.
 - a. The parties agree that this payment complies with the minimum wage requirements under the Fair Labor Standards Act.
 - b. Time spent performing non-law enforcement canine care time is not compensable as overtime under Article 5, paragraph F of this Agreement.
 - c. The canines are the property of the Employer. Should the Employer decide that the canine will no longer be assigned to the particular Association member, the canine shall be returned to the Employer, unless the Association member applies for and receives approval to take possession and ownership of the dog.
 - d. Association members who are assigned as Canine Officers shall enter into individual letters of agreement as provided for in 29 C.F.R. §785.23.
6. Shift Differential. Association members who are not scheduled to work day shift shall be compensated **one dollar (\$1.00) per hour** in addition to their regular base rate under the following provisions:
 - a. The shift differential will apply when any Association member whose regularly scheduled shift is day shift works a shift falling outside of the day shift.
 - b. The shift differential will not apply in the event that an Association member is working a day shift and that shift is extended.
 - c. The shift differential will not apply to any hours in a paid or unpaid leave status.
 - d. The shift differential will not apply to Association members assigned to the Detective Division unless the Employer adopts regularly scheduled shifts for the Detective Division outside of the day shift.
 - e. The shift differential will not be computed in the payout of accumulated vacation, compensatory time, or sick leave.

- f. The shift differential shall be included in the calculation of the overtime rate.
- 7. Special Response Team. Association members who are assigned as an Operator to the City/County Special Response Team (SRT) shall receive an additional **one hundred dollars (\$100.00)** per month.
- 8. Acting Shift Supervisor. When assigned by the Police Chief, or designee, as an Acting Shift Supervisor, Association members shall receive an additional **two dollars (\$2.00)** per hour works above their base rate of pay.
 - a. If, during the period of assignment of Acting Shift Supervisor, the Association member also works overtime, the additional pay shall be included in the calculation of the overtime rate.

ARTICLE 13 - DUES

The Employer agrees to deduct, once each month, dues or assessments from the pay of those Association members who individually request, in writing, that such deduction be made. The total amount of deductions shall be remitted monthly by the Employer to the Secretary of the Association.

ARTICLE 14 - SUPPLIES

The Employer will furnish and supply uniforms and equipment to Association members necessary to complete their duties. Upon hire, and every July 1st thereafter, Association members shall be eligible for reimbursement of up to three hundred dollars (\$300.00), per association member, to cover the cost of duty-related footwear. It shall be the Association member's responsibility to provide the Employer with proof of footwear purchase in order to receive reimbursement. All footwear purchased must meet department standards and be used solely for authorized department activities. Reimbursement shall be authorized at the discretion of the Police Chief, or designee. Any unused portion of the footwear reimbursement shall not carry over to the following fiscal year.

ARTICLE 15 - TERM OF AGREEMENT

This Agreement shall be effective July 1, 2021 and shall remain in full force and effect until its termination date of June 30, 2024.

Each party reserves the right to notify the other party in writing of its desire to renew this Agreement for a successive one (1) year term. Such notice is to be made on or before sixty (60) days prior to the termination date set forth above. Should either party, having been notified of the proposed one (1) year renewal period, fail to respond within twenty (20) days, this Agreement shall be terminated as provided above.

ARTICLE 16 - SUPPLEMENTAL AGREEMENT

This Agreement may be amended, providing both parties concur. Supplemental agreements may be completed through negotiations at any time during the life of this Agreement. Either party may notify the other party in writing of its desire to negotiate. Supplemental agreements, thus completed, will be signed by the Bozeman Police Protective Association and City officials. Should either party, having

been notified of the proposed supplemental agreement, fail to reply within sixty (60) days, the supplemental agreement shall become a part of this Agreement and subject to all of the provisions contained herein.

In Witness Whereof,

the parties hereto have set their hands this 3rd day of September, 2021.

FOR: CITY OF BOZEMAN

FOR: BOZEMAN POLICE PROTECTIVE
ASSOCIATION



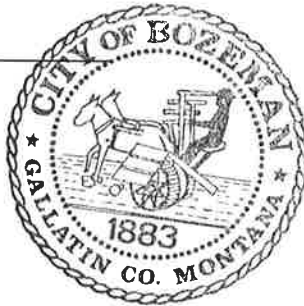
City Manager – Jeff Mihelich



Association President – Anthony Hutchings



Attest: City Clerk – Mike Maas



ADDENDUM A

CITY OF BOZEMAN, MONTANA SUPPLEMENTAL RETIREMENT PROGRAM

Purpose of the Program:

1. To reduce the amount of sick leave taken by Association members.
2. To reward Association members for staying healthy.
3. To discourage abuse of sick leave.
4. To provide for a supplement of Association member's retirement.

PROGRAM DESCRIPTION

1. Association members are allowed to move portions of their sick leave balance from sick leave to one of the City's qualified deferred compensation plans. Sick leave hours converted to a deferred compensation plan will be paid at 75 percent of the Association member's hourly rate at the time the hours are converted. This will occur during the month of September of each year and cover hours as of June 30 of that year. Association members will not be able to take the hours in the form of cash for current uses. Association members' remaining sick leave balances will continue to be paid at 25 percent of the Association member's hourly rate at retirement or termination.
2. Sick leave hours eligible to move to a deferred compensation account are subject to the following restrictions:
 - A. Association members may not move sick leave hours if they do not have a minimum of two years' sick leave accrual (192 hours) on the books nor will they be able to move any sick leave hours which cause their sick leave balance to fall below 192 hours.
 - B. The amount of sick leave eligible to move to a supplemental retirement account will be determined on an annual basis as of June 30 of each year.
 - C. The amount of sick leave eligible to move to a supplemental retirement account equals: Sick leave accrual for the fiscal year (normally 96 hours) minus sick leave hours used during the fiscal year minus 48 hours equals the number of hours eligible to move to a supplemental retirement account (may not be less than zero).

Example: A full-time Association member uses 1 day (8 hours) of sick leave during the year. That Association member would be eligible to move 40 hours from his/her sick leave balance to a supplemental retirement account at the end of the fiscal year. 96 (sick leave accrual) - 8 (sick leave used) - 48 (required to go toward sick leave accrual) = 40 hours. This example assumes that the Association member has a sufficient sick leave balance so that the movement of 40 hours out of sick leave will not cause the balance to fall below 192 hours. The Association member will only be able to move as many hours as will result in his/her sick leave balance to be 192 hours.

3. The annual election to convert sick leave hours into deferred compensation under this program is irrevocable. Once sick leave hours are converted, they cannot be “purchased back” for use as leave at a future point in time.
4. Association members with existing supplemental retirement bank hours must make an election in September 2007 to either:
 - 1) Convert those hours into a qualified deferred compensation plan, or
 - 2) Return them to their existing sick-leave bank.

Conversions to a deferred compensation plan will be done at 75 percent of the Association members current hourly rate and conversions to an existing sick-leave bank will be done hour-for-hour. If an Association member election under this part results in the Association member exceeding the IRS annual maximum for contributions to a deferred compensation plan, the Association member will be allowed up to 2 additional years to complete the conversion.

ADDENDUM B

PART-TIME POLICE OFFICER PROGRAM

The Part-Time Police Officer program is not intended to replace or decrease the number of authorized full-time officer positions within the Bozeman Police Department. Part-time officers are not eligible for membership with or representation from the Bozeman Police Protective Association.

Special/Overtime Events - Any outside requests for police services for special/overtime events shall be offered first to employees represented by the Association for a period of 14 calendar days. After 14 calendar days, any remaining un-filled overtime assignments may also be made available to part-time officers.

When the special/overtime event has less than 14 calendar days' advance notice, it will be offered to full-time officers first for at least three (3) calendar days before being made available to part-time officers.

Only full-time officers will be authorized to work Special Traffic Enforcement Program (STEP) overtime or short shift overtime.

Any disputes resulting from the use of part-time officers will be brought to the attention of the Police Chief, or designee. Disputes regarding utilization of part-time officers shall not be subject to the grievance procedure.