

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CITY AND COUNTY OF
BUTTE-SILVER BOW, MONTANA**

AND

BUTTE POLICE PROTECTIVE ASSOCIATION

July 1, 2015 – June 30, 2017

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED into this 30th day of November 2015 and between CITY AND COUNTY OF BUTTE-SILVER BOW, MONTANA, hereinafter referred to as the "EMPLOYER", and BUTTE POLICE PROTECTIVE ASSOCIATION, acting by and through its duly qualified officers and representatives, all of which are hereinafter called the "UNION". For the purpose of promoting and improving a means of amicable and equitable adjustments of any and all differences or grievances which may arise, all of which the parties hereto believe and agree will provide more efficient and progressive public service.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees that are employed by the Butte-Silver Bow Law Enforcement Department, consisting of all uniformed and investigatory officers including the rank of Lieutenant and all 911 communications officers and detention officers, excluding the Sheriff and immediate subordinates and Captains.

ARTICLE 2 - UNION SECURITY

Section 1: Any present or future employee, including part-time employees who are not Union members and who do not make application for membership, shall after thirty (30) days of employment, as a condition of continuing employment, pay to the Union a service charge as a contribution toward the administration of the Agreement in the amount equal to the Union initiation fee and regular monthly dues in the same manner as check off of Union dues. Employees who fail to comply with this requirement shall be discharged by the Employer within ten (10) days after written notice to the Employee from the Union.

Section 2: The Union will indemnify and hold the Employer harmless against any claim made and against any suit instituted against the Employer, as a result of the provisions of this Article.

ARTICLE 3 - PAYROLL DEDUCTION

The Employer agrees to deduct the following items from the paycheck of each employee: Federal Income Tax, State Income Tax, Union Dues, and Police Pension. Any other deduction mutually agreed to and authorized in writing by the employee concerned if compatible with accounting and payroll procedures of the Employer.

ARTICLE 4 - UNION AGREEMENT

It is understood and agreed that no employee shall suffer a reduction in wages, working conditions, or other benefits previously enjoyed because of adoption of this Agreement except as changed by this Agreement.

ARTICLE 5 - NON-DISCRIMINATION

Section 1: Employees shall have and shall be protected in the exercise of the right of self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits, and other conditions of employment, and to engage in other mutual aid or protection free from interference, restraint, or coercion.

Section 2: The Employer shall grant reasonable leave of absence to employees whenever required in the performance of duties as "Duly Authorized Representatives of the Union" as long as such activity does not interfere with the efficient operation of the Law Enforcement Department. No leave shall be granted unless

written request is made thereof. In the event of an emergency the Sheriff shall excuse the requirements of prior written approval for taking of leave, but this shall not excuse the requirement of subsequent request and approval. Leave related directly to the enforcement of this Agreement or investigation of grievances shall be with pay. All other leave related to general union business, operations, or affiliations shall be without pay, unless other arrangements are made that have been mutually agreed to.

Section 3: The Employer shall recruit, appoint, assign, train, evaluate, retain and promote its employees without regard to race, color, religious creed, political ideas, gender, age, marital status, physical or mental handicap, national origin, ancestry, or genetic history.

Section 4: To comply with the Americans With Disabilities Act and other applicable laws ensuring equal employment opportunities to qualified individuals with a disability, reasonable accommodations are made for the known physical or mental limitations of an otherwise qualified individual with a disability unless an undue hardship or direct threat to health and safety exists.

ARTICLE 6 - EQUAL PAY FOR EQUAL WORK

There shall be equal pay for equal work in all categories of employment, beginning on the first (1st) day, subject to pay differential resulting from longevity pay. Employees shall begin receiving compensation at the higher rate of pay on the first (1st) day. All non-ranking officers assuming the duties of shift commander shall receive sergeant's pay for actual hours worked as shift commander.

ARTICLE 7 - VISITS BY UNION REPRESENTATIVES

Representatives of the Union, previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first obtain permission to do so from the Sheriff or his designated representative. The Employer agrees that during working hours on the Employer's premises, and without loss of pay, Union representatives shall be allowed to post Union notices, distribute Union literature, solicit Union membership during other employee's non-working time, attend negotiation meetings, transmit communications and consult with the Employer or representatives, local Union officers, or other Union representatives concerning the enforcement of this Agreement.

ARTICLE 8 - METROPOLITAN POLICE LAW

The parties hereto agree and recognize that the Law Enforcement Department is subject to the regulations of the Metropolitan Police Law of the State of Montana, and any ordinance that has been adopted by the Local Government of Butte-Silver Bow, not in conflict therewith.

ARTICLE 9 - PROBATIONARY PERIOD

Section 1: Every applicant who has passed the examination and received a certificate referred to in 7-32-4108, M.C.A., must first serve a probationary term of not more than one (1) year. At any time before the end of such probationary term, the Sheriff may revoke such appointment.

Section 2: After the end of such probationary period and within thirty (30) days thereafter, the appointment of such applicant must be submitted to the Council of Commissioners, and if such appointment is confirmed by the Council of Commissioners, such applicant becomes a member of the police force and holds such position during good behavior unless suspended or discharged as provided by law.

Section 3: The probationary period for detention officers and 911 communications officers shall be for a period of not more than one (1) year.

ARTICLE 10 - SENIORITY

Section 1: Seniority means an employee's length of continuous service with the Department since his/her last date of hire. Seniority shall be recognized after twelve (12) continuous months of employment with the Department and upon completion of the twelve (12) months continuous service shall date back to the first date of service. Butte-Silver Bow shall develop, maintain and provide to the Union a single comprehensive seniority list to include sworn officers, 911 communications officers and detention officers. THIS SINGLE LIST WILL BE USED FOR THE PURPOSES OF LAYOFFS ONLY.

Separate seniority lists shall be used in the positions of sworn officer, 911 communications officers and detention officer. These seniority lists shall be used within each entity for the purpose of vacations and all other benefits that would be decided by a seniority list.

Separate lists will be used for sworn officers promoted to ranking positions (i.e. Sergeant and Lieutenant), and shall list the date of promotion. In the case of more than one (1) officer having the same date of promotion, the officer with the most seniority on the officer list shall be a senior ranking officer. Sergeants and Lieutenants will use their date of hire for vacations, and all other benefits that would be decided by a seniority list.

Section 2: Within thirty (30) days after the effective date of this Agreement, the Employer shall prepare and furnish to the Union sufficient copies of a seniority roster of all employees so that the Union may distribute them to its members. Such roster shall show among other things: Name of each employee; numerical rank assigned, title of position occupied; position number, if any; location of position, if pertinent; anniversary of seniority date; date of preparation of roster, and the date furnished to the Union. Such roster shall be revised each January 1 thereafter and within thirty (30) days of each revision, sufficient copies shall be furnished by the Employer to the Union for distribution to its members.

Section 3: To be absent from the job due to layoff will be considered lost time for the purpose of seniority; however, previous service upon reemployment shall count toward seniority and longevity. Employees promoted to supervisory non-bargaining unit positions shall retain all seniority if they return to the bargaining unit within one (1) year of the promotion. If an employee returns to the bargaining unit after the one-year period, his seniority, while in the bargaining unit, shall be retained but he shall not accrue any bargaining unit seniority while in a non-bargaining unit position.

Section 4: To be absent from the job due to leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the purpose of seniority; however, previous service upon reemployment shall count towards seniority and longevity.

Section 5: To be absent from the job due to military leave will not affect longevity and seniority. Time spent in military service will count toward seniority. After completion of military service, the Employer shall rehire such person in the same or a similar position.

Section 6: An employee's continuous service for purposes of longevity and seniority shall be broken by voluntary resignation, discharges for just cause, or retirement.

Section 7: Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe that an error has been made.

Section 8: Layoffs caused by reduction in force shall be in order of seniority within the Department, that is, the employee last hired shall be the first released. Permanent and part-time employees who are scheduled to be laid off shall be given at least ten (10) working days' notice. All recalls to employment shall likewise be in order of seniority within the department, that is, the last employee released as a result of reduction in force shall

be the first rehired when there is an increase of employees. The Employer shall notify such employees by certified mail of its intention to rehire them and will furnish the Union a copy of such notification. If such employee fails to notify the Employer within ten (10) working days of his intentions to return to work, the employee shall be considered as having forfeited his right to reemployment. No permanent employees shall be laid off while there are temporary or part-time employees serving the Department.

Section 9: The Union will be given prior notification of pending layoffs and will be afforded ample opportunity to comment on such layoff. Such notice will include a list of employees scheduled to be laid off.

ARTICLE 11 - WORKING RULES

Section 1: The Employer agrees to furnish each employee hereunder with a copy of all existing work rules thirty (30) days after the effective date of this Contract and also agrees to furnish each employee with a copy of any changes within ten (10) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

Section 2: Changes in existing work rules shall not become effective until the Union has been served with a copy of the proposed changes, and for five (5) days thereafter. Changes in work rules shall be posted prominently on all bulletin boards for a period of five (5) consecutive days before becoming effective. The Union reserves the right to file a grievance over the reasonableness or application of any new work rule adopted.

Section 3: Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Section 4: Specifically excluded from the provision of Article 11 are any restrictions upon the Sheriff's authority to make any orders or changes whatsoever in the interest of proper law enforcement, emergency or otherwise.

ARTICLE 12 - HEALTH AND SAFETY

Section 1: The health and safety of the employees shall be reasonably protected while in the service of the Employer. The Employer shall carry Industrial Accident Insurance on employees. Employees are required to report all personal injuries received in the course of employment.

Section 2: All motor vehicles used by the Law Enforcement Department and all other equipment used by the members of the Law Enforcement Department shall be kept up to safety standards of the Montana Safety Codes and I.A.B. standards.

Section 3: All motor vehicles used by the Law Enforcement Department shall have proper first aid and rescue equipment in them at all times.

Section 4: Maintenance of Facilities:

- A. The Employer shall provide a locker for each uniformed employee;
- B. Adequate facilities including toilets and wash basins shall be provided for employees at the Law Enforcement Buildings and locker rooms;
- C. Adequate parking shall be provided for all law enforcement personnel.

Section 5: The Employer and the Union recognizes that behavioral health problems, inherent to most, if not all law enforcement employees due to the stress, burn-out, post traumatic distress syndrome, depression, etc., can be and most often is correctable through intervention, treatment and/or counseling. Therefore, the Employer will assist said employees at the employee's request.

In cases where an officer/civilian employee is involved in a traumatic situation directly or indirectly, said officer/civilian employee should be encouraged to submit to counseling.

In such situations the Employer shall recognize that:

- A. Self-referral to service is most desirable.
- B. Employees who seek assistance shall not have job security or promotional opportunity jeopardized by this request for assistance.
- C. Confidentiality must be maintained and privileged information will not be released to anyone, without the employee's express written release of said information.
- D. Assistance and rehabilitation will be given utmost priority and every effort shall be made by the Employer to assist the employee through such difficult times.
- E. The Employer and the Union must be receptive to and encourage the employees to seek assistance. Such described conditions shall be treated as any other illness, and shall not be used to harass, embarrass or otherwise cause the employee further stress.

Section 6: All patrol vehicles shall be equipped with a police issued shotgun and security lock device.

Section 7: Fitness Incentive: The Employer will administer the MPAT test three (3) times per year. Sworn Officers who choose to participate will be required to pass the MPAT at the minimum standard set by the MLEA and POST.

Sworn Officers that pass the test will not be required to work the extra scheduled work day created by the 5/3 2080 hour work schedules for that four (4) month period. Officers working regular 2080 work schedule will receive an extra day off during that same four (4) month period. The days off will need to be approved by the administration so as not to affect the normal operations of the department. The extra days off will not be carried over from one period to the next.

ARTICLE 13 - RIGHTS AND OBLIGATIONS OF SICK, INJURED, AND/OR DISABLED EMPLOYEES

Section 1: A member of a municipal law enforcement agency of a first or second-class municipality who is injured in the performance of his duties so as to necessitate medical or other remedial treatment and render him unable to perform his duties shall be paid by the municipality by which he is employed the difference between his full salary and the amount he receives from worker's compensation until his disability has ceased, as determined by Workers' Compensation, or for a period not to exceed one (1) year, whichever shall first occur.

Section 2: Payment of a partial salary amount under Section 1 above shall be discontinued if the officer is disabled for an undetermined duration and is granted a disability retirement allowance under Title 19, Chapters 9 and 10. If an application for such a retirement allowance is not made by the officer, application therefore may be made by the chief executive officer of the municipality by which such officer is employed.

Section 3: Whenever, in the opinion of the municipality, supported by a physician's opinion, the officer is able to perform specified types of light police duty, payment of his partial salary amount under Section 1 above shall be discontinued if he refuses to perform such light policy duty when it is available and offered to him. Such light duty shall be consistent with the officer's status as a law enforcement officer. With his consent, the officer may be transferred to another department or agency within the municipality.

Section 4: If the injured officer is on probationary status at the time he becomes injured, the balance of his probationary time shall be suspended until he returns to regular duty or is discharged for cause.

Section 5: The municipality has a cause of action for reimbursement of sums it has paid to an officer as salary and for medical treatment against any third party against whom the officer has a cause of action for the injury which necessitated the payments by the municipality.

ARTICLE 14 - RIGHTS OF MANAGEMENT

Except as limited by the terms of this Agreement, the Union shall recognize the prerogative of the Employer to operate and manage the affairs of the Butte-Silver Bow Law Enforcement Department 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 considered inefficient or nonproductive;
4. Maintain the efficiency of department operations;
5. Determine the method, means, job classifications, and personnel by which department operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the department in situations of emergency;
7. Establish the methods and process by which work is to be performed.

ARTICLE 15 - NO STRIKE-NO LOCKOUT

Section 1: Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit down, stay in or slow down or similar activity except informational picketing, or any violation of any State law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the Contract and that all other persons shall immediately cease the offending conduct.

Section 2: Under no circumstances will the Union cause or authorize or permit its members to fail to go on duty because of any picketing activity by any Union whatsoever. The Union agrees that its members must, if necessary, cross any picket line to report to duty and perform their duty.

Section 3: The Employer will not lockout any employees of the bargaining unit during the terms of this Agreement.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 1: Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of four (4) employees selected as Stewards and names of other Union representatives who may represent employees shall be certified in writing to the Employer or the Employer's representative by the Union within ten working days of their selection and the individuals so certified shall constitute the Union Grievance Committee. The Stewards shall select a Grievance Committee Chairman. Grievance Committee members may process grievances during working hours without loss of pay if unable to do so during off-duty hours.

Section 2: No employee, at any stage of the grievance procedure, shall be required to meet with any administrator without Union representation.

Section 3: If a grievance arises from the action of authority higher than that of the Sheriff or an authority higher than that of the Sheriff, the Union may present such grievance at the appropriate step of the grievance procedure.

Section 4: A grievance shall mean a complaint by an employee that he/she has been treated unfairly or unjustly in the interpretation or application of the provisions of this Agreement or of established policy or practice.

Section 5: Departure from the established grievance procedure by the Union shall automatically nullify the grievance. Upon departure from the established grievance procedure by the Employer, the grievance shall automatically proceed to the next step.

Section 6: For the purpose of this Article, workday is defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.

Section 7: Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement shall automatically proceed to the next step.

Step 1: Any employee who is a member of Butte Police Protective Association who feels his rights have been violated shall report the fact in writing immediately to a Steward. Such must be reported within fifteen (15) calendar days of its occurrence, or fifteen (15) calendar days from discovery of its occurrence, or the grievance will be forever waived. All written grievances shall be signed by the aggrieved employee when a particular employee is affected. The Grievance Committee shall meet within three (3) working days from the receipt of grievance. At least three (3) members shall be present to form a quorum.

- A. If the Grievance Committee decides the employee's grievance is not justified, the Chairman shall notify the employee to that effect. The employee may appeal to the Union as a whole within ten (10) working days and the Union membership will decide the justification of the grievance at the next scheduled meeting by referendum vote. Should they decide the grievance is justified; the Grievance Committee shall proceed with the grievance procedure.
- B. If the Grievance Committee decides the grievance is justified, with or without the presence of the aggrieved employee, it shall take up the grievance or dispute with the employee's immediate supervisor within three (3) working days. The immediate supervisor shall attempt to adjust the matter and shall respond in writing to the Grievance Committee within three (3) working days. In the case of Sworn Officers, the immediate supervisor shall be the appropriate Captain, i.e.,

Operations, Administrative, and Investigative. For non-sworn employees classified as Dispatcher or Detention Officer, it is the Administrative Captain.

Step 2: If the grievance still remains unadjusted, it shall be presented by the Grievance Committee to the Sheriff or his designee in writing within five (5) working days after the response of the immediate supervisor is due. The Sheriff or his designee will discuss the facts of the case with the Grievance Committee (with a copy of the response to the local union president) within five (5) working days.

Step 3: Should the local Union or its Grievance Committee, unless previously settled by referendum, feel that the decision of the Sheriff or his designee is unsatisfactory; the grievance shall be submitted within five (5) working days to the Chief Executive. The Chief Executive shall submit his reply in writing within ten (10) working days.

Step 4: If a grievance shall not have been settled under the procedures above, the parties may agree to binding arbitration on a basis agreed to by the parties. Intention to request such local binding arbitration must be submitted to the opposite party within five (5) working days after receiving the decision of the Chief Executive.

Step 5: In the event a grievance shall not have been settled under the procedures above, the aggrieved may proceed directly to arbitration which shall be binding to both parties. Notice of intention to request submission to arbitration must be sent in writing to the Council of Commissioners by the employee, within five (5) working days after receiving the decision of the Chief Executive.

If the matter proceeds to arbitration, the aggrieved shall request within ten (10) working days of the Council notification a list of five (5) arbiters from the Board of Personnel Appeals, State of Montana. The rules governing the arbitration shall be as follows:

- (a) Each party shall be entitled to strike two names from the list, in alternate order, and the name remaining shall be the agreed upon arbiter. A coin toss shall determine who will strike the first name.
- (b) The decision of the arbiter shall be binding on both parties for the duration of the contract.
- (c) The arbiter shall be empowered to make compensatory awards.

The expense of the arbitration shall be borne equally by the parties involved. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during working hours, they shall be excused with pay for that purpose.

Section 8: The time limits enumerated above maybe waived or extended upon mutual agreement of both parties.

ARTICLE 17 - JOB POSTING

Section 1: When a new position within the Department is created or a vacancy occurs in any existing position, the Employer shall e-mail the Union President a copy of the posting.

Section 2: The Employer shall determine the required minimum qualifications, including skills and abilities, education, experience and rank/position/classification designation necessary to fill any posted position.

Section 3: A Union member will be able, if they choose, to give up their rank or position for another posted position.

Section 4: If the Union feels the posting of a position is unfair or biased, the Union reserves the right to appeal directly to the Human Resources Director without giving up the right to file a grievance. Such appeal must be made in writing within five (5) working days following the final day of the posting. Working day is defined as 8:00 a.m. to 5:00 p.m., Monday through Friday. If an appeal is filed with the Human Resources Director, then all time limits regarding the grievance procedure shall be put on hold until such time as a decision is rendered. All requirements of the job posting shall be put on hold and delayed until acceptance of the decision is made, and/or the grievance, if filed, is resolved.

ARTICLE 18 - PAY DAY

Exclusive of unforeseen circumstances, all employees covered by this Agreement will be paid on a bi-weekly basis with paychecks issued every other Friday. If payday falls on a holiday, pay checks will be issued on the last business day preceding the holiday. Business day is defined as Monday through Friday, 8:00 a.m. to 5:00 p.m.

ARTICLE 19 - SEPARATION

Employees who terminate their services will be furnished, upon request, a letter stating their classification and length of service. Appointed personnel must give thirty (30) days' notice of intent to terminate or retire from employment. Non-appointed personnel must give fourteen (14) days' notice of intent to terminate or retire from employment.

ARTICLE 20 - OUTSIDE EMPLOYMENT

Upon approval of the Sheriff, an employee may engage in outside part-time employment provided it is not inconsistent or incompatible with, or does not interfere with, the proper discharge of the employee's duties and responsibilities as a law enforcement officer.

ARTICLE 21 - PERSONNEL INFORMATION

Section 1: Any employee at his or her request, and by appointment, shall be permitted to examine all of the information in his or her file (personal records), and shall be given a copy of all material in the personnel file if it is to be used in connection with a grievance, personal hearing or disciplinary action.

Section 2: No material derogatory to any employee covered by this Agreement shall be placed in his or her personnel file unless a copy of same is provided the employee. The employee shall be permitted to submit a written statement as to any disagreement with the facts related to such material which shall also be included in the employee's personal file. With the exception, derogatory material which is not relevant to the employee's employment shall not be retained in his or her personal file.

ARTICLE 22 - WORK DAY-WORK WEEK

Section 1: All police officers will work 2080 hours per calendar year. Officers assigned to the Patrol Division will work a rotating five (5) working and three (3) off in each eight (8) day period. The workday will be nine (9) hours. Shift rotation and shift assignments (refer to addendum B) will be determined by the Sheriff and Shift Commanders and *will be completed by November 1st of the year prior to the schedule going into effect* with a minimum of three (3) month rotation cycle with a maximum of four (4) months. Officers assigned to the Patrol Division will work an additional twenty seven (27) hours during the calendar year in addition to the stated schedule to reach 2080 hours per year. The additional twenty seven (27) hours will be added to the work schedule at the discretion of the Sheriff and will coincide with the officer's first or last days off. Officers

assigned to the Detective Division will work four (4) shifts of ten (10) hours and three (3) days off during each seven (7) day period. All Detectives shall be scheduled as off on Saturday and Sunday each week, the remaining day off shall be scheduled at the discretion of the Sheriff. At the discretion of the Sheriff, specialty positions within the Patrol Division (example: Traffic Officers) may work the 4-10 work schedule if the Sheriff determines this is in the best interest of the Department. Specialty positions may be required to work an eight (8) hour work day with five (5) days on and (2) days off during a seven (7) day period if the specialty position requires this type of work schedule (examples: School Resource Officers and Public Housing Authority Officers.)

Section 2: The work schedule for 911 communications officers and detention officers (see section 3) shall consist of six (6) consecutive days of work followed by three (3) consecutive days off. Individual shift assignments shall be based on seniority preference for 911 communications officers and Detention Officers except temporary assignments where necessary to meet the department's needs.

Section 3: On July 1, 2016 All Detention Officer will work 2080 hours per calendar year. Officers assigned to the Shift positions will work a rotating five (5) working and three (3) off in each eight (8) day period. The workday will be nine (9) hours. Individual Shift assignments will be determined by a seniority preference and *will completed by November 1st of the year prior to the schedule going into effect.* Detention Officers assigned to the Shifts will work an additional twenty seven (27) hours during the calendar year in addition to the stated schedule to reach 2080 hours per year. The additional twenty seven (27) hours will be added to the work schedule at the discretion of the Sheriff and will coincide with the officer's first or last days off. Specialty positions (non-shift) may be required to work an eight (8) hour work day with five (5) days on and (2) days off during a seven (7) day period if the specialty position requires this type of work schedule (examples: Medical Officer and Transport Officer)

Section 4: The Department Directive presented by management may not be changed or altered in any manner without mutual agreement to the change or alteration by both management and the Union.

Section 5: One (1) hour meal period shall be allowed during which time the employee must remain in contact and subject to duty.

Section 6: By the adoption of the above it is agreed that the employees shall not lose any present benefits or gain additional benefits with regard to earned leave time.

Section 7: Officers may switch shifts provided the requesting officers have the same scheduled days off and the shift change request meets with the approval of management as provided in ARTICLE 14 - RIGHTS OF MANAGEMENT, as defined in this Agreement. Any overtime costs on an officer initiated deviation from the bid shift resulting in a short change will be borne by the officers requesting the change.

ARTICLE 23 - DEFINITIONS

For the purpose of this contract, the following definitions will apply:

- (a) Regular Rate of Pay means base rate of pay as set forth in the schedules in Addendum A, B, and C plus longevity.
- (b) Base Rate of Pay means the wage schedules as set forth in Addendum A, B, and C.
- (c) Straight Time Base means the wage schedules as set forth in Addendum A, B, and C.

- (d) Wherever said in this Agreement, each singular number or term shall include the plural, and the plural, the singular, and the use of any gender shall include all genders.
- (e) Temporary means as long as the need exists as determined by management not to exceed six (6) months.
- (f) Effective July 1, 2009, the hourly rate of pay for Police Officers means the total monthly compensation as set forth in Addendum A, plus longevity divided by 173.33. The hourly rate of pay for 911 communications officers and Detention Officers shall be the total monthly compensation as set forth in Addendum's B and C plus longevity divided by 162.167 hours. The hourly rate of pay shall be used to determine overtime compensation, holiday compensation and court-time compensation. As of July 1, 2016 the hourly rate of pay for Detention Officers means the total monthly compensation as set forth in Addendum A, plus longevity divided by 173.33.

ARTICLE 24 - CLASSIFICATION/GRADE

Section 1: The following grade structure shall be instituted with five (5) year increments between each grade.

Sworn Police Officers:		
(1) Non-Confirmed Officer	(2) Confirmed Officer Grade 1 Grade 2 Grade 3 Grade 4	(3) Detective Grade 1 Grade 2 Grade 3 Grade 4
(4) Sergeant Grade 1 Grade 2 Grade 3 Grade 4	(5) Detective/Sergeant Grade 1 Grade 2 Grade 3 Grade 4	(6) Lieutenant Grade 1 Grade 2 Grade 3 Grade 4
(7) Detective/Lieutenant Grade 1 Grade 2 Grade 3 Grade 4		
Detention Officers and 911 Communications Officers: Grade A Grade B Grade C Grade D		

Detention Officer Sergeant:

Grade A

Grade B

Grade C

Grade D

If, on July 1, 2015, a covered employee is above a Grade 4/D, then the initial wage increase will be based on their base wage effective June 30, 2016.

Any employee on a Grade 4 or Grade D level will remain on that particular Grade level.

ARTICLE 25 - SPECIAL PAY PROVISIONS

Section 1 - Overtime: Employees required to work in excess of their regularly scheduled shift shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay as defined in ARTICLE 24. Employees called back to work from off duty shall be paid at least two (2) hours minimum at one and one-half (1-1/2) regular rate of pay as defined in ARTICLE 24.

Section 2 - Court Appearance: Any employee required to appear in any court hearing outside of their scheduled work shift because of a job-related case shall be compensated for a minimum of four (4) hours at his/her regular rate of pay as defined in ARTICLE 24, unless compensated by another source.

Section 3 - Shift Premium: All employees working on what is commonly referred to as the graveyard shift shall receive an additional forty (40) cents per hour in additional salary payments. Any employee working on what is commonly referred to as the afternoon shift shall receive an additional thirty (30) cents per hour in additional salary payments. In each case, the additional compensation shall apply only to hours worked on the particular shift. Effective January 1, 2000, the amount for afternoon shift shall be increased by ten (10) cents per hour.

Section 4 - Tactical Response Team: The Tactical Response Team will be paid \$540.00 on *the first non-pay period in July*.

Section 5 - Training: Field Training Officers shall be paid an additional fifty-two cents (\$.52) per hour while conducting training. The Field Training Program Supervisor shall be paid an additional \$120.00 per month when personnel are training.

Section 6 - Assistant TAC Position: The Assistant Terminal Agency Coordinator (TAC) shall be paid \$100.00 per month to compensate for the increased duties that encompass the Assistant TAC position.

The Sheriff or his designee will determine the number of Assistant TAC's, required and their duties in the 9-1-1 Center.

Section 7 - Extra Duty Pay: Extra duty shifts are defined as shifts that are not paid from the Sheriff's regular budget shall be paid bi-weekly opposite payroll week.

Section 8 - Instructor Pay: Any member of the department who instructs, or trains department personnel on an approved curriculum or lesson plan will receive compensation of thirty-five dollars (\$35.00) per subject matter presented or instructed during the month.

ARTICLE 26 - CALL OUTS

Section 1: When the absence of the regularly scheduled 911 communications officers or Detention Officer creates the need for a replacement, such replacement shall be selected from the other 911 communications officers or Detention Officers on a rotation basis so that each 911 communications officers and detention officer has an equal opportunity to work extra shifts. Employees other than 911 communications officers and detention officers may be used only when no 911 communications officers or detention officers are available. Compensation shall be one and one-half (1-1/2) times the substitute's regular rate of pay as defined in ARTICLE 24.

Section 2: When the absence of a regularly scheduled Law Enforcement Officer creates the need for a replacement, such replacement shall be selected from the other law enforcement officers on the basis of rotation

so that each officer has an equal opportunity to work extra shifts. Pay shall be at one and one-half (1-1/2) times the regular rate of pay as defined in ARTICLE 24 for the position being filled.

Section 3: The rotation list for administering Sections 1 and 2 above will be set up according to seniority. The Employer will offer the call-out shift in rotation. An employee who does not accept the call out assignment will be required to wait until all the others on the list have been offered a call out assignment before the employee's name comes up again.

Section 4: Holiday Call-Out: When the absence, on a holiday, of a regularly scheduled law enforcement officer, dispatcher, or detention officer creates the need for a replacement, on an emergency basis on a holiday, an emergency is defined as an unscheduled callout and/or holdover made on the day of the holiday to fulfill the needs of the department, such a call out will be paid three and one-half (3-1/2) times their regular rate of pay as defined in ARTICLE 24 for the following designated holidays: Christmas Day, New Year's Day, 4th of July, Thanksgiving, and St. Patrick's Day. All other holidays will be paid at the regular time and a half rate of pay as defined in ARTICLE 24.

ARTICLE 27 - UNIFORMS AND PERSONAL PROPERTY

Section 1: Employees shall be reimbursed the actual cost of damaged or destroyed clothing or personal property when such destruction or damage is caused in the performance of duty upon proper application to and approval of the Council of Commissioners. Burden of proof is the employee's responsibility.

Section 2:

- A. Sworn Officers shall receive starting July 1, 2014 one hundred dollars (\$100.00) each month as a uniform allowance to be paid on the first non-pay period in December of each year. This allowance is for the purpose of repairing and replacing the prescribed uniform. This paragraph shall apply to all sworn officers.
- B. All Detention Officers and 911 communications officers shall receive starting July 1, 2014 fifty dollars (\$50.00) each month as a uniform allowance to be paid in a lump sum payment on the first non-pay period in December of each year.

Section 3: Any significant uniform change mandated by the Employer costs will be absorbed by the new Government.

Section 4: The Employer reserves the right to conduct uniform and equipment inspections on a quarterly basis and shall have the right to require replacement and/or repair of worn articles.

ARTICLE 28 - INSURANCE

Section 1:

Below is the table indicating the Health Insurance Contributions

<u>FY15-16</u>	<u>Employer/month</u>			
Single	960.67			
Two-Party	991.35			
Family	1005.29			
<u>FY16-17</u>	<u>Employer/month</u>			
Single	960.67			
Two-Party	991.35			
Family	1005.29			

Butte – Silver Bow will pay an additional \$25 per month toward health insurance for BPPA members that are enrolled in the County health plan for the first year (2015-2016) of the contract, and an additional \$30 per month toward insurance in the second year (2016-2017) of the agreement. These increases sunset (end) at the end of the two year agreement.

Section 2: It is agreed that if the total cost of the premium is less than the Employer's contribution as designated above, then the difference shall not be deferred to wages, pension and/or fringe benefits.

Section 3: The terms and conditions of the contract between Butte-Silver Bow and the insurance carriers shall govern the participation of the employees and their dependents in the insurance plan.

Section 4: The Employer will agree to pay the out-of-pocket expense for flu shots after submission to your respective insurance carrier.

ARTICLE 29 - LONGEVITY COMPENSATION

Section 1: The longevity compensation for all members covered by this Agreement will be paid at \$17.00 per month for each year of service from date of hire.

Section 2: Employees moving from a Detention Officer or Dispatcher position into the police force shall retain their original date of hire for longevity purposes. This Section shall become effective January 1, 2000. There shall be no retroactive pay for the employees currently affected by the Section beyond January 1, 2000.

Section 3: It is understood that if an employee hired after July 1, 1992, moves from a detention officer or dispatcher position into the police force on or after July 1, 1994, then such employee shall retain their original date of hire for longevity purposes.

ARTICLE 30 - EMERGENCY MEDICAL TECHNICIAN - EMT

Section 1: All covered employees who attain and maintain EMT Certification shall receive sixty dollars (\$60.00) per month above base pay. Certification is defined as such certification attained from the National Registry for Emergency Medical Technician.

Section 2: It shall be the responsibility of the employee to present a copy of the certification to the Payroll Clerk within thirty (30) days of receipt of said certification.

ARTICLE 31 - FALSE ARREST INSURANCE

The Employer agrees to self-insure against false arrest.

ARTICLE 32 - HOLIDAYS

Section 1: All employees shall be granted the following holidays without loss of pay:

1. New Year's Day, 1st day of January
2. Martin Luther King Day, the third Monday in January
3. Lincoln's and Washington's Birthdays, the third Monday in February
4. St. Patrick's Day, 17th day of March
5. Memorial Day, last Monday in May
6. Independence Day, 4th day of July
7. Labor Day, 1st Monday in September
8. Veteran's Day, 11th day of November
9. Thanksgiving Day, 4th Thursday in November
10. Day after Thanksgiving, 4th Friday in November
11. Christmas Day, 25th day of December
12. State General Election Day
13. Every day declared a legal holiday by the President of the United States

Section 2: Employees scheduled to work and who work on said holiday will be paid an additional one and one-half (1-1/2) times their regular rate of pay as defined in ARTICLE 24.

Section 3: Holidays which fall on employee's regular scheduled day off shall be compensated on a straight time basis as defined in ARTICLE 24.

Section 4: If under federal or state law, a holiday is celebrated on a date stipulated in such law, then the day such holiday is celebrated pursuant to federal or state law shall be the date of the holiday observed as listed in the contract.

Section 5: Overtime pay for a holiday begins on the graveyard shift preceding the holiday, and ends with the graveyard shift of the holiday. Example: New Year's Day Holiday pay begins with the graveyard shift on December 31. Thus those persons working graveyard shift on December 31, day shift January 1, and afternoon shift on January 1 would receive 1-1/2 times pay. Those working graveyard shift on January 1 would receive regular pay.

Section 6: Butte-Silver Bow shall issue a separate check to each employee on or before June 10th of every year for each holiday worked and each holiday occurring on a regular scheduled day off during that year. The pay rate shall be the highest rate of pay obtained during the preceding fiscal year.

ARTICLE 33 - ANNUAL LEAVE (VACATIONS)

Annual vacations shall be granted in accordance with the following sections of State Law:

- A. 2-18-611 (MCA) – Annual vacation leave
- B. 2-18-612 (MCA) – Rate earned

- C. 2-18-617 (MCA) – Accumulation of leave – cash for unused – transfer
- D. 2-18-615 (MCA) – Absence because of illness not chargeable against vacation unless employee approves
- E. 2-18-616 (MCA) - Determination of vacation dates

Vacation scheduling shall be subject to the following provisions:

- A. Vacation weeks shall be taken consecutively unless mutually agreed upon between the Sheriff and the employee. No employee shall take more than one year's accrued vacation in any consecutive period before all other employees have had the opportunity to take a vacation.
- B. The employee will request use of primary vacation time in writing to the Sheriff or his designee, by the 15th day of the preceding month, to ensure consideration of the requested time. Any requests received following the 15th of the previous month may not be granted.
- C. Vacation periods shall be assigned with due regard to the continuity of the Department's business. To this end, employees entitled to a vacation period shall receive the same in accordance with a schedule to be prepared by the Employer, having regard to the seniority of the employees, their expressed desires as to the time of vacation, and spreading vacation so as not to interfere with the Department's business.
- D. All vacation requests must be specifically approved in writing by the Employer before the employee shall be allowed to begin a vacation, and shall not be changed without the consent of the employee affected.
- E. Employees may take split vacations by seniority. When a split vacation is taken, no employee holding less seniority will suffer the loss of his/her first choice because of the second (2nd) half of the senior employee's vacation choice.

ARTICLE 34 - SICK LEAVE

Section 1: As per Section 2-18-618 (MCA).

Section 2: A doctor's certificate or other authoritative verification by medical practitioner of illness or accident may be required by the Employer, and if so must be presented by the employee not more than forty-eight (48) hours after return to work. Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action, which may include termination. When the Employer requests verification, the Employer shall pay the expense directly related to the cost of obtaining the certification or verification from a doctor or practitioner chosen by the Employer.

Section 3: A Sick Leave Grant Program is established which will allow the direct granting or donation of accrued sick leave to qualified employees who suffer an extensive illness or accident and who have exhausted all leave benefits. The program is strictly voluntary and shall be administered in accordance with the policy approved by the Butte-Silver Bow Council of Commissioners on January 6, 1988.

Section 4: Sick leave means a leave of absence with pay for a sickness suffered by an employee or his immediate family. For the purposes of this Article, immediate family shall be defined as the employee's

spouse, children, parents, siblings, grandparents, grandchildren, nieces, nephews, aunts, uncles, brother-in-laws, sister-in laws, or spouse's children, parents, siblings, or grandparents.

Section 5: *Any employee covered by this contract who does not use a sick day the previous six (6) month period which is defined as January 1st to June 30th and/or July 1st to December 31st of each year will be entitled to one (1) extra day off with pay during the current six (6) month period. The day off may only be taken if it does not affect the efficient operation of the department and with the approval of the Sheriff and cannot be accumulated. If a covered employee uses a sick day due to a verified reportable work-related injury, or donates sick time to another employee of the City-County of Butte Silver Bow those days will not count as used sick time.*

ARTICLE 35 - OTHER LEAVE WITH PAY

Section 1 - Maternity Leave: As per section 49-2-310 through 49-2-311 (MCA).

Section 2 - Military Leave: As per section 10-1-604 (MCA).

Section 3 - Witness and Jury Duty Leave: As per Section 2-18-619 (MCA).

Section 4 - Funeral Leave: When there is a death or terminal illness in the immediate family, the Employer may grant up to, as required, five (5) days sick leave. Immediate family shall mean only persons related by blood, marriage, or legal adoption in the degree of infinity or consanguinity of grandparent, parent, wife, husband, brother, sister, child, grandchild, niece, nephew, aunt, uncle, brother-in-law, sister-in-law, and relative living within employee's household, guardian, and spouse's parents, brothers, sisters, or grandparents, step-mother or step-father. The department reserves the right to withhold funeral leave pay of an employee who abuses or falsifies an application for funeral leave benefits. The day of the funeral must be within the leave period and the taken days under this Article must be continuous working days. Funeral leave will be paid only with respect to a work day of which the employee would otherwise have worked and will not apply to an employee's scheduled day off, holidays, vacations, or any other day on which the employee would not have worked. Scheduled days off will not be changed to avoid payment of funeral leave.

Section 5 - Emergency Absence: Emergency absence for dental, optical care or treatment, or medical examination shall be charged to sick leave. The Sheriff shall require a medical verification of such absence.

Section 6 - Other: Illness that occurs during an employee's vacation may be charged to sick leave. A written medical verification or proof of illness will be required to charge to sick leave.

Section 7 - Compensatory Time: All members covered by this Agreement may elect to accrue a maximum of 120 hours (worked after April 14, 1986) of compensatory time, which is 80 hours worked times the one and one-half (1-1/2) premium rate of pay. Hours accrued or "banked" prior to April 15, 1986 do not count toward this maximum. The amount of compensatory time taken, earned, and accrued in a specific pay period will be recorded on the employee's bi-weekly paycheck.

All time worked in paragraph one of this section shall be paid at the rate of time and one-half (1-1/2) as provided for in ARTICLE 35, Section 8 of this Agreement. At no time shall an employee covered by this Agreement be required to accrue compensatory time in lieu of overtime. Employees will not be required to use compensatory time unless mutually agreed to.

All matters related to the administration of the intent of this section shall be subject to the terms and conditions of the Overtime and Non-Exempt Compensatory Time policy as adopted by the Council of Commissioners on October 21, 1987.

Section 8 - Detective Compensatory Time - Each Detective shall receive 12 hours pay at the regular rate of pay per week if on call at any time during the workweek defined as Monday 8:00 A.M. to the following Monday 8:00 A.M.

Section 9: For the purpose of this Article, leave time is defined as paid time off, consisting of vacation time, compensatory time, personal days, birthdays and unscheduled time off, including "day-for-day trades".

Section 10: It is recognized by both parties that not all shifts require the same manpower levels at all times. Therefore, the shift commanders may have the latitude to determine the manpower level on their respective shifts, as long as such is done in a fair and equitable manner and that the manpower does not drop below the minimum acceptable staffing level.

Section 11: The Butte Police Protective Association members will be allowed up to a total of 60 days leave with pay to be used exclusively for Local Police Association and State Police Association business. The Executive Board of the Association and the Sheriff or his designee will determine how the days may be used. If impasse is reached, the matter will be referred to the Human Resources Director and his/her decision shall be final and binding. Association leave days that have been previously approved may be cancelled up to 48 hours of the first leave day granted if the man power level drops below the minimum due to sickness or injury. Association leave days previously approved may not be cancelled if another member requests leave with pay.

Section 12: All members shall have their regular daily scheduled hours added to their compensatory time in lieu of two (2) personal days and one (1) birthday every year on the last pay period in June but will not be allowed to use those hours until after July 1st of that same year.

ARTICLE 36 - LEAVE WITHOUT PAY

Section 1: Employees who have been in the service of the Employer for at least six (6) months will be entitled to take a leave of absence without pay for an extended illness, personal injuries to the employee or his spouse or child provided; however, the Employer may require a doctor's certificate or other satisfactory proof of the need for such a leave. Leave of absence may be granted up to six (6) months, provided, however, the Council of Commissioners may approve leave of absence in excess of six (6) months.

Section 2 - Education Leave (in excess of 30 days): Any employee who gives evidence of being able to become more useful to the Department if he obtains further professional training may be granted an educational leave with the approval of the Chief Executive and the Council of Commissioners. The granting of this leave will be determined by:

- A. Benefit to the Law Enforcement Department: This type of leave will be allowed without pay unless an employee can continue working for the Butte-Silver Bow Government while completing the study program. Under special consideration, with the approval of the Chief Executive and the Council of Commissioners, the Butte-Silver Bow Government may grant an educational leave with pay. This is limited to a continuous period of one (1) year and requires a signed agreement by the employee to work in the department two (2) months for each month of educational leave granted.

Section 3: All leave of absence requests must be presented in writing to the employee's immediate supervisor, and shall be filed as far as practicable in advance of the leave period requested. The request shall state the following information:

1. The reason(s) for the leave request;
2. The beginning date of the requested leave; and
3. The expected date of return to work.

Each request will be decided on its own merits and must be approved in writing by the Sheriff, and a copy of the leave request and the action taken thereon must be placed in employee's personnel file.

Section 4: An employee may not take other employment during a leave of absence without written authorization from the Sheriff. Personnel may be terminated for failure to return to employment at the expiration of a leave of absence, or falsification of reasons to justify the request for a leave of absence.

Section 5: Employees on leave of absence shall not be entitled to any of the benefits set forth in this Agreement except that employees on a granted medical leave of absence shall continue to accrue seniority. Provided further that employees who are on a leave of absence that is governed by the provisions of 7-32-4131 through 7-32-4138, M.C.A., shall be entitled to any provisions of the Agreement that are necessary to satisfy those statutory rights.

ARTICLE 37 - LEGISLATION, JUDICIAL AND BOARD DECISIONS

Section 1: It is the intent of the parties hereto to abide by all Federal and State laws covering the subject matter of this Agreement.

However, in the event that any provisions, or part hereof, herein contained be rendered or declared invalid or illegal by reason of any existing or subsequent enacted legislation, either Federal or State, or any order or decision of the Board of Personnel Appeals, or any decree or decision of any court of competent jurisdiction, such invalidation or such provision, or parts thereof, shall not invalidate the remaining provisions or parts thereof, shall not invalidate the remaining provisions or parts thereof herein; provided, however, that upon such invalidation the parties hereto agree to immediately meet and negotiate such invalidated provisions, or parts thereof; the remaining provisions, or parts thereof, shall remain in full force and effect. It is further agreed that in the event that the parties hereto are finally determined by the Board of Personnel Appeals, or any court of competent jurisdiction, to be covered by any Federal or State law, the parties hereto shall immediately comply with such orders, decrees or decisions of such board or court.

Section 2: Both parties agree to abide by the decision(s) of the court(s) of appropriate jurisdiction concerning discharge or suspension and their relationship to Police Commission Laws. It is further agreed that appropriate language shall be added pursuant to the decision of said appropriate court(s).

ARTICLE 38 - MEALS

Section 1: A meal may be provided to employees of the Butte-Silver Bow Law Enforcement Department when an exigent circumstance exists. The decision to provide the meal will be at the discretion of the Sheriff or designated representative. This section shall apply only to special situations including, but not limited to, tactical situations, extended investigation of a serious crime, etc.

Section 2: A meal is defined as two sandwiches and a soft drink per person. If the Employer does not make a meal available on a reasonable basis, the individual shall be compensated \$10.00 in lieu thereof.

ARTICLE 39 - EQUIPMENT PURCHASE

Section 1: Butte-Silver Bow may purchase specialized equipment and resell it to Law Enforcement Officers. The Officers shall pay the cost of the equipment through payroll deduction, over a period of time to be determined by the cost of the item, not to exceed 12 months.

Section 2: The equipment items must exceed \$250.00 in cost to be eligible for the program. Purchases to be done on a first-come, first-service basis; however, the officer may only make one purchase during each twelve (12) month period. In the case of probationary officers, several vendor-supplied items not to exceed up to \$1,200.00 in cost constitutes one purchase. Equipment is defined as follows: Firearms, holsters, magazines and other related firearm accessories, waist gear, restraints, knives, multi-purpose tools, uniform shirts, uniform pants, uniform jackets, uniform footwear, uniform headgear, specialized clothing, flashlights, optical gear, gear storage bags, recording equipment, both audio and visual, law enforcement related training textbooks and/or videos, and any other equipment that is approved by the Sheriff.

ARTICLE 40 - DETENTION OFFICERS ADDITIONAL DUTIES

Detention Officers will be compensated an additional \$25.00 per month Special Pay for duties associated with the Twenty Four-Seven Program (24/7) and Laundry.

ARTICLE 41 - COMPENSATORY TIME BUY OUT

Section 1: Employees of the bargaining unit with accrued compensatory time will notify the Sheriff or designated representative of the portion of compensatory time the employee will sell to Butte-Silver Bow, compensatory time will not be cashed out for less than ten (10) hours. On the last payday of the month, the compensatory time shall be paid out on separate check.

Section 2: On the last pay period of June 2013, all employees who have compensatory time on the books will be required to cash in their remaining compensatory time so that their balance will be zero (0) hours.

Each year thereafter, comp hours accrued during each year will be cashed out on June 30th of that year. Compensatory time will also be cashed out prior to assuming a promoted position, and 30 day prior to changing from non-confirmed or probationary status to a confirmed non-probationary status.

ARTICLE 42 - VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA)

Section 1: Effective July 1, 1999, a Voluntary Employee Beneficiary Association (VEBA) [501(c) (9)] program shall be established for all members of the Butte Police Protective Association.

Section 2: The program agreed to is the PEBSCO Post Employment Health Plan (PEHP).

Section 3: A contribution of \$25.00 per month per employee shall be made to the Plan. The contribution is in lieu of an increased amount in the employer contribution to health insurance (RE: Article 28, Insurance). Members will be allowed to contribute additional funds to the Plan and any additional fees associated with the contribution will be the responsibility of the member. The contributions will be deducted from the members pay check.

Section 4: All covered employees must enroll and the enrollment process will be the responsibility of the Butte Police Protective Association.

Section 5: Any and all administration fees associated with the Plan are the responsibility of the employee.

Section 6 - Post Employment Health Plan: The City and County of Butte-Silver Bow, Montana, agrees to participate in the Post Employment Health Plan for Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The parties hereto designate Public Employees Benefit Services Corporation ("PEBSCO") to act as Administrator and LaSalle National Bank to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The **Employer** agrees to contribute to the Plan on behalf of the following category of eligible employees:

Those described in ARTICLE 1 – RECOGNITION.

For the term of this Agreement, the **Employer** shall contribute for each Eligible Employee, the amount as specified in Section 3 of this Article.

ARTICLE 43 - TERMINATION AND RENEWAL

Section 1: This Agreement, including all Addendum's shall supersede all rules and agreements in conflict with the Agreement, and shall remain in full force and effect from the first day of July 2011, to the 30th day of June 2013, and shall renew itself from year-to-year thereafter, unless either party notifies the other at least sixty (60) days prior to expiration, indicating that changes are desired in any or all of the provisions of this Agreement. Upon completion of negotiations and agreement on economic matters, such written agreements shall be incorporated into the Collective Bargaining Agreement and be subject to the terms and conditions thereof.

Section 2: For the contract term ending June 30, 2017, the Butte Police Protective Association will be granted the most favorable terms of any contract settlement reached during the FY 2015-2016 negotiation cycle with any other Union/Association in the following: base wage percentage increase and the increase in the employer contribution to health insurance. In the event the employer negotiates an increase in base pay with any other Union/Association in the FY 2015-2016 negotiation cycle, the BPPA will receive the same increase in base pay. The terms of such shall be implemented by a Contract Addendum. This provision of the agreement will terminate on the expiration date of this Agreement.

Addendum B. Letter of Agreement between The Butte-Police Protective Association and Butte-Silver Bow

This letter of agreement is in regard to the Butte-Silver Bow Law Enforcement Department patrol division schedule. This letter was agreed upon during negotiations between the parties for the 2015-2017 bargaining cycle. This letter expires at the same time as the collective bargaining agreement (June 30th, 2017). Per this letter, the patrol shift assignment for each officer will be bid on a seniority basis. The bid process will be separate for officers, sergeants, and lieutenants. Officers with less than three (3) years of experience as a police officer with the Butte Silver Bow Law Enforcement Department will not bid their shift. These officers will be assigned to a shift at the discretion of the sheriff or his designee. The intent of this provision is to prevent a large group of officers with minimal experience from being assigned to the same shift due to the seniority bidding process.

Both parties agree that due to the assignment of the officers with less than three (3) years of experience to varying shifts, there may be a time when officers with more than three years of experience may not get their choice of shift.

The first bid under this letter of agreement will start in January of 2016 and extend through December of 2016. There will then be bid process again which will determine the shifts from January of 2017 thru December of 2017. If there are issues that arise during the time covered by this letter of agreement, the BPPA will be allowed input into the decision making process, however, the sheriff or his designee will have the final say on how the issue is resolved.

If both parties agree, an extension of this letter can be signed. The length of the extension would be agreed upon by both parties. If no extension is agreed upon, the schedule will revert back to the rotating schedule as negotiated in Article 22 Section 1, on January 1, 2018.

For the Butte-Police Protective Association

For Butte-Silver Bow

FOR (Union)

FOR CITY AND COUNTY OF
BUTTE-SILVER BOW, MONTANA

By: _____

By: _____
Chief Executive

ATTEST:

By: _____
Clerk and Recorder

Addendum "A"

Wage Agreement: Sworn Officers, Detention Officers and 911 Communications Officers

July 1, 2015 Base Wage Increase 1.5%

July 1, 2016 Base Wage Increase 1.5%

<i>Grade</i>	<i>Step/Level</i>	<i>Classification</i>	<i>7/1/2015</i>	<i>7/1/2016</i>
01	01	Non Confirmed Officer	\$3,948.60	\$4,007.83
02	01	Confirmed Officer	4,412.15	\$4,478.34
03	01	Detective	\$4,562.45	\$4,630.88
04	01	Sergeant	\$5,063.61	\$5,139.57
05	01	Detective/Sergeant	\$5,236.28	\$5,314.83
06	01	Lieutenant	\$5,490.40	\$5,572.75
07	01	Detective/Lieutenant	\$5,677.65	\$5,762.81
08	01	Detention Officer (Probationary)	\$2,524.99	\$2,739.28
08	02	Detention Officer	\$3,212.39	\$3,485.24
09	01	Detention Officer/Sergeant	\$3,421.21	\$3,712.19
10	01	911 Communications Officer (Probationary)	\$2,411.39	\$2,447.56
10	02	911 Communications Officer	\$3,199.68	\$3,247.67

Step Increase - The following grade structure for Grades 02 through 10 shall be instituted with five (5) year increments between each grade. Each grade level will increase by twenty-five dollars (\$25.00) per month for every five years as follows:

<i>Grade</i>	<i>Sworn Police Officers:</i>	
01	5 years through 10 years	\$25.00
02	10 years through 15 years	\$50.00
03	15 years through 20 years	\$75.00
04	20 years	\$100.00

Grade Detention Officers, Detention Officer Sergeants and 911 Communications Officers:

A	5 years through 10 years	\$25.00
B	10 years through 15 years	\$50.00
C	15 years through 20 years	\$75.00
D	20 years	\$100.00