

CITY OF HAVRE DISPATCHERS COLLECTIVE BARGAINING AGREEMENT

CITY OF HAVRE

&

MONTANA PUBLIC EMPLOYEES ASSOCIATION



JULY 1 2014 THRU JUNE 30, 2015

PREAMBLE

THIS AGREEMENT is made and entered into the _____ day of _____, 2014 between the City of Havre, hereinafter referred to as the "Employer", and the Montana Public Employees Association, hereinafter referred to as the "Association." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and a basic and complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. It is understood that the Employer is engaged in furnishing an essential public service which vitally affects health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1-RECOGNITION

Section 1. The Employer recognizes the Association as the sole and exclusive representative of all employees within the bargaining unit as defined and certified by the Board of Personnel Appeals.

Section 2. It is understood that the Employer's recognition of the Association as exclusive representative for a bargaining unit shall be withdrawn if the Association is decertified through the procedure established by the Board of Personnel Appeals.

ARTICLE 2-ASSOCIATION RIGHTS

Section 1. The internal business of the Association shall be conducted by the employees during their non-duty hours.

Section 2. The Association's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations matters, provided that such visitations shall be coordinated in advance with Management, and shall not unduly disrupt work in progress.

Section 3. Accredited Association representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file, with the exception of medical information unless the issue involves such matters, and only where justification is advanced for such access by the Association.

Section 4. The Association may be allowed to use the employer's facilities for Association meetings contingent upon availability and management approval. The Association shall be liable for any damages as a result of such use.

ARTICLE 3-ASSOCIATION SECURITY

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Association as a term and condition of employment.

Section 2. The Association will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 4-MANAGEMENT RIGHTS (In compliance with State Statute 39-31-303 MCA)

The Union shall recognize the prerogatives of the City 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 such 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 city operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the City in situations of emergency; and
7. Establish the methods and processes by which work is performed.

Such rights are retained by the Employer unless such rights are specifically relinquished in this Agreement.

ARTICLE 5 - NON-DISCRIMINATION

No member of the Association shall be discharged or discriminated against for upholding Association principles. The Employer and the Association affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of the employees' skills and ability without regard to race, color, creed, national origin, age, sex, marital status, political beliefs or handicap.

ARTICLE 6-PAY AND HOURS

Section 1. Conditions relative to and governing wages and salaries are contained in Addendum A of this Agreement.

Section 2. The agreed upon work schedule is attached as Addendum B to this Agreement. The Union and its members recognize that in the case of emergencies and

other situations concerning staffing levels, public safety and other unforeseen circumstances, management may change to a different work schedule. In the case where a permanent schedule change is requested by management, the Employer agrees to meet with the Union and their members to come up with a new schedule.

Section 3. A work week shall be 40 hours. Any hours worked in excess of 40 hours shall be compensated at the rate of one and one-half the employee's regular rate of pay. No employee shall be required to flex hours to avert overtime unless there is mutual agreement to flex such hours between the employee and their supervisor.

Section 4. Employees who are covered by this Agreement who are called out to work, or must testify in a court of law concerning work outside of their regularly assigned schedule shall receive a minimum of three hours of pay at the rate of time and one-half their regular rate of pay. It is understood that such call-out pay is not an extension of the employee's regularly assigned shift. The employee shall be required to work the entire 3 hours of call-out.

Section 5. No employee covered by this agreement shall have their hours reduced or be replaced by part-time employees.

Section 6. Authorized holiday leave, sick leave, annual leave, or compensatory time shall constitute time worked when computing overtime under this Article.

Section 7. The Employer agrees that no supervisor or administrator will regularly perform the duties of an employee covered by this Agreement who is ready, willing and able to perform such duties and who would normally be entitled to overtime for such performance. In cases of emergency the Association recognizes that management may fill in for their employees until such time an employee can be called out to work.

ARTICLE 7 - HOLIDAYS

Section 1. For pay purposes the following shall be recognized holidays for bargaining unit employees:

New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25
General Election Day	In even numbered years

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided in Section 3. If the full-time employee is not in a full pay status, then the holiday shall be prorated based upon the hours worked during the pay period the holiday is observed.

Section 3. When a full-time employee is required by the Employer to work on a holiday listed above, s/he will be paid at the rate of two and one-half times his/her regular rate of pay for every hour worked on the holiday, or at the employee's option, one and one-half times his/her regular rate of pay and alternate time off equaling the number of hours worked on the holiday, to be taken off at a time agreeable to the employee and his/her supervisor. When the holiday falls on the employees regularly scheduled day off, another day shall be picked that is mutually agreeable to the employee and supervisor. If the employee is not in a full-time status, then the benefit in this section shall be prorated.

Section 4. Each employee shall receive 8 hours of holiday time off less any hours actually worked on the holiday. For example, if an employee works 2 hours on the holiday, s/he shall receive 2 hours pay at the rate of two and one-half times his/her regular rate of pay and 6 hours alternate time off. If the holiday falls on a regularly scheduled day off, the holiday benefit is 8 hours.

ARTICLE 7 - LEAVES

Section 1. The Family & Medical Leave Act shall supersede all other leave benefits unless other benefits exceed the provisions of the Family & Medical Leave Act.

Section 2. JURY AND WITNESS DUTY. Employees summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, MCA.

Section 3. SICK LEAVE. Employees shall be granted sick leave per 2-18-618, MCA, and according to the following:

Section 4. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave to sick leave and utilize sick leave credits upon furnishing Management acceptable medical certification, if required.

Section 5. ANNUAL LEAVE. Annual leave shall be taken with mutual agreement between the employee and their immediate supervisor. Annual leave shall be taken in accordance with city policy.

Section 6. LEAVE WITHOUT PAY. Leave without pay shall be in accordance with city policy.

Section 7. MILITARY LEAVE. Military leave shall be granted in accordance with 10-1-604, MCA, and city policy.

Section 8. INDUSTRIAL ACCIDENT LEAVE. An employee injured on the job and eligible for Industrial Accident benefits shall retain all rights to his/her previously held position in accordance with city policy.

Section 9. If an employee is scheduled to work 10 hours, sick leave and annual leave for such day shall be taken up to 10 hours.

ARTICLE 8 - GRIEVANCES AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement. Addendum B, attached hereto, shall be utilized to resolve grievances.

Section 2. During the processing of any matter under this Article, the Association agrees not to strike, render unfair reports or cause slowdowns, and the Employer agrees not to lock out employees represented by the Association.

ARTICLE 9 - JOB SECURITY

Section 1. A probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not, in the judgment of the employee's supervisor, meet the required standard of performance.

The probationary period shall last for twelve calendar months. If the Employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the Employer. A probationary employee is not covered by the grievance procedure in this collective bargaining agreement.

Section 2. The City may discharge any employee with permanent status only for just cause. The City shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such actions and shall in addition notify the Association of the removal of an employee for cause. An employee with permanent status may appeal his/her dismissal, suspension or other punitive disciplinary action through the grievance procedure.

ARTICLE 10 – DISCIPLINARY ACTION

Section 1. The City shall issue an employee who is subject to disciplinary action a Written Warning as a first step in formal disciplinary action. If the specific breach of discipline reoccurs, then the City shall use a disciplinary suspension not to exceed one day if there is a reoccurrence of the specific disciplinary action. If the specific

disciplinary action reoccurs once again, the City may use a longer term suspension or termination of employment.

Section 2. The City and Association agree that progressive discipline may not apply when the misconduct or job performance is so egregious that a long term suspension or termination of employment may be justified. Such actions as gross insubordination, physical violence, or verbal abuse that is threatening and demeaning to coworkers or the public are examples of such egregious behavior or misconduct.

Section 3. Formal disciplinary action (Written Warning Letters, Suspension Without Pay) is considered temporary contents of the personnel file. If there is no reoccurrence the specific breach of discipline or other formal disciplinary action within three (3) years of the issuing of the disciplinary action, such disciplinary shall be removed from the employee's personnel file.

Section 4. Formal disciplinary action taken against an employee shall include the signature of the employee, or a statement from a witness that the employee refused to sign the formal disciplinary action. An employee's signature does not indicate that the employee agrees with the disciplinary action, it only indicates that the employee was presented the disciplinary action, and it was reviewed with them by their supervisor.

ARTICLE 11- SENIORITY

Section 1. Seniority means the length of service with dispatch as a member of the dispatch bargaining unit.

Section 2. Seniority shall cease to accrue if an employee is laid off, transfers out of the bargaining unit, or is in a leave without pay status for sixty days or more. Employees who are laid off shall retain their seniority if they are called back from a layoff.

ARTICLE 12- LAYOFF NOTIFICATION & RETURN TO WORK

Section 1. The City shall give permanent employees subject to lay-off a minimum of 30 calendar days' notice prior to lay-off.

Section 2. Layoff shall be by seniority. The last permanent employee hired shall be the first employee placed in a layoff status. The last employee in a layoff status shall be the first employee recalled to work. The City shall send a certified letter to the employees last known address offering them

Re-employment. The employee shall have ten calendar days to notify the City that they plan on returning to work.

Section 3. The right to recall a laid off employee shall be for one year from the date the employee was placed in a layoff status. No part-time employees shall be used to fill hours that a laid off full time employee would be entitled to.

ARTICLE 13-DRESS CODE

Section 1. If the City requires an employee to wear uniform or specific types of clothing, then the City shall purchase such uniform or clothing.

Section 2. Where the City does not require a uniform or specific type of clothing, then the employee must present them self in a neat and clean appearance in accordance with police department policy.

ARTICLE 14 – ENTIRE AGREEMENT

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 15 - SEVERABILITY

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

ARTICLE 16 – TERM OF AGREEMENT


Section 1. This Agreement shall be effective as of the date of ratification, and shall remain in full force and effect from July 1, ~~2015~~²⁰¹⁴ through June 30, ~~2014~~²⁰¹⁵. Prior to the expiration of this contract either party can give written notice of their intent to open the contract for modifications. If neither party opens the contract prior to the expiration date, said contract shall remain in full force and effect for the preceding year.

Section 2. The terms and conditions of this agreement shall remain in force during collective bargaining, and until such time a new agreement is reached between the parties.

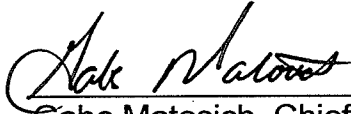
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This Agreement is signed and dated the 7 day of Oct, 2014.

FOR THE CITY OF HAVRE



Tim Solomon, Mayor




Gabe Matosich, Chief of Police

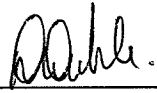
FOR MPEA



Karly Martin, Unit President



Quinton Nyman, MPEA Exec Dir



Darcy Dahle, MPEA Field Rep

ADDENDUM A

	Grade
Step	
1	2,417
2	2,429
3	2,441
4	2,453
5	2,466
6	2,478
7	2,490
8	2,503
9	2,515
10	2,528
11	2,541
12	2,553
13	2,566
14	2,579
15	2,592
16	2,605
17	2,618
18	2,631
19	2,644
20	2,657
21	2,671
22	2,684
23	2,697
24	2,711
25	2,724
26	2,738
27	2,752
28	2,765
29	2,779
30	2,793
31	2,807

STEP = COMPLETED YEARS OF SERVICE PLUS TWO STEPS

Shift Differential Pay

For hours worked between 20:30 and 06:30 additional \$.50 per hour shall be paid.

ADDENDUM B GRIEVANCE PROCEDURE

Step 1. Any dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement shall be reduced to writing and taken up with the Chief of Police within 15 working days of the grievance. The Chief of Police shall have 10 working days to respond in writing.

Step 2. If the grievance is not resolved at step 1, the grievance may be presented to the Mayor within 10 working days of receiving the Chief's response. The Mayor shall have 10 working days to respond to the grievance.

Step 3. The Union may submit an appeal to the City Council not later than 10 calendar days from the issuing of the Mayor's response. The City Council will hear the matter at the next opportunity for placing the matter on the agenda of a regular Council meeting. The Council will issue a written decision to the Union not later than 10 calendar days from the Council meeting subsequent to the one during which the grievance was heard.

If the employee is not satisfied with the Council's response, then the grievance shall be reviewed by the MPEA Executive Director for review for arbitration. The Union shall have 15 working days to determine if the grievance is going to final and binding arbitration.

Step 4. A list of arbitrator's shall be requested from the State Board of Personnel Appeals. The parties shall mutually agree to one of the arbitrators. If the parties cannot mutually agree to an arbitrator, then they shall strike names from the list to determine who shall be the arbitrator.

RULES OF GRIEVANCE PROCESSING

1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step. 'Days' or 'Working days' are defined as Monday through Friday excluding holidays.
2. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to the next step.

RULES OF ARBITRATION

1. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the cost.

2. The arbitrator may not add to, subtract from or modify the terms of this Agreement.
3. If an arbitrator charges cancellation fees, then both parties shall share the cost of cancellation fees.

ADDENDUM C SCHEDULING

The established schedule shall be an 8 hr. - 10 hr. schedule. Employees working a 5 day portion of their schedule shall work 8 hours per assigned shift. Employees working 4 day schedule of their assigned shift shall work a 10 hour shift. The schedule may be changed by management when staffing, emergencies, or other legitimate business reasons exist to use another schedule to insure coverage.