



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, MARCH 12, 2019  
6:30 PM  
COUNCIL CHAMBERS**

**Public Input:** *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.*

*Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony and written evidence. The City Council will base its decision on the record created during the public hearing. Any comments provided tonight will not be included in the record or considered by the City Council.*

**General Items**

1. Reappointment of Evan Bruce to the Yellowstone Historic Preservation Board for a term ending December 31, 2020.

**Executive Review**

2. Resolution - A Resolution Of The City Council Authorizing The Developer Of Iron Horse Station Subdivision To Install A Stormwater Pond Within Dedicated Parkland Within The Subdivision Pursuant To LMC 16.40.040.
3. Resolution - Resolution Selecting \_\_\_\_\_ For The City Of Laurel's (2018-2019) Pavement Maintenance Project And Authorizing The Mayor To Sign A Contract For Completion Of The Project
4. Resolution - A Resolution Of The City Council Approving A Three-Year Agreement Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.
5. Ordinance - An Ordinance Amending Title 2, Chapters 2.08, 2.12, And 2.60 Of The Laurel Municipal Code For The Purpose Of Clarifying That Current City Employees Are Not Eligible To Serve As Members Of City Committees And Commissions Or To Serve As Elected City Officers In Accordance With Montana Law.

**Council Issues**

**Other Items**

**Review of Draft Council Agendas**

[Draft](#) City Council Agenda for March 19, 2019.

**Attendance at Upcoming Council Meeting**

**Announcements**

7. Employee and Volunteer Recognition

<b>Employees:</b>		
Christopher Erb	10 years on the 11 <sup>th</sup>	Library
<b>Volunteers:</b>		
Sean McCleary	10 years on the 17 <sup>th</sup>	Fire
Travis Nagel	10 years on the 17 <sup>th</sup>	Fire
Jennifer Winchell	2 years on the 8 <sup>th</sup>	Fire

Christopher Franklin	3 years on the 21 <sup>st</sup>	Ambulance
Levi Vandersloot	3 years on the 21 <sup>st</sup>	Ambulance
Jacob Hann	2 years on the 21 <sup>st</sup>	Ambulance

**The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.**

### **DATES TO REMEMBER**

**RESOLUTION NO. R09-\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE DEVELOPER OF IRON HORSE STATION SUBDIVISION TO INSTALL A STORMWATER POND WITHIN DEADCATED PARKLAND WITHIN THE SUBDIVISION PURSUANT TO LMC 16.40.040.**

WHEREAS, pursuant to LMC 16.40.040 the City Council may authorize the construction or installation of stormwater ponds within public park land if the storm water pond constitutes an amenity to the park; and

WHEREAS, the developer of Iron Horse Subdivision requested permission to install a stormwater pond within the subdivision which will subsequently be utilized as an amenity as future development occurs; and

WHEREAS, the City's Park Board considered the request and has approved such request, and further recommends approval of the same by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby approves the installation and/or construction of a stormwater pond in the parkland area as described and shown on the attached exhibits which are attached hereto and by this reference made a part of this resolution.

Introduced at a regular meeting of the City Council on \_\_\_\_\_, 2019, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED by the Mayor this \_\_ day of \_\_\_\_\_, 2019.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

CITY HALL  
115 W. 1<sup>ST</sup> ST.  
MAYOR OFC.: 628-8456  
PUB. WORKS: 628-4796  
WATER OFC.: 628-7431  
COURT: 628-1964  
FAX 628-2241

# City Of Laurel

P.O. Box 10  
Laurel, Montana 59044



## Park Board

March 4, 2019

Mayor and City Council

Re, Iron Horse Station Subdivision, allowing a stormwater pond in park area.

The developer of Iron Horse Station Subdivision is proposing to install a stormwater pond in lands that were dedicated to be used as a park. Stormwater ponds are allowed in dedicated parkland as per Laurel's Municipal Code 16.40.040 if they are designed as an amenity to the park. The final design for the stormwater pond will be presented to the Park Board in the future if the City Council approves the pond to be included as an amenity to this park area.

On February 7, 2019 the Park Board voted 5-0 to recommend to the City Council allowing the developer to install a stormwater pond in the park area of block 8 of Iron Horse Station Subdivision. This permission is needed in order to finalize the design plans for the streets, water and sewer line installations.

Respectfully,

Scott Stokes  
Chairperson

Attached;    Proposed Pond Exhibit  
                  LMC 16.40.040

mine whether the park dedication must be a land donation, cash donation, or a combination of both. The combination could include some land dedication to meet the requirement with the cash-in-lieu balance going toward park improvements on the land dedicated. In determining whether land or cash is suitable, proximity to existing parks, including schools and other public or private recreational facilities shall be considered.

D. A park maintenance district shall be formed or expanded with any new parkland dedication. (Ord. 07-01 (part), 2007)

**16.40.020 School land dedication in lieu of park land dedication (MCA Section 76-3-621(8)).**

Subject to the approval of the governing body and acceptance by the Laurel school board of trustees, a subdivider may dedicate land as required by herein to the school district. (Ord. 07-01 (part), 2007)

**16.40.030 Linear park land dedication for trail corridors.**

To be consistent with Laurel's bike/ped plan heritage trail plan, city and county GMP's, and the Yellowstone River greenway master plan linear parks for trails may be counted toward the required parkland dedication. (Ord. 07-01 (part), 2007)

**16.40.040 Stormwater detention/retention ponds in parks.**

Stormwater detention or retention ponds may be located within public park land, but such areas shall not count toward the park land dedication requirement unless they are designed and constructed to serve as an amenity to the park and fit into the planned uses and improvements to the park. An example of a stormwater detention area that is an amenity

to a park could be several ponds with water features connecting them designed to have a trail around them with picnic shelters. (Ord. 07-01 (part), 2007)

**16.40.050 Determining cash contribution for park land.**

Upon submittal of a final plat application, the subdivider shall provide one of the following to verify the fair market value of the land being subdivided that supports the cash contribution for park land the subdivider is providing:

A. A comparative market analysis performed by a licensed realtor that meets the following criteria:

1. It provides the per acre sale price of at least three comparable parcels of land;
2. The comparable sales must have occurred within one year of the date of the subdivision final plat application submittal; and
3. The comparable sales must be within two miles of the subdivision.

B. A raw land appraisal by a licensed appraiser.

C. The sale price of the property being subdivided if it was purchased within one year of the date of the subdivision final plat application submittal. (Ord. 07-01 (part), 2007)

**16.40.060 Use of dedicated money or land for parks (MCA Section 76-3-621(5)).**

The appropriate governing body shall use the dedicated money or land for development, acquisition, or maintenance of parks to serve the subdivision and community as follows:

A. The governing body may use the dedicated money to acquire, develop, or maintain, within its jurisdiction, parks, or recreational areas, or use the money for the purchase of





**RESOLUTION NO. R19-\_\_**

**RESOLUTION AWARDING HARDRIVES CONSTRUCTION, INC. THE CONTRACT FOR THE CITY OF LAUREL'S 2019 PAVEMENT MAINTENANCE PROJECT AND TO AUTHORIZE THE MAYOR TO SIGN CONTRACT DOCUMENTS ON THE CITY'S BEHALF.**

WHEREAS, the City of Laurel planned and publicly advertised the project known as the 2019 Pavement Maintenance Project, and the City received responsive bids from qualified contractors; and

WHEREAS, the City's Engineers, KLJ, and City Staff considered the bids received and recommends the City Council award the project and that the contract is in the City's best interest; and

WHEREAS, Hardrives Construction, Inc. submitted a bid of \$137,698.00 and both KLJ and the City Staff have determined the bid is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FUTHER RESOLVED the City Council hereby awards bid and project to Hardrives Construction, Inc. for the bid price of \$137,698.00. The Mayor and City Clerk are authorized to sign all necessary documents, agreements or contracts on the City's behalf consistent with this resolution.

Introduced at a regular meeting of the City Council on \_\_\_\_\_, 2019, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this \_\_\_\_ day of \_\_\_\_\_, 2019

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_ 2019.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam Painter, Civil City Attorney



2611 Gabel Road  
Billings, MT 59102-7329  
406 245 5499  
[KLJENG.COM](http://KLJENG.COM)

March 8, 2019

Kurt Markegard  
City of Laurel  
115 W. 1st Street  
Laurel, MT 59144

Re: Laurel 2019 Pavement Maintenance Project – Recommendation of Award

Dear Kurt:

Bids for the 2019 Pavement Maintenance project were received March 8, 2019. Three (3) bids were opened and read aloud ranging from \$137,698.00 to \$164,993.75. The bids were checked for mathematical accuracy and one significant discrepancy was found, as noted on the attached Bid Tabulation. However, we determined that the discrepancy should not affect awarding the Project to the lowest bidder.

The low bidder is Hardrives Construction, Inc., and we recommend the contract be awarded for the Base Bid of \$137,698.00. Enclosed is the Notice of Award form for the City's approval. Please sign and return four (4) original forms; upon receipt, we will work with Hardrives Construction, Inc. to route final Contract Documents for the City's approval.

If you have any questions or concerns, please contact me at (406) 245-5499.

Sincerely,

**KLJ**

A handwritten signature in blue ink, appearing to read 'Carl Jackson', written over a light blue rectangular background.

Carl Jackson, PE  
Project Manager

Enclosure(s): Notice of Award (4 copies)  
Tabulation of Bids

Project #: 1904-00230

cc via email to expedite delivery: Brittney Moormon, Bethany Langve



**TABULATION OF BIDS**  
2019 Pavement Maintenance (KLJ Project 1904-00230)  
CITY OF LAUREL, MONTANA  
March 8, 2019



				Engineers Opinion of Cost		Hardrives Construction, Inc.		Wharton Asphalt		Pavement Maintenance Solutions <sup>1</sup>	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	<b>BASE BID</b>										
101	Mobilization	1	LS	\$ 14,300.00	\$ 14,300.00	\$ 17,000.00	\$ 17,000.00	\$ 12,733.00	\$ 12,733.00	\$ 30,000.00	\$ 30,000.00
102	Taxes, Bonds & Insurance	1	LS	\$ 4,300.00	\$ 4,300.00	\$ 1,500.00	\$ 1,500.00	\$ 5,306.00	\$ 5,306.00	\$ 3,500.00	\$ 3,500.00
103	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00	\$ 11,033.00	\$ 11,033.00	\$ 15,500.00	\$ 15,500.00
104	Crack Route & Seal	1,269	LF	\$ 2.00	\$ 2,538.00	\$ 1.40	\$ 1,776.60	\$ 7.00	\$ 8,883.00	\$ 3.75	\$ 4,758.75
105	CHFRS-2P Asphalt Seal & Chip Coat - 3/8" Gradation	25,720	SY	\$ 3.00	\$ 77,160.00	\$ 2.00	\$ 51,440.00	\$ 2.50	\$ 64,300.00	\$ 1,200.00	\$30,864,000.00
106	SS-1 or CSS-1 Emulsified Asphalt (Fog Seal Only)	3,344	GAL	\$ 3.50	\$ 11,704.00	\$ 3.10	\$ 10,366.40	\$ 2.30	\$ 7,691.20	\$ 2.00	\$ 6,688.00
107	Thermoplastic Pavement Marking - Symbols	195	SF	\$ 55.00	\$ 10,725.00	\$ 50.00	\$ 9,750.00	\$ 51.75	\$ 10,091.25	\$ 50.00	\$ 9,750.00
108	Thermoplastic Pavement Marking - White (8-Inch)	315	LF	\$ 16.00	\$ 5,040.00	\$ 15.00	\$ 4,725.00	\$ 15.75	\$ 4,961.25	\$ 15.00	\$ 4,725.00
109	Thermoplastic Pavement Marking - White (24-Inch)	640	LF	\$ 40.00	\$ 25,600.00	\$ 51.00	\$ 32,640.00	\$ 52.20	\$ 33,408.00	\$ 50.00	\$ 32,000.00
<b>Total of Base Bid</b>				<b>\$ 161,367.00</b>		<b>\$ 137,698.00</b>		<b>\$ 158,406.70</b>		<b>\$ 30,970,921.75</b>	

<sup>1</sup> The total bid amount read during the bid opening was \$164,993.75 and the discrepancy is evident in Bid Item 105. Per the Contract Documents, unit prices govern so the corrected amount is shown above.

This represents a true tabulation of bids opened and read on March 8, 2019

Carl Jackson, PE

Project Manager

Date Signed: March 11, 2019

# Notice of Award

Date: 3/12/2019

Project: 2019 Pavement Maintenance

Owner: City of Laurel

Owner's Contract No.:

Contract: Base Bid

Engineer's Project No.: 1904-00230

Bidder: Hardrives Construction, Inc.

Bidder's Address: 4800 Helfrick Road

Billings, MT 59101

You are notified that your Bid dated March 8, 2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 2019 Pavement Maintenance.

The Contract Price of your Contract is One Hundred Thirty-Seven Thousand Six Hundred Ninety-Eight Dollars and No Cents (\$137,698.00).

4 copies of the proposed Contract Documents (including Drawings) accompany this Notice of Award.

(tbd) sets of Drawings and Specifications will be delivered separately or otherwise made available to you.

You must comply with the following conditions precedent within fifteen (15) days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent: (none)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel

Owner

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Copy to Engineer

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Owner's Contract No.:

Contract: Base Bid

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City of Laurel

Owner

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Copy to Engineer



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City of Laurel

Owner

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Copy to Engineer

**RESOLUTION NO. R19-\_\_**

**A RESOLUTION OF THE CITY COUNCIL APPROVING A THREE-YEAR  
AGREEMENT BETWEEN THE CITY OF LAUREL AND LOCAL UNION  
LOCAL 303, AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFSCME.**

WHEREAS, the City of Laurel and the above Union have been actively negotiating a labor agreement through their respective negotiation teams; and

WHEREAS, the negotiating teams arrived at an agreement through collective bargaining efforts and have prepared the final written agreement in which all modifications, additions or deletions have been written and approved by a vote of the Union membership; and

WHEREAS, the Agreement provides a three-year agreement for all working conditions contained in the attached agreement; and

WHEREAS, the City Council must also additionally approve the attached agreement in order to finalize and implement the agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The attached agreement between the City of Laurel and the Union is hereby approved. In accordance with the terms of the agreement, such approval is retroactive to July 1, 2018.

Section 2: Execution. The Mayor, Clerk-Treasurer and City's negotiating team are hereby given authority to execute said agreement on behalf of the City.

Introduced at a regular meeting of the City Council on \_\_\_\_\_, 2019, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED by the Mayor this \_\_th day of \_\_\_\_\_, 2019.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

Approved as to form:

---

Sam S. Painter, Civil City Attorney

AGREEMENT  
BETWEEN  
THE CITY OF LAUREL  
AND  
LOCAL 303

AMERICAN FEDERATION OF STATE  
COUNTY & MUNICIPAL EMPLOYEES  
MONTANA STATE COUNCIL 9

AFL-CIO  
REPRESENTING THE  
EMPLOYEES OF THE  
CITY OF LAUREL, MONTANA

JULY 1, 2018 – JUNE 30, 2021



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# **AGREEMENT**

This Agreement is made and entered into by and between the City of Laurel, Yellowstone County, Montana, hereinafter referred to as "Employer", and Local 303, American Federation of State, County and Municipal Employees, AFL-CIO, Laurel, Montana, hereinafter referred to as "Union" and "Employee(s)".

WITNESS: In consideration of the mutual covenants herein set forth which have been mutually agreed to, the Employer and the Union agree to be bound as follows:

## **ARTICLE I – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Laurel Police Department, as listed by classification in Addendum "A", attached and by this reference made a part of this Agreement as though fully set forth herein, excluding elected and appointed officials, supervisory employees, management officials, and members of any City Board or Commission.

## **ARTICLE II – UNION SECURITY**

Section 1. Membership Information: The Union shall receive ample opportunity to provide membership information to Union-represented positions during the employee onboarding process. The City and the Union shall work together to ensure reasonable access during the onboarding process through either in-person presentations or other avenues.

The Union and the City agree that the City may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-31-201, MCA. The parties further agree that the City shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.

Section 2. The Union shall indemnify and hold the Employer harmless, for any action that the Employer takes in response to any written request of the Union, by certified mail, to terminate an employee for reasons identified in Article II, Section 1.

## **ARTICLE III – DUES ASSIGNMENT**

Section 1. The Employer agrees to accept and honor voluntary written assignments of wages or salaries due employees covered by this Agreement for union dues, initiation fees, or agency shop fees.

Section 2. The amounts to be deducted shall be certified to the Employer by the Secretary of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union within five (5) working days after payroll warrants are issued.

Section 3. The Union agrees to hold harmless the Employer from any loss or damage arising from the operation of this Article due to unintentional errors.

## **ARTICLE IV – MANAGEMENT RIGHTS**

Section 1. Rights of the Employer: The Union recognizes that the Employer has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the Employer to the full extent authorized by law.

Section 2. Management Rights: Public employees and their Representatives shall recognize the prerogatives of the Employer to operate and manage its affairs in such areas, but not limited to: (MCA 39-31-303)

- a. Direct employees;
- b. Hire, promote, transfer, assign and retain employees;
- c. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be ineffective or unproductive;
- d. Maintain the efficiency of government operations;
- e. Determine the methods, means, job classifications and personnel by which the government operations are to be conducted;
- f. Take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency;
- g. Establish the methods and processes by which work is performed.

Section 3. Effective Laws, Rules and Regulations: The parties recognize the right, obligation, and duty of the Employer, and its duly designated officials, to promulgate rules, regulations, directives, and orders from time to time as deemed necessary in so far as such rules, regulations, directives, and orders are not in conflict with the terms of this Agreement. All terms of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of the state and federal governmental agencies.

## **ARTICLE V – NONDISCRIMINATION**

Section 1. It is agreed between the parties that each will fully comply with applicable laws and regulations regarding discrimination against any employee or applicant for employment, or any applicant for Union membership, because of a person's race, religion, color, national origin, age, marital status, sex or disability.

Section 2. It is further recognized that no employee shall be discharged or discriminated against by the Employer for such employee upholding Union principals or Union activities.

## **ARTICLE VI – STRIKES AND LOCKOUTS**

Section 1. There shall not be any layoffs due to contracting out of bargaining unit work during the term of this Agreement.

Section 2. The Union and City agree to abide by state law (MCA 39-31-501 through MCA 39-31-505), regarding binding arbitration, for all positions under this contract as set out in Addendum "A".

Section 3. The Union recognizes that the Employer has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members.

## **ARTICLE VII – SENIORITY**

Section 1. Seniority means an employee's length of continuous service with the Employer since his/her last date of hire.

Section 2. Seniority with the Employer may be affected by:

- a. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, previous service upon re-employment shall count towards seniority.
- b. To be absent from the job due to a 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 re-employment shall count towards seniority.
- c. To be absent from the job due to active military leave will not affect seniority. Time spent in military service will count towards seniority. After completion of military service, the Employer shall re-hire such persons in accordance with applicable federal law.
- d. An employee's continuous service for purposes of seniority shall be broken by voluntary resignation, discharge for just cause, and by retirement.
  - (1) Seniority shall stop accumulating, but not be forfeited, when an employee is transferred or promoted to a position not covered by this Agreement. Should a qualified employee of the Laurel Police Department not covered by this Agreement return to a covered



open position, his/her seniority shall resume upon the assumption of the covered position.

- (2) If the employee does not successfully complete the probationary period in the new position and is returned to an open covered position by the City, the employee's seniority continues without interruption. If an employee returns to an open covered position during the probationary period of his/her own will, his/her seniority resumes where it stopped accumulating.

- e. Absences due to injury in the line of duty shall be considered time worked for the purposes of determining seniority and granting of any benefits, which are based upon seniority covered by this Agreement.

Section 3. The Employer shall recognize seniority and minimum qualifications in awarding promotions to employees when filling newly created or vacated positions, or when filling special duty assignments within the Police Department. If qualifications are equal, seniority shall prevail. It is the intention of the parties of this Agreement that the Employer shall grant preference to current employees.

Section 4. Layoffs caused by reduction in force shall be in order of seniority within the City; that is, the last employee hired shall be the first released. Full-time and part-time employees who are scheduled to be released shall be given at least ten (10) working days' notice. All recalls to employment shall likewise be in order of seniority within the City; that is, the last employee released as a result of reduction in force shall be the first rehired when the Employer needs additional employees. The Employer shall notify such employees to return to work on a certain date and furnish the Union Secretary a copy of such notification, and if the employee fails to notify the Employer within five (5) working days of his/her intentions to return to work, the employee shall be considered as having forfeited his/her right to re-employment. No regular established employee shall be laid off while there are still seasonal employees working for Employer.

Section 5. If Employer fails to provide ten (10) working days' notice to the employee, and employee is terminated without cause, under the layoff provisions herein, said employee shall be granted two (2) weeks' pay at his/her regular rate of pay.

Section 6. Employees may protest their seniority designation through the usual grievance procedures if they have cause to believe an error has been made.

Section 7. Application of Seniority to Overtime and Call-Outs: The Employer agrees there is one seniority list for the purpose of overtime and call-out within the Police Department. Employer shall consider the position involved and the purpose of the overtime and/or call-out.

Section 8. Seniority in a position will take priority when two employees hold the same position on a special duty assignment (detective, drug unit, school resource officer), and one position is eliminated.

## ARTICLE VIII – HOURS OF WORK

Section 1. Workweek: A standard workweek shall consist of forty (40) hours, and shall begin at 7 a.m. Monday and shall terminate at 6:59 a.m. on the Monday following. This shall exclude the 6/3 rotation set out below.

Section 2. Work period: Work periods for the positions identified in Addendum “A” may include, but is not limited to, the following:

- a. A 5/2 rotation, composed of any five (5) consecutive eight (8) hour workdays immediately followed by two (2) days off, consisting of forty (40) hours.
- b. A 4/3 rotation, composed of four (4) consecutive ten (10) hour days with three consecutive days off, consisting of forty (40) hours.
- c. A 6/3 rotation, composed of those positions that will provide the primary 24-hour coverage and consists of six consecutive workdays of 8½ hours each followed by three consecutive days off.
- d. A 3.5/3.5 rotation, composed of three (3) consecutive twelve (12) hour days and a four (4) hour day followed by three and one-half (3.5) consecutive days off, consisting of forty (40) hours.
- e. A 2/2/3 rotation, composed of two weeks of shifts, where the blocks of on and off days follow a 2-2-3 pattern. Officers are divided into two equal teams working rotating 12-hour shifts as follows. (Note: this schedule must begin on a Monday.) The parties agree this schedule does not constitute a 2/3/2 Individual Schedule.
  - 1. Team one will work 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, and 3 days off.
  - 2. Team two will work 2 days off, 2 days on, 3 days off, 2 days on, 2 days off, and 3 days on.
  - 3. Personnel assigned to the 2-2-3 schedule will forfeit any and all shift differential payments. Forfeiture of differential payments will only be while the 2-2-3 schedule is in use and only those assigned to work the 2-2-3 schedule.
- f. The work period for part-time personnel shall be assigned as needed by Employer's Chief of Police or designee.
- g. The shift schedule and work period set out above may be changed by mutual agreement between the Union and Employer's Chief of Police or designee.

### Section 3. Work Schedule:

- a. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time, except in cases of emergency when life or property are in imminent danger and for the employee in the "cover shift" position on the 6/3 rotation.
- b. Police officers and dispatchers shall bid for shifts three times each year and shall begin on the first Monday in the months of January, June and September. (Shift bids will coincide with the vacation request. Each employee will have five (5) calendar days to complete their request at which time it will proceed to the next employee in order of seniority. Employees who fail to bid in the appropriate time frame will forfeit their opportunity to bid and will move to the bottom of the bidding list. The Chief of Police or designee will post the shift bid allowing enough time for all bidding employees to use their five (5) calendar days.) The schedule may be changed upon the mutual agreement of the Union and Employer's Chief of Police or designee. No overtime will be earned or straight time lost as a result of a shift change that is the result of shift bidding.
- c. Employer's Chief of Police or designee may assign a probationary officer any shift deemed appropriate and the assignment will take precedence over shift bidding.
- d. Employees may trade shifts voluntarily, subject to the following limitations:
  - 1) The trade cannot affect overtime earnings for either employee;
  - 2) No more than 3 consecutive days may be traded in any month;
  - 3) The employee originally assigned a shift remains responsible that the shift is covered; and
  - 4) A shift trade is an agreement between employees and in doing so the employees agree to hold Employer harmless.
- e. After shift bid is completed, two employees may request to trade the remainder of the shift bidding if the circumstances support determination that a trade is necessary by the Employer's Chief of Police or designee and Union president.
- f. Employer's Chief of Police or designee may assign a particular employee to a shift for one rotation for the betterment of the employee and Police Department.

- g. Work schedules showing the employee's shifts, workdays and hours shall be posted. Except for emergency situations, work schedules shall not be changed except for the employee in the "cover shift" position on the 6/3 rotation.
- h. All positions set out in Addendum "A" shall be considered shift workers unless specifically agreed and identified otherwise.

#### Section 4. Lunch and Rest Periods:

- a. All employees shall be granted a paid lunch period of 30 minutes during each work shift consisting of more than four (4) hours. Employees are subject to call out during the break.
- b. Two rest breaks of fifteen (15) minutes are provided, one in each half of the workday. The time and place of the rest period shall be determined by the supervisor.

### **ARTICLE IX – COMPENSATION**

#### Section 1. Salaries, Wages and Longevity:

- a. Employee classification and conditions relative to and governing wages, salaries, or extraordinary pay rates are contained in Addendum "B" to this Agreement, which is attached to and by this reference made a part hereof as though fully set forth herein.
- b. Longevity pay benefits are contained in Addendum "C" to this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein.
- c. It is mutually agreed between the parties that compensation will be paid on or before 9:00 a.m. every other Friday following completion of the work period.

#### Section 2. Overtime:

- a. Time worked outside the employee's regular shift schedule shall be compensated at time and one-half.
- b. An employee that works more than sixteen (16) continuous hours or over sixteen total hours in a work day will be compensated at two (2) times their normal rate of pay for each hour after the 16<sup>th</sup> hour.

- c. No employee shall work more than sixteen consecutive hours unless in case of emergency.
- d. Scheduled overtime is defined as the filling of a shift and is subject to the scheduled overtime guidelines.
- e. Situational overtime is defined as an incident requiring a specific employee or employee type.
- f. An employee shall receive short back pay of 16 hours (double time) at their regular rate of pay if they are scheduled to work with less than 8 hours rest period between shifts in a 24-hour period to receive 40 hours within the workweek. Short back pay does not apply to an overtime situation or as a result of shift bidding.
- g. No overtime shall be worked without the approval of his/her supervisor.
- h. Employees shall not be required to suspend work during regular hours to absorb overtime.
- i. Overtime shall be paid in half-hour (1/2) increments as follows:
  - 0 – 30 minutes = ½ hour
  - 31 - 60 minutes = 1 hour
- j. When computing overtime, sick leave or vacation time taken during the workweek will be considered time worked.
- k. The drug investigator shall not be required to be available for scheduled overtime. For scheduled overtime, the first person offered the overtime will be the most senior employee, and then continuing to the most junior employee scheduled off during the day the overtime is needed.
 

If none of the employees on their day off wish to work the scheduled overtime, the employees working on each side of the empty shift will split the shift evenly. An employee not wishing to split the shift may refuse the overtime unless no replacement is available; then the employee must work the shift.
- l. It is not the intention of the parties to have employees work overtime in positions for which they are not trained, licensed, or qualified except in a bona fide emergency and at the explicit direction of the Employer's Chief of Police or designee.
- m. There shall be no compounding or pyramiding of overtime pay, holiday pay, or premium pay, and only the highest applicable rate will be paid.
- n. The shift is considered to be overtime when there is no cover shift available to fill the shift, or part-time employee with less than forty (40) hours available to fill the shift.

Section 3. Compensatory Time: Employees under this Agreement may receive compensatory time in lieu of overtime payment in compliance with the provisions of the Fair Labor Standards Act, as amended.

- a. The employee has the option to save and use as approved leave within the same calendar year, or receive a lump-sum payment on the first payday in December of each calendar year.
- b. Employer shall pay each employee's lump-sum payment by separate check for accounting purposes.

Section 4. Call Outs: Each and every call-out will be for a minimum of two and one half (2½) hours of pay. All time worked will be compensated at one and one-half (1½) times the regular rate of pay. Time shall be calculated from the time of employee notification to time of completion of the duty assigned.

Section 5. Court Time: Employees required to appear for court hearings of trials shall be compensated at a rate of one and a half (1½) times the employee's normal rate of pay. Time shall be paid for a minimum of three (3) hours, or until the conclusion of court hearings or trials if greater than three (3) hours. If Employer fails to notify an employee regarding a cancellation or continuation of a scheduled court hearing or trial by 5:30 p.m. the day before the scheduled court hearing or trial, the employee must be compensated three (3) hours of pay at one and a half (1½) times the employee's normal rate of pay.

Section 6. Special Assignments:

a. Field Training Officer – Union members who are designated as a Field Training Officer for the purposes of training probationary officers shall receive one dollar (\$1.00) per hour as incentive pay for these additional responsibilities. Field Training Officer pay will be paid for each hour worked as a Field Training Officer for probationary employee (officers and dispatch only), not for police reserves. Field Training Officer pay will be in addition to detective pay when the detective is assigned to conduct Field Training Officer duties.

b. Detectives – Union members who are assigned to the detective division for city cases will receive an additional one dollar (\$1.00) per hour as incentive pay for these additional responsibilities.



## ARTICLE X – HOLIDAYS

Section 1. Employees will receive straight time pay at their basic hourly wage for each of the following named holidays:

1.	New Year's Day	January 1
2.	Martin Luther King Day	3 <sup>rd</sup> Monday in January
3.	Presidents' Day	3 <sup>rd</sup> Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	1 <sup>st</sup> Monday in September
7.	Columbus Day	2 <sup>nd</sup> Monday in October
8.	Veterans' Day	November 11
9.	Thanksgiving Day	4 <sup>th</sup> Thursday in November
10.	Christmas Day	December 25
11.	State General Election Day	(when applicable)

Also legal holidays declared by the President of the United States and the Governor of Montana, with the concurrence of the Mayor of the City of Laurel. All accumulation of holiday pay shall be in accordance with the Montana Operations Manual (MOM).

Section 2. Part-time employees shall receive holiday pay on a pro-rated basis, based on their average hours worked.

Section 3. The holiday will be observed on the day/date stated in this Agreement (the actual holiday) for all employees subject to this Agreement.

Section 4. Work performed on the holiday will be paid at one and one-half (1½) times the regular rate of pay for hours worked in addition to holiday pay, unless the employee has elected to accumulate such holiday in accordance with Section 7. Holiday pay is for eight (8) hours. An employee who is scheduled for a day off on a legal holiday shall be compensated for either holiday pay at straight time, bank the holiday hours at straight time, or take an alternative day off in lieu of the holiday with permission of the Employer's Chief of Police or designee.

Section 5. If a holiday falls on an employee's annual vacation, or while an employee is on approved sick leave, the employee shall be compensated by either receiving eight (8) hours pay at their regular straight time rate of pay or by a one-day extension of their vacation leave, at the employee's option. Employer shall not charge the additional time as sick leave or vacation.

Section 6. Employees may elect to bank holiday time. In the event the holiday time is not used by the last work day in June, a lump sum for the remaining time will be paid out on the first pay period in July by a separate check.

## ARTICLE XI – ANNUAL VACATION LEAVE

Section 1. Each full-time employee earns paid vacation as follows:

	Work day credit per year*
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years and over	24

\*Based on an eight (8) hour day

An employee is not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

Section 2. A part-time employee is entitled to pro-rated vacation benefits after working the qualifying period of six (6) months.

Section 3. Vacation credits may be accrued to a total not to exceed two (2) times the maximum number of days earned annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first 90 days of the next calendar year or be forfeited.

Section 4. Vacations must be requested in writing and approved by the Employer's Chief of Police or designee. Vacation bids will coincide with the bidding of shifts. Each employee will have five (5) calendar days to complete their request at which time it will proceed to the next employee in order of seniority. Employees who fail to bid in the appropriate time frame will forfeit their opportunity to bid and will move to the bottom of the bidding list. The Chief of Police or designee will post the vacation bid with enough time for all bidding employees to use their five (5) calendar days. Vacation time may be split. Any conflict in schedules will be determined by seniority, Employer's best interests, and the best interests of the employee. All parties concerned have five (5) calendar days from the time the approved vacation list is posted to make corrections. Vacation requests after the beginning of the shift change shall be on a first come, first served basis. If vacation has been approved by the parties, seniority cannot affect or change the vacation schedule. The number of employees off in the Police Department may be limited based upon the workload and shall be determined at the discretion of Employer's Chief of Police or designee.

Section 5. Leave requests and responses. Employee must submit leave requests for more than four (4) consecutive days at least seven (7) days prior to the requested leave. Employer shall respond no later than five (5) working days prior to the leave requested. Employee must submit leave requests for less than four (4) days at least two (2) days prior to the requested leave. Employer shall respond no later than one (1) working day prior to the leave requested.

Section 6. Vacation and sick leave shall not accrue during a leave of absence without pay.

Section 7. Leaves of absence without pay may be used to extend regular vacation with prior approval of the Employer's Chief of Police or designee.

Section 8. An employee who terminates his/her employment is entitled, upon the date of such termination, to cash compensation for any unused vacation leave, assuming that the employee has worked the qualifying period set forth in Section 1.

In the event, however, an employee transfers between departments of the Employer, there shall be no cash compensation paid for the unused vacation leave. In such a transfer, the receiving department assumes the liability for the accrued vacation credits transferred with the employee.

Section 9. In the event of the death of an employee, unused earned vacation time shall be paid to the employee's heirs at his/her regular rate of pay providing the proper forms provided by the City Clerk-Treasurer's office have been signed and are in the employee's file.

Section 10. Vacation charges and credits shall be charged to the nearest full hour.

Section 11. Employer shall not terminate or separate an employee from employment in an attempt to circumvent the provisions of this Article. Should a dispute arise under this Article, it shall be resolved pursuant to the grievance procedures.

## **ARTICLE XII – SICK LEAVE**

Section 1. Sick leave means a leave of absence with pay for sickness suffered by an employee or his/her immediate family. Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, pregnancy, or pregnancy-related illness, exposure to contagious disease that requires quarantine, or the necessary absence from duty to receive medical or dental examination or treatment.

Section 2. Each full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, one (1) day per month up to twelve (12) working days per year sick leave at regular pay. Proportionate sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of working days he/she may accumulate.

Section 3. An employee may not accrue sick leave credits during a continuous leave of absence without pay which exceeds fifteen (15) working days. Employees are not entitled to be paid for sick leave under the provisions of this Article until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to all sick leave credits he/she has earned.

Part-time employees receive pro-rated sick leave credit. Temporary and seasonal employees are entitled to sick leave benefits provided they have worked the qualifying period.

Section 4. An employee who terminates his/her employment is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time the employee terminates their employment.

However, when an employee transfers between departments, the employee shall not be entitled to a lump-sum payment. The department receiving the transferred employee shall assume responsibility for the accrued sick leave.

An employee who receives a lump-sum payment pursuant to this Article and who is reemployed by the Employer shall not be credited with any previous sick leave.

Sick leave charges in excess of earned sick leave credits may be charged to earned and available leave or leave without pay at the employee's option with the Employer's Chief of Police or designee's approval.

Section 5. Sick leave is for the benefit of the employee or his/her immediate family members who are sick and is not intended to be additional time off with pay. Abuse of sick leave or the falsification of illness, injury, or other authorized claim misrepresenting the actual reason for charging an absence to sick leave, or the use of sick leave for any unauthorized purposes constitute cause for termination. Employer must substantiate charges of sick leave abuse resulting in the employee's termination.

Section 6. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulate sick leave.

An employee on sick leave shall inform his/her immediate supervisor, or Employer's Chief of Police or designee, of the fact as soon as possible.

After the third consecutive day of sick leave, a medical certification may be required by the Employer. If the Employer requires a medical certificate, the Employer will pay the cost of such certificate.

Section 7. Sick leave pertaining to shift personnel:

- a. Cover shift or part-time personnel must work for an employee who is on sick leave unless it is an overtime situation; then the Employer shall follow the overtime procedure.

- b. Employees working during another employee's illness, if an overtime situation, will submit extra time to their supervisor on the daily time report, which will be paid at one and one-half (1½) times his/her hourly rate.

Section 8. Sick leave charges and credits shall be charged to the nearest full hour.

Section 9. Employees covered by the Workers' Compensation Act are entitled to benefits administered under the provisions of the Act when they suffer injury or illness as a result of their employment. An employee may elect to use their accrued sick leave credits to supplement their Workers' Compensation payments, but not to exceed their normal expected pay, in accordance with the applicable laws and regulations of the State of Montana.

Section 10. In the event that an employee becomes incapable of performing the duties of his/her regular position through occupational illness or injury, the Employer may transfer the employee without loss of pay to a position for which he/she is qualified, provided the change can be accomplished without displacing another employee.

Section 11. Emergency Sick Leave:

- a. Emergency sick leave is defined as a necessary absence due to (1) the illness of a member of the employee's immediate family; or (2) the death of a member of the employee's immediate family.
- b. An employee's immediate family includes: spouse, children, parents, grandparents, grandchildren, brothers, sisters, in-laws, step relatives, household dependents, and similar relation of the employee's spouse.
- c. Emergency sick leave charged against an employee's sick leave credits shall not exceed a total of five (5) working days per illness in the immediate family. In addition, emergency sick leave charged against an employee's sick leave credits shall not exceed a total of five (5) workdays for each death in the immediate family.
- d. Employees may be granted three (3) additional days leave with pay for a death in the family (not to be charged to sick leave), as provided in Article XIII, Section 3.

## **ARTICLE XIII – LEAVE WITH OR WITHOUT PAY**

Section 1. Military Leave: Upon formal request, either oral or written, for military leave, a regular or temporary full-time employee, who is a member of the organized state militia or the reserve military forces of the United States, and who has satisfactorily completed six (6) months of employment, is eligible to receive up to fifteen working (15) days, with pay, per calendar year

of military leave. Any part-time employee meeting the above requirements is eligible to receive pro-rated military leave. The employee will submit a copy of their military orders, upon receipt, to the Employer to substantiate such leave request.

An employee who has not completed six (6) months employment is not eligible to receive military leave with pay; however, he/she will be given leave without pay to attend cruises, encampments, or other similar training upon a formal request either oral or written, for such leave. The employee will submit a copy of their military orders, upon receipt, to the Employer to substantiate such leave request.

Section 2. Family and Medical Leave: The Employer may grant Family and Medical Leave after completion of fifty-two (52) weeks of employment, and a minimum of 1250 hours worked in the year preceding the leave, unpaid leave, not to exceed twelve (12) workweeks in a twelve-month period for reasons of bona fide serious health condition, child or family care, or other allowable care. All leaves must be requested in writing and shall state the reason for the leave and the date desired. A doctor's certification may be required for any medical or family leave. All leaves shall be granted only in writing by the Mayor or his designee. Upon the expiration of the leave or upon notification of intent to return, the employee will be returned to their original position, or one equivalent in the employee's classification. Notwithstanding the provisions of the Family and Medical Leave Act (FMLA), the reinstatement of an employee returning from FMLA leave shall not displace another employee, or limit another employee's hours of work, who was a member of the bargaining unit upon commencement of such leave, except as may be mutually agreed to by the Union and the Employer.

While on a family medical leave of absence, any employee benefits will be continued in the same manner that would have been provided had the employee not taken any leave. If the employee fails to return from such a leave, the employee may be required to repay such extended benefits.

Section 3. Bereavement Leave: Upon the death of a member of the employee's immediate family, an employee may be granted up to three (3) working days off with pay. In addition, up to five (5) additional days bereavement leave may be charged to sick leave by requesting the time off from Employer's Chief of Police or designee who must obtain approval of the Mayor or Chief Administrative Officer. Employees shall be granted leave not to exceed four (4) hours to attend the funeral of employees.

Section 4. Jury Duty: Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward all the fees to the Employer. Juror fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to charge his/her juror time off against annual leave, he/she shall not be required to remit to the Employer any juror fee, expense, or mileage allowance paid by the Court.

An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the Employer. Witness fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to charge his/her witness time off against his/her annual leave, he/she shall not be required to

remit witness fees to the Employer. In no instance is an employee required to remit to the Employer any expense or mileage allowances paid him/her by the Court.

The Employer may request the Court to excuse the employee from jury duty if they are needed for the proper operation of the department.

Section 5. If an employee is required to testify at any legal hearing or trial due to an event that occurred while the employee was on duty or acting within the scope of his/her authority, the employee may elect to have the Employer pay for all travel and expenses for the employee. To receive this benefit, the employee will sign over to the Employer any compensation received for the testimony and the employee will receive his/her normal rate of pay. However, if an employee elects to charge the time off against annual leave, the employee shall not be required to remit to the Employer any fee, expense, or mileage allowance paid by the court.

#### Section 5. Other Leaves With or Without Pay:

- a. After satisfactory completion of the probationary period, leaves of absence may be granted for good and sufficient reason with prior approval of the Employer. Leaves may be used for personal business requiring the employee's attention and other reason mutually agreed upon. Employees may take a leave of absence without pay without loss or charge against other leave and if the work schedule allows. Requests for a leave of absence without pay shall be submitted in writing by the employee to the Employer's Chief of Police or designee. The request shall state the reason for the leave and the approximate length of time off the employee desires.
- b. Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "duly authorized representatives of the Union". "Duly authorized representatives" means members of regularly constituted committees and/or officers of the Union, pursuant to a list supplied to the Employer.
- c. Any employee subject to this Agreement, elected or appointed to public office, shall be entitled to a leave of absence not to exceed one hundred eighty (180) days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disability certified to by a licensed physician.
- d. Leave, with or without pay, may be granted by the Employer for attendance at a college, university or business school for the purpose of



training in subjects related to the work of the employee that will benefit the employee and the Employer.

Section 6. Personal Leave: Each employee is entitled to thirty (30) hours of personal leave per contract (fiscal) year. Part-time employees will receive a pro-rated amount of personal leave. Employees must utilize personal leave prior to utilizing their comp or vacation leave. Employer shall not compensate or pay-out employees for unused personal leave. If an employee fails to utilize his/her personal leave during the year, he/she shall forfeit all unused personal leave. Employees shall coordinate the use of personal leave with the Employer's Chief of Police or designee, who must approve leave requests.

## **ARTICLE XIV – WORKING CONDITIONS**

Section 1. Separations: Employees who terminate their service will be furnished, upon request, a letter stating their classification, length of service and reason for leaving.

Section 2. Union Bulletin Boards: Employer will allow the Union to place Union-owned bulletin boards in convenient places in any work area to be used for Union business.

Section 3. Off-Duty Meetings: Employees shall be compensated at the rate of time and one-half (1½) their regular rate of pay if required to attend a meeting on their own time. If an employee is called out for a meeting, such employee shall be paid for a call-out.

Section 4. Education Conference: The Employer agrees that time off with pay may be granted to an employee to attend an educational conference, seminar, or convention with the mutual consent of the Employer's Chief of Police or designee and the employee. In the event an employee needs to earn educational credits to maintain a license or certification, which belongs to the employee, the employee will furnish the Employer in writing the number of credits earned and to which license or certification the educational credits are to be credited.

Section 5. Training: A training committee shall be established comprised of the Captain, one employee assigned to the patrol division, and one employee assigned to dispatch. The training committee shall determine and schedule all training as available, pending available funding.

Section 6. Past Practices: Employer agrees to recognize that wages will not be reduced because of this Agreement. Employer further agrees that working conditions and benefits enjoyed by employees will continue by the adoption of this Agreement, subject to budgetary limitations and analysis of departmental requirements.

Section 7. Visits by Union Representatives: Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-

CIO shall have full and free access to the premises of the Employer at any time during working hours to conduct union business, provided the representative shall notify the Employer's Chief of Police or designee of their presence.

Section 8. Supervisor's Performance of Bargaining Unit Work: No supervisory or management employee shall perform duties of a bargaining unit employee, except infrequent work of short duration due to severe emergencies to avoid accident or injury, or to maintain the health and safety of the Employer and/or the City of Laurel.

Section 9. Uniform Allowance: The Employer shall establish a Police Department Uniform Account:

- a. Purpose: The purpose of the account shall be to provide assistance to Police Officers to maintain their uniforms.
- b. Maximum limits per fiscal year:

New Hire Police Officer (first year only)	\$1,000.00
Police Officer	\$ 800.00
Animal Control/Parking Attendant	\$ 400.00
- c. All uniform allowance payments shall be due and payable at the beginning of each fiscal year. It shall be the employee(s) responsibility to purchase their required uniforms and accessories.
- d. Modification: If there is any significant uniform change mandated by the Employer, related costs shall be absorbed by the Employer.
- e. New Hire: Newly-hired employees shall receive the same uniform allowance as other employees within the first five (5) days of employment. If an employee voluntarily terminates his/her employment within one year from date of employment, the employee will have deducted from the final check the amount of the clothing allowance *he/she* received.
- g. A standard list of required uniform items and accessories will be developed by the Employer's Chief of Police or designee and approved by the City Council and posted by the Employer.

Section 10. Labor/Management Coordinating Committee: The parties agree to meet and establish a Labor/Management Coordinating Committee whose membership, meeting schedule, policies, procedures, rules and regulation shall be established by and between the Committee members.

## ARTICLE XV – HEALTH, SAFETY AND WELFARE

Section 1. Workers' Compensation Insurance: Employer shall maintain Workers' Compensation Insurance on all employees. Each employee must, within twenty-four (24) hours, verbally if physically possible, or seventy-two (72) hours of the accident, report in writing to the Employer any personal injuries received in the course of employment. Each employee must give notification to their immediate supervisor during the work shift, except in cases of emergency and if the supervisor is not accessible when the injury occurs. Failure to do so may result in the loss of benefits.

### Section 2. Health Insurance Plan:

The Employer shall maintain an insurance program for the employee and their dependents, substantially equivalent to the existing program and available through the selected insurance company as previously approved by the Insurance Committee and Management, with the following contribution limitations, unless increased by the City:

Employee Only	\$ 823.87/month
Employee/child(ren)	\$ 823.87/month
Employee/spouse	\$1100.00/month
Employee/family	\$1100.00/month

The Employer shall adjust the Employee only and Employee/Child(ren) contribution yearly as the premium increases up to the \$1,100/month maximum. The Employee only and Employee/Child(ren) contributions shall remain the same as an Employee only contribution, which includes health, dental and vision coverage. The Employee/Child(ren) rate may be used in any combination of health/dental/vision or only health insurance if employee desires.

The parties agree that an insurance committee shall be created, with fair and equitable representation for all employees of the city who are entitled to receive insurance benefits. The Insurance Committee shall review all matters of the insurance program and make recommendations to the Employer. If the Employer does not adopt the recommendations of the Insurance Committee, the matter will be returned to the Insurance Committee, with recommendations and explanations, for further review until the Employer and the Insurance Committee reaches mutual agreement.

Section 3. First Aid Kits: The Employer shall provide and maintain first aid kits in convenient places in each work area. "Work Area" shall be determined by the Employer's Chief of Police or designee.

Section 4. Safety: Safety is everyone's business. Employer shall provide and maintain all safety gear (i.e. hard hats, crash helmets, rain gear, rubber boots, rubber gloves, and goggles) and all other equipment required by MOSHA. Each employee is to wear and/or use safety equipment furnished, or required by the Employer, including the use of seat belts, orange safety vests, hard hats, hand, eye, and body protection gear as appropriate. Employer shall issue specific guidelines in the use of safety equipment and safety practices. Failure to use safety equipment furnished and follow safety guidelines may lead to disciplinary action.

The Union, Employer, and employees shall cooperate in complying with the general safety standards and special standards as required by the State Department of Labor and Industry, MOSHA, OSHA, and the Employer's Safety Standards. MOSHA inspections – the representative from the work area being inspected may accompany the state representative on any such inspections.

No employee shall be required to perform unreasonable services that may seriously endanger his/her physical safety. Refusal by the employee, with valid and substantiated reason, will not warrant or justify suspension, dismissal, or other disciplinary action.

Section 5. Safety Committee: A union member will be included in the Safety Committee when formed.

Section 6. Unemployment Insurance: Employer shall provide all employees covered by this Agreement with Unemployment Insurance.

Section 7. Drug and Alcohol-Free Workplace: Employees are prohibited from the use, consumption, distribution, or unauthorized possession of controlled substances (illegal drugs) or alcoholic beverages while on duty; to unlawfully manufacture, distribute, dispense, possess, or use a controlled substance (illegal drugs) at the work site or in any Employer-owned vehicle, at any time in any Employer-owned vehicle; or reporting to work under the influence of illegal drugs and/or alcohol.

As a condition of employment, each employee must abide by the terms of this policy and notify the Mayor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. In the event the employee is operating in a department funded in whole or part by a federal grant, the sponsoring agency will be notified of such conviction within ten calendar days after receiving notice of the conviction.

Discipline for any violation will be in accordance with the disciplinary procedures that may include suspension and/or termination. As an alternative to termination, the employee may be referred to available drug and alcohol abuse assistance or rehabilitation programs.

Section 8. Gym Membership: The City agrees to pay the annual gym membership, up to \$300.00 per year per employee, who elect to participate in the Gym Membership program offered through the City's insurance plan. If the City's insurance plan no longer offers provisions for gym membership, the City agrees to reimburse the employee up to \$300.00 per year for gym membership. Reimbursement will only be made after the employee provides the City a gym membership receipt.

Section 9. Changing Area: The Employer shall provide a designated area to be available as a changing room. Employer shall endeavor to make a shower operational if possible.

Section 10. Healthy Work Environment: A healthy work environment shall be provided to all employees. The Union must notify the Employer's Chief of Police or designee of any unhealthy work environment. The unhealthy work environment must be corrected by the Employer's Chief of Police or designee.

## **ARTICLE XVI – JOB POSTING**

Section 1. When a new position is created or a vacancy occurs in any existing position listed under Addendum "A", Employee Classification Program, the Employer shall prepare and furnish to the union secretary and post in places to be agreed upon by the Employer and the Union stating, among other things: location and title of position to be filled, a listing of the essential job functions, principal duties, minimum qualifications, hours of work, assigned days of rest, salary range of the position, whether the position is a regular established position or temporary (if temporary, how long it is probable that the position will continue), the starting date of the assignment; last day when applications will be received and accepted, and to whom the applications shall be filed.

- a. When a vacancy or newly created position is posted when an employee is on vacation, sick leave, or any approved leave, the employee has two (2) working days to bid for such position after he/she returns to work.
- b. If a position is vacant due to an employee bidding another position in the Employer, the position vacated will be bid as temporary or left vacant until the previous employee has completed his/her probationary period or posted as vacant.
- c. Employer shall post such vacancies in all departments for a period of no less than five (5) working days.
- d. An employee who bids into a new position may not bid into another position until he/she completes his/her probationary period, unless agreed by the Union and the Employer that such action is in the best interest of the Employer.
  - (1) Exception: If no employee bids a position, the employee who is serving the probationary period may bid for the position within three (3) working days after the closing date of the bid;
  - (2) Exception: If an employee is disqualified by the Employer from his/her position during his/her probationary period and reverts back to the originally-held position, such employee may then bid other jobs; and

- (3) If more than one employee bids, the procedure for awarding will be the same as for bidding a position.
- e. If no qualified employee bids on a posted position, Employer may search outside its current employees for an applicant to fill such position.
- f. Employer shall not bid a vacated position where an employee will be first assigned as temporary and then regular full-time position unless the Employer is prepared to fill the fully-funded position within two (2) weeks of the closing date of the final bid. No employee shall be awarded such a position and be held in his/her old position for a period that exceeds two (2) working weeks.

Section 2. The filling of any vacancy through promotion shall be done so in accordance with Article captioned "Seniority" of this Agreement. Any salary adjustments shall be made in accordance with Addendum "B".

Section 3. When a senior employee, who has applied for a bulletin position, is not assigned the position, he/she shall upon request, be entitled to be advised in writing the reason he/she did not receive the assignment. If not satisfied with the reason stated, he/she may invoke the grievance procedure as outlined in this Agreement.

Section 4. During the employee's probation period, the employee has the right to revert back his/her previously held position within the first 30 days of the 12-month probationary period.

Section 5. Prior to opening any city employment position to the public, members of Local 303 will be allowed to bid the position. The applying member must meet the "minimum requirements" as stated by the city. The employee must understand that "overtime" may be required for the position.

## **ARTICLE XVII – DISCIPLINE**

Section 1. Penalties for violations of Policy are outlined in Addendum "D" to this Agreement.

Section 2. If the Employer determines at any time during an employee's initial twelve (12) month employment probationary period that the service of the probationary employee is unsatisfactory, the employee may be discharged upon written notice from the Employer without recourse through the grievance procedures.

## **ARTICLE XVIII – GRIEVANCE PROCEDURE**

### **Section 1.** Definitions:

“Grievance” is defined as an employee’s alleged violation of a specific term of this Agreement or an employee’s dispute regarding an interpretation of the Agreement.

“Grievant” shall mean a bargaining unit employee (“Employee”), Union Member, member or Employer.

“Union” shall mean the Local 303, American Federation of State, County and Municipal Employees, AFL-CIO.

**Section 2.** Agreement and Purposes. Employer and the Union agree that 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 Union to address grievances informally; both parties commit themselves to make every effort to resolve problems when they arise. Direct communications and discussion should result in a full disclosure of acts and a fair and speedy resolution to most complaints arising out of day-to-day operations. If the grievance is not resolved informally, the following procedure will apply.

Each grievance will be submitted separately except when the Employer and Union mutually agree to have more than one grievance handled in one procedure.

Grievances by the Employer, should they occur as a result of official Union activities or actions, shall be presented directly by the City’s Chief Administrative Officer or Mayor to the Union President within fifteen (15) calendar days of the date upon which he/she became aware of the situation prompting the grievance. The Union President shall provide a written answer within fifteen (15) days. If the grievance is not resolved, the following procedures will apply.

**Section 3.** Procedures. The following procedures shall be used by a Grievant when seeking relief of his/her 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 either party to answer within the time limits set forth in this grievance procedure entitles the grievant to advance the grievance to the next step.

### **Step 1. Chief of Police**

A Grievant who believes he/she has a grievance shall 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 reduced to 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. The written grievance shall be filed with the Chief of Police. The Chief of Police shall meet with the Grievant and issue a written decision and disposition of the grievance within fifteen (15) calendar days of the meeting.

## **Step 2. Union Member Grievance Presentation to the Union**

If the Grievant is not satisfied with the decision and disposition through Step 1, the Grievant shall submit the grievance petition to the Union within five (5) calendar days' receipt of the Chief of Police's written decision and disposition of the grievance issued pursuant to Step 1. The Union shall have fifteen (15) calendar days to provide a response to the Union Member. If the Union determines no basis for the grievance exists, no further action on the part of the Union is necessary since the grievance shall be considered null and void. If the Union determines, by a majority vote of the members present at a posted meeting, that a valid grievance exists, the grievance shall proceed to Step 3.

## **Step 3. Appeal to the City's Chief Administrative Officer and Mayor**

If the grievance remains unresolved and the Union determines a valid grievance exists pursuant to Step 2, the Union shall have fifteen (15) calendar days after the Union's decision in Step 2, for an appeal of the Chief of Police's decision to the CAO and/or Mayor. The CAO and/or Mayor shall issue a written decision on the grievance within fifteen (15) calendar days.

## **Step 4. Appeal to the Grievance Committee**

- a. The Union and Employer shall utilize a Grievance Committee as provided herein for Appeals of decisions rendered pursuant to Step 3. The Grievance Committee shall constitute three members. The Members must include a duly appointed and serving member of the City's Police Commission, a Union Member, and an Employer representative. The Grievance Committee for each grievance shall be formed and selected by random name draw. The Union and Employer shall provide each other the names of at least three representatives who are willing to serve on the Grievance Committee by January 1 of each year. The Grievance

Committee shall include only those members who have not had any active participation in the current grievance before the Grievance Committee.

- b. The Union President and City's Chief Administrative Officer shall meet and form the Grievance Committee by random draw five working days after Step 4 is initiated. The Grievance Committee shall convene within ten (10) days and shall conduct a hearing where the Union and Employer may present their arguments and any documentary evidence as part of the record. The Grievance Committee shall render a decision within fifteen (15) days after the hearing. The Grievance Committee decision is final unless the Union or Employer elects to proceed to Step 5.

## **Step 5. Arbitration**

- a. The Union and the Employer agree to submit to arbitration any grievance which has not been resolved through the above-enumerated grievance steps and procedures, provided it is submitted within ten (10) calendar days following the decision of the Grievance Committee. The Union or the Employer shall notify the other party in writing that the matter is to be submitted for Arbitration.
- b. The arbitrator shall be selected by mutual agreement. If a selection is not possible, the Union and Employer shall jointly request a list of five (5) names from the Montana Board of Personnel Appeals. The parties shall, within ten (10) 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.
- c. 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 Union. The arbitrator shall issue a decision within 30 calendar day 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 the Agreement.
- d. It is mutually agreed that representatives of the Employer and the Union are the only proper parties to the arbitration proceedings, and the proceedings shall not be open to the public unless required to be an open meeting pursuant to law.

- e. The Employer and the Union shall each bear their own fees and expenses incurred through the arbitration, and the two parties shall share equally the cost of the arbitrator.
- f. The time limits, as specified, may be extended by mutual written consent of the parties.
- g. The Union agrees, in consideration to 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 XIX – SAVINGS CLAUSE**

Should any article, section, or portion thereof, of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof. Any city ordinance passed subsequent to the adoption of this Agreement that would contravene the terms of this Agreement shall not apply during the life of this Agreement.

## ARTICLE XX – TERMS, AMENDMENTS, AND MODIFICATIONS OF THE AGREEMENT

Section 1. The provisions of this Agreement shall be effective July 1, 2018 and will remain in full force and effect until June 30, 2021. This Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other, not later than sixty (60) days prior to its termination date, that it desires to make changes. In the event changes are desired, the parties shall seek forthwith to arrange a meeting for the purpose of negotiating changes and shall remain in full force and effect until negotiations are concluded.

Negotiations shall begin no later than thirty (30) days prior to the anniversary date of this Agreement.


Section 2. Neither party to the Agreement shall make unilateral changes in the terms of the basic Agreement, pending the settlement of the outstanding differences through mutually agreeable procedures.

**In Witness Whereby:** The parties, acting by and through their respective and duly authorized officers and representatives, have set their hands and seals on this 19<sup>th</sup> day of February, 2019.

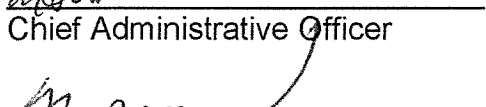
For the City of Laurel:

For the American Federation of State, County  
and Municipal Employees, AFL- CIO

  
\_\_\_\_\_  
Mayor

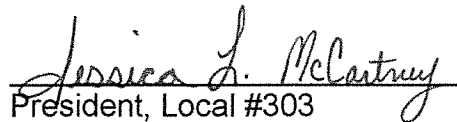
  
\_\_\_\_\_  
City Clerk-Treasurer


  
\_\_\_\_\_  
Chief Administrative Officer

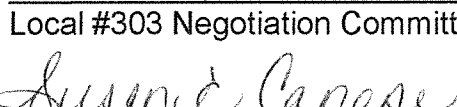
  
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City Negotiation Committee

  
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City Negotiation Committee

  
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President, Local #303

  
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Local #303 Negotiation Committee

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Field Representative  
Montana Council #9, AFSCME, AFL-CIO

## **CLASSIFICATION APPEAL**

A classification appeal system shall be developed for the purpose of permitting employees covered by this Agreement, within the same classification to appeal for an upgrade of the entire classification due to additional work duties, responsibilities, or changing work conditions within that classification.

A committee shall be established comprising three members of the City Council, three bargaining unit members, and the City Clerk-Treasurer. This committee will meet to discuss such an appeal no later than thirty (30) days after such appeal is filed with the Mayor.

The committee shall hear testimony, examine documents and other pertinent materials and make their decision and recommendation to the City Council within forty-five (45) days of the Mayor's receipt of the appeal.

The City Council's decision shall be reported to the Committee at the next regular Council meeting.

All documentation, recommendations, and decisions shall be in writing.

**ADDENDUM "A"**  
**CLASSIFICATION**

<b>GRADE</b>	<b>CLASSIFICATION</b>
<b>1</b>	
<b>2</b>	<b>Animal Control/Parking Attendant (Vacant – Grade and salary to be negotiated when filled through future negotiation)</b>
<b>3</b>	<b>Communications Officer I (Part- time)</b>
<b>4</b>	<b>Communications Officer II</b>
<b>5</b>	<b>Communications Officer III</b>
<b>6</b>	<b>Police Officer, Patrolman</b>
<b>7</b>	<b>Police Officer, Senior Patrolman</b>
<b>8</b>	<b>Police Officer, Master Patrolman</b>
<b>9</b>	

**ADDENDUM "B"**  
**WAGES**

1. Effective July 1, 2018 each bargaining unit employee shall receive a two percent (2%) increase to their current base rate: police officers - 2%, dispatchers - 2%
2. Effective July 1, 2019 each bargaining unit employee shall receive a two percent (2%) increase to their current base rate: police officers - 2%, dispatchers - 2%
3. Effective July 1, 2020 each bargaining unit employee shall receive a two percent (2%) increase to their current base rate: police officers - 2%, dispatchers - 2%
4. This contract will remain in effect until June 30, 2021 at which time it will be renegotiated under the terms of this Agreement
5. The Employer shall compensate a newly hired employee one-dollar (\$1.00) per hour below that of the base rate for his/her classification grade for the first twelve (12) months of employment. After employee's successful completion of his/her twelve (12) month probation period, the Employer shall compensate employee in accordance with the position's pay schedule.
6. Employees will receive differential pay of seventy-five cents (\$.75) per hour for the afternoon shift and one dollar (\$1.00) per hour for the night shift in addition to any other compensation.

Afternoon shift shall be hours between 3 p.m. and 11 p.m. Night shift shall be hours between 11 p.m. and 7 a.m.
7. When an employee is temporarily assigned to a higher grade, the employee shall receive the wage rate of the step of the higher grade corresponding to his/her current step for each hour worked in the higher grade, provided however, that if such employee works four (4) hours or more in the higher grade in the same shift. The employee shall receive the higher rate of pay for the full shift.

### ADDENDUM "B" (continued)

Grade	Position	7/01/18 To 6/30/19	7/01/19 To 6/30/20	7/01/20 To 6/30/21
1				
2	<u>Animal Control/Parking Attendant (Vacant – Grade and salary to be negotiated when filled through future negotiations)</u>			
3	Communications Officer I ("Part-time)	<u>\$20.54/hr</u>	<u>\$20.95/hr</u>	<u>\$21.37/hr</u>
4	Communications Officer II	\$21.56/hr	\$21.99/hr	\$22.43/hr
5	Communications Officer III	\$22.79/hr	\$23.24/hr	\$23.71/hr
6	Police Officer, Patrolman	\$23.17/hr	\$23.64/hr	\$24.11/hr
7	Police Officer, Senior Patrolman	\$24.19/hr	\$24.68/hr	\$25.17/hr
8	Police Officer, Master Patrolman	\$25.72/hr	\$26.24/hr	\$26.76/hr
9				

A. Senior Patrolman is \$1.00 per hour over Patrolman's base wage. Master Patrolman is \$2.50 per hour over Patrolman's base wage.

B. Communication Officer II is \$1.00 per hour over Communication Officer I base wage.  
Communication Officer III is \$2.20 per hour over Communication Officers I base wage.



## **ADDENDUM "C"**

### **LONGEVITY**

1. Longevity Defined: Longevity means an employee's length of continuous loyal and faithful service with the Employer, irrespective of classification and/or assignment.

The number of years of longevity shall be computed from the date the employee started continuous employment with the City of Laurel. This date shall be called "date of hire". Longevity raises shall be computed from the first day of the monthly pay period following the employee's date of hire. In the event an employee has a break in service greater than 90 calendar days, and returns to employment with the City of Laurel, said employee will be given a new "date of hire" for longevity purposes.

Longevity pay will be computed as follows:

\$7.75 per month for each year of service.

**ADDENDUM “D” DISCIPLINARY ACTIONS**  
Maximum Penalties Noted for 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Offense

		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>
2.1	Bringing or using unauthorized alcohol or illegal drugs on City property or work place during working hours	Dismissal		
2.2	Reporting to work intoxicated from alcohol or other drugs	Referral for diagnosis and treatment	Suspension or Dismissal	
2.3	False statement on application	Dismissal		
2.4	Stealing from fellow employees or the City	Dismissal		
2.5	Refusal to do work assigned	Dismissal		
2.6	Punching another employee's time card	Dismissal		
2.7	Intentionally reporting incorrect production or falsifying records	Dismissal		
2.8	Abusive or threatening language to any supervisor or to any employee	Written reprimand	3-day suspension	Dismissal
2.9	Willful destruction or defacing City property	Dismissal		
2.10	Fighting on City property	3-day suspension	Dismissal	
2.11	Failure to report to your supervisor any accident you have while at work within current working shift	Written reprimand	3-day suspension	Dismissal
2.12	Horseplay	Written reprimand	3-day suspension	Dismissal
2.13	Unauthorized use of equipment or property	Written reprimand	3-day suspension	Dismissal
2.14	Leaving the work assignment during working hours without permission	Written reprimand	3-day suspension	Dismissal
2.15	Disregarding starting and quitting time for shifts and rest periods	Written reprimand	3-day suspension	Dismissal
2.16	Unexcused absence or persistent absenteeism	Written reprimand	3-day suspension	Dismissal
2.17	Abuse of sick leave policy	Written reprimand	3-day suspension	Dismissal
2.18	Absent for 3 days without notice	Dismissal		
2.19	Substandard quality of work	Written reprimand	3-day suspension	Dismissal
2.20	Disobeying safety regulations	Written reprimand	3-day suspension	Dismissal
2.21	Failing to notify your supervisor that you will be absent from work that day	Written reprimand	3-day suspension	Dismissal
2.22	Sleeping on duty	Written reprimand	Dismissal	
2.23	Failure to drive City vehicles in a safe manner	Written reprimand	3-day suspension	Dismissal
2.24	Discourteous or degrading service to citizens of the City	Written reprimand	3-day suspension	Dismissal
2.25	Insubordination	Dismissal		
2.26	Unauthorized distribution of written printed material of any description	Written reprimand	3-day suspension	Dismissal
2.27	Unauthorized solicitation or sales on premises	Written reprimand	3-day suspension	Dismissal
2.28	Willful violation of written rules, regulations policies or directives	Written reprimand	3-day suspension	Dismissal
2.29	Conviction of a felony	Dismissal		
2.30	Receiving 3 reprimand letters in 9 months	Dismissal		

2.31	Receiving 3 suspensions within 9 months	Dismissal		
2.32	Willful violation of any federal, state or local laws, excluding traffic	Dismissal		
2.33	Any employee required to have a valid driver's license or CDL – conviction of DUI and failure to obtain a work permit	Dismissal		
2.34	Any employee required to have a valid driver's license or CDL and they fail to maintain insurability	Dismissal		
2.35	Failure to follow 49CFR Part 382 of Omnibus Transportation Employee Testing Act of 1991 and the DOT policies for CDL drivers	See specific Act for discipline required		
2.36	Sexual harassment or other unwelcome behavior of another employee or other person	Suspension or dismissal	Dismissal	
2.37	Unauthorized possession of firearms on City property	Dismissal		
2.38	Failure to report off-duty misconduct. All Employees shall report off-duty conduct that results in charges being filed against him/her. At a minimum, an Employee must report the name of the Agency involved, the date of the incident, and the reason the Agency responded. An Employee is deemed to have failed to report and violated this section if he/she fails to report the incident to his/her supervisor within two working days after he/she returns to work.	Dismissal		

1. Employees are encouraged to report off-duty conduct that results in official contact or interaction with a law enforcement agency.
2. Employees, after completing their initial twelve (12) month probationary period, shall not be discharged except for just cause.
3. In all cases of suspension or discharge, the employee must be presented with a dated written statement outlining the reason for such action.
4. As noted, the preceding are maximum penalties, and circumstances will be considered in actual determination of penalties.

The foregoing enumeration of rules covering discipline and dismissal is primarily presented here by way of illustration and shall not exclude the Employer's right to discipline or dismiss employees for other just causes.

## **ADDENDUM "E"**

### **POLICE OFFICER STEP SYSTEM**

For purposes of pay, Laurel Police Officers must possess the below listed education and experience in order to receive pay in accordance with the STEP System. All STEP requirements shall be in accordance with the Montana Law Enforcement Academy (MLEA) certification standards.

#### Implementation of the MLEA standards

Officers shall not be reduced in STEP if they do not currently possess the necessary requirements for their current STEP. Officers shall remain in their current STEP until such a time they obtain the necessary requirements for advancement.

Patrol Officer: A Patrol Officer must possess a Basic MLEA Certificate.

Senior Patrol Officer: A Senior Patrol Officer must possess a MLEA Intermediate Certificate.

Master Patrol Officer: A Master Patrol Officer must possess a MLEA Advanced Certificate.

*Employer agrees to reasonably provide educational opportunities for its police officers to obtain the educational hours necessary to help them achieve the requisite educational hours for Senior Patrol and Master Patrol Officers.*

## ADDENDUM "F"

### POLICE/DISPATCH RETENTION SYSTEM

Years of Service = \$.05/hour Increase beginning 2<sup>nd</sup> year of employment  
\$.10/hour increase beginning year 11-15 and then returns to \$.05/hour.

Years	Increase/Hour	Yearly Increase
1	\$ .00	\$ .00
2	\$ .05	\$ 104.00
3	\$ .10	\$ 208.00
4	\$ .15	\$ 312.00
5	\$ .20	\$ 416.00
6	\$ .25	\$ 520.00
7	\$ .30	\$ 624.00
8	\$ .35	\$ 728.00
9	\$ .40	\$ 832.00
10	\$ .45	\$ 936.00
11	\$ .55	\$1,144.00
12	\$ .65	\$1,352.00
13	\$ .75	\$1,560.00
14	\$ .85	\$1,768.00
15	\$ .95	\$1,976.00
16	\$ 1.00	\$2,080.00
17	\$ 1.05	\$2,184.00
18	\$ 1.10	\$2,288.00
19	\$ 1.15	\$2,392.00
20	\$ 1.20	\$2,496.00
21	\$ 1.25	\$2,600.00
22	\$ 1.30	\$2,704.00
23	\$ 1.35	\$2,808.00
24	\$ 1.40	\$2,912.00
25	\$ 1.45	\$3,016.00

Amounts will not compound. This is for all 303 Members. This amount is based on work year of 2080 hours/year. Yearly amount will depend on regular hours worked. This no cap on years of service.

**ORDNANCE NO O19-\_\_**

**AN ORDINANCE AMENDING TITLE 2, CHAPTERS 2.08, 2.12, AND 2.60 OF THE LAUREL MUNICIPAL CODE FOR THE PURPOSE OF CLARIFYING THAT CURRENT CITY EMPLOYEES ARE NOT ELIGIBLE TO SERVE AS MEMBERS OF CITY COMMITTEES AND COMMISSIONS OR TO SERVE AS ELECTED CITY OFFICERS IN ACCORDANCE WITH MONTANA LAW.**

WHEREAS, the City Council desires to keep the Laurel Municipal Code current by modifying and updating chapters, sections and subsections to address situations and problems within the City and to remain in accordance with Montana law; and

WHEREAS, Montana law specifically prohibits employees of a city, town or county from serving in elected positions since the positions of employees and elected officials are incompatible as a matter of law; and

WHEREAS, the City of Laurel's LMC requires an amendment to clarify the Montana law as related to the doctrine of incompatible positions to avoid future issues; and

WHEREAS, upon request of the Mayor, the ordinance amendments were prepared to be adopted and incorporated into the existing Title 2 as noted herein and the Mayor hereby recommends the same to the City Council for their full approval as follows:

**2.08.240 Standing committees.**

At the first regular meeting of the council, after the first Monday in January following a city election, the mayor shall appoint standing committees as follows:

- A. Public Works;
- B. Budget and Finance;
- C. Emergency Services;
- D. Human Relations.

Each committee shall consist of not more than four councilpersons and such other private individuals as the mayor shall appoint. All appointments shall be approved by a majority of the council.

City employees are not eligible to serve as members on City Standing committees. (Ord. 99-24, 1999; Ord. 1012, 1992; prior code § 2.12.170)

**2.08.250 Special committees.**

The mayor shall from time to time appoint such other standing or temporary committees of the council as shall be authorized, for any purpose by a majority vote of the council. City employees are not eligible to serve as members on City Special committees. (Prior code § 2.12.180)

**2.12.020 Elective and appointive offices.**

The elective ~~officers~~ offices of the city consist of one mayor, two aldermen from each ward, and one city judge, who must be elected by the qualified electors of the city as provided in M.C.A. § 7-4-4102. There may also be appointed offices that are appointed by the mayor, with the advice and consent of the council, one city clerk-treasurer, who is ex officio city assessor, director of public works, assistant director of public works, engineer, maintenance director, public utilities director, and any other officer necessary to carry out the provisions of this title. The city council may prescribe the duties of all city officers and fix their compensation subject to the limitations contained in the city ordinances and state law. (Ord. 02-7, 2002; Ord. 97-2 § 1, 1997; Ord. 1000, 1991; prior code § 2.04.020)

2.12.030 Eligibility to elective office.

No person is eligible to any elective office who is a current employee of the city, not a citizen of the United States and who has not resided in the city or an area which has been annexed thereto for at least two years immediately preceding his election and who is not a qualified elector thereof. (Prior code § 2.04.030)

2.60.100 Police commission—Appointment—Terms and conditions of office.

The mayor shall nominate, with the consent of the council, three residents of the city, who shall have the qualifications required by law to hold a city board to be known by the name of “police commission,” and who shall hold office for three years. City employees and individuals serving in city elected offices are not eligible to serve as Police commission members. One member of such board must be appointed annually at the first meeting of the council in May of each year. (Prior code § 2.20.150)

This Ordinance shall become effective thirty (30) days after final passage by the City Council and approved by the Mayor.

Introduced and passed on first reading at a regular meeting of the City Council on \_\_\_\_\_, 2019, by Council Member \_\_\_\_\_.

PASSED and ADOPTED by the Laurel City Council on second reading this \_\_\_\_ day of \_\_\_\_\_, upon motion of Council Member \_\_\_\_\_.

APPROVED BY THE MAYOR this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

# ATTORNEY GENERAL

## STATE OF MONTANA

Tim Fox  
Attorney General



Department of Justice  
Joseph P. Mazurek Justice Bldg.  
215 North Sanders  
P.O. Box 201401  
Helena, MT 59620-1401



May 4, 2018

Brian J. West  
City Attorney  
Town of Stevensville  
P.O. Box 30  
Stevensville, MT 59870

Re: **Request for guidance – doctrine of incompatible offices**

Dear Mr. West:

On behalf of the Town of Stevensville, you have requested “legal guidance” under facts which indicate the “doctrine of incompatible offices.” Because your question is answered in cases and Attorney General Opinions that your research revealed, as well as others, we provide a letter of advice. This is not a formal Attorney General Opinion and should not be presented as such.

As explained in *Klick v. Wittmer*, 50 Mont. 22, 24-25, 144 P. 648, 649-50 (Mont. 1914) (which you cite), offices are incompatible when one has power of removal of the other, when one is in any way subordinate to the other, when one has power of supervision over the other, or when the nature of the duties of the two offices are such as to render it improper, from considerations of public policy, for one person to retain both.

In this situation, the recently elected Mayor of Stevensville was at the time of election also a fireman in the town’s volunteer fire department. Under Title 7 of the Montana Code Annotated – Local Government – the mayor exercises appointment authority for the fire chief, assistant chief and all firefighters. Mont. Code Ann. §7-33-4106, cited in your request. The mayor may also suspend the chief, assistant chief or any firefighter for neglect of duty. *Id.* at § 4122. The hearing procedure after suspension is detailed in Mont. Code Ann. §7-33-4124. After hearing, the firefighter may be removed. *Id.* at § 4124(4).

The request points out that the mayor has no statutory authority to *remove* a firefighter, but the mayor may certainly suspend a firefighter and initiate the removal process. Under *Klick* and the statutes, the mayor arguably has “power of removal” over firefighters by initiating the process with a suspension. As such, firefighters are subordinate to the mayor. The doctrine explained in

TELEPHONE: (406) 444-2026    FAX: (406) 444-3549    E-MAIL: [contactdoj@mt.gov](mailto:contactdoj@mt.gov)    WEB: [mtdoj.gov](http://mtdoj.gov)

### MONTANA DEPARTMENT OF JUSTICE

Legal Services Division ★ Division of Criminal Investigation ★ Highway Patrol Division ★ Forensic Science Division  
Gambling Control Division ★ Motor Vehicle Division ★ Information Technology Services Division ★ Central Services Division



Brian West  
May 4, 2018  
Page 2

*Klick* is still recognized. See *Zunski v. Frenchtown Rural Fire Dep't Bd. of Trs.*, 2013 MT 258 ¶¶ 20-21.

As stated in 43 Op. Att'y Gen. No. 47 (1989), "the operation of the doctrine of incompatible offices is quite simple. Acceptance of a second public office incompatible with a current public position operates as an implied resignation from the latter position." *Id.* at 165, citing *Klick*. The facts of that AGO involved one person being a board member of both a volunteer fire department and a fire service area board. The two entities were separate government entities, and one was not dependent upon the other for creation or continued existence. In 27 Op. Att'y Gen. No. 81 (1958), one person being both a deputy school superintendent and a deputy probation officer did not violate the doctrine, since one did not control the other. "Plainly the deputy probation officer has no authority or power to supervise the deputy superintendent of schools or appoint or remove her from office or vice versa." *Id.* at 177.

However, 46 Op. Att'y Gen. No. 26 (1996) determined that one person cannot be both a county commissioner and the county coordinator of disaster and emergency services, since "the commissioners have the power of supervision, revision, and removal over the position of DES coordinator." *Id.* at 2. The Missoula City Attorney also relies on *Klick* in this regard. See Legal Opinion 2011-001, attached, which determined that a city employee may not also serve as a city council member. These last two opinions are most analogous to the situation that you have described in Stevensville.

Under these authorities, because the mayor has appointment and suspension control over firefighters, the doctrine of incompatible offices as explained in *Klick* applies, preventing the recently elected mayor from maintaining his position as a firefighter in Stevensville's volunteer fire department.

Again, this letter is in response to your request for a letter of advice, is not a formal Opinion of the Attorney General and should not be presented as an Attorney General Opinion.

Very truly yours,



PATRICK M. RISKEN

encl.

# OFFICE OF THE CITY ATTORNEY

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435 Ryman • Missoula MT 59802  
(406) 552-6020 • Fax: (406) 327-2105  
[attorney@ci.missoula.mt.us](mailto:attorney@ci.missoula.mt.us)

## Legal Opinion 2011-001

**TO:** John Engen, Mayor; City Council; Bruce Bender, Chief Administrative Officer;  
Brentt Ramharter, Finance Director; Dept. City Clerk; Dept. Human Resources

**CC:** Legal Staff

**FROM:** Jim Nugent, City Attorney

**DATE:** January 7, 2011

**RE:** A city employee may not simultaneously serve as a city council member  
pursuant to the legal doctrine of incompatible offices

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### FACTS:

Ward 2 currently has a vacant city council position after the resignation of Roy Houseman. Reportedly, a city employee has expressed interest in appointment to fill the vacant position.

### ISSUE:

May a city employee simultaneously serve as a city council member?

### CONCLUSION:

No, pursuant to the legal doctrine of incompatible offices, a city employee may not simultaneously serve as a city council member.

### LEGAL DISCUSSION:

The Montana Attorney General held a city public works employee or director cannot be a member of the city council. 47 Op. Att'y Gen. 19 (1998). Pursuant to Mont. Code Ann. § 2-15-501(7) "the attorney general's opinion is controlling unless overruled by a state district court or the supreme court."

In his 1998 opinion, Attorney General Joe Mazurek stated in pertinent part:

As noted in Mr. Burns' letter, the question of whether a city employee sitting on the city council presents a conflict of interest was previously addressed in 41 Op. Att'y Gen. No. 81 (1986). In that opinion, former Attorney General Mike Greely held that there is no inherent conflict of interest when an employee of the City of Glendive is also an elected member of the city council. That opinion provides the controlling answer to Mr. Burns' initial question regarding a possible conflict of interest.

However, adoption of a conflict-of-interest statute in no way abrogates the common law rule against the holding of incompatible positions. Tarpo v. Bowman Pub. Sch. Dist. No. 1, 232 N.W.2d 67, 71 (N.D. 1975). Because I conclude that the doctrine of incompatible offices prevents a public works employee or director from serving as a city council member, as well as a hospital employee from serving as a trustee of the hospital district, it is not necessary to further analyze the conflict of interest issue.

The Montana Supreme Court has recognized that two offices are incompatible when one has the power of removal over the other, when one is in any way subordinate to the other, when one has the power of supervision over the other, or when the nature and duties of the two offices are such as to render it improper, from considerations of public policy, for one person to retain both. State ex rel. Klick v. Wittmer, 50 Mont. 22, 144 P. 648 (1914).

The doctrine of incompatible public offices eliminates the public policy concerns inherent in the simultaneous holding of multiple public offices or positions by:

(1) preventing multiple position-holding, so that offices and positions of public trust do not accumulate in a single person; (2) preventing individuals from deriving, directly or indirectly, any pecuniary benefit by virtue of their dual position-holding; (3) avoiding the inherent conflict which occurs when an employee's elected position has revisory power over the employee's superior in another position; and (4) ensuring, generally, that public officeholders and public employees discharge their duties with undivided loyalty.

46 Op. Att'y Gen. No. 26 (1996), citing 43 Op. Att'y Gen. No. 47 at 165 (1989), which cites Acevedo v. City of North Pole, 672 P.2d 130, 134 (Alaska 1983).

In 46 Op. Att'y Gen. No. 26, I also concluded that the common law doctrine of incompatible public offices applies to public employees, as well as to public office holders, and that a county employee appointed by a board of county commissioners and paid by the county cannot serve on the board of commissioners for the same county.

The common-law doctrine of incompatibility extends to positions of public employment as well as public offices. See, e.g., Otradovec v. City of Green Bay, 347 N.W.2d 614 (Wis. Ct. App. 1984). As the Wyoming Supreme Court has stated, it is "inimical to the public interest for one in public employment to be both the employer and the employee or the supervisor and the supervised." Thomas v. Dremmel, 868 P.2d 263, 264 (Wyo. 1994), quoting Haskins v. State ex rel. Harrington, 516 P.2d 1171 (Wyo. 1973).

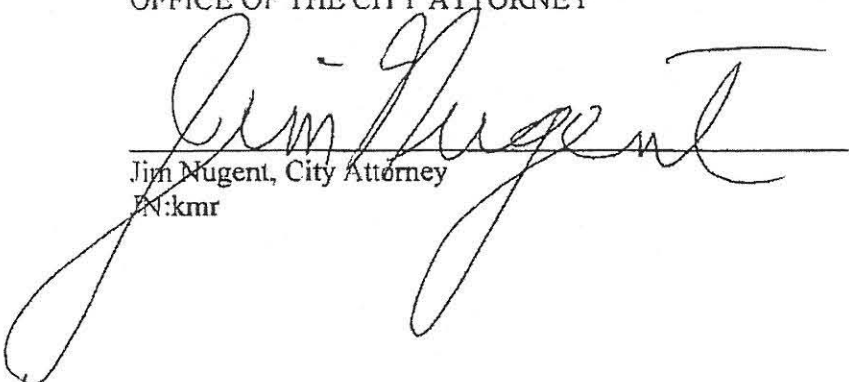
46 Op. Att'y Gen. No. 26.

47 Op. Att'y Gen. 19 (1998) (copy attached).

**CONCLUSION:**

No, pursuant to the legal doctrine of incompatible offices, a city employee may not simultaneously serve as a city council member.

OFFICE OF THE CITY ATTORNEY



Jim Nugent, City Attorney  
EN:kmr



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, MARCH 19, 2019  
6:30 PM  
COUNCIL CHAMBERS**

NEXT RES. NO.  
R19-XX

NEXT ORD. NO.  
O19-XX

**WELCOME . . .** By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

**Pledge of Allegiance**

**Roll Call of the Council**

**Approval of Minutes**

1. Approval of Minutes of March 5, 2019.

**Correspondence**

2. Yellowstone County CodeRED Press Release.

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

**Consent Items**

**NOTICE TO THE PUBLIC**

*The Consent Calendar adopting the printed Recommended Council Action will be enacted with one vote. **The Mayor will first ask the Council members if any Council member wishes to remove any item from the Consent Calendar for discussion and consideration.** The matters removed from the Consent Calendar will be considered individually at the end of this Agenda under "Items Removed from the Consent Calendar." (See Section 12.) The entire Consent Calendar, with the exception of items removed to be discussed under "Items Removed from the Consent Calendar," is then voted upon by roll call under one motion.*

3. Claims for the month of March 2019.
4. Clerk/Treasurer Financial Statements for the month of February 2019.
5. Approval of Payroll Register for PPE \_\_\_\_\_ totaling \$\_\_\_\_\_.
6. Receiving the Committee/Board Minutes into the Record.
  - Budget/Finance Committee minutes of March 5, 2019.
  - Council Workshop minutes of March 12, 2019.
  - Library Board minutes of January 8, 2019.
  - Library Board minutes of February 12, 2019.

**Ceremonial Calendar**

**Reports of Boards and Commissions**

**Audience Participation (Three-Minute Limit)**

*Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.*

**Scheduled Matters**

7. Reappointment of Evan Bruce to the Yellowstone Historic Preservation Board for a term ending December 31, 2020.
8. Resolution No. R19-\_\_: A Resolution Of The City Council Authorizing The Developer Of Iron Horse Station Subdivision To Install A Stormwater Pond Within Dedicated Parkland Within The Subdivision Pursuant To LMC 16.40.040.
9. Resolution No. R19-\_\_: Resolution Selecting \_\_\_\_\_ For The City Of Laurel's (2018-2019) Pavement Maintenance Project And Authorizing The Mayor To Sign A Contract For Completion Of The Project.
10. Resolution No. R19-\_\_: A Resolution Of The City Council Approving A Three-Year Agreement Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.
11. Ordinance No. O19-\_\_: An Ordinance Amending Title 2, Chapters 2.08, 2.12, And 2.60 Of The Laurel Municipal Code For The Purpose Of Clarifying That Current City Employees Are Not Eligible To Serve As Members Of City Committees And Commissions Or To Serve As Elected City Officers In Accordance With Montana Law.

**Items Removed From the Consent Agenda****Community Announcements (One-Minute Limit)**

*This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.*

**Council Discussion**

*Council members may give the City Council a brief report regarding committees or groups in which they are involved.*

**Mayor Updates****Unscheduled Matters****Adjournment**

**The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.**

**DATES TO REMEMBER**