

COLLECTIVE BARGAINING AGREEMENT

Between

**THE CITY OF HAMILTON
and
THE HAMILTON POLICE
ASSOCIATION**



JULY 1, 2023 - JUNE 30, 2026

CONTENTS

Article 1: Association Recognition and Rights.....	1	Article 12: Jury and Witness Duty.....	7
Section 1: Recognition.....	1	Article 13: Military Leave.....	7
Section 2: Dues	1	Article 14: Compensation.....	7
Section 3: Agency Shop	1	Section 1: Wages.....	7
Section 4: Indemnification	1	Section 2: Pay Days.....	7
Section 5: Employee Rights	1	Section 3: Gym Membership	
Article 2: Management Rights	2	Reimbursement.....	7
Article 3: Work Conduct.....	2	Article 15: Grievance Procedure.....	8
Article 4: Position & Hours of Work	2	Section 1: Definition	8
Section 1: Schedule.....	2	Section 2: Association President and	
Section 2: Detective Division.....	2	Vice President.....	8
Section 3: Breaks	3	Section 3: Time Limit	8
Article 5: Performance Evaluations	3	Section 4: Procedure	8
Article 6: Overtime	3	Section 5: Appeal to Court.....	8
Section 1: Mandatory Overtime	3	Article 16: No Strike	8
Section 2: Work Period.....	3	Article 17: Pension.....	9
Section 3: Calculation.....	3	Article 18: IRA or Annuity.....	9
Section 4: Call-Back	3	Article 19: Health and Welfare	9
Section 5: Compensatory Time	3	Section 1: Medical Insurance.....	9
Section 6: Compensatory Time for		Section 2: Life Insurance	9
Passing MPAT.....	3	Article 20: Contract Minimums Clause	9
Article 7: Uniform Allowances.....	4	Article 21: Savings Clause	9
Section 1: Contribution	4	Article 22: Whole Agreement	9
Section 2: Schedule.....	4	Article 23: Training Expense	
Section 3: Method of Payment	4	Reimbursement	10
Section 4: Proration.....	4	Article 24: Term of Agreement.....	10
Section 5: Standards	4	Addendum A: Wage Matrix.....	11
Article 8: Seniority	4	Addendum B: Grievance Report Form	12
Section 1: Computation	4	Addendum C: Training Expense	
Section 2: Loss of Seniority	4	Reimbursement Agreement.....	14
Section 3: Application	4	Addendum D: Garrity Warning Form	15
Article 9: Holidays.....	5		
Section 1: Holidays.....	5		
Section 2: Holiday Days Worked and			
Scheduled Off.....	5		
Article 10: Vacation Leave.....	5		
Section 1: Conditions.....	5		
Section 2: Rate	5		
Section 3: Illness	5		
Section 4: Schedule.....	5		
Section 5: Accrual.....	6		
Article 11: Sick Leave, Bereavement Leave			
and Workers' Compensation	6		
Section 1: Use	6		
Section 2: Accrual.....	6		
Section 3: Cash-out.....	6		
Section 4: Abuse	6		
Section 5: Bereavement	7		
Section 6: Worker's Compensation	7		

COLLECTIVE BARGAINING AGREEMENT
CITY OF HAMILTON
and
THE HAMILTON POLICE ASSOCIATION

ARTICLE 1: ASSOCIATION RECOGNITION AND RIGHTS

Section 1: Recognition: The City of Hamilton ("City") recognizes the Hamilton Police Association ("Association") as the exclusive representative of members of the bargaining unit, which is defined as all patrol officers, clerical and support staff, municipal code enforcement officer, and probationary employees; excluding Chief of Police, Assistant Chief of Police, Lieutenant and all short-term, temporary and seasonal employees.

Section 2: Dues: The City agrees to withhold monthly payroll deductions for the purpose of paying Association dues for those employees who so authorize as provided by Section 39-31-203, M.C.A.

Section 3: Agency Shop: Not later than thirty (30) calendar days of beginning work, all bargaining unit employees shall either join the Association and pay the Association's dues or pay the Association its monthly representation fee. The Association will promptly notify the City of the amount that nonmember, representation fee payers are assessed, and shall promptly notify the City of any changes thereto. The Association will notify nonmembers who fail to pay the representation fee of the exact financial obligation owed to the Association via return-receipt U.S. Mail and may demand that such payment be received not later than thirty calendar days of the mailing of such demand. In the event of an employee's failure to pay the amount owed to the Association within the time provided, the Association may demand the discharge of such employee by the City. Upon verification to the City by the Association, accompanied by all supporting documentation, that an employee has failed to comply with the provisions of this section, and that the discharge of the employee would not otherwise be unlawful, the City will discharge such employee unless the City receives written notice from the Association that the employee has satisfied the Association's demand.

Section 4: Indemnification: The Association shall indemnify and hold harmless the City and its administrators and employees against any and all claims, demands, suits, grievances, or other liability that may arise as a result of action taken by the City pursuant to this Article, including attorney fees and other defense costs.

Section 5: Employee Rights:

1. During an investigatory interview where an employee reasonably believes that the information he or she provides to the City could lead to discipline or discharge, the employee may request a reasonably available Association representative to be present during the interview ("Weingarten Rights").

2. If the City reasonably believes an investigatory interview requires that the employee be provided a "Garrrity Warning," the warning attached as Addendum D will be used.

ARTICLE 2: MANAGEMENT RIGHTS

The Association recognizes the prerogative of the City to operate its affairs in all respects and the powers or authority which the City has not officially delegated, limited, or modified by this Agreement are retained by the City, and in such areas as, but not limited to:

- A. Direct employees;
- B. Hire, promote, transfer, assign and retain employees;
- C. Relieve employees from duties because of lack of work or funds under conditions where continuation of such work is inefficient or non-productive;
- D. Maintain the efficiency of government operations;
- E. Determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- F. Take whatever actions may be necessary to carry out the missions of the City in situations of emergency;
- G. Establish the methods and processes by which work is performed.

ARTICLE 3: WORK CONDUCT

Employees will conform to all laws, regulations, policies and supervisory instructions as a condition for continued employment. Non-probationary employees will be disciplined or terminated only for just cause. Revocation of the appointment of any probationary police officer will not be subject to any provision of this Agreement.

ARTICLE 4: POSITIONS & HOURS OF WORK

Section 1: Schedule: The work week for unit members, with the exception of the clerical employees, the School Resource Officer (SRO), and the Municipal Code Enforcement Officer (MCEO), will consist of four days of four ten-hour shifts with three days off. Exceptions may include shift rotations and other unexpected emergencies or events. The City may make temporary changes to any employee's work assignment in the event of an emergency, and will make changes that are intended to last for fourteen days or longer only after notifying the Association and allowing the opportunity to meet and confer over changing the schedule. Full-time clerical employees will work eight hours per day and forty hours per week. The assigned SRO will work 8 hour shifts as assigned, Monday through Friday, whenever school is in session, subject to alteration for designated special events. On regularly-scheduled work days where no school is in session, including but not limited to Christmas vacation, teacher's convention, spring break, and summer vacation and in cases of emergencies or staffing shortages, the Chief or his or her designee may assign the SRO to other duties and assignments as allowed under the terms of this Agreement. The MCEO will work from 8 a.m. to 5 p.m., Monday through Friday, with a one hour unpaid meal break. The MCEO's work schedule is subject to periodic alteration for designated special events.

Section 2: Detective Division: The Detective Division will consist of two full-time permanent detectives.

Section 3: Breaks: Employees, with the exception of the MCEO, shall be allowed two twenty minute paid rest breaks and a thirty minute paid meal break. During all such breaks, officers, with the exception of the MCEO, shall remain in contact with the dispatcher or his/her supervisor and are subject to call to duty.

ARTICLE 5: PERFORMANCE EVALUATIONS

Probationary employees will be evaluated at least twice during their probationary period. Non-probationary employees will be evaluated periodically. Evaluations may be done at the request of the City or the employee. In addition, at the request of the City or the employee, a post-evaluation conference will be promptly held with the Chief or his/her designee.

ARTICLE 6: OVERTIME

Section 1: Mandatory Overtime: The Association recognizes the City's right to schedule overtime work as required in a manner most advantageous to the City and consistent with law.

Section 2: Work Period: The work period shall be 14 days. Employees authorized to work and working more than eighty hours in a fourteen day work period shall be paid at the rate of time and one-half their regular hourly rate for each hour worked over eighty.

Section 3: Calculation: For the purpose of overtime calculations, holidays and paid leave days shall be counted as days worked.

Section 4: Call-Back: Sworn Officers called back to work or required to attend court during their off duty hours shall be paid a minimum of three hours at the rate of time and one-half his or her regular hourly rate.

Section 5: Compensatory Time: With the City's concurrence, the School Resource Officer, Sergeants and Detectives may opt to convert not more than 320 hours of work over 40 in standard work weeks to compensatory time. Compensatory time is credited at time and one-half the hours worked over 80 in any work period, and is available to use as time off with pay by the employee. The employee may use accumulated compensatory time credits with at least two weeks prior notice except in the case of an emergency. All requests shall be on the standard leave request form, and shall be submitted to the employee's immediate supervisor. The City reserves the right to refuse use of compensatory time when, in the opinion of the City, such use would disrupt the City's operation. The employee has the right to preserve compensatory time credits, although the City may from time to time cash out any or all compensatory time credits and/or require that an employee use any or all of his or her accumulated compensatory time credits above 160 hours. Should the employee have credits remaining upon termination, he/she shall be paid in cash for all such time at his/her regular rate of pay at the time of termination.

Section 6: Compensatory Time for Passing MPAT: The City agrees to provide all eligible employees with 10 hours of compensatory time once per year for passing the MPAT at the previous standard of 5 minutes and 30 seconds. Such compensatory time must be used within six months of it being earned or it is forfeited.

ARTICLE 7: UNIFORM ALLOWANCES

Section 1: Contribution: The City will issue uniforms and equipment with a value of not less than \$2,000.000 to each newly hired Officer. In addition to the uniforms and equipment, the City will issue each newly hired Officer a firearm and ballistic vest. The cost of the firearm and ballistic vest will not be deducted from the \$2,000.00 worth of uniforms and equipment. Uniforms and equipment are the property of the City of Hamilton until the Officer completes his or her probationary period with the exception of City issued firearms which shall remain the property of the City of Hamilton, regardless of length of service.

The City will pay the following amounts on the specified dates, for uniforms and equipment and other items directly pertaining to assigned duties, and maintenance of same:

POSITION	FIRST PAYMENT	AMOUNT	SECOND PAYMENT	AMOUNT
Patrol Officers	September 1	\$600	March 1	\$600
Municipal Code Enforcement Officer	September 1	\$500		

Section 2: Schedule: Uniform and equipment allowances shall be dispersed on or about the dates specified above. A newly hired Officer receiving the initial uniform and equipment allowance shall not receive the next scheduled disbursement if it is scheduled to be sooner than nine months from receipt of the initial issuance of uniforms and equipment.

Section 3: Method of Payment: The payments itemized in the table above shall be considered wages and shall be subject to statutory withholdings and contributions.

Section 4: Proration: Should an employee's service with the City be terminated prior to a scheduled payment date, he or she will reimburse the City for a prorated amount of the last payment.

Section 5: Standards: Each employee will purchase, maintain and use to a standard expected by the Chief of Police, all necessary uniform, clothing and equipment items.

ARTICLE 8: SENIORITY

Section 1: Computation: Each nonprobationary employee's seniority date shall be the first day of actual work after the last date of hire as an Officer of the Hamilton Police Department. Ties shall be broken by lot.

Section 2: Loss of Seniority: An employee shall forfeit all seniority rights in the event of separation from employment as an Officer in the Hamilton Police Department, or being on layoff status for more than one calendar year or absent while under a physician's care for a work-related injury for more than one calendar year.

Section 3: Application: Seniority will apply to reductions in force and recall therefrom, consideration for promotion, and transfers, and shall be the determining factor when qualifications, experience and performance evaluations are approximately equal. An Officer who is on layoff shall retain rights to recall for a period of one calendar year from the date of layoff.

ARTICLE 9: HOLIDAYS

Section 1: Holidays: Employees shall be granted the following holidays without loss of pay.

- A. New Years Day January 1st
- B. Martin Luther King Day 3rd Monday in January
- C. President's Day 3rd Monday in February
- D. Memorial Day Last Monday in May
- E. Independence Day July 4th
- F. Labor Day 1st Monday in September
- G. Columbus Day 2nd Monday in October
- H. Veteran's Day November 11
- I. Thanksgiving Day 4th Thursday in November
- J. Christmas Day December 25th
- K. State General Election Day

Section 2: Holiday Days Worked and Scheduled Off: Any-full time employee who is scheduled for a day off which is observed as a legal holiday, except Sundays, shall be entitled to receive an additional day's pay in the same work period. If an employee is scheduled to work on a legal holiday, he/she shall receive overtime pay for the shift worked on the holiday as well as regular pay for holiday pay. Part-time employees receive pay for the holiday on a prorated basis according to City policy.

ARTICLE 10: VACATION LEAVE

Section 1: Conditions: Each regular full-time employee shall earn annual vacation leave credits from the first day of employment. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months. Part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period. An employee may not accrue annual vacation leave credits while in a leave without pay status. Employees on military leave shall be granted annual leave credits according to statute.

Section 2: Rate: Vacation leave credits are earned at a yearly rate calculated in accordance with eight hour working days with the following schedule:

YEARS OF EMPLOYMENT	WORKING DAYS CREDIT
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

Section 3: Illness: Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

Section 4: Schedule: The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and his or her supervisor with regard to the best interest of the City, as well as the best interests of each employee.

Section 5: Accrual: Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within ninety calendar days from the last day of the calendar year in which the excess was accrued. An employee who terminates his or her employment for reason not reflecting discredit on him/herself shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in § 2-18-611, M.C.A. However, if an employee transfers between City departments, there shall be no cash compensation paid for unused vacation leave. In such a transfer the receiving department assumes the liability for the accrued vacation credits transferred with the employees.

ARTICLE 11: SICK LEAVE, BEREAVEMENT LEAVE AND WORKERS' COMPENSATION

Section 1: Use: Sick leave means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family. Immediate family is defined as mother, father, wife, husband, daughter, son, grandfather, grandmother, brother, or sister. If the employee obtains medical attention at any time during the illness, he/she shall obtain and deliver to the City a verification of the illness. If not and if the City so requests, the employee shall obtain and present to the City such a certificate and/or status report and the City shall reimburse the employee for any cost thereof which is not paid by insurance. Each regular full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of 96 working hours for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.

Section 2: Accrual: An employee may not accrue sick leave credits while in a leave without pay status. Regular part-time employees are entitled to prorated leave benefits if they have worked the qualifying period. Full-time temporary employees are entitled to sick leave benefits provided they work the qualifying period.

Section 3: Cash-Out: An employee who terminates employment with the City is entitled to a lump-sum payment equal to one-fourth 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 his or her employment with the City. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971. The payment therefor shall be the responsibility of the department wherein the sick leave accrues. However, no employee forfeits any sick leave rights or benefits accrued prior to July 1, 1971. If an employee transfers between City departments, he or she shall not be entitled to a lump-sum payment. In such a transfer the receiving department shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee. An employee who receives a lump-sum payment pursuant to this section and who is again employed by any City department shall not be credited with any sick leave for which the employee has previously been compensated.

Section 4: Abuse: Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payments provided for in this section.

Section 5: Bereavement: Five days of sick leave may be used for bereavement leave for members of the immediate family as defined in Section 1.

Section 6: Workers' Compensation: Employees on Workers' Compensation may receive compensation as specified in § 39-71-123, M.C.A.

ARTICLE 12: JURY AND WITNESS DUTY

Each employee who is under proper summons as a juror or witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Fees shall be applied against the amount due the employee from the City. However, if an employee elects to charge juror or witness duty time off against annual leave, the employee shall not be required to remit his/her fees to the City. In no instance is an employee required to remit to the City any expense or mileage allowance paid by the court. The City may request the court to excuse an employee if they are needed for the proper operation of the City.

ARTICLE 13: MILITARY LEAVE

Any employee who is a member of the organized militia of the State of Montana or who is a member of the organized or unorganized reserve corps or military forces of the United States, and who is a regular employee of the City shall be given a leave of absence with pay for a period of time not to exceed fifteen working days in a calendar year for attending regular encampments and training programs of the organized militia or of the military forces of the United States. This leave will not be charged against leave credits earned by the employee. Reinstatement privileges of employees who have been inducted into military service as provided for under state and federal law will be followed.

ARTICLE 14: COMPENSATION

Section 1: Wages: During the term of this Agreement, the wage schedule for bargaining unit employees shall be determined by the tables and implementation rules included in Addendum A of the collective bargaining agreement.

Section 2: Pay Days: Employees shall be paid every two weeks. Time sheets will be due on the Monday following each two week period and except in the case of an emergency, pay checks will be issued not later than Friday of the same week.

Section 3: Gym Membership Reimbursement: Commencing on the date this Agreement is signed by both parties through the term of this Agreement, the City agrees to reimburse members of the bargaining unit for the cost of their personal monthly gym membership dues in an amount not to exceed \$40.00 per month. The City will not be responsible for reimbursement of any initiation fees charged to the employee by a gym. Reimbursement of monthly gym membership dues will be made on a quarterly basis and is conditioned upon the employee submitting a reimbursement request form, along with proof of payment of dues. The City is authorized to obtain proof of an employee's gym membership usage directly from the gym at any time. Any employee who received reimbursement for gym membership dues from the City who did not utilize the gym membership on at least four occasions each month shall be required to reimburse the City for the membership dues paid by the City during those months.

ARTICLE 15: GRIEVANCE PROCEDURE

Section 1: Definition: Any grievance, defined as a dispute which may arise over the application, meaning, or interpretation of this Agreement, shall be submitted and appealed in writing using the grievance form provided in Addendum B.

Section 2: Association President and Vice President: The Association shall certify in writing to the City the names of all employees authorized to represent the organization in this procedure. For purposes of this Article, persons authorized to represent the organization shall be known as the "Association President" and the "Association Vice President." A President or Vice President may process a grievance at Level 1, but during work time only with the advance permission of the Chief of Police.

Section 3: Time Limit: For the purpose of this Article, "day" shall mean any calendar day. The deadlines specified in this Article are critical and must be adhered to or the grievance shall be deemed moot. Should the City not abide by the time limits, the Association may, in accordance with the time limits, appeal to the next step of the procedure. Time limits may be extended only by mutual agreement in writing between the City and the Association. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service, in accordance with the specified time period.

Section 4: Procedure: The City and the employee shall attempt to adjust all grievances which may arise during the course of employment in the following manner:

Level 1: An effort shall first be made to adjust an alleged grievance informally between the employee and the Chief or Assistant Chief.

Level 2: If the grievance is not resolved through informal discussions, the grievance shall be presented to the Mayor not later than 15 days of the incident. The Mayor shall give a written decision to the grievant not later than 15 days after the receipt of the written grievance.

Level 3: If the grievance has not been resolved at Level 1 or 2, the grievance may be presented to the Police Commission who shall not later than 30 days after receipt of the appeal, hear the grievance and shall issue a written decision to the grievant not later than ten days after the hearing. Such decision shall be final and binding on both parties.

Section 5: Appeal to Court: Nothing in this section shall prohibit either party from appealing the decision of the Police Commission to the courts.

ARTICLE 16: NO STRIKE

§ 39-31-501, M.C.A., establishes: *"It is unlawful for a police officer to strike or recognize a picket line of a labor organization while in the performance of official duties. A police officer may not engage in the following actions in concert with others: (i) refusal to report for duty; (ii) willful absence from the police officer's position; (iii) stoppage of work; or (iv) departure from the full, faithful, or proper performance of duties of employment."*

ARTICLE 17: PENSION

The City shall pay the appropriate percentage contribution into the state MPORS retirement system on behalf of each participating Officer. All newly hired officers will be enrolled in the MPORS system. The City will pay the appropriate percentage into the state PERS retirement system on behalf of those officers that elected to remain in that system and on behalf of non-sworn bargaining unit members that are participating in the PERS system. The City will make the required contributions, as will the individual employees through payroll deduction.

ARTICLE 18: IRA OR ANNUITY

The City agrees to contribute to an IRA or annuity fund equal to the City's contribution to Social Security paid on other employees. These funds will be subject to current IRS regulations.

ARTICLE 19: HEALTH AND WELFARE

Section 1: Medical Insurance: The City will from time to time select a carrier and plan, and if the City decides to adopt a plan which provides fewer benefits overall, the Association may exercise its right to bargain over such changes. The City will contribute on behalf of each regular or probationary participating employee normally scheduled to work at least 20 hours in each full week, \$875.15 per month toward the employee's health insurance premium. If the participating employee's health insurance premium is less than \$875.15, the employee may

contribute the amount of the difference between \$875.15 and the premium to a qualifying Medical Savings Account or Health Savings Account.

Section 2: Life Insurance: The City will provide a life insurance benefit of \$50,000 provided that such plan is applicable for all City employees. If possible, the plan will allow the employee to purchase additional insurance but the employee will then be responsible for any taxes assessed.

Section 3. Payment in Lieu of Insurance: If an employee has qualifying health insurance coverage available through his/her spouse or other qualifying coverage, that employee may waive health insurance coverage available through the City's Group Health Insurance Plan by completing a coverage waiver form. The City agrees to pay the sum of \$275.00 per month to an employee who has other qualifying coverage and waives coverage offered through the City. The employee may elect to deposit some or all of this amount in a Medical Savings Account. The entire amount paid to the employee is considered income for tax purposes.

Employees receiving payments in lieu of insurance will maintain this benefit unless one of the following occurs:

- a. The employee enrolls in the City's Group Health Insurance Plan either through open or special enrollment; or
- b. Payment in lieu of insurance is determined to be illegal.

ARTICLE 20: CONTRACT MINIMUMS CLAUSE

The terms of this Agreement are intended to cover only minimums in wages, hours, working conditions and other employee benefits. The City may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimums prescribed in the Agreement without the consent of the Association.

ARTICLE 21: SAVINGS CLAUSE

If any article, paragraph, subdivision, phrase or other portion of this Agreement is determined or declared to be contrary to or in violation of any Federal or Montana law, the remainder shall not be affected or invalidated.

ARTICLE 22: WHOLE AGREEMENT

The parties hereto acknowledge that during bargaining for this Agreement, each had the unlimited right to propose and bargain over all matters pertaining to wages, hours, fringe benefits and other conditions of employment, and that for the term of this Agreement, each waives its right to bargain except by mutual agreement and for a successor agreement.

ARTICLE 23: TRAINING EXPENSE REIMBURSEMENT

Newly hired Officers who have not completed the basic course training required by § 7-32-4108, M.C.A., will be required to sign a Training Expense Reimbursement Agreement with the City of Hamilton. Reimbursement applies to Officers who voluntarily resign before completing at least 36 months of service. A sample agreement is included as Addendum C.

ARTICLE 24: TERM OF AGREEMENT

This Agreement shall become effective on July 1, 2023, or upon final ratification by the parties, whichever comes later, and shall continue in full force and effect through the 30th day of June, 2026, at which time it shall automatically renew from year to year unless written notice is given by either party to the other party no less than 60 days prior to the expiration date indicating a desire to modify the agreement.

FOR THE CITY OF HAMILTON:

Date Ratified: 08-01-2023




Mayor

Rox Mullen
City Clerk

FOR THE ASSOCIATION:

Date Ratified: 07/21/2023



Association President

Pam Lemon
Association Vice-President Treasurer

ADDENDUM A: WAGES

- A. Wages: During the term of this Agreement (July 1, 2023, through June 30, 2026), the parties agree to the wage rates set forth in the attached pay matrixes for sworn and non-sworn personnel.
- B. Shift Differential: An Officer will be paid a shift differential of \$1.00 per hour in addition to the Officer's regular hourly wage for each hour the Officer works between 1630 hours (4:30 p.m.) and 0700 hours (7:00 a.m.).
- C. The "Entry" cell is the base cell for each column, with each successive step being a 1.0% increase over the previous. In addition, to the annual 1.0% increase, the pay matrixes include a 3.0% increase for sworn officers after completion of four (4) years of continuous service, a 2.0% increase for sworn officers after completion of eight (8) years of continuous service, a 2.0% increase for sworn officers after completion of twelve (12) years of continuous service, and a 3.0% increase for sworn officers after completion of sixteen (16) years of continuous service.
- D. When an Officer is promoted from Patrol to Permanent Detective/Sergeant, he/she will be placed in the Detective/Sergeant column at the same step.
- E. Step increases become effective on the anniversary date of hire. Step increases for part-time employees become effective once every 2,080 hours of work. The City agrees to include other City employment in determining an employee's longevity under the pay matrixes in effect during the term of this Agreement for employees who transfer to the Hamilton Police Department from another City Department. However, employees who have had a break in service are not eligible to receive credit for prior service with the City.
- F. FTO: An Officer will be paid an additional \$1.00 in addition to the Officer's regular hourly wage for each hour the Officer performs the duties of Field Training Officer when specifically assigned by the Chief of Police, who shall make such designations in his or her sole discretion.
- G. The "Entry" cell is the base cell for each column, with each successive step being a 1.0% increase over the previous. In addition, to the annual 1.0% increase, the pay matrixes include a 10.5% increase in the employees' base wage rate for the first year of the Agreement. For the second year of the Agreement, employees will receive an increase to the base wage equal to the annual average Consumer Price Index for all Urban Consumers (CPI-U) or a 2.5% increase in the employees' base wage rate, whichever is greater. For the third year of the Agreement, employees will receive an increase to the base wage equal to the annual average Consumer Price Index for All Urban Consumers (CPI-U).
- H. SRO: An Officer will be paid an additional 2.5% of his or her hourly wage for all the time he or she performs the duties of School Resource Officer (SRO) when specifically

assigned by the Chief of Police, who shall make such designation in his or her sole discretion.

- I. Daylight Savings: Members will be paid for actual hours worked during the time change for Daylight Savings.
- J. Lateral Transfer: A qualified applicant with previous law enforcement experience possessing a valid P.O.S.T. certificate in good standing (not suspended or revoked) may be hired at a pay level greater than the entry level up to a maximum level of 4 years of service credit on the HPA Pay Matrix in the discretion of the Chief of Police. This provision will apply to all current HPD officers who qualified as a lateral transfer at the time of hire, effective July 1, 2023.

Hamilton Police Association Pay Matrix

Non-Sworn Personnel

Years	Records & Evidence	Records & Evidence	MCEO
	Clerk	Deputy Clerk	
Entry	\$21.59	\$15.43	\$20.62
1	\$21.80	\$15.57	\$20.82
2	\$22.01	\$15.72	\$21.02
3	\$22.25	\$15.91	\$21.24
4	\$22.45	\$16.07	\$21.45
5	\$22.69	\$16.21	\$21.67
6	\$22.92	\$16.39	\$21.88
7	\$23.14	\$16.54	\$22.10
8	\$23.37	\$16.69	\$22.32
9	\$23.61	\$16.88	\$22.53
10	\$23.83	\$17.04	\$22.76
11	\$24.10	\$17.23	\$23.00
12	\$24.33	\$17.38	\$23.22
13	\$24.55	\$17.54	\$23.47
14	\$24.81	\$17.71	\$23.69
15	\$25.07	\$17.91	\$23.92
16	\$25.32	\$18.07	\$24.16
17	\$25.57	\$18.24	\$24.42
18	\$25.80	\$18.45	\$24.65
19	\$26.08	\$18.62	\$24.90
20	\$26.33	\$18.80	\$25.13

Sworn Personnel

Years	Patrol	Detective/ Sergeant
Entry	\$ 26.88	\$29.28
1	\$ 27.15	\$29.58
2	\$ 27.40	\$29.87
3	\$ 27.69	\$30.17
4	\$ 28.81	\$31.38
5	\$ 29.09	\$31.71
6	\$ 29.39	\$32.02
7	\$ 29.69	\$32.33
8	\$ 30.58	\$33.30
9	\$ 30.90	\$33.64
10	\$ 31.19	\$33.97
11	\$ 31.49	\$34.32
12	\$ 32.46	\$35.35
13	\$ 32.79	\$35.71
14	\$ 33.12	\$36.07
15	\$ 33.45	\$36.44
16	\$ 34.79	\$37.89
17	\$ 35.14	\$38.28
18	\$ 35.48	\$38.65
19	\$ 35.85	\$39.05
20	\$ 36.19	\$39.43

ADDENDUM B: GRIEVANCE REPORT FORM

GRIEVANCE REPORT FORM

CITY OF HAMILTON

Page 1 of 2

Grievant:

Date of Grievance:

STATEMENT OF GRIEVANCE:

A. _____

Contract Provision Violated: _____

B. _____

Contract Provision Violated: _____

C. _____

Contract Provision Violated: _____

use additional sheets if necessary

ACTION OR RELIEF REQUESTED: {A, B & C correspond to same above}

A. _____

B. _____

C. _____

Grievant Signature: _____ Date given to Mayor: _____

MAYOR'S RESPONSE:

A. _____

B. _____

C. _____

Mayor's Signature: _____ Date given to Grievant: _____

GRIEVANT'S RESPONSE:

A. _____

B. _____

C. _____

Grievant Signature: _____ Date given to Commission: _____

Grievant:	CITY OF HAMILTON	Page 2 of 2
-----------	------------------	-------------

COMMISSION'S DECISION:
A. _____

B. _____

C. _____

Commission Chair's Signature: _____ Date given to Grievant: _____

ADDENDUM C: TRAINING EXPENSE REIMBURSEMENT AGREEMENT

FOR VALUABLE CONSIDERATION, this Agreement is entered into between the City of Hamilton, a municipal corporation authorized and organized pursuant to the laws of the State of Montana ("City") and the undersigned Officer ("Officer").

1. The Officer has accepted an appointment by the City as provided in §7-32-4108 M.C.A.
2. The Officer agrees that as a specific condition to above said appointment, that the City shall be reimbursed for the cost of the Officer's basic course training required under §7-32-303(5) M.C.A. if the Officer leaves employment as a police officer for the City before completing at least 36 months of service.
3. The reimbursement due may be equivalent to the total cost of the Officer's training prorated over a 36-month period and reduced proportional to the number of months of completed service. For the purposes of this Agreement, "total cost" means the cost of the Officer's basic course training, salary, mileage and expenses paid to the Officer while the officer is in training.
4. The 36-month minimum service requirement begins on the first day of employment.
5. The Officer shall pay the reimbursement unless the Officer's next employer agrees to pay the debt. The reimbursement must be fully paid within 18 months of the Officer's termination of employment, according to the payment schedule initialed below:

a. _____

OR

- b. 1/18 or .05555% of the total reimbursement due shall be repaid each and every month to the City the first day of each month after the officer leaves employment.
6. As used in this Agreement, "leaves employment" means a voluntary resignation.

7. In an action brought to enforce any provision of this Agreement, the court may award reasonable attorney fees and costs to the prevailing party.

Dated this _____ day of _____

THE CITY OF HAMILTON

THE OFFICER

Mayor

Officer

ADDENDUM D - GARRITY WARNING

CITY OF HAMILTON
POLICE DEPARTMENT



"Serving Our Community With Pride"

Hamilton Police Department

Garrity Warning

Name of Employee Receiving Notice

Administered By

_____/_____/_____
Date

I wish to advise you that you are being questioned as part of an official investigation of the Hamilton Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and the Constitution of this State and the Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to Department discipline, which could result in your dismissal from the Department. If you do answer, neither your statements nor any information or evidence which is gained

by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent Departmental charges.

Signature of Employee Receiving Notice

Date

Signature of Employee Representative (if applicable)

Date

Signature of Individual Administering Warning

Date

223 South Second
Hamilton, MT 59840
police@cityofhamilton.net

Phone: (406) 363-2100
Fax: (406) 363-2102