

# Town of West Yellowstone

Tuesday, April 7, 2015

West Yellowstone Town Hall, 440 Yellowstone Avenue

6:00 PM

## WORK SESSION AGENDA

MPEA Collective Bargaining Agreement, Employees Unit Discussion ∞

Current Employee Recruitments Discussion ∞

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7:30 PM

## TOWN COUNCIL MEETING AGENDA

Pledge of Allegiance

Purchase Orders

Treasurer's Report/Securities Report

Claims ∞

Consent Agenda: **March 17, 2015, Work Session & Town Council Meeting** ∞

**March 31, 2015 Work Session** ∞

Business License Applications

Advisory Board Report(s)

Operations Manager & Department Head Reports

Assignments Report

### Comment Period

- **Public Comment**
- **Council Comments**

## NEW BUSINESS

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Resort Tax Bond Waiver Request, Ramona Stubblefield dba Euro Café Discussion/Action ∞

Resort Tax Audit Results, the Playmill Theater Discussion/Action ∞

Parks & Recreation Advisory Board Appointment Discussion/Action ∞

- Vickie Barta

Tourism Business Improvement District (TBID) Board of Trustees Appointments Discussion/Action ∞

- Jeremy Roberson (50-100 Rooms)
- John Stallings (At Large)

MPEA Collective Bargaining Agreement, Employees Unit Discussion/Action ∞

Correspondence/FYI ∞

- WY Girl Scout Brownie Troop Letter, RE: Climbing Log at City Park
- Montana Food Bank Network Award, Big Sky Award for Business of the Year, MarketPlace Grocery Store
- Montana Food Bank Network Award, Most Treasured Volunteer, Honorable Mention, Frank Bezold

Meeting Reminders



TOWN OF WEST  
YELLOWSTONE  
(ALL CLASSIFIED EMPLOYEES)

&  
MPEA

July 1, 2014 - June 30, 2016

## **AGREEMENT**

This Agreement is made and entered into by and between the TOWN OF WEST YELLOWSTONE, a Political Subdivision of the State of Montana, hereinafter called the "EMPLOYER," and the WEST YELLOWSTONE EMPLOYEES UNIT of the MONTANA PUBLIC EMPLOYEES ASSOCIATION, referred to as the "ASSOCIATION."

Whereas, the Employer considers the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees and insofar as such practices and procedures are appropriate to the functions and obligations of the Employer acting through its Operations Manager, to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the Employer and its employees.

Whereas, it is the intention of this agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and employment conditions of the employees covered by this agreement, to prevent interruption of work and interference with the efficient operation of the Employer and to provide an orderly and prompt method of handling and processing grievances.

Now, therefore, the parties agree with each other as follows:

### **ARTICLE 1 – RECOGNITION AND MEMBERSHIP**

- A. The Employer recognizes the Association as the sole and exclusive bargaining agent for all employees who are or may perform bargaining unit work under the Association's jurisdiction as agreed to in the voluntary recognition agreement of April 18, 1996.
- B. The Employer recognizes the Association consists of all classified employees, excluding department heads of the Public Services, Finance, Court, Police, and Job and Social Services Departments. This agreement excludes Police Officers covered by another agreement. Library staff is not covered by this agreement.
- C. No member of the Association shall be discharged or discriminated against for upholding Association principles. No member working under instructions of the Association, or who has served on the Association committee, shall lose his/her position or be discriminated against based on that service.
- D. No employee under the jurisdiction of the Association prior to the date of this contract, who is receiving more than the rate of wages designated in the addenda attached to this contract, shall suffer reduction in the wage rate or conditions of employment through the operation, or because of the adoption, of this agreement.
- E. The authorized business representative of the Association shall be permitted to visit employees upon giving notice to the supervisor and obtaining the supervisors permission.

## **ARTICLE 2 – ILLEGAL DISCRIMINATION**

The Employer and the Association agree that neither shall discriminate against applicants for employment, or any employee as to the terms and conditions of employment, by reason of race, religion, color, sex, creed, age, disability, sexual orientation or national origin. The parties further agree to use the complaint process described in the Town of West Yellowstone Personnel Policy Manual to investigate and resolve discrimination complaints.

## **ARTICLE 3 – ASSOCIATION SECURITY**

- A. Employees covered by this agreement as a group shall not be required to join the Association but must, as a term and condition of employment, pay a representation fee to the Association.
- B. Upon receipt of a written authorization from an employee covered by this agreement, the Employer shall deduct from the employee's pay the amount owed to the Association within 30 calendar days. Changes in the Association membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be done at least 30 calendar days in advance of such change.
- C. All employees covered by the terms of this agreement shall within 30 days of the signing of this agreement, or within 30 days of employment, whichever are later, pay dues or the representation fee to the Association. The Employer shall discharge employees who fail to comply with this requirement within 30 days of receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after 30 day period specified above. The discharge of the affected employee(s) shall occur 30 calendar days from receipt by the Employee of the Association's written notice of default and demands for discharge.
- D. The Employer, within 30 days of the signing of this Agreement, shall present the Association with a list of names and addresses of all current employees covered by this Agreement, and shall update such list each month for all new hires.
- E. The Association will indemnify, defend and hold the Employer harmless against any and all claims made and against any suit instituted against the Employer, including but not limited to attorney's fees and costs of defense thereof, account of any provision of this Article.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

Pursuant to §39-31-303 MCA, the Association shall recognize the prerogative of the Employer to operate and manage its affairs in such areas as, but not limited to:

- A. Directing employees.
- B. Hiring, promoting, transferring, assigning, and retaining employees.
- C. Relieving employees of duties because of lack of work or funds or conditions where continuation of such work or funds would be inefficient and nonproductive.
- D. Maintaining the efficiency of government operations.
- E. Determining the methods, means, job classification, and personnel by which the Employer's operations are to be conducted.
- F. Taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency.
- G. Establishing the methods and processes by which work is performed.

## **ARTICLE 5 – HOLIDAYS**

The following days are recognized as paid holidays. All fulltime regular, seasonal or temporary status employees shall receive eight (8) hours off with pay for days observed as legal holidays or authorized proclaimed work days off, provided they are in an active pay status on the last regularly scheduled working day prior to the holiday. Part-time regular, seasonal and temporary status employees shall receive holiday benefits on a prorated basis. The prorated benefit will be calculated by taking the daily average from the two full pay periods prior to the holiday. Holidays that occur in those prior pay periods will not be used in the calculation.

1. New Year's Day, January 1.
2. Martin Luther King Day, third Monday in January.
3. President's Day, third Monday in February.
4. Memorial Day, last Monday in May.
5. Independence Day, July 4.
6. Labor Day, first Monday in September.
7. Columbus Day, second Monday in October.
8. Veteran's Day, November 11.
9. Thanksgiving Day, fourth Thursday in November.

10. Christmas Day, December 25.
11. Statewide Election Day in November of even years.
12. Any day declared a national legal holiday for all governmental subdivisions within the entire nation by the President of the United States; any day declared a state legal holiday for all State and local political subdivisions by the Governor of the State of Montana; Any day declared a legal holiday for all Town government employees by the Mayor of the Town of West Yellowstone.

When the holiday falls on a Sunday, the Monday following is a holiday as provided in §1-1-216, MCA. When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday, unless the employee is scheduled to work on the actual holiday.

When an employee is required by the Employer to work on a listed holiday, he/she will be paid at the rate of one and one half (1 1/2) times his/her regular rate of pay, and shall have the option to float the holiday, (take a day off) that will be paid subject to the terms and conditions of this provision. The employee must take the day off within a 90 day period following the holiday worked. If no request is made to use the holiday within 90 days, the day off is forfeited. If the employee was denied the use of their floated holiday by management on the day/s of their choosing within the 90 days, the Employer will have the next 30 days to schedule the employee's time off. This benefit for actual time off only, and the Employer will not pay the Employee wages for the day in-lieu of time off unless the Employer fails to schedule the employee's day off within the 30 days.

Employees who regularly work shifts that are longer than eight hours may, with permission of the department head or Operations Manager, elect to work additional hours or use vacation leave in order to make up the difference between the eight (8) hour holiday pay and their regular shift. Hours must be worked in the same work week as the holiday.

Employees who are called in to work an unscheduled shift on a holiday may opt not to float the holiday and be compensated for holiday pay.

Floating holiday may be used in accordance with the town personnel policy manual.

## **ARTICLE 6 – VACATION**

1. In accordance with §2-18-617, MCA, employees may accumulate annual vacation leave 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. Balances exceeding two times the maximum number of days earned annually are considered "excess." As provided in the Agreement, excess vacation time is not forfeited if taken prior to April 30 of the year following the year in which the excess was accrued.

2. Department heads are responsible for providing a “reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave” as provided in §2-18-617, MCA.
3. To avoid having an employee forfeit excess annual vacation leave, management is encouraged to work with employees who have excess vacation leave balances as far in advance of April 30 as possible or at an earlier time, if the employee’s leave balance is projected to exceed two times the maximum number of days earned annually.
4. Employees are responsible for making a reasonable written request to use excess annual vacation leave before the April 30 deadline. Department heads may approve all, some, or none of the employee’s request by written response within 14 calendar days of receipt of the request as initialed by the Department Head. If management denies the request to use excess annual vacation leave, the excess vacation leave is not forfeited and the employer shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited under section 1 above.
5. When an employee submits a request for vacation, the employer must respond to the request within 14 calendar days of Department Head’s initialed receipt of the request.

**ARTICLE 7 – SICK LEAVE**

Employees shall accrue sick leave according to the following schedule:

40 hours x 52 weeks = 2,080 hours = 1 year.

<b>Period of Employment</b>	<b>Working Hours Credit</b>
Each 1 year of employment	96
Less than 40 hours per week	.04615 x # of hours worked

An employee may use up to five (5) sick days or forty (40) hours per calendar year as personal leave. Regardless of the number of hours worked, no employee shall accrue more than 96 hours of sick leave per year.

“Regular full-time and part-time represented employees and seasonal full-time and part-time represented employees that are in a pay status as of the signing of this contract shall continue to receive the sick leave lump-sum payment at the end of employment as shown in the table below. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee’s wage at the time the employee terminates employment with the Town.

Sick leave lump sum payment at the end of employment will be as follows:

<b>Years of Service</b>	<b>Payout</b>
1-5 years	25%
6-10 years	30%
11-15 years	40%

15-20 years	60%
21+ years	75%

Regular full-time and part-time represented employees who have hire dates later than the signing date of this contract, who terminate employment with the Employer, are entitled to a lump-sum payment equal to 25 percent 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 wage at the time the employee terminates employment with the Town.”

Employees may use sick leave according to the terms and conditions outlined in the Town of West Yellowstone Personnel Policy Manual.

**ARTICLE 8 – RULES, REGULATIONS, AND POLICIES**

- A. All rules, regulations, and policies of the Employer not specifically covered by this agreement shall remain in full force and effect, provided such rules, regulations, and policies are not in direct conflict with the terms of this agreement. The policies of the Employer are as set forth in Town of West Yellowstone Personnel Policy Manual unless specifically modified by the terms of this agreement. In the event of a conflict, the terms of this agreement shall control.
- B. The Employer agrees to discuss with the Association the establishment of new rules, regulations, and policies affecting employees, or changes in such rules, regulations, or policies, prior to placing them in effect. Changes shall be posted on bulletin boards for a period of ten consecutive workdays before becoming effective, except in cases of emergencies requiring immediate action.

The Employer shall provide the Association with a comment period of fourteen (14) consecutive calendar days for any changes or additions to the rules, regulations and policies affecting town employees.

- C. Employees shall comply with all rules, regulations, and policies as set forth above, providing they are uniformly applied and enforced.

**ARTICLE 9 – HEALTH AND SAFETY**

- A. The Employer shall adopt and implement safety policies consistent with the Montana Safety Culture Act. Both parties to this agreement hold themselves responsible for the mutual cooperative enforcement of safety rules and regulations.
- B. In the event an employee receives Worker's Compensation wage benefits in an amount less than the total pay he/she was receiving prior to the injury; the Employer may, with the written approval of the employee, supplement those benefits with sick leave benefits. The amount of sick leave hours together with the Worker's Compensation wage benefit

that the employee receives shall equal the pay the employee would have received for regular work hours in the given pay period. The Employer's supplement may not exceed the employee's accrued sick leave time. The Employer agrees to return the employee to a like position at the rate of pay earned on the date of injury. This provision applies for one year from the date of injury.

## ARTICLE 10 – HOURS OF WORK AND OVERTIME

- A. The normal workweek for town employees shall be Sunday through Saturday. The normal workweek will be 40 hours during the seven day period.
- B. The department head, with the approval of the Operations Manager, shall establish work hours. Employees shall be given 24 hours' notice prior to change of shift, with the exception of snow plowing operations for employees of the Public Services Department.
- C. Extension of a regular shift is not a call out.
- D. Overtime shall be defined as **time worked** in excess of the 40 hour work week. Overtime shall not be calculated with the inclusion of any paid leave hours. Overtime hours shall be paid at the rate of time and one half (1.5) of the applicable hourly rate for all Association members.
- E. Paid leave shall be defined as one or more of the following accrued benefits:
- Sick Leave (Article 7)
  - Vacation Leave (Article 6)
  - Personal Leave (Article 7)
  - Holiday Leave (Article 5, see clause for holiday hours worked)
  - Compensatory Time (Comp Time)
- F. Paid leave shall be paid at straight time. Employees may not use sick leave or personal leave in combination with regular hours worked to exceed forty (40) hours in any given work week. Approved vacation may be used to exceed forty (40) hours in any given work week; however, it shall be paid at straight time.
- G. Call out. If an employee is called out during any unscheduled work hour, with the exception of early start times for snow removal operations or held over on a regular shift, each and every call out shall be for a minimum of two and one half (2.5) hours. Compensation for call outs shall be at one and one half (1.5) times the regular rate of pay and shall not be considered time worked for the purposes of calculating the employee's 40 hour work week. Employees called out to work who continue to work into their regular scheduled shift shall receive the full amount of pay for the applicable call out, for a minimum of two and on half (2.5) hours and also be allowed to complete their regular shift.

- H. If an employee is called back to work from previously approved vacation leave, the employee will be paid at the rate of one and one half (1.5) times the regular hourly rate for each previously approved vacation hour worked. If an employee has been approved to use vacation leave and is denied the same, the employee will be paid at the rate of one and one half (1.5) times their regular hourly rate for each previously approved vacation hour.

## **ARTICLE 11 – STEWARDS**

Employees selected by the Association to act as Association representatives shall be known as "stewards". The Association may select no more than three (3) stewards. -The names of employees selected as stewards and the names of other Association representatives who may represent the employees shall be certified in writing to the Employer by the Association. The Employer will not discriminate against any Association steward for legitimate steward activity. These activities include investigation of formal grievances and receiving notification of serious accident and/or health hazards. Stewards may investigate and discuss grievances in their work areas providing they first secure the permission of their immediate supervisor. The Employer shall allow work release time for elected stewards for the purpose of participating in collective bargaining negotiations. Not more than one elected steward shall be released from work in any one department at any given time for the purpose of investigation of grievances, participating in collective bargaining negotiations, or participating in Labor/Management Team meetings.

## **ARTICLE 12 – SENIORITY**

- A. Seniority serves only as a qualification for benefits expressly provided for in this article and shall have no other effect. During the first six month of employment, each employee shall be considered a probationary employee with the exception of dispatch employees who shall serve twelve month probation. Department Heads may, upon a satisfactory performance evaluation and approval of the Operations Manager, remove an employee from probation after 6 months of employment. After completion of the applicable probationary period, the employee shall achieve seniority based on the date of hire. There shall be no seniority among probationary employees as they may be laid off, discharged, or otherwise terminated at the sole discretion of the Employer.

A three month extension to the probationary period may be required if, the Department Head feels the employee needs further opportunity to learn the job requirements and succeed in their employment with the Town rather than be terminated or during their probationary period, the employee is on extended leave due to a medical condition (theirs or family member) or the employee has not been able to complete required training through no fault of their own.

Reduction in forces shall be determined by knowledge, skills and ability of the employee and shall be at the discretion of the Operations Manager. Employees released, due to a

reduction in force are subject to recall on a knowledge, skills and ability basis. Employees recalled after a reduction in force will be allowed four working days to accept reemployment. In the event of a reduction in forces, the Employer agrees to provide the employees 30 days' notice.

- B. Seniority shall be broken by discharge for cause, voluntary resignation, medical leave in excess of one year, or more than 18 months layoff. In the event that an employee leaves the service of the Employer on good terms and is later rehired, their service time will be bridged after a period of two (2) years of satisfactory service.
- C. Seniority shall apply to each department as follows:
  - 1. When an employee changes to another department, he/she will go to the bottom of the seniority list of the new department.
  - 2. Each department shall provide for approximately equal distribution of overtime.
  - 3. During a recruitment process, if two or more employees are equally qualified as determined by the department head, then seniority shall be used as the deciding factor.
  - 4. An employee accepting a position in another department shall retain service credit for determining benefits.
  - 5. Employees shall request leave time no earlier than 6 months in advance of time requested. Leave time requests shall be approved in accordance to the provision in Article 6 – Vacation, Section 5. If two or more employees request the same date(s) for leave, preference will be given on the basis of first come first served. Once leave dates are approved by the Department Head, employees can request changes to or cancel the leave no less than twenty-one (21) calendar days prior to requested leave dates. All requests for leave shall be submitted to the Department Head.

## **ARTICLE 13 – DISCHARGE OR SUSPENSION**

The articles of this agreement shall govern the discharge or suspension of employees.

- A. Employer shall not discharge probationary employees without just cause. Minor rules infractions will not be cause for discharge or suspension without an established pattern of continued misconduct. An established pattern is defined as more than three minor violations during a twelve (12) month period. Minor violations will be annotated on a standard Employee Warning Notice that entitles the employee to also make a statement about the events.

- B. Warning notices will be placed in the employee's personnel record and may be used as a basis for determining performance during annual evaluation. Supervisor must complete employee warnings within fourteen (14) calendar days of the date of discovery. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel file of an employee and shall be purged from the file if older than one year, unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings involving the employee. The employee must request that the supervisor purge the file.
- C. It is understood that depending on the nature and circumstances of the unsatisfactory performance or behavior, a supervisor may use any disciplinary measure deemed appropriate within his or her judgment and is not bound to follow the sequence outlined above. Progressive discipline is not necessarily required for discharge or suspension if the employee is dismissed or suspended for cause.

The following non-inclusive reasons may be sufficient for dismissal for cause:

1. Incompetence or inefficiency in the performance of duties.
2. Conviction of a criminal offense involving a felony or moral turpitude.
3. Violation of any lawful or official regulation or order, or failure to obey any lawful direction made and given by a supervisor where such violation or failure amounts to an act of insubordination or a breach of proper discipline, or has resulted or might reasonably be expected to result in loss or injury to the Employer or public.
4. Wanton use of offensive conduct or language toward the public, Town officials or other employees.
5. Carelessness and negligence in the handling and control of Employer property.
6. Inducing or attempting to induce any Town employee to commit an unlawful act or to act in violation of any lawful and reasonable official regulation or order.
7. Taking any fee, gift, or other valuable thing in the course of work or in connection with work, for personal use when such is given with the expectation of receiving a favor or better treatment.
8. Dishonesty in the performance of duty.
9. Unauthorized absence from work.

10. Drinking of alcoholic beverages or using any drug(s) to the extent of affecting job performance as determined by the Employer, or consumption or use of alcoholic beverages or illegal drugs while at work.
11. Possession, use, distribution, or manufacture of a controlled substance in the work place.
12. Failure to satisfactorily perform job duties, disruption of the Employer's operation, or other legitimate business reason.

D. Suspension or termination notices must be completed by supervisors within ten (10) working days of the occurrence or discovery of unsatisfactory performance. Such notices will be completed in writing and will be provided to both the employee and the Association.

E. Circumstances related to both warning notices and suspension or termination may be appealed using the grievance procedure. All formal grievances must be submitted within fourteen (14) calendar days of the event or discovery, per Article 14, below.

#### **ARTICLE 14 – GRIEVANCE PROCESS**

Employees are encouraged to discuss concerns about work related conditions. A grievance is defined as any dispute involving the misinterpretation or misapplication or alleged violation of a provision of this Agreement, including any attendant addenda, amendments, and memoranda of understanding unless any addendum, amendment, or memorandum of understanding expressly excludes any of its provisions from the definition of “grievance. If the issue cannot be resolved at the level of the first line supervisor, employees may submit a formal grievance. Time lines stated in the grievance procedure may be extended at any time upon mutual written consent of both parties.

##### **Grievance Process:**

STEP I Any grievance must be discussed at this level within fourteen (14) calendar days of the employee becoming aware of the initial problem. This step is an opportunity for both parties to resolve the issue informally through a dialogue with the immediate supervisor or department head. If the magnitude of the grievance is serious enough that termination is the remedy proposed by the Employer, this step can be bypassed. The immediate supervisor or department head has fourteen (14) calendar days to respond to the grievance. If the supervisor and department head are one and the same person and the grievant is not satisfied with the Step I response or if the supervisor/department head fails to respond within fourteen (14) calendar days, then the grievance shall advance to Step III of the process.

STEP II The grievant has fourteen (14) calendar days from the end of Step I to present the grievance formally in writing to the department head if different from the immediate

supervisor. Formal filing of a grievance means that the grievant must present a brief but thorough written description of the grievance and the facts upon which it is based. It also must detail the proposed remedy or correction sought with reference made to the section of the collective bargaining contract that the grievant believes was violated. In addition to the above, the grievant must contact the MPEA Field Representative for information and advice. The department head shall have fourteen (14) calendar days to resolve/respond to the grievance. If the grievance is still unresolved, the department head will render his/her decision to the employee in writing and forward a copy to the Town Operations Manager.

STEP III Following receipt of the department head's response to Step II, and the grievance is still unresolved, the grievance shall be submitted to the Town Operations Manager. The Town Operation Manager shall have fourteen (14) calendar days to review the grievance and provide a written response to the involved parties. In the event that the aggrieved employee is not satisfied with the Operations Manager's decision, meaning that the grievance is still unresolved, the Association/grievant may, not later than fourteen calendar days of the Town Operations Manager's or his/her designee's response, notify the Town of West Yellowstone of the intention to take the grievance to final and binding arbitration. The Association shall request the Board of Personnel Appeals to provide a list of seven arbitrators. The parties shall, not later than fourteen calendar days of the receipt of the list, select the arbitrator by the method of alternately striking names with the Association striking the first name. The final name left on the list shall be the arbitrator.

The parties shall jointly contact the arbitrator and establish a date for the arbitration hearing. The arbitrator shall rule on the matters within the scope of the terms of this agreement only and the arbitrator's decision shall be binding on both parties.

Each party shall bear the fees and expenses of the presentation of its case. The fees and expenses of the arbitrator shall be shared equally by both parties. In the event either party to the arbitration requests a transcript of the proceedings, the party requesting the transcript shall bear the costs of such transcript.

## **ARTICLE 15 – UNIFORM PROVISION**

A. It is in the interest of the Town and the Employee that the employees be identified and to have protective gear and to be provided with specialty items that are required to fulfill job requirements. The Town may provide a method through clothing or other equipment mutually agreed upon by the Town and the employees through the Labor Management Team that (1) identifies the employee as a Town employee, particularly for those employees whose work takes them off-premise; (2) that is protective in nature to ensure safety and protect clothing from job-related wear and tear; and (3) that is necessary to perform job duties.

## **ARTICLE 16 – HEALTH AND WELFARE**

- A. The Employer shall contribute 75% of each premium and the employee shall contribute the remaining 25% of each premium for the current health insurance policy in effect.
- B. The health and safety of employees shall be reasonably protected while in the service of the Employer. Both parties to this agreement hold themselves responsible for the mutual cooperative enforcement of safety rules and regulations.
- C. The Town encourages wellness activities in represented employees and agrees to provide an agreed-upon treadmill and establish a space in the Town Hall Basement for access by all employees 24/7

## **ARTICLE 17 – LIABILITY INSURANCE**

The Employer, in accordance with 2-9-305MCA, shall pay the necessary premiums to provide general liability insurance and the necessary surety bonds for all employees performing their duties, including the use of personal vehicles for essential Town business.

In the event an employee is personally sued as a result of performing his/her work duties, the Employer will defend the employee in accordance with terms and conditions outlined in 2-9-305 MCA.

## **ARTICLE 18 – TRAINING AND EDUCATIONAL ADVANCEMENT**

The Employer shall provide proper training and education for the advancement and benefit of the employees. Such training and education shall be recommended by the department head and approved by the Operations Manager.

Training Hours for EMS Certifications:

Those employees who wish to become certified as EMS Responders must make application to their Department Head and Operations Manager to receive EMS training. Management may, for good cause, decline to allow the employee to participate in the program. Training hours to attend the biannual recertification training (24hrs for EMT Basic and 16hrs for EMT First Responders) shall be considered time worked and shall be scheduled into the employee's work week. The employee shall provide the dates for recertification training to each department as soon as the dates have been scheduled.

## **ARTICLE 19 – PENSIONS**

The Association and the Employer agree to participate in the Public Employees Retirement System of Montana throughout the term of this Agreement and to be bound by the policies of the system. Association members may elect to make their own contributions to the Section 457 plan.

## ARTICLE 20 – COMPENSATION AND PAY PERIODS

- A. The parties agree to adopt the 2014 Wage Rate Table, shown as Attachment A to the Agreement, which shows wage bands that were in effect on June 30, 2014 as the base wages to which any increase shall be applied during the first year of this Agreement. In subsequent years, the base wage to which any wage increase shall be applied will be the wages in effect at the end of that fiscal year.

Within the Public Services Department, the Operators will be defined as Operator I and Operator II. Operator I will not be required to be certified as a water and wastewater operator. Operator II shall be certified as a Montana Water and Wastewater Operator (at a minimum of 3A, 4B, 3C of the required licensing levels). To be eligible to be an Operator II, an employee shall also have enough equivalent service, time in position or longevity with the Town to have reached the Journeyman level in the Town's pay classification system.

An Operator II shall be compensated at \$1.00 more per hour than an Operator I.

Any Operator I wishing to become an Operator II shall be provided training opportunities as budget and time allows.

- B. Employees shall move to the next pay increments in accordance with the Attachment- A defining time in grade, training requirements and performance evaluations as follows:

**Probation:** Shall be minimum minus \$1.00 for the first six to nine months of employment.

**Apprentice:** Shall be minimum pay from end of probation through month 42 of employment.

**Journeyman:** Shall be midpoint pay from beginning of month 43 through month 102 of employment.

**Master:** Shall be maximum pay from the beginning of month 103.

- C. Voluntary deductions will be based on monthly costs regardless of the number of pay periods in the month. Court garnishments will be determined by the terms and conditions of the court order.
- D. Employees shall be paid monthly.
- E. E. Hours spent responding as an EMS responder during regular work hours shall be considered as time worked for the purposes of this agreement.

- F. Premium pay shall be \$0.50 per hour for the hours worked from 9:00 p.m. to 7:00 a.m. Premium pay does not include travel, training or call out time. Premium pay for overtime is \$.075 per hour

#### **ARTICLE 21 – PERSONAL USE OF TOWN FACILITES**

Except as otherwise provided herein, the use of public property is not allowed for employees, community individuals or businesses without the approval and supervision of the Department Head.

#### **ARTICLE 22 – CREATION OF LABOR/MANAGEMENT TEAM**

A Labor/Management team shall meet on a quarterly basis, at a regularly scheduled date and time to discuss matters of mutual interest. This meeting may be cancelled by either party by giving 48-hour notice to the other party. Any time spent while attending team meetings shall be compensable time.

#### **ARTICLE 23 – MUTUALLY AGREED NO STRIKE, NO LOCKOUT**

During the processing of any matter under the grievance article, or at any other time during the term of this agreement, the Association agrees not to strike, render unfair reports, or cause slow down. The Employer agrees not to lock out employees represented by the Association.

#### **ARTICLE 24 – TERM OF THE AGREEMENT**

On or before March 31, 2016, either party may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement. Promptly following such notification, the parties shall meet and engage in such negotiations.

If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the date specified above, this contract shall automatically be renewed for successive one year terms thereafter, beginning on July 1, 2016 and with the notice of the desire to open negotiations being due March 31 of each year.

Both parties, by mutual agreement, may agree to negotiate specific contract issues or articles during the contract period, but any change must be by mutual agreement between parties.

#### **ARTICLE 25 – WAGE PROGRESSION**

The Town of West Yellowstone and the West Yellowstone Employees Unit of the Montana Public Employees Association agree to the following concerning the procedure to move from probation to apprentice to journeyman to master.

The parties agree that in order to move forward through the pay plan, employees are required to show progress by completing required training, displaying adequate performance over time and at the time of annual evaluation, and complete requirement for time in grade.

In the event that an employee is not eligible for advancement in the pay plan due to performance standards, the employer is required to provide documentation of reprimands, corrective action plans, etc. An employee has the right to use the grievance procedure should he/she be disciplined for performance reasons and/or held back from advancement to the next pay level. Movement from one pay level to the next will be contingent on the employee receiving an acceptable performance evaluation for the period prior to advancement. In addition, employees will meet the criteria for career development developed by the Operations Manager, the Association Steward, and the appropriate Department Head.

Both parties agree to attach to each position description the requirements for an employee to move through the pay plan that are detailed in Attachment B to this Agreement. The following shall be a general outline of what is required for each grade in the plan:

**Probation: First 6-9 months of employment**

The term of probation shall be 6 months from the date of hire or 9 months as applied in Article 12 Section A. Department Heads may, upon a satisfactory performance evaluation and approval of the Operations Manager, remove an employee from probation after 6 months of employment, or 9 months as applied in Article 12 Section A, with the exception of Dispatchers, who shall serve a 12 month probationary period.

The parties agree that any reference to probationary pay shall mean the minimum salary assigned to a wage band (Attachment A) less \$1.00 per hour. Probationary pay shall be in effect for 6 months from date of hire, even though employees may remain on probation for a full 9 or 12 months.

The probationary employee shall begin all required certification activities and show progress in attaining such certifications.

The probationary employee shall demonstrate adequate knowledge of the position and satisfactory performance.

**Apprentice: From removal from probation through month 42 of employment**

The term of apprentice shall be for 3 years unless the conditions outlined in the position description have not been met. An employee shall not be held back in progression if the Employer has not provided required training opportunities.

The apprentice employee shall be required to complete all certification activities required by the position description. Employees are encouraged to complete a minimum of 24 hours per calendar year of non-required continuing education. These hours are not required to be formal training and may include, but are not limited to, attending safety meetings, in-house department training, reading articles in trade journals, etc. It shall be the employee's responsibility to document all non-required training hours.

In order to be eligible for advancement to the journeyman level, the apprentice level employee must receive satisfactory performance evaluations for his/her third year at the apprentice level and exhibit a general knowledge of his/her job as outlined in the applicable position description.

**Journeyman: Month 43 through month 102 of employment**

The term of journey man shall be for 5 years unless the conditions outlined in the position description have not been met. An employee shall not be held back in progression if the Employer has not provided required training opportunities.

The journeyman level employee shall maintain all certification activities required by the position description. Employees are encouraged to complete a minimum of 24 hours per calendar year of non-required continuing education. These hours are not required to be formal training and may include, but are not limited to, attending safety meetings, in-house department training, reading articles in trade journals, etc. It shall be the employee's responsibility to document all non-required training hours.

Journeyman level employees shall assist, as assigned, in providing training to probation and apprentice level employees up to the journeyman's skills and abilities.

In order to be eligible for advancement to the master level, the journeyman level employee must receive satisfactory performance evaluations for his/her fifth year at the journeyman level and exhibit a general knowledge of his/her job as outlined in the applicable position description.

**Master: Month 103 through remaining term of employment**

The term of master shall be from end of journeyman through the balance of employment unless the conditions outlined in the position description have not been met.

The master level employee shall maintain all certification activities required by his/her position description. Employees are encouraged to complete a minimum of 24 hours per calendar year of non-required continuing education. These hours are not required to be formal training and may include, but are not limited to, attending safety meetings, in-house department training, reading articles in trade journals, etc. It shall be the employee's responsibility to document all non-required training hours.

Master level employees shall provide training as assigned to probation, apprentice and journeyman level employees. A master level employee shall be considered as a trainer in the position description for which he/she was hired. A master employee shall not have the right to refuse to train employees.

The master level employee must receive satisfactory performance evaluations and he/she shall show an extensive working knowledge of his/her job as outlined in the applicable position description. The master employee shall also show a satisfactory level of performance as a trainer in his/her position description.

**Ratification of terms of agreement between the Town of West Yellowstone and the members of the Montana Public Employees Association, West Yellowstone Employees Bargaining Unit entered into \_\_\_\_\_, 2015.**

For the Town of West Yellowstone:

\_\_\_\_\_  
Brad Schmier, Mayor

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jerry Johnson, Deputy Mayor

3-31-15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Liz Roos, Town Clerk

\_\_\_\_\_  
Date

**For the West Yellowstone Employee's Bargaining Unit, MPEA:**

\_\_\_\_\_  
Chapter Representative

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Bob Chatriand, MPEA Field Representative

3-31-15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Quinton Nyman, Executive Director

\_\_\_\_\_  
Date

## ATTACHMENT A

Occupations & Job Families	FY14 Wage Bands			FY 15 3% increase			FY 16 3% increase		
	Apprentice	Journeyman	Master	Apprentice	Journeyman	Master	Apprentice	Journeyman	Master
<b>Administration and Finance</b>									
Town Clerk	45,816	53,901	61,987	47,190	55,518	63,847	48,606	57,184	65,762
Deputy Town Clerk / Accounting Clerk	30,863	36,310	41,756	31,789	37,399	43,009	32,743	38,521	44,299
Court Clerk	30,109	35,424	40,738	31,012	36,487	41,960	31,943	37,581	43,219
<b>Dispatch</b>									
Head Dispatcher	37,604	44,240	50,875	38,732	45,567	52,401	39,894	46,934	53,973
Dispatcher	30,109	35,424	40,738	31,012	36,487	41,960	31,943	37,581	43,219
<b>Parks &amp; Recreation</b>									
Recreation Coordinator	43,609	51,304	58,999	44,917	52,843	60,769	46,265	54,428	62,592
Recreation Counselor, Senior	28,660	33,716	38,774	29,520	34,727	39,937	30,405	35,769	41,135
Seasonal Laborer	25,964	30,546	35,128	26,743	31,462	36,182	27,545	32,406	37,267
Recreation Counselor	24,713	29,074	33,434	25,454	29,946	34,437	26,218	30,845	35,470
Recreation Specialist	26,613	31,310	36,006	27,411	32,249	37,086	28,234	33,217	38,199
<b>Social Services</b>									
Social Service Assistant	27,960	32,894	37,829	28,799	33,881	38,964	29,663	34,897	40,133
<b>Public Works</b>									
Deputy Public Services Superintendent	49,339	58,046	66,752	50,819	59,787	68,755	52,344	61,581	70,817
Equipment Operator	34,067	40,078	46,091	35,089	41,280	47,474	36,142	42,518	48,898
Equip. Operator/Operator II (+\$1.00)	36,147	42,158	48,171	37,169	43,360	49,554	38,222	44,238	50,978
Facilities/Custodial Tech	35,792	42,107	48,424	36,866	43,370	49,877	37,972	44,671	51,373
Facilities Tech/Operator II (+\$1.00)	37,872	44,187	50,504	38,946	45,450	51,957	40,052	46,751	53,453
Roof Shoveler	25,964	30,546	35,128	26,743	31,462	36,182	27,545	32,406	37,267

## ATTACHMENT B

POSITION	APPRENTICE	JOURNEYMAN	MASTER
<b>DISPATCHERS</b> Dispatcher	Complete Initial Training Outline (1 <sup>st</sup> 6 months). POST Certifications (1 <sup>st</sup> Year). CJIN Certification 1 <sup>st</sup> 9 Months). 911 Officer Certification (within 60 days of hire). E MD Certification (within 60 days of hire). FCO Certification (within 60 days of hire). Demonstrate proficiency in job. Attend Jailer School.	Maintain Certifications. Attend recurring monthly training. CJIN Advanced Training. Complete POST Training Officer Program. Demonstrate proficiency in job. Provide Training as assigned.	Maintain Certifications. Provide Training as assigned. Demonstrate proficiency in job.
Head Dispatcher	Complete Initial Training Outline (1 <sup>st</sup> 6 months). POST Certifications (1 <sup>st</sup> Year). CJIN Certification 1 <sup>st</sup> 9 Months). 911 Officer Certification (within 60 days of hire). E MD Certification (within 60 days of hire). FCO Certification (within 60 days of hire). TAC Certification. Attend TAC Conference. Demonstrate proficiency in job. Attend Jailer School.	Maintain Certifications. Attend recurring monthly training. CJIN Advanced Training. Complete POST Training Officer Program. Demonstrate proficiency in job. Attend TAC Conferences. Provide Training as assigned.	Maintain Certifications. Provide Training as assigned. Demonstrate proficiency in job.
<b>PUBLIC SERVICES</b> Operator I	Complete flagger training. Complete work zone safety class. Demonstrate proficiency with most equipment. Obtain/maintain CDL.	Maintain Apprentice level training. Maintain CDL. Demonstrate proficiency in job. Provide Training as assigned. Demonstrate knowledge of Grader operation. Proficiency in all equipment.	Maintain certifications. Provide training as assigned.
Operator II	Complete flagger training. Complete work zone safety class. Demonstrate proficiency with most	Maintain Apprentice level training. Maintain CDL. Demonstrate proficiency in job.	Maintain certifications. Provide training as assigned.

POSITION	APPRENTICE	JOURNEYMAN	MASTER
Operator II (continued)	<p>equipment.</p> <p>Obtain/maintain CDL</p> <p>Complete water certification</p> <p>Complete wastewater certification</p>	<p>Provide training as assigned.</p> <p>Demonstrate knowledge of Grader operation</p> <p>Proficiency in all equipment</p>	<p>Maintain certifications.</p> <p>Provide training as assigned.</p>
Recreation Coordinator	<p>Provide documentation of specialized training in recreation programming.</p> <p>Maintain lifeguard certification.</p> <p>Maintain Basic First Aid/CPR Certification.</p>	<p>Maintain Apprentice level training.</p> <p>Attain the following certifications:</p> <ul style="list-style-type: none"> <li>a. Certified Parks and Rec. Professional</li> <li>b. Certified Playground Safety Inspector</li> </ul> <p>Attain Lifeguard Instructor Certification</p> <p>Attain First Responder Certification</p> <p>Provide Training as assigned.</p>	<p>Maintain certifications.</p> <p>Provide training as assigned.</p> <p>First Aid/CPR Instructor.</p>
Deputy Superintendent	<p>Commercial Building Inspector Certification.</p> <p>Work Zone Technician Certification (MDT).</p> <p>Flagger Certification (MDT).</p> <p>Montana Water Operator 2A, 3B.</p> <p>Montana Wastewater Operator 3C.</p> <p>Obtain/maintain CDL.</p> <p>Demonstrate knowledge with all equipment.</p>	<p>Maintain Apprentice level training.</p> <p>Maintain CDL.</p> <p>Maintain CEC for water/wastewater.</p> <p>Show proficiency in job.</p> <p>Attain ICC Plan Examiner Certification.</p> <p>Provide Training as assigned.</p>	<p>Maintain certifications.</p> <p>Attain ICC Building Official Certification.</p> <p>Provide Training as assigned.</p>
<b>CITY COURT</b>			
Court Clerk	<p>Attend &amp; complete required training as outlined by the Supreme Court.</p> <p>Demonstrate proficiency in job.</p> <p>Demonstrate proficient use of court software.</p> <p>Demonstrate proficiency in record keeping.</p>	<p>Attend &amp; complete required training as outlined by the Supreme Court.</p> <p>Maintain proficiency in job.</p> <p>Maintain proficient use of court software.</p> <p>Maintain proficiency in record keeping.</p> <p>Provide Training as assigned.</p>	<p>Attend &amp; complete required training as outlined by the Supreme Court.</p> <p>Maintain proficiency in job.</p> <p>Maintain proficient use of court software.</p> <p>Maintain proficiency in record keeping.</p> <p>Provide training classes for dispatch and/or teach at state conferences as assigned.</p>
<b>TOWN OFFICE</b>			
Town Clerk	<p>Graduate from IIMC or MMCT&amp;FOA accredited institute.</p> <p>Acquire Montana Notary.</p> <p>Demonstrate proficiency in use of software.</p> <p>Demonstrate proficiency in job.</p>	<p>Attain/maintain IIMC Certified Municipal Clerk (CMC) designation or Certified Montana Municipal Clerk (CMMC) designation.</p> <p>Maintain Montana Notary.</p> <p>Begin coursework to obtain APT Certified Municipal Finance Administrator (CMFA) designation or Certified Montana Municipal</p>	<p>Attain/maintain CMFA or CMMFO designation.</p> <p>Provide training as needed to Town employees and Council Members.</p> <p>Maintain Montana Notary.</p> <p>Maintain proficiency in use of software.</p> <p>Maintain proficiency in job.</p> <p>Provide Training as assigned.</p>

POSITION	APPRENTICE	JOURNEYMAN	MASTER
Town Clerk (continued)		Finance Officer (CMMFO) designation. Maintain proficiency in use of software. Maintain proficiency in job. Provide Training as assigned.	
Deputy Town Clerk	Graduate from IIMC or MMCT&FOA accredited institute. Acquire Montana Notary. Demonstrate proficiency in use of software. Demonstrate proficiency in job.	Attain/maintain IIMC Certified Municipal Clerk (CMC) designation or MMCT&FOA Montana Clerk's certification. Maintain Montana Notary. Maintain proficiency in use of software. Maintain proficiency in job. Provide Training as assigned.	Provide training as needed to Town employees and Council Members. Maintain Montana Notary. Maintain proficiency in use of software. Maintain proficiency in job. Provide Training as assigned.
<b>JOB &amp; SOCIAL SERVICES DEPARTMENT</b>			
Job and Social Services Assistant	Learn Food Bank ordering and accounting system. Learn MT Job.gov site. Learn Community Help Fund voucher procedures. Learn all Office of Public Assistance programs. Learn UI4U procedures. Learn basic office machine maintenance Learn ordering and inventory procedures Show proficiency in use of software. Show proficiency in job.	Master Food Bank ordering and accounting system. Master MT jobs.gov site. Master Community Help Fund voucher procedures. Master all Office of Public Assistance programs. Master UI4U procedures. Learn domestic abuse resources and procedures. Learn Order of Protection procedures. Learn Crime Victims Assistance procedures. Demonstrate proficiency in ordering and inventory control. Demonstrate proficiency in maintaining office machines. Demonstrate proficiency in use of software. Demonstrate proficiency in job.	Demonstrate proficiency and advanced knowledge in all of the above. Teach two classes to police/dispatchers on social services as assigned.

## **JOB ANNOUNCEMENT TOWN OF WEST YELLOWSTONE**

**Position: Job & Social Services Director  
April 2015**

The Town of West Yellowstone is seeking applicants for a full-time Job & Social Services Director. Located next to Yellowstone National Park, West Yellowstone is visited by more than 3 million visitors each year. Work surrounded by one of the country's premier recreational areas managing a small town that offers a full range of municipal services.

Wage: \$47,670-\$64,495 Annual Salary (depending on qualifications) plus full benefits package including health, vision, dental, and retirement contributions

For application form, detailed position description, and qualifications contact the Town of West Yellowstone, PO Box 1570, West Yellowstone, MT 59758, 406-646-7795, [info@townofwestyellowstone.com](mailto:info@townofwestyellowstone.com). Application materials are also available online at [www.townofwestyellowstone.com](http://www.townofwestyellowstone.com).

All applications must be submitted to the West Yellowstone Town Hall by 5:00 PM on Wednesday, April 29, 2015. Applications delivered by mail must be mailed early enough to allow for mail service delivery by the closing date. Applications will be accepted by mail, courier, or email (PDF Format only, must include signature). Applications that are incomplete or unsigned as of the closing date will not be considered in the selection process. Women, minorities and individuals with disabilities are encouraged to apply. Town is an EEO/ADA employer.

All applicants are encouraged to read the position description for other position responsibilities and essential functions. This is a full-time position. Funding for this position is contingent upon annual budgetary consideration by the Town Council.

### **Application procedure**

1. A cover letter addressing qualifications for the position.
2. A completed and signed Town of West Yellowstone application ([www.townofwestyellowstone.com](http://www.townofwestyellowstone.com))
3. A current resume.

Submit to:

Town of West Yellowstone  
440 Yellowstone Avenue  
PO Box 1570  
West Yellowstone MT 59758  
(406) 646-7795

# TOWN OF WEST YELLOWSTONE

**April 2015**

**POSITION:** Job & Social Services Director

**DEPARTMENT:** Social Services

**ACCOUNTABLE TO:** Operations Manager

**STATUS:** Regular full-time

**PRIMARY OBJECTIVE OF POSITION:**

Under general supervision performs duties related to coordinating and delivering social services for the Town of West Yellowstone.

**JOB CHARACTERISTICS:**

**Nature of Work:** Position coordinates and delivers community social services.

**Personal Contacts:** Frequent contact with citizens, local businesses, churches, government agencies, and funding agencies.

**Supervision Received:** Works under general supervision of the Operations Manager.

**Essential Functions:** Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills, and other characteristics. This list of essential functions is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Duties are generally performed in office setting where hazards and discomforts are controllable and modifiable; must occasionally lift boxes weighing up to 50 pounds to waist height. Position requires the ability to communicate orally and in writing. Must be able to access homes of clients. Position is subject to calls outside of normal working hours. Some clients may be mentally ill or chemically dependent.

**TYPICAL DUTIES AND RESPONSIBILITIES:**

Serves as a liaison and contact person for a variety of local, state and federal agencies, including state job service, health and human services departments, county health department, and various agencies to coordinate and deliver social services according to terms and conditions of service contracts, agreements and policies;

Assesses client needs; assists clients with information and referrals about local and state program availability, including but not limited to unemployment benefits, household management, subsidized housing, energy assistance, legal assistance, drug and alcohol counseling, employment, public assistance, healthcare, immunization clinics, crisis counseling and transportation; provides follow-up monitoring and referrals as requested; investigates referrals of child and adult abuse and neglect as requested; performs foster care recruitment and placement services; may assist families in completing treatment plans and service agreements; provides support functions for social service personnel as requested, including facility scheduling, facility maintenance and referrals;

Provides activity reports to state and local agencies as required; maintains required records; disseminates general information about programs; may assist clients with application materials for programs; provides liaison and staff representation to community service boards and commissions as directed; may develop and review community social service options as requested; develops and monitors social services budget; performs other duties as assigned.

### **EDUCATION AND EXPERIENCE:**

The above knowledge, skills and abilities are typically acquired through a combination of education and experience equivalent to a 4 year degree in social work or a related field and two years of social service work in either a non-profit or public setting.

### **JOB PERFORMANCE STANDARDS:**

Examples of job performance standards include, but are not limited to, the following:

- Knowledge of town, county, state and federal programs, policies and procedures;
- Knowledge of the principles and practices of social work, social services and public administration, including budgeting, planning, program development, evaluation, assessment and administration;
- Knowledge of child protection laws; Knowledge of employment practices and laws;
- Ability to operate computers, software, telephones and other office equipment;
- Ability to apply and maintain current knowledge of social work practices and regulations;
- Skill in managing day-to-day operations of a municipal social service program;
- Skill in understanding and interpreting laws, regulations, policies, procedures, and guidelines; Skill in supervising and training employees;
- Skill in planning, organizing, developing and implementing social service programs, activities and events;
- Skill in negotiating and communicating, in person and in writing;
- Skill in establishing and maintaining effective relationships with agencies, local businesses, schools, community service organizations, town employees and citizens.

**Proposal  
to provide recruitment services  
for the Town of West Yellowstone's next  
Operations Manager**



**THE TOWN OF  
WEST YELLOWSTONE**  
GALLATIN COUNTY ~ MONTANA

*Presented by*

***P*ROTHMAN**

## **STATEMENT OF QUALIFICATIONS**

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### **ABOUT PROTHMAN**

Prothman Company is a Northwest based consulting firm that specializes in providing national and regional executive recruitment services to cities, counties, and other governmental agencies throughout the western United States. Founded in 2001, Prothman has quickly become an industry leader known and respected for outstanding customer service, quality candidate pools, and knowledge of local government.

### **OUR EXPERTISE**

**Recruitment Knowledge and Experience:** The Prothman team has conducted over 450 recruitments and interim placements. We have read and screened over 15,000 resumes, and we have personally interviewed over 5,000 semifinalist candidates. We know how to read between the lines, filter the fluff, and drill down to the qualities and experiences required to be a good manager.

**Firsthand Knowledge of Local Government:** Every Prothman team member has worked in local government. Our talented consultants have a cumulative 150 years in local government service, with expertise ranging from organization management, police and fire management, human resources, finance, public works and elected official public service.

### **OUR PROVEN PROCESS**

Clients and candidates continually tell us that we have the best process and client service in the industry. The tenure of our placements is among the best in the industry because we understand that "fit" is the most important part of the process; not just fit within the organization, but fit within the community, as well.

### **OUR GUARANTEE**

We are confident in our ability to recruit an experienced and qualified candidate who will be the perfect "fit" for your organization. Should the selected finalist leave the position or be terminated for cause within one year from the employment date, we will conduct a replacement search with no additional professional fee.

### **CONTACT INFORMATION**

Sonja Prothman: sonja@prothman.com, 206.605.0415 cell  
Greg Prothman: greg@prothman.com, 206.714.9499 cell  
371 NE Gilman Blvd, Suite 350, Issaquah, WA 98027  
Submittal Date: April 2, 2015

## **STATEMENT OF QUALIFICATIONS - EXPERIENCE**

### **Current Recruitments**

Brigham City, UT - *Police Chief*  
City of Duvall, WA - *City Administrator*  
Gunnison County, CO - *Deputy County Attorney*  
Clackamas Community College, OR - *Director of Campus Safety*  
City of Seattle, WA - *Director of Administration - Human Resources*  
City of Bothell, WA - *Community Development Director*  
City of Bothell, WA - *Parks & Recreation Director*  
City of Bothell, WA - *Human Resources Director*  
Snohomish County, WA - *Finance Director*  
City of Arlington, WA - *Finance Director*  
Snohomish County, WA - *Human Services Director*  
City of Lynnwood, WA - *Finance Director*  
City of Spokane Valley, WA - *Finance Director*  
Summit County, UT - *County Manager (recently completed)*  
Gunnison County, CO - *Human Resources Director (recently completed)*  
City of Red Lodge, MT - *Community Development Director (recently completed)*

### **Resort Town Recruitments**

Summit County, UT - *County Manager*  
Gunnison County, CO - *Airport Dir., Community Dev. Dir., HR Dir., Health & Human Svcs. Dir.*  
Blaine County, ID - *County Administrator*  
City of Whitefish, MT - *City Manager*  
San Juan County, WA - *County Manager*  
City of Hood River, OR - *City Manager*  
City of Chelan, WA - *City Administrator*  
City of Ketchum, ID - *City Administrator*  
City of Sun Valley, ID - *City Administrator*

### **2014 - 2013 City & County Manager/Administrator Recruitments**

City of Minot, ND - <i>City Manager</i>	City Belgrade, MT - <i>City Manager</i>
Summit County, UT - <i>County Manager</i>	City of Polson, MT - <i>City Manager</i>
City of McMinnville, OR - <i>City Manager</i>	City of Bothell, WA - <i>Asst. City Manager</i>
City of Fife, WA - <i>City Manager</i>	City of Lakewood, WA - <i>City Manager</i>
City of Lincoln City, OR - <i>City Manager</i>	San Juan County, WA - <i>County Manager</i>
City of Bandon, OR - <i>City Manager</i>	City of Stevenson, WA - <i>City Administrator</i>
City of Scappoose, OR - <i>City Manager</i>	City of Othello, WA - <i>City Administrator</i>
City of Pasco, WA - <i>City Manager</i>	City of Lynden, WA - <i>City Administrator</i>
City of Canby, OR - <i>City Administrator</i>	City of Waldport, OR - <i>City Manager</i>
City of Hood River, OR - <i>City Manager</i>	City of Lebanon, OR - <i>City Manager</i>
City of Longview, WA - <i>City Manager</i>	City of Lake Oswego, OR - <i>City Manager</i>
City of Hermiston, OR - <i>City Manager</i>	Deschutes County, OR - <i>County Administrator</i>
Lane County, OR - <i>County Administrator</i>	Intercity Transit, WA - <i>General Manager</i>
Snohomish County, WA - <i>Executive Director</i>	Southwest WA Regional Transportation Council, WA - <i>Executive Director</i>
eCityGov Alliance, WA - <i>Executive Director</i>	Cowlitz-Wahkiakum Council of Governments, WA - <i>Executive Director</i>
Grays Harbor Transit, WA - <i>General Manager</i>	
City of Mukilteo, WA - <i>Mgmt. Services Director</i>	

## References / Recent Recruitments

**Summit County, UT** - County Manager

Contact - Director, Office of Personnel Management, Brian Bellamy - 435.336.3247

**Gunnison County, CO** - Community Development Director, Airport Director, Human Resources Director, Health & Human Services Director

Contact - County Manager, Matthew Birnie - 970.641.0248

**City of Red Lodge, MT** - Police Chief, Community Development Director

Contact - Mayor, Ed Williams - 406.425.4908

**City of Bozeman, MT** - Public Works Director, Parks & Recreation Director, Community Development Director

Contact - Chris Kukulski, City Manager - 406.582.2306

**City of Bothell, WA** - Assistant City Manager, City Attorney, Police Chief, Fire Chief, Human Resources Director, Public Works Director

Contact - City Manager, Bob Stowe - 425.486.3256

## Availability, Communication & Schedule

One of our first tasks will be to coordinate and commit a schedule. Then, we protect your dates on a master schedule to assure we never miss a commitment. We provide you our cell phone numbers so you have direct access to your lead consultant and support staff and we will communicate and update you as often as you desire.

Our recruitments take approximately 10-14 weeks to complete, depending on the scope and direction from the client. You can expect approximately: 2-3 weeks for stakeholder interviews and profile development and approval, 5-6 weeks for recruitment, 2-3 weeks for screening and interviewing, and 2-3 weeks for coordinating final interviews.

Date	Topic
<b>Weeks of April 6 &amp; 13, 2015</b>	<b>Work contract, hold stakeholder interviews, send profile for review, approve profile</b>
April 20, 2015	Post profile and start advertising
May 24, 2015	Application Close Date
Weeks of May 25 & June 1, 2015	Prothman screens applications & interviews top 10 - 15 candidates
<b>Week of June 8, 2015</b>	<b>Work Session to review semifinalists and pick finalists</b>
<b>Week of June 22 or 29, 2015</b>	<b>Final Interview Process, usually includes evening reception and next day interviews</b>

## **STATEMENT OF QUALIFICATIONS - PROJECT TEAM**

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### **JOHN HODGSON - PROJECT LEAD**

John is a senior consultant for Prothman and brings 33 years of municipal service including, most recently, 7 ½ years as City Administrator/Chief Administrative Officer for the City of Kent, the sixth largest city in the state of Washington. Prior to that, John had 26 years in parks and recreation management for the cities of Vancouver, WA, Metropolitan Park District of Tacoma, and Director of Parks, Recreation and Community Services for the City of Kent from 1994-2005.

John served as president of the Kiwanis Club of Kent, president of the Washington Recreation and Parks Association (WRPA), president of the Regional Council of the National Recreation and Parks Association (NRPA), and is founder and current president of the Kent Parks Foundation. John's awards for his service include Kent Chamber of Commerce Public Employee of the Year, WRPA Honor Fellow, Kiwanis Distinguished President, and the Kent Lions Club Community Service Award. John has a Bachelor of Science degree in Parks and Recreation Management from the University of Oregon (1980) and completed the Cascade Management Series from the University of Washington Graduate School of Public Affairs (1992).

### **GREG PROTHMAN - PROJECT CO-LEAD**

As President of the Prothman Company, Greg offers a unique combination of 20+ years experience in various functions of government and 17 years of experience in public sector recruitment. Prior to forming the Prothman Company, Greg served as a police officer for the University of Washington and the City of Renton. He left police work after completing his Master of Public Administration degree and accepted an administrative position for the City of Des Moines, WA. He was quickly promoted to Assistant City Manager and then City Manager. After nine years in Des Moines, Greg left city management to become a partner in a local executive recruitment firm. A Seattle native, Greg completed his BA at Western Washington University and his Master of Public Administration degree from the University of Washington. Greg is a member of SMR (Seattle Mountain Rescue).

### **SONJA PROTHMAN - PROJECT SUPPORT**

As Vice-President of the Prothman Company, Sonja assists with recruitments and organizational assessments, and she manages the support staff and the "business" side of Prothman. Sonja is a former councilmember for the City of Normandy Park and brings to Prothman the "elected official" side of city government—an invaluable perspective for understanding our clients' needs. Sonja also brings private sector expertise having worked with the Boeing Company where she was on the start-up team as lead negotiator for schedules and deliverables for the first 777 composite empennage. A Seattle native, Sonja earned a Bachelor's Degree in Communications from the University of Washington.

### **BARRY GASKINS - PROJECT SUPPORT**

Barry Gaskins is responsible for candidate management. His attention to detail and understanding of timeliness to the customer and candidates is remarkable. Barry works with the lead consultant in following through with scheduling interviews, arranging candidate travel, managing candidate application packets, and assembly of candidate information to give to the client. Barry came to us from the Bill & Melinda Gates Foundation where he served as a Program Assistant for four years in the US Library Program. Barry earned his Bachelor's Degree from California State University in Los Angeles.

## Recruitment Strategy

Every recruitment we conduct is a national search. We have an aggressive national advertising campaign and we have the ability to mail the job announcement to every city, county, district, etc., in the US. Screening for "fit" is one of the most important elements in a recruitment. What sets us apart from our competition is that we know this region... our office is in Washington and we specialize in the western states. The length of tenure of our placed candidates is the highest in the industry because we understand the qualities required for candidates to fit within our unique communities, cultures and weather!

We have conducted hundreds of successful executive searches and refined our process along the way. We provide the process, but you call the shots... whether you want weekly updates or monthly updates, more meetings or less meetings... we tailor every recruitment to meet your needs. We will partner with you and find you a highly qualified candidate who is the perfect "fit" for your organization, guaranteed!

## Recruitment Process

### **Project Review**

The first step will be to review the following topics:

- ◆ Review the scope of work and project schedule
- ◆ Identify the geographic scope of the search (local, regional or national)
- ◆ Review the compensation package and decide if a salary survey is needed
- ◆ Identify key stakeholders

### **Information Gathering and Research** (*Soliciting Input*)

**We will travel to the Town of West Yellowstone and spend as much time as it takes to learn everything we can about your organization.** Our goal is to thoroughly understand the values and culture of the Town of West Yellowstone, as well as the preferred qualifications you desire in your next Operations Manager. We will:

- ◆ Meet with the Mayor & Council
- ◆ Meet with Department Directors & Staff as directed
- ◆ Meet with community & business stakeholders as directed
- ◆ **Hold a community meeting (if desired)**
- ◆ Review all documents related to the position

### **Position Profile Development** (*Identifying the Ideal Candidate*)

We will develop a profile of your ideal candidate. Once the Position Profile is written and approved, it will serve as the foundation for our determination of a candidate's "fit" within the organization and community. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
  - Years of related experience and education required
  - Ideal personality traits and work habits
- ◆ **Organization-specific information**
  - Description of the organization, position and key responsibilities
  - Priorities and challenges facing the organization
- ◆ **Community-specific information**
  - Overview of the region
  - Description of the environment and quality of life details
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

## Recruitment and Advertising Strategy (*Locating Qualified Candidates*)

We recognize that often the best candidates are not actively looking for a new position--*this is the person we want to reach and recruit*. We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally in professional publications, journals and on related websites.
- ◆ **Direct Mail Recruitment Brochures** sent directly to hundreds of highly qualified city management professionals who are not actively searching for a new position.
- ◆ **Direct Contact Calls** placed directly to city management professionals we know.
- ◆ **Posting the Position Profile on the Prothman Website**, which receives thousands of hits per month.

## Candidate Screening (*Narrowing the Field*)

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 4 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental questions (to determine a candidate's writing skills, analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 8 to 15 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.
- 3) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 4) **Work Session:** We will prepare a detailed summary report which includes each candidate's application materials and the results of the personal interviews and publication search. **We can travel to West Yellowstone or, to save money, we can meet via phone conference** and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 4 to 6 candidates to invite to the final interviews. We will discuss the planning and design of the final interview process during this meeting.

## Final Interview Process (*Selecting the Right Candidate*)

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ◆ **Elements of the design process include:**
  - **Deciding on the Structure of the Interviews**  
We will tailor the interview process to fit your needs. It may involve using various interview panels (which can include community stakeholders), an evening reception or just one-on-one interviews with the decision makers.
  - **Deciding on Candidate Travel Expenses**  
We will help you identify which expenses your organization wishes to cover.
  - **Identifying Interview Panel Participants & Panel Facilitators**  
We will work with you to identify the participants of different interview panels to ensure that all stakeholders identified have been represented.

◆ **Background Checks**

Prior to the final interviews, we will conduct a background check on each of the finalist candidates. Background checks include the following:

• **References**

We conduct 3-5 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates and peers for the last several years. From this list we will have personal conversations with the individuals who have direct knowledge of the candidate's work and management style.

• **Education Verification, Criminal History, Driving Record and Sex Offender Check**

We contract with Sterling for all driving record, education verification, criminal history, and sex offender checks. We will conduct a criminal history, driving record and sex offender check on each candidate in the states in which they have worked.

◆ **Candidate Travel Coordination**

For those candidates who will be traveling to the final interviews, we work with the candidates to organize the most cost effective travel arrangements.

◆ **Final Interview Binders**

We will provide Final Interview Binders. They are the tool that keeps the final interview process organized and ensures that all interviewers are "on the same page" when it comes to evaluating each candidate.

◆ **Final Interviews with Candidates**

**We will travel to West Yellowstone and facilitate the interviews.** The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one hour interview sessions, with an hour break for lunch.

◆ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed. The decision makers will also have an opportunity to ask panelists questions.

◆ **Candidate Evaluation Session:** After the debrief we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.

◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

## Warranty

◆ **Repeat the Recruitment:** Should a top candidate not be chosen, we will repeat the recruitment with no additional professional fee.

## FEE, EXPENSES & GUARANTEE

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### Professional Fee

**The fee for conducting an Operations Manager recruitment with a one-year guarantee is \$18,000, plus expenses.** The professional fee covers all Prothman consultant and staff time required to conduct the recruitment. This includes all correspondence and on-site meetings with the client, writing and placing the recruitment ads, development of the candidate profile, creating and sending invitation letters, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, professional reference checks on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

### Expenses

Expenses vary depending on the design of the recruitment. We work diligently to keep expenses at a minimum and keep records of all expenditures. The Town of West Yellowstone will be responsible for reimbursing expenses Prothman incurs on your behalf. Expense items include but are not limited to:

- Newspaper, trade journal, websites and other advertising (approx. \$900 - 1,300)
- Direct mail announcements (approx. \$1,200 - 1,600)
- Final Interview Binders & printing of materials (approx. \$400 - 700)
- Delivery expenses for Interview Binders (approx. \$150 - 250)
- Consultant travel: airfare, rental car, lodging, travel time (approx. \$950 - 1,200 per trip)
- Background checks performed by Sterling (approx. \$175 per candidate)
- Any client-required licenses, fees or taxes
- Candidate travel: We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

A 3% charge will be added to all expenses which reflects Prothman's City of Issaquah and Washington State B&O tax obligations. Professional fees are billed in three equal installments throughout the recruitment. Expenses are billed monthly.

### Guarantee

Our record of success in placing highly qualified candidates provides that Prothman will guarantee with a full recruitment that if the selected finalist is terminated or resigns within **one year** from the employment date, we will conduct a replacement search with no additional professional fee.

### Cancellation

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

## CLIENT LIST

**City of Aberdeen, WA**  
Public Works Director

**Association of Washington  
Cities (AWC)**  
Chief Executive Officer

**City of Arlington, WA**  
Community Development Director (2)  
City Administrator  
Fire Chief (2)  
Finance Director  
Utilities Manager  
Public Works Director  
Building Official  
Police Chief

**City of Auburn, WA**  
Planning, Building & Community Dir.

**City of Bainbridge Island, WA**  
City Administrator (2)  
Finance Director  
Community Development Dir.  
City Attorney  
Deputy Finance Director  
Project Manager  
Engineer

**City of Bandon, OR**  
City Manager

**Basin Disposal, Inc. (WA)**  
Chief Financial Officer

**City of Battle Ground, WA**  
Deputy City Manager  
Public Works Director  
Finance Director  
Police Chief

**City of Belgrade, MT**  
City Manager

**City of Bellevue, WA**  
Utilities Deputy Director  
Senior Planners

**City of Bend, OR**  
Police Chief

**Benton County Emergency Svcs.,  
WA**  
Director of Emergency Services  
Emergency Management Manager  
Communications Manager

**Benton County Fire District  
#4, WA**  
Fire Chief (2)

**City of Billings, MT**  
City Engineer  
Engineering Division Manager

**City of Blaine, WA**  
Public Works Director  
Finance Director

**Blaine County, ID**  
County Administrator (2)

**City of Boardman, OR**  
Police Chief

**City of Bonney Lake, WA**  
Public Works Director

**City of Bothell, WA**  
Public Works Director (2)  
Fire Chief (2)  
Human Resources Director  
Deputy City Manager  
City Attorney  
Police Chief  
Assistant City Manager  
Parks & Recreation Director

**City of Bozeman, MT**  
Chief Building Official  
Human Resources Director  
Parks & Recreation Director  
Public Works Director  
Community Development Director

**City of Bremerton, WA**  
Public Works Director  
Police Chief

**Camano Island Fire & Rescue, WA**  
Fire Chief

**CAM-PLEX Multi-Event Facilities  
(WY)**  
General Manager

**City of Canby, OR**  
Police Chief  
City Administrator

**Canby Fire District 62, OR**  
Fire Chief

**City of Carnation, WA**  
City Manager (2)  
Public Works Director

**City of Casper, WY**  
City Manager

**Central Valley Fire District, MT**  
Fire Chief  
Fire Marshal

**Central Whidbey Island Fire &  
Rescue, WA**  
Fire Chief

**City of Centralia, WA**  
Community Development Director  
Economic Development Director

**City of Chehalis, WA**  
City Manager  
Police Chief  
Finance Manager

**City of Chelan, WA**  
City Administrator (2)

**Chelan County, WA**  
Community Development Dir.  
Regional Justice Center Director  
RJC Deputy Director

**Chelan County Public Utility  
District (WA)**  
Managing Director - HR, Labor &  
Safety

**Clackamas County, OR**  
County Administrator

**Clackamas River Water Dist.,  
OR**  
General Manager

**Clatsop County, OR**  
County Manager (2)  
Community Corrections Director  
Building Official  
Development Services Manager

**Clatsop County Sheriff's  
Office, OR**  
Jail Commander

**City of College Place, WA**  
Environmental Services Director

**City of Colorado Springs, CO**  
Assistant City Manager

**City of Connell, WA**  
City Administrator

**City of Covington, WA**  
City Manager

**Covington Water District, WA**

Utilities Director  
District Engineer  
Water Resources Manager  
Assistant Water Resources Manager  
Project Engineer  
Business Manager  
Controller

**Cowlitz County, WA**

Building & Planning Director  
Engineer 3

**Cowlitz Sewer Operating Board, WA**

Superintendent

**Cowlitz-Wahkiakum**

**Council of Governments, WA**  
Executive Director

**City of Damascus, OR**

Community Development Dir.  
City Manager

**Deschutes County, OR**

County Administrator

**City of DuPont, WA**

City Administrator  
Planning Director  
Finance Director  
Public Works Director

**City of Duvall, WA**

Planning Director  
Accountant

**East Jefferson Fire Rescue, WA**

Fire Chief

**East Multnomah Soil & Water Conservation District (OR)**

Executive Director

**East Olympia Fire District #6, WA**

Fire Chief

**Eastside Baby Corner (WA)**

Executive Director

**eCityGov Alliance (WA)**

Executive Director

**City of Edgewood, WA**

City Manager (2)  
Public Works Director  
Engineer  
Senior Planner

**City of Enumclaw, WA**

Finance Director  
Fire Chief

**City of Ephrata, WA**

Police Chief

**City of Federal Way, WA**

Finance Director  
Community Development Director

**City of Ferndale, WA**

Police Chief  
Public Works Director

**City of Fife, WA**

City Clerk  
Community Development Director  
City Manager

**City of Fircrest, WA**

City Manager  
Finance Director

**City of Gillette, WY**

Public Works Director  
Community Development Director  
City Administrator

**Grays Harbor Transit (WA)**

General Manager

**City of Great Falls, MT**

City Attorney

**City of Green River, WY**

Community Development Director

**Gunnison County, CO**

County Manager  
Community Development Director  
Airport Manager  
Human Resources Director  
Health & Human Services Director

**City of Hailey, ID**

City Administrator

**City of Hermiston, OR**

City Manager

**City of Hood River, OR**

City Manager

**Intercity Transit, WA**

General Manager

**Issaquah Food & Clothing Bank, WA**

Executive Director

**City of Issaquah, WA**

Police Chief  
City Administrator  
Deputy City Administrator (2)  
Deputy Finance Director

**JEFFCOM 9-1-1, WA**

Director

**Jefferson County, WA**

County Administrator

**City of Kalama, WA**

Police Chief

**City of Kelso, WA**

Public Works Director  
Community Development Dir.  
City Manager

**City of Kemmerer, WY**

Public Works Director

**City of Kenmore, WA**

City Manager (2)  
Finance Director  
City Engineer (2)  
Community Development Director

**City of Kennewick, WA**

Planning Director

**City of Kent, WA**

Professional Land Surveyor  
Finance Director  
Information Tech. Director

**City of Ketchum, ID**

City Administrator

**Ketchum Community Development Corporation, ID**

Executive Director

**King County Housing Authority, WA**

Finance Director

**King County Sheriff's Office, WA**

Chief Financial Officer

**City of Kirkland, WA**

Water Division Manager  
Public Works Director  
Director of Fire & Building Services

**Kootenai County Fire & Rescue, ID**

Fire Chief

**City of La Center, WA**

Police Chief

**City of Lacey, WA**

City Manager

**Lacey Fire District 3, WA**

Fire Chief

**City of Lake Forest Park, WA**  
City Administrator (3)

**City of Lake Oswego, OR**  
City Manager  
Water Treatment Plant Manager

**Lake Stevens Fire (WA)**  
Fire Chief

**City of Lakewood, WA**  
City Manager  
Assistant City Manager

**Lane County, OR**  
County Administrator

**City of Leavenworth, WA**  
City Administrator (2)  
Public Works Director  
Finance Director/City Clerk

**City of Lebanon, OR**  
City Manager

**Lewis County, WA**  
Public Works Director/  
County Engineer  
Director of Public Health &  
Social Services  
Community Development Director

**City of Lewiston, ID**  
City Manager

**Lincoln City, OR**  
Finance Director  
City Manager

**City of Littleton, CO**  
Finance Director

**City of Long Beach, WA**  
Community Development Director

**City of Longview, WA**  
City Manager

**Los Alamos County, NM**  
County Administrator

**LOTT Clean Water Alliance, WA**  
Finance Manager

**City of Louisville, CO**  
City Manager

**City of Lynden, WA**  
Public Works Director (2)  
City Administrator

**City of Lynnwood, WA**  
Public Works Director  
Assistant Fire Chief

**Manchester Water District, WA**  
General Manager

**City of Marysville, WA**  
Police Chief  
Public Works Director  
Engineering Services Manager  
Streets/Surface Water Manager  
Community Development Director

**Mason County, WA**  
Public Works Director

**City of McMinnville, OR**  
City Manager

**City of Medford, OR**  
Planning Director

**Metro Parks Tacoma, WA**  
Director of Planning & Development

**City of Mill Creek, WA**  
City Manager

**City of Milwaukie, OR**  
City Manager

**City of Minot, ND**  
City Manager

**City of Moscow, ID**  
Asst. Community Development Dir.

**City of Mountlake Terrace, WA**  
City Manager  
Police Chief

**City of Mukilteo, WA**  
City Administrator  
Finance Director  
Management Services Director

**Multnomah County, OR**  
Human Resources Manager (2)

**Municipal Research & Services  
Center of Washington - MRSC**  
Executive Director

**MuniFinancial, WA**  
Senior Financial Analyst  
Financial Analyst 1

**City of Newcastle, WA**  
City Manager  
Public Works Director (2)

**City of Normandy Park, WA**  
Deputy City Manager/Finance Dir.  
Planning Director  
City Manager

**North Beach Public  
Development Authority, WA**  
General Manager

**City of Oak Harbor, WA**  
City Attorney

**City of Olympia, WA**  
Public Works Finance Manager

**City of Ontario, OR**  
City Manager (2)

**City of Othello, WA**  
City Administrator  
Police Chief  
Community Development Director

**City of Pasco, WA**  
City Manager  
Finance Director

**Pend Oreille County, WA**  
Public Works Director

**City of Polson, MT**  
City Manager

**City of Port Angeles, WA**  
Police Chief  
City Manager  
Finance Director  
Public Works Director

**City of Port Townsend, WA**  
Development Services Director  
Finance Director

**City of Post Falls, ID**  
City Administrator  
Community Development Director

**City of Poulsbo, WA**  
Chief of Police (2)

**City of Prosser, WA**  
City Administrator (2)  
Finance Director (2)  
City Clerk

**City of Puyallup, WA**  
Assistant City Manager  
Human Resources Director  
City Manager (2)

**City of Red Lodge, MT**  
Police Chief  
Community Development Director

**City of Richland, WA**  
Transportation Engineer  
Public Works Director  
Parks Superintendent

**Richmond (VA) Redevelopment & Housing Authority - RRHA**  
Sr. VP - Property Management & Assisted Housing

**City of Ridgefield, WA**  
City Manager

**City of Riverton, WY**  
City Administrator

**City of Salem, OR**  
Human Resources Director

**City of Sammamish, WA**  
Transportation Program Engineer  
Senior Project Engineers (3)  
Project Engineer  
Parks Project Manager

**San Juan County, WA**  
Public Works Director  
County Manager

**City of Sandy, OR**  
Police Chief

**City of Scappoose, OR**  
City Manager

**City of Seattle, WA**  
Fire Chief

**Port of Seattle, WA**  
Fire Chief

**City of Sequim, WA**  
Public Works Director  
Human Resources Director

**City of Shelton, WA**  
City Administrator  
Community Development Director  
Management Assistant  
Public Works Director (2)  
Police Chief

**City of Shoreline, WA**  
Deputy City Manager  
City Engineer (2)  
Planning Director  
Public Works Director  
City Manager  
City Attorney  
Parks, Rec. & Cultural Svcs. Dir.

**City & Borough of Sitka, AK**  
Deputy Finance Director

**Skagit County, WA**  
Public Works Director  
Assistant County Engineer  
Youth & Family Services Admin.

**City of Snohomish, WA**  
City Engineer  
Public Works Utilities Manager  
Finance Director

**Snohomish County, WA**  
Executive Director  
Human Services Director

**Paine Field - Snohomish County Airport (WA)**  
Airport Director

**Snohomish County Emergency Radio System, WA**  
Radio System Manager (2)

**Snohomish Health District, WA**  
Deputy Director

**SNOPAC 9-1-1, WA**  
Executive Director

**City of Snoqualmie, WA**  
Fire Chief  
Community Development Director

**Southwest Clean Air Agency, WA**  
Executive Director

**Southwest Washington Regional Transportation Council**  
Executive Director

**City of Spokane Valley, WA**  
City Manager  
Deputy City Manager (2)  
Finance Director (2)  
Public Works Director (2)  
Community Development Dir. (2)  
Building Official (2)  
Parks & Recreation Director (2)  
City Clerk  
Assistant City Clerk  
City Attorney (2)

**Spokane Valley Fire Department, WA**  
Fire Chief

**City of Stanwood, WA**  
Finance Director (2)  
City Administrator

**City of Stevenson, WA**  
City Administrator

**City of Sultan, WA**  
City Administrator (2)

**Summit County, UT**  
County Manager

**City of Sun Valley, ID**  
City Administrator

**City of Sunnyside, WA**  
Finance/Admin. Svcs. Director  
City Manager

**City of Tacoma, WA**  
Public Works Director  
Finance Director  
Labor Negotiator

**City of Thorne Bay, AK**  
City Administrator

**Thurston County, WA**  
Human Resources Director  
Assistant CAO

**Tulalip Tribes, WA**  
Police Chief

**Twin Transit, WA**  
General Manager

**City of Vancouver, WA**  
Budget & Planning Manager  
Human Resources Director  
Parks & Recreation Director  
City Attorney

**Vashon Island Fire & Rescue, WA**  
Fire Chief  
Assistant Fire Chief

**City of Waldport, OR**  
City Manager

**City of Walla Walla, WA**  
City Manager  
Public Works Director  
Finance Manager

**City of Warrenton, OR**  
Public Works Director

**Washington Association of County Officials**  
Executive Director

**Washington School Information Processing Cooperative (WSIPC)**  
Executive Director

**Whatcom Transportation Authority, WA**  
General Manager  
Finance Director



THE TOWN OF  
**WEST YELLOWSTONE**  
GALLATIN COUNTY - MONTANA

**City of Whitefish, MT**  
City Manager

**City of White Salmon, WA**  
City Administrator/  
Public Works Director  
Public Works Operations Manager

**City of Wood Village, OR**  
City Administrator

**City of Woodburn, OR**  
City Administrator  
Community Development Director  
Human Resources Director  
Finance Director

**City of Woodinville, WA**  
City Manager  
Development Services Director

**City of Woodland, WA**  
Fire Chief

**City & Borough of Wrangell,  
AK**  
Borough Manager

**Town of Yarrow Point, WA**  
Town Clerk

**EXAMPLE OF POSITION PROFILE**



## City of Red Lodge Montana

# POLICE CHIEF

**\$60,100 - \$79,500**

*Plus Excellent Benefits*

**Apply by**

**April 13, 2014**

*(First Review, open until filled)*

**PROTHMAN**



## WHY APPLY?



Nestled against Montana's highest mountain peaks, the City of Red Lodge is a place of extraordinary beauty with real smiles, genuine warmth and welcoming hospitality

at every turn. Located just 60 miles southwest from Billings and less than an hour from Cody, Wyoming, Red Lodge is the gateway to Yellowstone National Park via the scenic Beartooth Highway, considered by many to be the most beautiful drive in America.

This quaint, historic mountain town is a destination for endless outdoor adventures. The gorgeous scenery beckons residents and visitors to enjoy the outdoors through biking, hiking, alpine and cross country skiing, kayaking, golfing, fly fishing, horseback riding, wildlife watching, and more.

If you want to make a difference in a unique community that offers an outstanding quality of life, and would like to lead a dedicated staff in an organization that places a high value on providing outstanding service, this is the position for you!



## THE COMMUNITY

Incorporated in 1884, Red Lodge is known for its small town charm, colorful history, laid-back character, and breathtaking beauty. It is the county seat of Carbon County with a population of approximately 2,100. At 5,500 feet elevation, the weather is rarely hot. The summers are enjoyable with typical temperatures between 50-85 degrees. Although a summer snow is rare, even summer nights can get below freezing point at times.

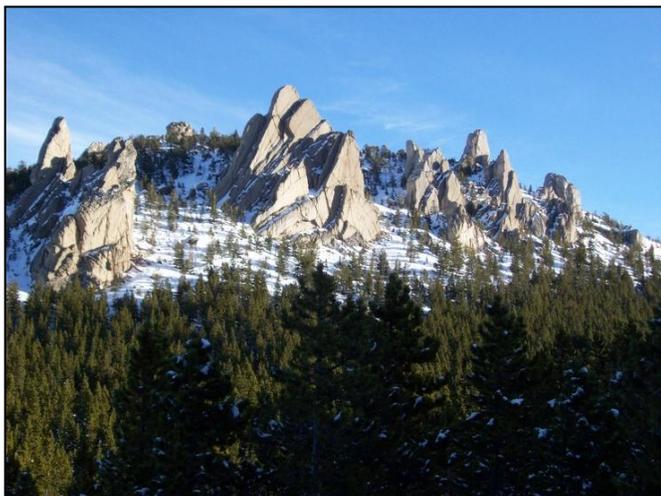


Long before permanent settlers, the valley served Crow Indians each summer as a place to worship, rest, and hunt. When the Rocky Fork Coal Company opened the area's first mine in 1887, hundreds of immigrants—Finns, Scots, Irish, Italians, and Slavs—arrived. During this time, Red Lodge was a lively population. Colorful characters that passed through include Buffalo Bill Cody and Calamity Jane, as well as the Sundance Kid, who attempted to rob the Red Lodge Bank across from the redbrick Pollard Hotel, which is still in operation.

Today, tourism is Red Lodge's main source of revenue due to its outdoor attractions and close proximity to Yellowstone, the fourth most visited national park that attracts over 3.4 million visitors each year. While the downtown district still resembles a quintessential old Western town with old time saloons, the addition of coffee shops, art galleries, and organic restaurants serving local food is evidence of a thriving business community. In fact, Red Lodge has the most restaurants and bars per capita in Montana. The local businesses pride themselves on being family-owned and community-oriented.

Recently voted as one of the "Top Ten Emerging Ski Towns" by National Geographic, Red Lodge Mountain Ski Resort offers alpine skiing and snowboarding with no lift lines, un-crowded runs, reasonable prices, and spectacular views. In summer months, Red Lodge Golf Course, a stunning 18-hole championship course, attracts golfers from all skill levels. The annual Peaks to Prairie Adventure Race draws people from all over to this unique Montana triathlon challenge that spans from the heights of the Beartooth Mountains to the open majesty of the Yellowstone River.

Residents take pride in their community and are proud of their first class medical facilities, including a new hospital, and outstanding Ambulance and Fire Departments. Red Lodge Schools serve about 200 students with one elementary, one middle, and one newly constructed high school. Higher education opportunities are available in nearby Billings, including Montana State University and Rocky Mountain College.



## THE DEPARTMENT & POSITION

The Police Department has an annual budget of nearly \$750,000 with 7 FTEs including the Chief. In addition, 20 part-time officers are contracted for special events in town.

The Chief of Police is responsible for the direct administration of the Police Department involving administrative, supervisory and security duties in enforcing a variety of federal, state and local laws and regulations. This position is responsible for planning, organizing, administering and evaluating all work performed within the Police Department in the manners prescribed by union contracts and established city policy. The position is self-directed with occasional direction from the Mayor.

### Duties of the Police Chief include:

- Handles complaints, accidents, investigations, interviews, and interrogations. Oversees the regulations of traffic; directs animal control; directs the detection, apprehension, and arrest of law violators.
- Prepares, presents, and monitors the departmental budget; executes fiscal policies; makes policy recommendations to the Mayor

concerning departmental activities and services.

- Researches and prepares new and revised ordinances pertaining to traffic and safety; protects and maintains police records and files; plans, develops, and implements records and report systems.
- Oversees police payroll; creates and implements new policies and procedures for police programs and personnel; prepares and reviews operational and administrative policies and reports; selects, assigns, promotes, and disciplines departmental personnel according to departmental policies, city ordinances and state statutes; responsible for the supervision, training and evaluation of subordinate officers; directs training for reserve officers and for disaster management.
- Accounts for the purchase, operation, and maintenance of departmental equipment and property and establishes department priorities and goals.
- Supervises all employees, including the Assistant Chief of Police, and fulltime and part-time police officers.
- Has extensive contact with the public to enforce laws, address concerns, provide information and make presentations. Interacts and works with other law enforcement agencies, businesses, schools, civic organizations and other city employees.
- Possesses working knowledge of all jobs performed within the Police Department and performs any duty of a subordinate as required at any time of day, week or year.
- Possesses strong written and oral communication skills under emotionally stressful situations.
- Has knowledge of the United States Constitution, the Montana State Constitution, applicable federal, state and local laws and ordinances. Stays current on major case law and understands prosecutorial and court procedures.
- Has understanding of all aspects of the latest police procedures and techniques. Must understand the budget process, city government methods, training needs, and human relations.
- Performs work outdoors in severe weather and is subject to extreme hot and cold temperatures. Works in dangerous and potentially life threatening situations. Responds to emergencies within a reasonable amount of time and is able to work weekends and holidays.

**Strategic Planning.** The Police Chief will work collaboratively with the Mayor, Council, employees, and the public to develop a multi-year strategic plan for the Department.

**Training.** The Police Chief will have a solid understanding of the need for ongoing training and will provide direction and guidance in developing an ongoing training program for employees assigned to the police department.

**Community Outreach.** Community residents want greater interaction with the various members of the department. Suggestions such as development of a Volunteer in Policing Program, Citizens Academy, Police Reserve Program, and a Cadet Program are just examples of various outreach programs that have been discussed. Other suggestions include having officers visit businesses more and increase their visibility in the downtown corridor through occasional walking patrols. Ride Along Patrols, a School Resource Officer Program, participation in National Night Out Program, are other examples of community outreach programs. There is also a need to bring innovative ideas to address animal control issues within the community.

**Department Assessment.** The Chief will have an opportunity to evaluate and determine what is needed to advance the department to the next level. This may include internal or external assessment of department management, policing practices and procedures, development of a strong “chain of command,” and staffing issues. Additionally, the Police Chief will have an opportunity to develop a process by which citizens can evaluate and provide feedback on police department contacts. The Chief should possess some knowledge of web page development as a method of distributing police department information, such as crime trends, crime prevention, and perhaps access to an annual generated department report.

### **IDEAL CANDIDATE PROFILE**

The ideal Police Chief is a strong leader with vision to drive positive change by working with others. He or she will possess the skill set to establish a top-of-the-line Police Department that is highly respected in the community. The Police Chief is the face of policing and safety in the community and embraces and exemplifies a community oriented policing philosophy.

The community desires a Chief that will be highly visible, involved in community organizations. The ideal candidate reaches out to various groups (i.e. business owners, schools, senior citizen groups, youth) and demonstrates the need and expectation of this approach to all members of the police department.

The ideal candidate possesses strong management skills, having served in increasingly responsible law enforcement positions, with at least five years of senior command experience. The candidate should have a solid working knowledge of grant development/management, budgeting, training, and employee evaluation. The candidate should have a thorough understanding of labor groups and the management of bargaining agreements, with knowledge of disciplinary practices and procedures. The next Chief will be expected to attend Council Meetings and develop and present reports as required. The candidate should have a solid understanding of the importance of adhering to policy and procedure, and the ability to instill a high level of accountability within the Department, including personal conduct and adherence to professional disciplinary standards.

In addition to having impeccable ethical and behavior standards, the ideal candidate will have exceptional communication skills and be able to provide vision and leadership for the Department. He or she must possess mentorship skills that will assist members of the Department in furthering their goals to achieve leadership positions. The next Chief should lead by example, demonstrating and instilling in the Department a fair approach to enforcement of the law, including a balance between “letter of the law” and “spirit of the law” policing. An outgoing personality, ability to connect with people, good listening skills, and the ability to develop strong working liaisons with other public organizations, law enforcement/criminal justice agencies, and the media is imperative.

The ideal candidate will have a good understanding of technologically advanced policing methods, and will possess skills in discerning what is needed in the department in order to provide and follow safe and effective policing practices. This position requires that the Chief of Police normally be in uniform and have recent operational policing skills, and be ready to occasionally handle calls, as well as perform routine patrol duties as required.

The community is known as a “destination” with a local ski resort, golf course, and numerous outdoor activities. The city has a number of brief but large-scale events that will often bring up to 10,000 visitors for a few days. This includes a well-attended rodeo, a large and well-attended motorcycle rally with various represented motorcycle clubs, and a winter carnival. The ideal candidate will have the ability to provide coordination of policing services for these large-scale events, utilizing policing assistance from various allied agencies.

### EXPERIENCE & EDUCATION

A high school diploma is required with ten years experience in law enforcement and five years of supervisory experience. A Bachelor of Science in Criminal Justice or a related degree, as well as senior management experience in a police department is preferable. Completion of Montana Law Enforcement Academy or the equivalent. An intermediate certificate from Montana Police Officer Standards of Training (POST) or equivalent.

Must have or obtain a valid Montana Drivers License. Experience in budgetary process.

The candidate will also be required to pass an extensive background investigation, as well as a thorough physical examination and psychological evaluation and screening process.

### COMPENSATION & BENEFITS

- **\$60,100 - \$79,500 DOQ**
- Medical
- Municipal Police Officers Retirement System (MPORS)
- 15 Vacation Days with accrual based on length of employment
- 12 Sick Days per year
- 10 or 11 Holidays per year
- A 3 year contract with a 1 year probationary period is required

[www.cityofredlodge.com](http://www.cityofredlodge.com)

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The City of Red Lodge is an equal opportunity employer. All qualified candidates are strongly encouraged to apply by **April 13, 2014** (first review, open until filled). Applications, responses to the supplemental questions, resumes and cover letters will only be accepted electronically. To apply online, go to [www.prothman.com](http://www.prothman.com) and click on "submit your application" and follow the directions provided. Resumes, cover letters and responses to supplemental questions can be uploaded once you have logged in.



[www.prothman.com](http://www.prothman.com)

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