

**AGREEMENT**

**BETWEEN**

**THE HUNTLEY PROJECT IRRIGATION DISTRICT**

**AND**

**THE MONTANA PUBLIC EMPLOYEES ASSOCIATION**

**January 1, 2018 through December 31, 2018**

## ARTICLE I

### PREAMBLE

This Agreement, executed and effective this 20 day of December, 2017 is between the Huntley Project Irrigation District (hereinafter referred to as "Irrigation District"), and the Montana Public Employees Association (hereinafter referred to as "Association".)

Now, THEREFORE, the Irrigation District and the Association in consideration of the mutual promises and covenants contained herein agree as follows:

## ARTICLE II

### SCOPE OF AGREEMENT

#### A. Employees Covered

The Irrigation District recognizes the Association as the exclusive representative for all employees in the bargaining unit of the Huntley Project Irrigation District. This agreement shall cover all full time employees, seasonal employees, probationary employees, and part time employees, including ditch riders, operators, laborers, and mechanics, excluding supervisory, managerial, and confidential employees.

1. All full time employees shall be anyone who is employed by the Irrigation District to work 40 hours per week for 52 weeks per year, including vacation, holiday and sick leave time.
2. A seasonal employee shall be an employee assigned to a position designated as seasonal by the Irrigation District for which the Irrigation District has a permanent need but which is interpreted by the seasonal nature of the assignment.
3. A temporary employee is an employee assigned to a position designated as temporary by the Irrigation District, created for a definite period of time not to exceed 9 months.
4. A probationary employee shall be all newly hired employees who have not concluded their probationary period. The probationary period shall be a one year period or one full irrigation season, whichever is longer. Probationary employees may be dismissed at any time within said one year period for any reason without protest by the employees or Association.
5. A part time employee shall be anyone employed by the Irrigation District on an as needed basis and who works less than 2080 hours per year.

#### B. Classification

The job classification and duties of all employees of the Irrigation District shall be determined by the Irrigation District and can be changed by the District.

The Irrigation District presently has the following job classifications:

- (1) Manager
- (2) Assistant Manager
- (3) Bookkeeper/Secretary
- (4) Ditch Riders;
- (5) Operators

The present description and duties of a "Ditch Rider" and an "operator" are set forth in Exhibit A. It should be noted that any of these classifications can be filled by seasonal, part time, or temporary employees.

### **C. Seasonal Employee(s)**

Irrigation District will provide seasonal employee(s) with the same benefits as fulltime regular employees. Seasonal employee(s) will work from approximately March 1 to October 31 of each year and will be recognized as job attached as Federal and State labor laws and benefits regulations dictate the minimum numbers of hours and gross pay an employee must have in order to be eligible for some benefits.

1. Irrigation District will continue to pay the company portion of the seasonal employee' insurance premium during months the employee is not physically working, i.e. during his/her layoff, up to a maximum of four (4) months.
2. Upon the seasonal employee(s) completion of two (2) years of service (start of third season), the Irrigation District will enroll the seasonal employee in the retirement plan at that current year's contract amount.
3. Company retirement contributions will be made only during the months the seasonal employee is physically working.
4. Seasonal employee(s) that do not intend to return to work after lay-off will provide the Irrigation District with a sixty (60) day written notice of intent not to return. A lack of a written sixty (60) days notice may cause the employee to be liable for reimbursement of benefit expenses.

## **ARTICLE III**

### **MANAGEMENT RIGHTS CLAUSE**

The Association recognizes that the Irrigation District has the responsibility and authority to manage and direct all of the operations and activities of the Irrigation District to the full extent authorized by law (Section 39-31-303 MCA.) The Association further agrees that all management rights, functions, and prerogatives, not expressly surrendered or delegated in this agreement are reserved to the Irrigation District.

## **ARTICLE IV**

### **SUBCONTRACTING AND TRANSFER OF WORK**

The Irrigation District shall have the right to eliminate employee responsibilities and job classifications. The Irrigation District shall have the right to subcontract any or all of its work to any third party. The District shall

negotiate with the Association prior to subcontracting work, if such subcontracting would permanently replace full time and seasonal employees. The Irrigation District does not have to negotiate regarding subcontracting if the Irrigation District determines such work is an emergency.

## **ARTICLE V**

### **ASSOCIATION SECURITY**

#### **A. Right to Organize**

The District hereby agrees that all employees shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection in accordance with Title 39 Chapter 31 MCA. The Irrigation District further agrees that it will not discriminate against any employee for exercising any rights granted by the Public Employees Bargaining Act or this agreement.

#### **B. Deduction of Dues from Employee's Pay**

Upon written authorization of any employee who is a member of the Association, the employee shall deduct from the pay of the employee the monthly amount of dues as certified by the Association Secretary and shall deliver to the Association Treasurer PO Box 5600, Helena, MT 59604. This deduction by the Irrigation District shall only apply when the employee is a member of the Association and is currently employed and being paid by the Irrigation District.

#### **C. Association Security**

Within thirty (30) days of the ratification of this agreement, all employees of the unit shall pay dues to the Association or an amount equal to the dues as a contribution for the maintenance of this agreement.

#### **D. New Hire Notice**

The Irrigation District shall notify the Association of new hires. Such notice shall include the job title and status of each person hired.

#### **E. Discrimination**

No employee shall be discharged or discriminated against for any lawful Association activity. The parties will fully comply with applicable laws and regulations concerning discrimination and shall not discriminate against any applicant for employment, applicant for Association membership, or any employee because of his/her race, religion, color, national origin, sex, or age, within the limits stated in applicable statutes or regulations.

#### **F. Open Shop**

The Irrigation District shall have the exclusive right to hire, transfer, or lay-off employees. The Irrigation District shall have the right to interview and hire employees who may or may not be members of the Association when hired.

## ARTICLE VI

### HOURS AND OVERTIME

#### A. Hours

The Irrigation District shall have the exclusive right to determine when hours are worked and the right to determine the amount of hours that are worked by all employees. For administration record keeping, the work week shall be the period beginning at 12:01 am on Sunday and ending at 12 midnight the following Saturday.

#### B. Work Day and Week

1. The normal workweek begins at seven o'clock (7:00) am every Monday except holidays.
2. The normal workday begins at seven o'clock (7:00) am of each workday unless otherwise notified by the Irrigation District.
3. The first week of the pay period, a normal workday shall be exclusive of meal periods and be nine (9) hours of work Monday-Thursday with the Friday after payday being a day off. The second week of the pay period, a normal workday shall be exclusive of meal periods and be nine (9) hours of work Monday-Thursday and eight (8) hours on Friday. All employees shall be ready to commence the day's work assignment at the established time. Employees shall be required to work additional hours, or work at other times depending upon the need for the employee as determine by the Irrigation District.
4. In work areas where a regular workweek is not feasible, employees may be assigned to an alternative workweek by mutual agreement.
5. During season, Ditch Riders will work a minimum of 8 hours per day Monday-Friday, 6 to 8 hours on Saturday and 2 to 4 hours on Sunday. If ditch rider work demand is low, Ditch Riders will work in the yard/shop or assisting operators as directed by the Manager as needed. This supersedes the Ditch Rider job description language in Exhibit A.

#### C. Overtime

1. On occasions employees may be required, with little or no notice, to work extra hours and/or days. Steps shall be taken to notify employees of such needs in advance.
2. Employees covered by this agreement shall receive overtime pay for hours in excess of 40 hours per week. Montana law specifically exempts Irrigation Districts from paying time and on-half for extra hours worked. Employees of the Irrigation District shall be compensated for overtime hours worked at their regular rate of pay.

#### **D. Compensatory Time**

Upon mutual agreement between the employee and the employer, an employee may be allowed to accrue and use compensatory time in lieu of cash overtime compensation. Compensatory time may not accrue beyond 40 hours, and must be used by the following March 31 after the calendar year earned.

Compensatory time shall accrue at the rate of one hour for each hour of overtime worked. An employee must have the appropriate supervisor's prior approval to use compensatory time. Compensatory time shall be used prior to other leave time.

#### **E. Breaks**

Lunch break will be one half (1/2) hour from 12:00 pm to 12:30 pm. Set break times will be fifteen (15) minutes, 10:00 am to 10:15 am and 3:00 pm to 3:15 pm.

### **ARTICLE VII**

#### **RULES AND REGULATIONS**

District Operational Rules. The Irrigation District has, and may adopt from time to time, certain rules relating to the Irrigation District's operation. The current operational rules are set forth in Exhibit B. Such rules shall be made available to all employees and shall be available in the Irrigation District's office. Such rules may be changed by the Irrigation District. All employees hereunder are required to be knowledgeable of and administer and comply with the Irrigation District's operational rules.

### **ARTICLE VIII**

#### **DRUG, ALCOHOL, AND FIREARMS POLICY**

##### **A. Policy**

The Irrigation District prohibits the use, consumption, possession, distribution, and sale of alcohol, illegal drugs and controlled substances, and firearms on Irrigation District premises and facilities. This policy and its enforcement shall apply not only to Irrigation District employees, but also to contractors and vendors.

##### **B. Definitions**

"Irrigation District premises" shall include, but not be limited to all land whether occupied or vacant, buildings, structures, installations, right-of-ways, trucks and all other vehicles, construction equipment, whether owned, leased, or rented in the possession of or under the control of the Irrigation District. Irrigation District premises shall also include all other locations which fall into none of the above listed categories, but where employees and/or contractors are performing work for the Irrigation District.

"Alcohol" – any beer, wine, distilling spirits or other beverage containing ethyl alcohol.

"Drugs" – the term includes:

1. Illicit substances as described in the Montana Code Annotated, which are taken without being prescribed by a physician.

2. Substances which can be prescribed for medicinal purposes under Montana law as described in the Montana Code Annotated, but which are taken without first being prescribed.

“Reasonable Cause” – a judgment made by a supervisor or manager based on observation on the job of an employee’s behavior, job performance, or the presence of physical evidence which provides reason to believe that the employee may be under the influence of drugs or alcohol and the employee’s faculties appear to be impaired.

“Screening” – the process of acquiring a sample for the purpose of testing for the presence of drugs or alcohol that will meet the testing procedures set forth in the proposed Scientific and Technical Guidelines for Federal Drug Testing Program issued by the US Department of Health and Human Services as published in the Federal Register Vol. 52, No. 157, p 30638, August 14, 1987.

### **C. Prohibition**

The use, consumption, possession, distribution or sale of illegal drugs and controlled substances and/or alcohol while on Irrigation District premises is absolutely prohibited. The possession, distribution, and use of unauthorized firearms and explosives is also prohibited, unless with permit issued by the Irrigation District. This prohibition has been adopted in the interest of safety and of maintaining a healthy and productive work environment.

### **D. Enforcement**

Employees may also be required to submit for testing for drug or alcohol consumption, which testing shall be done in compliance with state and federal law.

Any employee found in violation of this policy shall be subject to disciplinary action, including termination. Furthermore, those employees who are in violation of local, state, and federal law may be reported by the Irrigation District to the appropriate law enforcement agencies.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

#### **A. Discipline and Termination**

The Irrigation District shall have the right to discipline, suspend, and discharge employees in the event of employee dishonesty, drunkenness, taking or using drugs on duty, recklessness which could or did result in serious accidents while on duty, participating in unauthorized strikes against the employer, gross insubordination, and direct violation of the policies, orders, or rules of the Irrigation District and its supervisors or for any other good cause reason. The Irrigation District shall have the right to terminate a probationary employee at any time for any reason.

The District will enforce the need for ditch riders and operators to obtain a Type 1 CDL. The discipline will be a 4 step process: verbal, documented, documented with the possibility of suspension, and termination for failing to successful obtain a commercial driver’s license. The District will allow a medical exemption for employees unable to pass the CDL physical.

## **B. No Strike or Job Actions**

No strikes or job actions are authorized should differences arise between the Irrigation District and any of its employees covered hereunder. Should any questions arise concerning the interpretation or application of any of the terms of this agreement, there shall be no slow down, interruption, or impeding of work, work stoppages, strikes, on account of such differences, but rather such differences shall be resolved in accordance with the following grievance procedure.

## **C. Grievance Procedure**

**Step 1.** An aggrieved employee hereunder shall first discuss his differences or grievance directly with his immediate Irrigation District supervisor within seven (7) working days of the occurrence or event which gave rise to the grievance. The employee shall specifically identify in writing the factual and legal basis for the grievance. The supervisor shall normally give a written reply to the employee within five (5) working days unless there are mitigating circumstances.

**Step 2.** If employee differences or grievances are not settled under Step One, the employee shall, within seven (7) working days after receiving an answer pursuant to Step One, specifically state his differences or grievance in writing. A meeting will be held with the supervisor, a representative of the Association, and the employee in an effort to resolve the grievance after receipt of the employee's written grievance. The supervisor shall issue a written answer to the written grievance to the employee and Association representative within seven (7) working days of the meeting, unless there are mitigating circumstances.

**Step 3.** In the event the grievance is not resolved pursuant to Step Two, the employee shall appeal the grievance in writing to the Irrigation District Board of Directors within seven (7) days of receipt of the answer pursuant to Step Two. The Board of Directors of the Irrigation District shall give the employee and Association representatives an opportunity to meet with the Board to discuss the grievance. The Board of Directors shall issue a written decision to the employee within seven (7) days after an opportunity for such meeting.

**Step 4.** If an employee's grievance or claim is not resolved pursuant to Steps One through Three above, either party may elect to submit the grievance to arbitration provided a notice of appeal is filed with the Association or with the Irrigation District's Board of Directors within twenty (20) days of the receipt of the decision pursuant to Step Three. In the event that the aforementioned steps do not result in resolution of the grievance and either party elects to pursue arbitration, the parties shall select an impartial arbitrator who shall be agreeable to the Irrigation District and to the Association. In the event the parties to the dispute are unable to agree upon the selection of an arbitrator, the American Association shall be requested to provide a list of five names. Each party to the dispute shall alternately strike names with the party bringing the grievance striking the first name, until one remains and that person shall be designated the arbitrator. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not have the power to detract from, modify, or amend this agreement in any way. Each party shall bear the fees and expenses of the presentation of its own case. The fees and expenses of the arbitrator shall be shared equally between the parties. In the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay the cost of such transcript.



Pending the resolution or decision of differences or grievances as provided in this Article, there shall be no strike, lock out, slow down or other interference with the work of the Irrigation District, its members, or other persons. The employees shall not miss work because of strikes and picket lines.

Time limits herein can be extended for good cause.

## ARTICLE X

### HOLIDAYS

The following is a list of paid holidays granted to all regular employees. Part time employees will be given the following days off without pay?

- New Years Day
- Martin Luther King Jr's Day, 3<sup>rd</sup> Monday in January
- President's Day, 3<sup>rd</sup> Monday in February
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day, 2<sup>nd</sup> Monday in October
- Veteran's Day to be taken the Friday following Thanksgiving
- Thanksgiving Day
- Christmas Day
- State General Election Day

If the holiday falls on a Saturday, the Friday preceding will be considered the official holiday. If the holiday falls on a Sunday, the Monday following will be considered the official holiday. If an employee is required to work a holiday, such employee may be given a day off, immediately at the end of the irrigation season or other time that is convenient to the Irrigation District as compensation for working such holiday. An employee shall receive a regular rate of pay for working on holidays.

## ARTICLE XI

### ANNUAL LEAVE

#### A. Annual Vacation Leave

Employees of the Irrigation District are entitled to annual leave benefits as set forth for public employees in Section 2-18-611 MCA. Annual leave will be granted at the convenience of the District. Vacations of three (3) days or more must be scheduled at least ten (10) days prior to the first leave date requested. Exceptions will be made on an individual basis depending upon circumstances.

No employee with less than six (6) months time in service shall be eligible to take annual leave. However, time will accumulate to new employees during this orientation period. Following is a schedule of annual leave earnings in terms of days earned per month as determined by years of service.

Six (6) months to ten (10) years

1-1/4 days/mo

Ten (10) years to fifteen (15) years	1-1/2 days/mo
Fifteen (15) to twenty (20) years	1-3/4 days/mo
Twenty years to separation	2 days/mo

No employee may accumulate and maintain 'on the books' more than two (2) years annual leave earnings. If annual leave in excess of the maximum allowed is accumulated, the excess earnings must be taken within three (3) months of the end of the year in which it was accumulated. The one exception to this would be denial of a leave request, because of extenuating circumstances. In this case the employee would be given an extension of time or arrangements made to pay the employee for the leave time earned.

Upon separation from the Irrigation District all accumulated annual leave will be paid to the employee based on their rate of pay at the time of separation.

### **B. Additional Days Off**

Each employee shall be granted an additional one day off per calendar year. This one day off is to commemorate the employee's birthday. This one day off is not cumulative and must be used during the calendar year.

## **ARTICLE XII**

### **SICK AND OTHER LEAVE**

#### **A. Sick Leave**

Permanent full time employees of the Irrigation District are entitled to sick leave benefits as provided in Section 2-18-618 MCA. Sick leave will be earned at the rate of one (1) day per month for each month that is worked as a regular employee. No sick leave can be taken until the completion of the three full months of employment.

The employee's immediate supervisor and/or the office personnel must be notified as soon as possible that there is a need for sick leave to be used. In every case, this notice is required before the start of any workday during which an employee will be gone.

If sick leave use is extended for three (3) or more consecutive days a 'release to return to work' signed by the employee's physician must be turned into the office upon the employee's return and before the start of that work day.

Abuse of sick leave can result in the loss of an employee's job. Such leave is to be used only when an employee, or their immediate family, is sick, or needs to see a doctor. Immediate family includes only a spouse or father or mother or children of an employee. The Irrigation District may require proof that an employee or his immediate family was in fact sick.

#### **B. Maternity Leave**

Employees of the District shall be entitled to maternity leave as provided in Section 49-2-310 and 311 MCA.

### **C. Jury Duty**

Each full time employee of the District shall be subject to jury duty provisions in Section 2-18-619 MCA.

### **D. Military Duty**

Each employee of the District shall be subject to the military duty provisions of Section 2-18-613 MCA.

## **ARTICLE XIII**

### **LEAVE WITHOUT PAY**

Leave without pay may be granted to an employee when in the opinion of the Irrigation District's Manager such leave will not materially affect the operation and maintenance of the Irrigation District. Leave without pay must be requested in writing at least fifteen (15) work days prior to the date of the requested leave.

Leave without pay will not be granted to any period that exceeds one (1) month in duration without Board approval.

No annual or sick leave can be earned during leave without pay.

## **ARTICLE XIV**

### **LAYOFFS**

The Irrigation District shall have the right to lay off employees as a result of elimination of employee responsibilities and job classifications, subcontracting, or any other business reason.

Layoffs shall be in the order of reverse seniority; that is the last hired shall be the first released. Before an employee can be laid off, he/she must receive written notice at least 30 calendar days before the layoff is to occur, except in case of a natural disaster or emergency. On recall, when a job vacancy occurs the most senior person on layoff shall be the first recalled. Recall notice shall be by certified return-receipt mail to the employee's last known address. Employees called back following a layoff shall have 15 calendar days to return to work or shall be considered as having forfeited recall rights.

## **ARTICLE XV**

### **BENEFITS**

#### **A. Wages**

On January 1, 2018 the following rates of pay shall apply to the following job qualifications:

Ditch Riders	\$16.25
Operators	\$16.25

The wage increase for 2018 is 25 cents per hour.

New employees will start at 70% of the above wages for the first six (6) months of employment. After six (6) months, they will be paid 80% of the above hourly rate. After one (1) year, they shall be paid 90% of the above hourly rate. After eighteen (18) months they shall receive the full hourly rate as stated above.

Those who have or obtain a Class B CDL will receive an additional 10 cents per hour for all hours worked upon obtaining the CDL licensure.

Those who have or obtain a Class A Type 1 CDL will receive an additional 25 cents per hour for all hours worked upon obtaining the CDL licensure.

The Class B CDL 10 cents and the Class A CDL 25 cents do not stack. That means an employee may receive only one of those rates as applicable.

## **B. Medical Insurance**

The Irrigation District shall pay \$325.00 per month toward the medical insurance premium of each full time and seasonal employee covered by this agreement provided such employee remains an employee of the Irrigation District. For those employees whose premium does not cost the full \$325.00 per month, or do not use the Irrigation District's insurance plan, their excess funds shall be made available to them to purchase qualified supplemental insurance or invest in a qualified individual retirement account. New employees shall be placed on the health insurance after they are employed for ninety days.

Funds made available to employees for qualified supplemental insurance or qualified individual retirement accounts will be paid each month. If the District fails to make sure payment on time, the District shall pay the affected employee a penalty of \$25 per day for each day it is late.

The Irrigation District agrees to open this agreement regarding medical insurance premiums only should the need arise due to change(s) in state or federal law regarding insurance coverage.

The District will continue to research and pursue medical insurance options for employees.

## **C. Retirement**

The Irrigation District shall contribute thirty (30) cents per hour to the employee retirement fund for each employee's hours worked, which shall not exceed a 40-hour workweek for retirement contribution purposes. Employees must be employed for one year before they are eligible for retirement.

## **D. Clothing Allowance**

Each calendar year (January 1 thru December 31<sup>st</sup>) each employee shall receive a \$250.00 clothing allowance subject to the following conditions:

1. The allowance will be paid on a receipt reimbursement basis for the purchase of clothing directly related to employment, such as clothing, boots, gloves, etc.
2. Purchases may be made via the District account at Shiptons or other account as approved in writing by the manager. The employee must obtain a purchase order and provide a detailed receipt.

3. If a purchase is to be made from any other source, such as from an online vendor, the purchase must be approved in advance by the manager. After approval is received, the item information and vendor must be given to the bookkeeper/secretary who will then make the purchase and have the item delivered to the HPID office for pickup by the employee.
4. Any unapproved or noncompliant purchases will be deducted from the employee's paycheck.

## ARTICLE XVI

### EMPLOYEE SAFETY

The Irrigation District shall develop a safety program for all employees. The Irrigation District's current safety program is set forth in Exhibit C. The Irrigation District may revise the safety program.

Employees shall be covered by worker's compensation insurance.

## ARTICLE XVII

### MISCELLANEOUS PROVISIONS

#### **A. Severability**

If any provision of this agreement or any application of the agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **B. Administration of Contract**

It is understood and agreed by the parties that any claim by an employee which constitutes an unfair practice allegation as defined by Section 39-31-401 MCA, of the Montana Public Employees Collective Bargaining law, as amended, that the employee's exclusive remedy shall be to file such charges with the Board of Personnel Appeals as provided by Title 39 Chapter 31 MCA of the Montana Public Employees Collective Bargaining law, as amended, since jurisdiction for the determination and enforcement of unfair practices is vested in the Board of Personnel Appeals by the Montana Public Employees Collective Bargaining law, as amended.

#### **C. Access**

The business agent or other authorized representative of the Association shall have the right to visit the Irrigation District's office and such other Irrigation District working places as the Association requests so long as the Association representative is accompanied by a management representative of the Irrigation District, as so long as such visits do not unduly curtail the Irrigation District's work or production. Association business shall be conducted on company time or premises.

ARTICLE XVIII

DURATION OF AGREEMENT AND TERMINATION CLAUSE

A. Validity of Agreement

The provisions of this agreement shall conform with federal and state law, but if any clause or clauses should be held invalid or if compliance with or enforcement of any article or section should be restrained pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby.

B. Effective Date

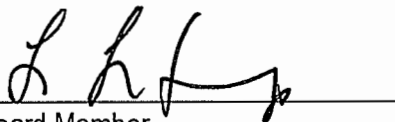
There are no agreements between the parties other than those set forth reserved in this agreement. This agreement shall be effective from January 1, 2018 and continue in effect for a period of one (1) year, provided the Irrigation District remains in business and employees members of the Association.

Negotiations for a successor agreement will open in April 2018 and to will be conducted prior to the finalization of the District budget process.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

FOR THE HUNTLEY PROJECT  
IRRIGATION DISTRICT

  
\_\_\_\_\_  
President of the Board

  
\_\_\_\_\_  
Board Member

FOR THE MONTANA PUBLIC  
EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
MPEA Executive Director

  
\_\_\_\_\_  
Unit President

  
\_\_\_\_\_  
MPEA Field Representative