

**COLLECTIVE BARGAINING AGREEMENT**

between

**CITY OF COLSTRIP, MONTANA**

**AND**

**MONTANA PUBLIC EMPLOYEES**

**ASSOCIATION/**

**MONTANA FEDERATION**

**OF PUBLIC EMPLOYEES**

**COLSTRIP CITY EMPLOYEES UNIT**

**July 1, 2018-June 30, 2022**

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## **AGREEMENT**

### **PREAMBLE**

This Agreement is made and entered into by and between the CITY OF COLSTRIP, MONTANA hereinafter referred to as the “CITY” or “EMPLOYER”, and the MONTANA PUBLIC EMPLOYEES ASSOCIATION/MONTANA FEDERATION OF PUBLIC EMPLOYEES, COLSTRIP CITY EMPLOYEES UNIT hereinafter referred to as the “ASSOCIATION”. It is the purpose of this agreement to set forth the terms and conditions to which each party is bound and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party. The rights of the Employer and the Association shall be respected and the provisions of the Agreement shall be observed through the orderly settlements of questions arising from it.

For the purpose of this Agreement, the term “collective bargaining” shall be defined as to include questions concerning wages, fringe benefits, and working conditions. The Employer and the Association furthermore agree to accept their mutual responsibility to ensure Equal Employment Opportunity in all aspects of employment as set forth in this Agreement.

### **ARTICLE I**

#### **Recognition**

The COLSTRIP CITY EMPLOYEES UNIT, hereinafter called the “Association”, is hereby recognized by the CITY OF COLSTRIP, MONTANA, hereinafter called the “City” or “Employer”, as the sole bargaining agent for all permanent full and part-time personnel in the positions of: custodian, solid waste operator, deputy city clerk, maintenance worker/utility operator, maintenance worker/utility senior operator, lead operator-wastewater/water, and planning/building official, as determined by the State Board of Personnel Appeals.

## ARTICLE II

### Management Rights

- A. The Association recognizes the prerogative of the Employer to operate its affairs in all respects in accordance with its responsibilities, and the powers or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer, and in such areas as, but not limited to, the following to-wit:
1. Directing employees;
  2. Hiring, promoting, transferring, assigning and retaining employees;
  3. Relieving employees from duties because of lack of work or under conditions where continuation of such work would be inefficient and non-productive;
  4. Maintaining the efficiency of government operations;
  5. Determining the methods, means, job classifications, organization, and personnel by which operations of the Employer are to be conducted;
  6. Taking whatever actions may be necessary to carry out the mission of the Employer in situations of emergency;
  7. Establishing the methods and means by which work is to be performed;
  8. Establishing reasonable or ordinary work rules and policies;
  9. All work scheduling will be at the discretion of the employer including scheduling of overtime as required, in a manner most advantageous to the Employer and consistent with its requirements.
  10. The Employer shall have up to six (6) months for new hires to determine his/her satisfactory performance in the positions covered by this Agreement and may dismiss such employee without just cause during such probationary period.
  11. The Association recognizes that the City has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the City to the full extent authorized by law (MCA 39-31-303). The Association further agrees that all management rights, functions, and prerogatives not expressly delegated in this agreement are reserved to the City.
- B. The Association recognizes that the Employer has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right to

- B. The aggregate deduction will be remitted, together with an itemized list of individual employee names, contributions, and addresses of record (not every time; annual or semi-annual), to the Treasurer of the Association within five (5) working days from the date of the payroll distribution. The list will also contain the names of all new hires and/or terminations.
- C. The Association agrees to hold the Employer harmless for unintentional errors in the collection of voluntary written assignments of monies.

#### ARTICLE IV

##### Hours of Work, Breaks and Compensation

- A. **Full-time Employee Work Schedule:** A regular workweek shall consist of forty (40) hours worked in five (5) consecutive days either preceded or followed by two (2) days off. A regular work day shall consist of a basic schedule of eight (8) consecutive hours, exclusive of meal breaks, which is preceded and followed by at least eight (8) hours off. Normal working hours are 8AM to 5PM. The employer and employee may agree to an alternate work schedule wherein forty (40) hours may be worked at straight time in other than five (5) days or eight (8) hour days.
- B. **Part-time Employee Work Schedule:** Part-time employees will work a schedule mutually agreed upon by the employee and employer.
- C. **Schedule Changes:** An employee will be given at least two weeks advance notice before having his/her work schedule changed. The only exception to the notice requirement is when an emergency has been declared. Notice time may be waived by mutual agreement.
- D. **Rest Breaks:** Full-time employees shall be allowed a duty-free fifteen (15) minute rest break in both the first and second half of each scheduled shift. Part-time employees will be allowed a duty-free fifteen (15) minute rest break within each four (4) consecutive hour work period. It shall be the supervisor's responsibility to make time available to allow each employee an opportunity to take breaks. Such breaks shall be taken without loss of pay, and the employee shall not be required to make up such time. Unused rest breaks do not accrue.

workweek. An employee may work more than eight (8) hours in any workday, but overtime will be paid only for hours worked in excess of forty (40) hours in any one workweek. Sick leave, vacation leave, compensatory leave, and holiday leave are counted as hours worked toward the calculation of overtime. The reason for all overtime pay shall be noted as per city policy. There shall be no rescheduling of the regular work schedule to avoid the payment of overtime. The employee may choose to flex their schedule upon mutual agreement with his/her supervisor.

**I. On Call Pay:**

An employee may be scheduled to be on-call. When on-call an employee will be compensated for one (1) hour at one and one half (1.5) times the regular rate of pay for each on-call period which is less than sixteen (16) consecutive hours. When on-call for sixteen (16) to twenty-four (24) consecutive hours, an employee will be compensated for two (2) hours at one and one half (1.5) times the regular rate of pay. If the employee is actually called out, compensatory time, sick leave, and holidays count towards hours worked for the purposes of calculating overtime. In addition, every hour actually worked will be paid at the rate of pay earned. Personnel will not be compensated for on-call when there are other employees working which are qualified to cover the work requirements.

**J. Compensatory Time**

Compensatory time may be allowed in lieu of overtime pay at the discretion of the employee's supervisor. Compensatory time will be calculated to the nearest quarter hour worked. Compensatory time accrual shall be limited to a maximum of forty (40) hours. Compensatory time shall be accrued at the rate of one and one half (1.5) hours for each actual hour worked over forty (40) hours in a week, unless an alternate work schedule has been previously agreed to. In the case of a previously approved alternate work schedule, hours worked in excess of the agreed to daily or weekly periods may be accrued as compensatory time. Use of compensatory time shall be mutually scheduled with the employee and the Supervisor in advance and should be used within (6) six months. All compensatory time accumulated up to forty (40) hours may be cashed out on June 30th of each calendar year at the discretion of the employee. If comp time is not cashed out, it will be rolled over into the next year although the maximum cap remains at 40 hours



g. Residential Inspection

**P. Montana State Pesticide Applicator License pay:**

An employee holding Montana State Pesticide Applicator License(s) with classifications of Mosquito Abatement, Turf and Ornamental, Aquatic Pest Control or Regulatory Weed will receive a premium of \$2.50 per hour over regular pay scale during performance of those duties. These duties will be completed during regular work hours. The City of Colstrip may out-source these duties to any contractor of the City's choice. The City retains the right to include these duties in regular job descriptions.

**Q. Longevity:**

Upon completion of one (1) year of service, employees will receive longevity pay at the rate of ten dollars (\$10) per month per year of service, not to exceed \$200/month maximum.

**R. Termination Pay:**

If an employee quits, is laid off, or discharged, all regular wages will be paid the next regular payday, or within fifteen (15) days of termination, whichever is first. Termination pay includes accrued compensatory time, vacation, and 1/2 (50%) of the unused sick leave.

**S. Retirement Plan:**

City of Colstrip personnel will be in the Montana Public Employees Retirement System (PERS) and will have opportunity to participate at their own expense in a 457 supplemental retirement plan.

**ARTICLE V**

**Fringe Benefits**

**A. Vacation Leave**

1. Each employee shall earn annual leave credits. Proportionate credits shall be earned at the end of each pay period. Employees are not entitled to use any vacation leave with pay until they have continuously been employed for a period of six (6) calendar months. Credits shall be earned according to the following schedule:

**B. Sick Leave:**

1. This section (Sick Leave and Family Medical Leave Act) will be governed by City Policy as of July 1, 2011, and will include corresponding in-laws.
2. Full time employees will be credited with one (1) 8-hour work day per month up to twelve (12) 8-hour working days per year for sick leave at regular rate of pay. Part time or seasonal employees may receive pro-rated sick leave credit after working the qualifying period. Short Term employees are not eligible for sick leave credits.
3. Sick leave is for the benefit of the employee for illness or medical purposes and is not intended to be used as time off with pay. Falsification of illness or injury becomes cause for termination and forfeiture of the lump sum payment.
4. a. Employees will be allowed to move portions of their accrued sick leave balance from sick leave to one of the city's qualified deferred compensation plans. Sick leave hours converted to a city designated deferred compensation plan will be paid at 75% of the employee's hourly rate at the time the hours are converted. This will occur during the month of August of each year and cover hours as of June 30<sup>th</sup> of that year. Employees will not be able to take the hours in the form of cash. Employees remaining sick leave balances will continue to be paid at 50 percent of the employee's hourly rate at retirement or termination.
- b. Sick leave hours eligible to move to deferred compensation account are subject to the following restrictions:
  - i) Employees may not move sick leave hours if they do not have a minimum of two years sick leave accrual (192 hours or as pro-rated for part time employees) on the books nor will they be able to move any sick leave hours which cause their sick leave balance to fall below 192 hours.
  - ii) The amount of sick leave eligible to move to a supplemental retirement account will be determined on an annual basis as of June 30<sup>th</sup> of each year.
  - iii) The minimum amount of leave that can be transferred is 8 hours.

b. The following will govern those who work partial days for whatever reason on the specified holidays. The family holiday pay will be prorated based upon how many hours a member works, as follows:

- 1 minutes to 60 minutes = 1 hour work credit = .5 hour of family holiday pay
- For every additional 1 to 30 minutes increment worked thereafter, .25 hour of family holiday pay shall be earned.

3. Columbus Day may be exchanged for the Friday after Thanksgiving by mutual agreement of the employer and employee.
4. Employees on administrative leave with pay on a holiday will receive holiday pay.

**D. Emergency Leave:**

Upon the death of a member of the employee's immediate family, an employee may be granted up to five (5) eight hour scheduled work shifts or the equivalent of 40 hours for those employees working more than eight hour shifts off without loss of pay. Additional time off charged to sick leave or vacation leave may be granted upon approval of the Mayor. Immediate family is defined as the employee's spouse, parents, children, household dependents, brothers, sisters, brothers-in-law, sisters-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, aunts, uncles, and the same relationship of the spouse.

**E. Jury Service and Subpoena**

Each employee who is under proper summons as a juror or subpoenaed as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the Employer. Juror fees earned during an employee's normal working hours shall be applied against the amount due to the employee from his/her Employer. However, if an employee elects to charge his juror or witness time against his/her annual leave, he/she shall not be required to remit his/her fees to the Employer. In no instance is an employee required to remit to his/her Employer any expense or mileage allowance paid by the court. Employee shall not lose cumulative benefits because of juror or witness service.

- d. In the event that an employee on leave of absence wishes to return to work earlier than anticipated, such request will be made in writing and the Mayor may decide to either accept or deny that request.
- e. Consideration will be given to requests and recommendations for unpaid leave of absence in accordance with the following conditions:
  - (i) Personal illness or accident. When absence beyond the time provided by the paid sick leave policy is necessary, a physician's statement must be submitted showing diagnosis of illness or injury, prognosis, and expected date of return to work.
  - (ii) Family illness or personal business. When circumstances are of such an exceptional nature that it compels absence from work, requests must be submitted in writing specifying complete details for the reasons for the request.

**H. General Provisions**

- 1. An employee may not accrue any leave credits during a continuous leave of absence without pay which exceeds fifteen (15) calendar days.
- 2. All leaves covered under this Agreement must have prior notification and approval of the employee's supervisor. Leaves shall not be unreasonably denied.
- 3. All leaves covered under this Agreement shall be charged to the nearest one-quarter (1/4) hours.

**I. Insurance**

**Benefits**

- 1. The Benefit Coordinator is responsible for all communications and disclosures concerning City benefits and for compliance with all applicable laws and regulations. In addition, the Benefit Coordinator shall be available to answer employees' questions concerning benefits and shall counsel new employees, employees as they achieve eligibility, retiring employees, and non-employee beneficiaries as to specific benefit coverage and required forms and designations. The Benefit Coordinator will furnish to each eligible employee, information relating to any City Deferred Compensation as provided for pursuant to Montana Statutes. The Benefit Coordinator will furnish the following information to each participant in a Health and/or Pension plan:
  - a. Summary description of the plan within ninety (90) days after the individual becomes a participant or first receives benefits;

The City pays 100% of the MMIA Madison plan family rate for fulltime employees and prorated for part time employees as listed above. The City pays 100% of dental, vision, and life insurance for employees who work at least half time.

If an employee chooses another option on the menu of plans, this equates to the City's contribution and the employee must make up the difference, if any. Any difference may be taken from the allocated flexible medical spending account.

7. The City of Colstrip will contribute \$2500 per year into each employee's flexible medical spending account (FSA) or will provide each employee with a "half cash" option of \$1250 which is subject to applicable taxes which are the responsibility of the employee. Unused portions will be returned to the employees equally at the end of the plan year once the City has received the unused benefits. The year end grace period for individuals will remain in place.
8. If there is a change in the law and the City no longer pays for employee insurance and flex plan, then the employer and union shall meet and negotiate a new provision that converts the cost of this benefit to other wages and benefits.

**J. Educational Benefits**

1. If a regular full or part-time employee desires to take advantage of educational or training opportunities, it is the employee's responsibility to submit to the Department Head a written request for such training describing the content, schedule, cost, and reasons for the course, PRIOR to enrolling for the education or training course(s). Seasonal, temporary, or short-term employees are not eligible for education reimbursements. Qualifying classes must be job-related and pre-approved by the department head and Mayor. Approval will be based on budgetary conditions, accreditation of educational institution, applicability of coursework to the City's needs, and the employee's professional development. A signed agreement with the employee shall be obtained after approval from the department head and Mayor.
2. The Department Head shall review any request for training or education and will submit his/her recommendation to the Mayor for approval of tuition reimbursement within budget allowances. Reimbursement of up to \$2,500 per fiscal year, per employee will be made only for tuition, books, required materials, registration fees, and lab fees upon the City receiving evidence of satisfactory

license renewal costs for the employee. The City will grant administrative leave with pay to attend required training to maintain licenses or certifications.

8. Each employee shall maintain their insurability to perform their required work with the City.
9. Each department will ensure sufficient training funds to maintain required licenses and certifications.
10. Reimbursement shall be subject to Internal Revenue Service rules governing educational assistance programs.

**K. Per Diem:** Per Diem will be pay at the rates of \$15 for breakfast, \$16 for lunch, and \$28 for supper.

## ARTICLE VI

### Working Conditions

- A. Seniority:** Seniority means an employee's length of continuous service within the Department, and shall be computed from the date the employee begins such service.
1. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority. Previous service upon re-employment shall count toward seniority.
  2. To be absent from the job due to voluntary leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the purpose of seniority; however, previous service upon re-employment is counted towards seniority.
  3. To be absent from the job due to active military leave will not affect seniority. Such time spent in military service will count towards seniority.
  4. An employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharge for just cause, and retirement.
  5. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made. Employer shall post a seniority roster December 1<sup>st</sup> and June 1<sup>st</sup> of each year.

informal progressive discipline and will not be documented in writing in the employee's personnel file.

- D. Job Safety:** Employees shall not be required to use defective equipment. Employees will not be given orders or be required to carry out orders which are unethical or violate policies/procedures or laws and which would unreasonably endanger their safety. Issues regarding job safety shall be brought to the Department Head or Mayor or his designee by the Association for resolution. The City will provide Hepatitis C vaccinations to all employees and will provide waterless hand sanitizer in all departments.
- E. Safety Award Program:** The City will administer a Safety Award Program as outlined in City Policy. Fulltime and part-time employees will be eligible for awards. Decisions of the safety committee shall be grievable.
- F. Disabilities:**
1. In the event that an employee becomes incapable of performing the duties of his/her regular classification through occupational illness or industrial accident, the Employer may transfer the employee to light duty.
  2. Any employee, who is injured in the performance of their duties as an employee that renders them unable to perform their duties as an employee shall be paid by the employer the difference between their salary and the amount they receive from Workman's Compensation Insurance until their disability has ceased, as determined by the Workman's Compensation Insurance, or for a period not to exceed one year, whichever shall first occur. Whenever, in the opinion of the employer, supported by the employer's physician's opinion, the employee is able to perform specified types of light duty, payment of his/her partial salary amount shall be discontinued if he/she refuses to perform such light duty when it is available and offered to him/her.
  3. The City will continue benefits and retirement for an employee on Workman's Compensation.

## **ARTICLE VII**

### **Grievance & Arbitration Procedure**

- A. General Provisions**

within ten (10) business days of the Department Head's response or failure to respond. The Mayor will review the grievance with the employee, Association Representative, and Department Head and issue a written decision within ten (10 business) days.

OPTIONAL STEP THREE – This step is optional to the grievant for non-disciplinary grievances, and it is not required. If the grievant is not satisfied with the disposition of the grievance or the Mayor fails to respond, the employee may appeal in writing to the City Council within ten (10) days of the Mayor's decision or failure to respond. The grievance will be heard by the Council within twenty (20) days, and the employee and/or representative will be allowed to discuss the grievance with the Council in closed session unless otherwise provided for under Montana Law. The Council will provide a written decision to the Association within ten (10) days of the hearing.

By mutual agreement, and, at any time the parties may submit the grievance to mediation for the purpose of attempting settlement. The Montana Board of Personnel Appeals will be requested to provide a mediator for resolution prior to arbitration.

STEP FOUR: An aggrieved employee who is dissatisfied with mediation or the Mayor's decision or City Council's decision may demand Arbitration as defined herein, provided a notice of appeal is filed in the Mayor's Office within ten (10) business days of the receipt of the decision from Step 2 or if opted for Step 3 or if mediation is utilized, from the date either party notifies the other of impasse in writing.

**C. Arbitration:**

In the event the aforementioned steps do not result in a resolution of the grievance, the parties shall select an impartial Arbitrator. Within six (6) months after receipt of the written notice, the Montana Board of Personnel Appeals Department of Labor and Industry, shall be requested to provide a list of five (5) names by the grieving party. Within fifteen (15) days of receiving the list, 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.

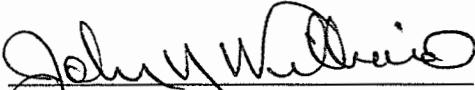


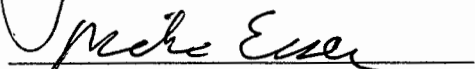
**B. Savings Clause**

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

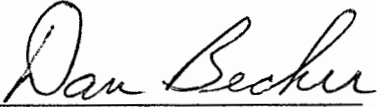
**IN WITNESS WHEREOF** the parties hereto, acting by and through their respective and duly authorized officers and representatives, have hereto set their hands and seals on this 24<sup>th</sup> day of, July 2018.

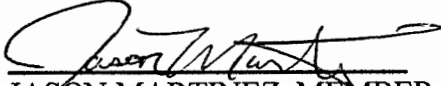
THE CITY OF COLSTRIP


  
\_\_\_\_\_  
JOHN WILLIAMS  
MAYOR

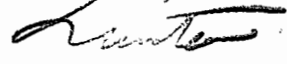
  
\_\_\_\_\_  
MIKE ESSER  
COUNCILMAN

COLSTRIP CITY EMPLOYEES UNIT

  
\_\_\_\_\_  
DAN BECKER, MEMBER  
NEGOTIATION TEAM

  
\_\_\_\_\_  
JASON MARTINEZ, MEMBER  
NEGOTIATION TEAM

  
\_\_\_\_\_  
DARCY DAHLE, FIELD REP

  
\_\_\_\_\_  
QUINTON E. NYMAN  
MPEA EXECUTIVE DIRECTOR