

LABOR AGREEMENT

BETWEEN

LEWIS AND CLARK COUNTY

AND

**MONTANA FEDERATION OF PUBLIC
EMPLOYEES REPRESENTING THE
ROAD/BRIDGE/SHOP EMPLOYEES OF
THE LEWIS AND CLARK COUNTY
PUBLIC WORKS DEPARTMENT**

July 1, 2019-June 30, 2023

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AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of July, 2019 by and between the Lewis and Clark County Commissioners, Helena, Montana, (EMPLOYER), and the Montana Federation of Public Employees, representing the Road, Bridge and Shop section employees of the Lewis and Clark County Public Works Department, (ASSOCIATION), and shall constitute a binding agreement upon the EMPLOYER and the ASSOCIATION.

NOW THEREFORE, in consideration of the mutual benefits accruing to and hereafter to accrue to the prospective parties, it is mutually agreed as stated in the following Articles of Contract.

DEFINITIONS

Section 1. Association

The term "ASSOCIATION", as used herein, shall mean the Montana Federation of Public Employees its officers, agents or representatives as designated by the Executive Director.

Section 2. Employer

The term "EMPLOYER" shall mean Lewis and Clark County, its Board of Commissioners or its officials and representative(s) as designated by the Board of Commissioners.

Section 3. Employee

The term "Employee" or "Employee(s)" as used herein shall mean a member of the appropriate unit as defined in this Agreement.

Section 4. Regular Employee

The term "Regular Employee" shall mean an employee who is hired without a predetermined terminal point of employment and who has satisfactorily completed an appropriate probationary period.

Section 5. Temporary Employee

The term "Temporary Employee" shall mean an employee who is (a) is designated as temporary by an agency for a definite period of time not to exceed 12 months; (b) performs temporary duties or permanent duties on a temporary basis; (c) is not eligible for regular status; (d) is terminated at the end of the employment period; and (e) is not eligible to become a permanent employee without a competitive selection process.

Section 6. Seasonal Employee

The term "Seasonal Employee" shall mean a regular status employee who is designated as seasonal, who performs duties interrupted by the seasons, and who may be recalled without the loss of rights or benefits accrued during the preceding season.

Section 7. Full-Time

An employee who is scheduled to work forty (40) hours per week.

Section 8. Part-Time

An employee who scheduled to work less than forty (40) hours per week,

Section 8. Anniversary Date

The date on which an employee is hired.

Section 9. Districts

Districts will be designated as Wolf Creek, Helena, Augusta, and Lincoln. Wolf Creek, Augusta, and Lincoln will have designated and assigned District Operators.

Section 10. Lead Worker

The lead worker is responsible for the successful completion of assigned tasks and duties within designated districts and specific work sections. Lead workers also respond as needed to situations and emergencies in the area of their assignment. The EMPLOYER shall designate and assign one lead worker each in the Road, Shop, and Bridge sections. The Department may designate additional lead workers as warranted by work duties, tasks and responsibilities. Lead workers shall be under general supervision of the Road and Bridge Operations Supervisor.

ARTICLE I: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

The ASSOCIATION is the sole and exclusive bargaining representative and shall represent all Regular and Seasonal status employees in the Road, Bridge, and Shop sections of the Public Works Department, performing work in any classification covered by this Agreement, as set forth hereinafter, but shall exclude the following: Supervisors and managerial employees, i.e., professional engineers, bookkeepers, clerical employees, Temporary status employees working less than four (4) months and any employee scheduled to work less than twenty (20) hours week.

ARTICLE II: PURPOSE

The purposes of this Agreement are to promote and improve the relations between the EMPLOYER, its employees and the ASSOCIATION, to establish a formal understanding relative to all conditions of employment and provide the means of amicable and equitable adjustments of any and all differences or grievances which may arise, all of which the parties hereto believe and affirm will incur to the welfare and benefit of the people of Lewis and Clark County.

ARTICLE III: MAINTENANCE OF MEMBERSHIP

The EMPLOYER shall notify the ASSOCIATION in writing of the name, classification, and location of each new Regular and Seasonal status employee hired into the bargaining unit in the Road, Bridge, and Shop sections of the Public Works Department within ten (10) business days after hire.

ARTICLE IV: PROTECTION FOR ASSOCIATION ACTIVITIES

The EMPLOYER agrees not to discriminate against any employee or group of employees with respect to their lawful participation in ASSOCIATION activities as outlined in the Montana Collective Bargaining Act for Public Employees. (Title 39, Chapter 31 MCA)

ARTICLE V: NON-DISCRIMINATION

It is the policy of the EMPLOYER and the ASSOCIATION to ensure that all employees and all applicants for employment are treated equally without regard to their race, color, religion, national origin, age, marital status, ancestry, political beliefs, physical or mental disability, or sex; unless and/or physical or mental disability relates to a bona fide occupational requirement. Such action to implement this policy shall include: employment, promotion, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including on-the-job training. For the purposes of this agreement, the ASSOCIATION and the EMPLOYER agree to use the EMPLOYER's discrimination and sexual harassment claim procedure as the sole remedy for addressing formal complaints of illegal workplace and employment discrimination.

ARTICLE VI: MANAGEMENT RIGHTS

The EMPLOYER shall have the right to operate its affairs in such areas, but not limited to:

- 1) direct employees;
- 2) hire, promote, transfer, assign, and retain employees;
- 3) relieve employees from duties because of the lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
- 4) maintain the efficiency of EMPLOYER's operations;
- 5) determine the methods, means, job classification, and personnel by which the EMPLOYER 's operations are to be conducted;
- 6) take whatever actions may be necessary to carry out the missions of the EMPLOYER in situations of emergency;
- 7) establish the methods and processes by which work is performed including the utilization of advancements in technology.

ARTICLE VII: WORKING CONDITIONS

Section 1. Hours Worked

Hours worked shall include those hours where the employee is suffered or permitted to work for the EMPLOYER.

Section 2. Work Day

Except as otherwise provided in the Special Work Schedules set forth herein, eight (8) hours shall constitute a day's work.

Section 3. Regular Workweek Schedule

The workweek shall be defined as 12:00 a.m., Sunday, through 11:59 p.m., Saturday. The regular work week schedule is Monday through Friday.

Section 4. Week's Work

Forty (40) hours in five (5) consecutive days shall constitute a week's work. Time and one-half (1½) shall be paid for all hours worked over forty (40) hours in one week.

Section 5. Starting Time:

Except as otherwise provided in the Special Work Schedules set forth herein, the regular work day starting time for employees shall be 6:30 a.m. This may be changed by the immediate supervisor with a forty-eight (48) hour advance notice. Such notice shall be accomplished by posting of a notice on the Employees' Bulletin Board.

Section 6. Overtime:

Except as otherwise provided in the Special Work Schedules set forth herein (Article VII, Section 7., below), when an employee is required to work in excess of eight (8) hours in any one day and/or forty (40) hours in any one week, the employee shall be compensated for at the rate on one and one-half (1 ½) hours for each hour of overtime worked. Employees shall have the option of a) flexing this time within the work week so the total work hours to do not exceed forty (40), or b) booking overtime hours as compensatory time at the rate of time and one-half.

The compensatory time provisions of this article do not change the reimbursement of time and one-half (1 ½) for required work performed when employees are called back or called in, or work performed on Saturday, Sunday, or a legal holiday as specified in Article VII, Section 5.

Upon termination, unused accumulated compensatory time shall be calculated and paid to the employee at their rate of pay in effect at termination.

Approved compensatory time accruals will be limited to forty (40) hours. Once an employee reaches the forty (40) hour compensatory time limit, the employee will automatically receive overtime pay.

Compensatory time may be used by submitting a written request to the supervisor. Employees must make every effort to use accrued comp time in a timely manner. At the EMPLOYER's discretion, compensatory time may be scheduled off by the supervisor if an employee fails to make plans to use accrued comp time.

Upon termination, all employees will be paid for any unused compensatory time at their current rate of pay.

Section 7. Special Work Schedules:

It is understood and agreed that because of the varying work requirements, the EMPLOYER must periodically schedule employees to work at times and on days other than as provided for in Article VII, Sections 2 and 3, herein. The EMPLOYER agrees to give the ASSOCIATION as much advance notice as possible prior to implementing a special work schedule. These special work schedules are as follows:

- a. 4/40 Schedule: At times employees may be requested to work a schedule of four (4) ten (10) hour days instead of a regular schedule consisting of five (5) eight (8) hour days. When an employee is placed in this schedule, overtime pay will not commence until the employee has worked in excess of ten (10) hours in any shift, or in excess of forty (40) hours in any work week. The overtime rate is one and one-half (1 1/2) hours for each hour of overtime worked. The adoption of this special work schedule will be limited to the construction season, as determined by the EMPLOYER, and to those situations wherein it is necessary to temporarily relocate an employee from his regularly assigned district to another location within the EMPLOYER for four (4) or more consecutive work days, and the employee must stay in temporary lodging away from home. The 4/40 schedule mentioned above will be in effect for all employees, including those who are not required to temporarily relocate, who work on that particular project.

- b. Second and Third Shift Operations: For the purposes of this subsection, a second shift, when required, will be scheduled to commence between the hours of 1 p.m. and 5 p.m.; a third shift, when required, will be scheduled to commence between the hours of 11 p.m. and 1 a.m. The regular length of the second shift will be eight (8) hours' work plus a non-paid meal break of one-half (1/2) hour for a total scheduled time of eight and one-half (8 1/2) hours. The regular length for the third shift will be eight hours which includes a paid meal break of one-half (1/2) hour. The resulting seven and one-half (7 1/2) hour work schedule on the third shift for eight (8) hours pay shall be considered shift differential.

- c. Waiver of Notice for Bad Weather and Emergency Conditions: When weather or other conditions over which the EMPLOYER has no control require a change in the regular starting time as provided in Article VII, Section 5 herein, the requirement for forty-eight (48) hours' notice in advance of change shall be waived. However, such changes in starting times will only be made when actually required. Affected employees who do not receive at least a forty-eight (48) hour notice in advance of a change in starting time shall be notified directly.

Section 8. Call-Back and Call-In:

- a. When employees are required to report after their scheduled shift has been completed, as established by their immediate supervisor, they shall be guaranteed two (2) hours work. The applicable rate of pay shall be in accordance with Article VII, Section 2 and 6. Additionally, compensation for all work performed in excess of two (2) hours shall be based on the amount of time actually worked.

- b. Regular employees called in on Saturday, Sunday, or on a holiday, shall be guaranteed four (4) hours of work at an overtime rate of pay. Temporary employees will be paid in accordance with Article VII, Sections 2, 4 and 6.

Section 9. Call-Back, Call-In, and Overtime Assignments:

Call-backs, Call-ins, and overtime will be distributed by rotation among employees as equally and as fairly as possible within the employee's classification and regularly assigned district or work area. A weekly sign-in sheet will be used in the Helena district to determine if employees wish to be considered for callback, call-in, and overtime. At times, it may be necessary to call out employees that have not signed up. Refusals shall be based on legitimate reasons. The EMPLOYER shall post a list that displays the amount of overtime each employee has worked.

Section 10. Notification:

Whenever an employee is directed or required to depart from his regular assigned district to perform services for the EMPLOYER for more than one shift, he will, except in cases of emergency, be given twelve (12) hours' notice. This provision does not apply in those situations where a shift is merely extended.

Section 11. Meal and Lodging Allowances:

The EMPLOYER's policy for meal and lodging allowances (per diem) will be followed.

Section 12. Temporary Assignments:

Whenever a job vacancy occurs because of a leave of absence, vacation, extended period of illness, or any other cause whereby the absent employee maintains his full seniority status; or when a vacancy that is expected to last less than three (3) months occurs because of operational reasons, the vacancy shall be filled by the EMPLOYER. If the temporary assignment of an employee calls for relocation from the regular assigned district to another location wherein the employee must stay in temporary lodging away from home for a period of time in excess of one (1) month, then such temporary transfers shall be performed in accordance with Article VIII, Section 2 herein.

Section 13. Emergencies:

In cases of emergency where life or property is endangered, employees may be used in any capacity or classification at no loss of wages. If the employee is used in a classification where the wages are higher, then said employee shall be paid the higher rate for the shift. No employee shall receive a lower rate of pay than his regular pay grade and step in an emergency situation.

Section 14. Operation of Equipment by Management:

Under normal circumstances, members of management will not operate equipment. This restriction is waived, however, in the event of emergencies, to make equipment operational and safety checks, to train employees, and to develop and refine new and existing processes, techniques, and work methods. Under no circumstances will management operate equipment to perform regular production work under non-emergency conditions.

Section 15. Stewards:

The ASSOCIATION may appoint a working employee as a Steward. The ASSOCIATION shall immediately advise the EMPLOYER in writing on making such appointment. The Steward shall be allowed a reasonable amount of time during the regular working hours to see that the provisions of this Agreement are observed, provided he notifies his supervisor. He shall report all violations of this Agreement to the Operations Superintendent or Assistant Operations Superintendent and to the ASSOCIATION (taking no action himself to correct any violation). The EMPLOYER shall immediately notify the ASSOCIATION in the event the Steward is terminated.

Section 16. Visitations:

Representatives of the ASSOCIATION shall have access to all jobs where ASSOCIATION members are employed at all times. ASSOCIATION representatives shall avoid substantial interference with the employees' work.

Section 17. Clothing & Licensing:

- a. The EMPLOYER shall supply at no cost to the employee, protective clothing (i.e. gloves, coveralls, etc.) as required for handling hazardous materials as determined by the supervisor or the employee.
- b. If EMPLOYER's policy specifically requires a physical examination, the EMPLOYER will pay for such examination. Example: If State regulations require a license, the EMPLOYER would not pay for such required physicals or fees.

Section 18. Worker Safety:

No employee shall be required to be out of radio contact for more than one-half (1/2) hour at any given time. This shall include employees working before or after a regularly scheduled shift, weekends and holidays.

ARTICLE VIII: SENIORITY

1. Seniority is based on the length of continuous service worked as a Regular status employee of the sections of the Public Works Department covered by this agreement. For purposes of seniority only, the Road, Bridge, and Shop sections of the Public Works Department shall be considered a single combined department. The concept of the combined Road, Bridge, and Shop sections of the Public Works Department shall be applied in the seniority provisions specified below:
 - a. Except as otherwise provided in Article VII, Section 12, Temporary Assignments, the principle of seniority shall apply to layoffs, rehiring, and promotion for all Regular status employees employed in any of the classifications as set forth later in this Agreement. Whenever a job vacancy occurs within any represented position in a section subject to this Agreement, the EMPLOYER shall post a notice of the vacancy for a period of ten (10) working days. Seniority shall apply to filling the vacancy provided, however, that the employee completes application for the position and is qualified to perform the assigned duties and responsibilities of the position.
 - b. The EMPLOYER will give first consideration for the vacant or new position to qualified Regular status employees of the bargaining unit before considering outside applicants.
 - c. Upon request, the EMPLOYER will also provide the ASSOCIATION with any job description posted in the Road, Bridge, or Shop sections of the Public Works Department.
2. Qualifications and abilities being equal among qualified Regular status employees, seniority shall prevail in filling vacancies. All hiring shall be on the basis that the individual is properly qualified and trained to perform the work required. In the event of a dispute over selection of an employee to fill a vacancy in accordance with Article VIII, Section 1 herein, the aggrieved party shall process such dispute in accordance with Article XXI, Settlement of Disputes Procedures.
3. In the event of a position vacancy, the EMPLOYER shall give notice of the vacancy to the ASSOCIATION and any involuntarily laid off employees. Either the laid off employee or the ASSOCIATION shall notify the EMPLOYER of acceptance of the position within ten (10) working days and shall return to the position within ten (10) working days of last notification, unless the time is extended by mutual consent of the employee and the EMPLOYER.

4. Bargaining unit employees who are transferred or promoted into supervisory positions out of the bargaining unit shall retain the seniority accumulated while in the bargaining unit for a period of one (1) year. During that one (1) year period, if qualified and unless they are discharged for cause, the employee may return to a position represented by the bargaining unit and retain the seniority accumulated while previously a member of the bargaining unit. After one (1) year, the employee may be hired into a position represented by the bargaining unit at the discretion of the EMPLOYER if a position is open and the employee is qualified. An employee hired to a position represented by the bargaining unit after more than a one (1) year absence does not retain any seniority rights previously earned with the bargaining unit and may not assert seniority rights.
5. A Seasonal or Temporary status employee who is hired as a Regular status employee through an open recruitment process will receive seniority credit for previous time served as an employee of any of the sections of the department covered by this agreement. Seniority credit for previous positions will be merged with service in the Regular status position.

ARTICLE IX: VACATIONS

1. Each Regular, Seasonal and Temporary status employee of the EMPLOYER is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. Employees shall not be entitled to use vacation leave until they have been employed for a period of six (6) calendar months.
2. Vacation leave credits for full time employees shall be earned in accordance with the following schedule:

Years of Employment	Vacation Days Earned/Year
0-10 years	15 days/120 hours per year
11-15 years	18 days/144 hours per year
16-20 years	21 days/168 hours per year
21 years or more	24 days/192 hours per year

3. Regular part-time employees are entitled to prorated annual vacation benefits if they have regularly scheduled work assignments and regularly work at least twenty (20) hours each week of the pay period and have worked the qualifying period.
4. Employees shall not accrue vacation leave credits while in a leave without pay status.
5. Annual vacation leave may accumulate to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Any employee who terminated his employment with the EMPLOYER shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth above.

6. Absence from employment by reason of illness shall not be charged against unused vacation leave credits unless approved by the employee.
7. Employees will be expected to take vacation during periods designated by the EMPLOYER, with the establishment of such periods being based on anticipated workloads and operational requirements. However, to the maximum extent possible, employees will be permitted to take their vacations according to individual preference, providing the EMPLOYER's obligations can still be met. The EMPLOYER shall post the vacation periods by March 1 of each year, and employees shall indicate their preference by April 1. If there is a conflict between employees working the same or similar operations as to when vacations shall be taken, senior employees will be given their preference.
8. In the event any part of this vacation clause is in conflict with State Law, State Law shall apply.
9. If an employee takes vacation while working a schedule of ten (10) hour shifts, the employee's accrued vacation will be reduced by ten (10) hours.

ARTICLE X: HOLIDAYS

1. The following are declared legal holidays as observed by the State:
 - a. New Year's Day
 - b. Martin Luther King Day
 - c. President's Day
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Columbus Day
 - h. Veterans' Day
 - i. Thanksgiving Day
 - j. Christmas Day
 - k. General Election Day (alt. years)
2. Employees who are scheduled for a day off on a day which is observed as a legal holiday, shall be entitled to receive a day off, either on the day preceding or the day following, whichever allows a day off in addition to the employee's regularly scheduled days off, or any other day that may be declared by the President or the Governor as a holiday.
3. There shall be no regular scheduled holiday work except that emergency work may be performed.
4. Should an employee be required to work any of the holidays specified in this Article, he or she shall be paid at one and one-half (1 ½) times the regular rate of pay, plus holiday pay.

5. If a paid holiday falls during the week that an employee is working a scheduled ten (10) hour shift, the employee will be paid eight (8) hours for that holiday. When a holiday falls within a week that an employee is scheduled to work four ten hour shifts, the unit, by majority vote, shall have the option of working five eight (8) hour shifts, or continue on the four ten schedule utilizing compensatory time or vacation to make up the difference.

ARTICLE XI: SICK LEAVE

1. Regular, Seasonal and Temporary Full-time employees shall accrue sick leave at the rate of twelve (12) days/96 hours for each year of service, without restriction as to the amount of sick leave which may be accumulated. Proportionate sick leave credits shall be earned and credited at the end of each pay period. For calculating sick leave credits, two thousand eighty (2080) hours (52 weeks x 40 hours) shall equal one (1) year.
2. Paid sick leave may not be used until the employee has completed ninety (90) days of continuous employment.
3. An employee may not accrue sick leave credits during a leave of absence without pay,.
4. Regular, Seasonal and Temporary part-time employees are entitled to prorated sick leave benefits if they have regularly scheduled work hours and have worked the qualifying period.
5. An employee who terminated employment with the EMPLOYER is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributable to the accumulated sick leave if he or she has worked the qualifying period as described in Section 2. The pay attributable to the accumulated sick leave shall be computed on the basis of the employee's wages at the time he terminates his employment with the EMPLOYER. Accrual of sick credits for calculating the lump sum payment provided for herein begins July 1, 1971. When sick leave credits are used by the employee, for purposes of this section, the employee shall be deemed to have the earliest accrued credits.
6. In order to obtain sick leave pay, the employee must provide notice of his illness or injury to the EMPLOYER as early as possible to his regular reporting hour, and must present a doctor's certificate as evidence of illness upon request of the EMPLOYER.
7. Any fraudulent use or abuse of sick leave will result in loss of sick leave pay and will constitute grounds for discharge and forfeiture of the lump sum payments provided for herein. Sick leave abuse occurs when an employee uses sick leave for unauthorized purposes or misrepresents the actual reason for charging an absence to sick leave. Sick leave abuse is cause for dismissal and forfeiture of the lump-sum payment (2-18-618, MCA).

8. Should an employee become ill during his or her vacation, the EMPLOYER agrees that the employee may take sick leave for the period of his or her illness in lieu of vacation leave upon the condition that a physician's written verification of the illness is provided the EMPLOYER, upon request.
9. In the event any of the Sick Leave clauses are in conflict with State Law, State Law shall apply.
10. The immediate family shall be defined as spouse, parents, brothers, sisters, household dependents, spouse's parents, and children of both the employee and spouse.
11. If an employee takes sick leave while working a scheduled ten (10) hour shift, the employee's accrued sick leave will be reduced by ten (10) hours.

ARTICLE XII: MISCELLANEOUS LEAVE PROVISIONS

1. The EMPLOYER agrees to provide three (3) days leave with pay to employees for funerals for members of the immediate family. The EMPLOYER will provide one-half (1/2) day of paid funeral leave for the funeral of a fellow employee who is a member of the bargaining unit.
2. The EMPLOYER may agree to grant up to forty (40) hours leave without pay for an employee for miscellaneous reasons including, the extension of an employee's vacation. This leave may be granted only through written permission of the EMPLOYER and the employee shall make every attempt to request such leave one (1) month in advance.
3. An employee who is a member of the National Guard of the State of Montana or is a member of the organized or unorganized Reserve Corps or Forces of the United States Army, Navy, Marine Corps, or Coast Guard, shall be provided 15 days/120 hours leave with pay for attending regular encampments, and similar training programs in accordance with Section 10-1-1009, MCA.
4. Family Medical Leave

The EMPLOYER will provide family medical leave without pay in accordance with the Family Medical Leave Act and the County Personnel Policy Manual for a serious health condition of or injury to the Employee or a member of the Employee's immediate family, or for the birth or adoption of a child. Refer to County Personnel Policy Manual.

5. Jury Duty:
 - a. Each employee of the EMPLOYER who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from the EMPLOYER. However, if an employee elects to charge the juror time off against annual leave, he or she shall not be required to remit his or her juror fees to the EMPLOYER. In no instance is an employee required to remit to the EMPLOYER any expense or mileage allowance paid him or her by the Court.
 - b. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from the EMPLOYER; however, if an employee elects to charge witness time off against annual leave the employee shall not be required to remit witness fees to the EMPLOYER. In no instance is an employee required to remit to the EMPLOYER any expenses or mileage allowances paid by the Court.
 - c. The EMPLOYER may request the Court to excuse an employee from jury duty if the employee is needed for proper operation of the unit of government.
6. Leave without pay may be granted by the EMPLOYER upon written request, specifying the time periods and purposes for the leave. Reasons for such leave would include public office, civic activities, extended illness of the employee's family, or other reasons.

ARTICLE XIII: JOB INJURY AND HEALTH BENEFIT

1. The EMPLOYER shall carry Workers' Compensation Insurance on the employees.
2. Health plan contribution and Wellness contribution will be set according to the amount determined by Board of County Commissioners and applied to represented and non-represented County employees. Regular, Seasonal, and Temporary status part-time Enrolled employees scheduled to work 40 hours or more per pay period for a minimum of six (6) months may receive a benefit plan contribution based upon the number of hours (prorated). Eligibility for enrollment in the health benefit plan will be determined by the provisions of the plan document. In the second, third, and fourth years, the contract may be opened for the purpose of negotiating the benefit plan contribution if the EMPLOYER seeks to implement an employee contribution for employee coverage by the health benefit plan.
3. Each full time employee enrolled in the County Employees' Traditional Health Benefit Plan will make a premium contribution of \$50/month, subject to reductions prescribed in the County's Wellness Plan.
4. Each part time employee enrolled in the EMPLOYER health benefit plan shall make prorated premium contributions based upon the number of hours worked.

5. The EMPLOYER will provide opportunities to avoid making wellness premium contributions each year of this Agreement
6. The EMPLOYER will submit to the Public Employees Retirement System (PERS) an employee's request to withdraw PERS funds within five (5) working days of an employee's last day of employment, if desired by the employee. The EMPLOYER will use the Public Employees Retirement System for all employees.

ARTICLE XIV: HEALTH & SAFETY

1. 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.
2. Regular safety checks shall be made on all equipment. The employees shall make a daily check on the equipment he or she operates and problems shall be reported to the supervisor immediately in writing.
3. Unsafe or abusive operation of equipment or failure to follow the EMPLOYER safety guidelines which are posted for thirty (30) days or more, will result in disciplinary action up to and including immediate discharge.

ARTICLE XV: WAGE SCALES

The wage rates set forth in Schedule "A" and attached hereto shall be the wage scale paid to the employees coming under the terms of the Agreement and said wages scales shall be effective as of July 1, 2019. Each employee's pay check stub shall show regular hours and overtime hours separately and shall not be shown as a lump sum.

ARTICLE XVI: CHECKOFF

The EMPLOYER shall deduct from the salaries of employees, such monies for the exclusive representative as each employee individually authorizes the EMPLOYER to deduct. The Executive Director of the exclusive representative will certify to the EMPLOYER the current rate of membership dues and the names of the individuals who have joined the exclusive representative and will submit to the EMPLOYER cards signed by the individual employee authorizing deduction by the EMPLOYER. In order for a deduction to be made for a given month, the authorization cards must be received by the EMPLOYER no later than the tenth (10th) day of said month. The EMPLOYER will transmit all deducted monies, along with a list of names for whom deduction are made to the Executive Director of the exclusive representative on a monthly basis.

ARTICLE XVII: MISCELLANEOUS CONDITIONS

1. Employees shall be paid on a bi-weekly basis in accordance with the EMPLOYER's policy. Paychecks shall be issued by no later than the fifth (5th) working day after the close of the pay period.
2. Lunch period shall be designated by the department head and as near as possible to the mid-point of the shift. The lunch period may be either scheduled for one-half (1/2) hour or one (1) hour.
3. Travel time shall be paid, and transportation provided, during regularly scheduled shifts. In the event it is necessary for an employee to use his or her own transportation, said employee shall be reimbursed at the statutory rate, as provided in MCA.

ARTICLE XVIII: TOOLS

1. The EMPLOYER shall provide a safe place for storage of all tools.
2. Mechanics shall each furnish their own sets of small tools, which shall include a one-half (1/2) inch drive with sockets and end wrenches up to one and one-quarter (1 1/4) inches.
3. Reimbursement for lost or broken tools shall be made in accordance with the following guidelines:
 - a. A broken tool shall be turned in to the supervisor and the new tool shall be purchased by the employee. The purchase receipt for the replacement tool must be submitted with a written request for replacement.
 - b. Lost tools must be reported to the supervisor and upon approval, the employee shall purchase a replacement. The purchase receipt must be submitted with a written request for reimbursement.
 - c. All tools shall be locked up when not in use.

If the above rules are followed, the EMPLOYER shall reimburse their Mechanics for lost or broken tools.

4. The EMPLOYER shall reimburse each Mechanic for essential tool purchases not to exceed \$520 annually. The list of essential tools shall be developed and approved by the Mechanics and Public Work Director prior to the submission of the Department budget.

ARTICLE XIX: PROBATIONARY PERIOD & WARNING PROCEDURES

Section 1. Probationary Employee:

The probationary period shall be used for the most effective adjustment of a new employee and the elimination of the employee whose performance does not, in the judgment of his supervisor, meet the required standard of performance. The probationary

period shall be six (6) months from the date of employment and may be extended. If the EMPLOYER determines at any time during the probationary period, that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the EMPLOYER to the employee.

Section 2. Vacancy Adjustment Period:

Vacancies in the department filled by current department employees shall be subject to an adjustment period of thirty (30) days. In the event such an employee is not considered favorably for the position at the end of the adjustment period, the employee may be returned to his or her former position, provided such position is vacant. During such adjustment period, the employee shall be maintained at his or her former salary level.

Section 3. Warning Letters:

The EMPLOYER will use progressive discipline, as outlined in Lewis and Clark County Performance and Conduct Policy 1.2.9. Formal disciplinary actions are subject to the grievance procedure as outlined in Article XXI of this collective bargaining agreement. Upon written request from the employee to the department head, warning letters shall be removed from employee's personnel file one (1) year after issuance to the employee given no other similar disciplinary issues have been documented within the one (1) year timeframe from the last date of issuance.

Section 4. Discharge:

The EMPLOYER will use progressive discipline, as outlined in Lewis and Clark County Performance and Conduct Policy 1.2.9 but reserves the right to discharge any regular, seasonal or temporary status employee for JUST CAUSE.

Section 5. Prerogatives:

The EMPLOYER in any case shall be the judge of the ability, competence, and performance of the employees covered by this Agreement, and in his discretion may discharge, demote, discipline any workman whose work is unsatisfactory, unskillful or inefficient, or who fails to observe any safety precaution or other rules or regulations prescribed by the EMPLOYER, and of these matters the EMPLOYER shall be the judge, pursuant to its prerogatives under law.

ARTICLE XX: STRIKES & LOCK-OUTS

It is mutually agreed between the parties hereto that there shall be no strikes, lockouts, or cessation of work by either party on account of labor difficulties during the life of this Agreement.

ARTICLE XXI: DISPUTE SETTLEMENT PROCEDURES

Section 1. Grievance Definition:

A "grievance" shall mean an allegation by an employee resulting from a dispute or disagreement about the terms and conditions of employment or the implementation, interpretation or application of terms and conditions of this Agreement.

Section 2. Representative:

The EMPLOYER or the employee may be represented during any step of the procedures by any person or agent designated by such entity to act on his behalf. An employee alleging discrimination may have full counsel, at his expense, representing his or her interests.

Section 3. Definitions & Interpretations:

- a. Extension: Time limits specified in this Agreement may be extended by mutual agreement.
- b. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by State Law.
- c. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
- d. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the department head setting forth the facts and the specific provisions of the Agreement allegedly violated, or the acts of discrimination allegedly committed, and the particular relief sought within fifteen (15) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust complaints informally between the employee and the EMPLOYER.

Section 5. Complaint and Grievance Process:

The EMPLOYER and the employee shall attempt to adjust all complaints which may arise during the course of employment in the following manner:

- a. Level 1. Informal Complaint Process: In the event of a dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement, the employee shall discuss the matter in dispute with the employee's immediate supervisor within fifteen (15) working days of the event triggering the dispute. The immediate supervisor shall have ten (10) working days to respond to the complaint. All complaints must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given opportunity to attempt resolution before moving the complaint to Level 2.
- b. Level II: Formal Grievance Process: If the dispute is not resolved informally, the ASSOCIATION may present a formal grievance in writing to the Department Head within ten (10) working days from the receipt of the immediate supervisor's response to Step 1. The written notice of the grievance shall include a summary of the dispute or disagreement, the sections of the agreement that have been violated and a proposed remedy. The department head shall have ten (10) working days from receipt of the grievance to respond in writing.
- c. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the County HR Director, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the HR Director, a time shall be set to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, said HR Director shall issue a decision in writing to the party involved.
- d. Level IV: If the grievance has not been resolved at Level III, the grievance may be presented to the Chair of the Board of County Commissioners for consideration. The Commissioners reserve the right to review or not review the grievance but must make the decision within fifteen (15) days after receipt of the written appeal. In the event the Commissioners choose to review the grievance, the Commissioners or representatives thereof shall, within fifteen (15) days, meet to hear the grievance with the appellant and his representative. After this meeting, the Commissioners shall have a maximum of fifteen (15) days in which to answer the grievance in writing.
- e. Denial of Grievance: Failure by the Commissioners to ensure a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level. This shall not negate the obligation of the EMPLOYER to respond in writing at such level of this procedure.
- f. Step Waiver: Provided both parties agree in writing, any level of this procedure may be bypassed and processed at a higher level.

Section 6. Rights Arbitration:

- a. Procedure: In the event that the parties are unable to resolve a grievance, it may be submitted to arbitration as herein defined, provided a notice of appeal is filed in the office of the Commissioners within five (5) days of the receipt of the decision in Level IV.
- b. Selection of Arbitrator: Upon submission of a grievance to arbitration within the terms of this procedure, the parties shall, within five (5) days after request to arbitrate, request the Board of Personnel Appeals to submit to both parties a list of five (5) names of persons qualified to serve. The parties shall then meet and select the arbitrator from said list pursuant to the striking procedure.
- c. Hearing: The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties will have opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
- d. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon both parties.
- e. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representative witnesses and any other expenses with the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.
- f. Jurisdiction: The arbitrator shall have the jurisdiction over disputes or disagreements relating to the grievance properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. In disputes involving alleged acts of discrimination, the arbitrator shall have a court recorder present to ensure a complete record of the hearing; the arbitrator shall consider the relevant State and Federal court rulings.

ARTICLE XXII: LABOR MANAGEMENT COMMITTEE

The EMPLOYER and ASSOCIATION agree to meet at least quarterly during the duration of the Negotiated Agreement to develop and implement a labor-management committee.

ARTICLE XXIII: TERM OF AGREEMENT

Section 1. Duration of Agreement:

This Agreement shall be effective as of July 1, 2019 and shall continue in full force and effect until June 30, 2023, at which time it is automatically renewed and continued in effect from year to year thereafter unless written notice is given by either party to the other party during the month of April, 2023, indicating that changes in the Agreement are desired.

- a. Notice as required by this Article shall be given by registered mail, postage prepaid, deposited in a United States Post Office anywhere in the State of Montana. Such notice and the service thereof shall be complete for all purposes upon mailing as herein stipulated. Alternatively, the notice may be hand delivered.
- b. Notice under the Article by registered mail shall be to the parties hereto at the addresses below, to wit:

To: Chairman, Board of County Commissioners
Lewis & Clark County
316 North Park
Helena, Montana 59601

To: Montana Federation of Public Employees
Box 5600
Helena, Montana 59604

Section 2. Changes in Agreement:

During its term this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment of this Agreement.

Section 3. Effect:

This Agreement constitutes the full and complete Agreement between the EMPLOYER and the ASSOCIATION as the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employees supersede any and all prior agreements, practices, rules, and/or regulations concerning terms and conditions of employment, insofar as such are inconsistent with the provisions of this Agreement.

Section 4. Severability:

The provisions of this Agreement shall be several and if any provision thereof or the application of any such provision under the circumstances is held invalid, it shall not affect any other provision thereof. If such provisions exist which are contrary to law, the provision or provisions will be altered by representatives of the ASSOCIATION and the EMPLOYER to conform with law wherever possible.

Section 5. Successors:

In order to effectuate the purposes of this Agreement, the parties agree that this Agreement shall be binding upon their successors or assignees; however, nothing herein shall be construed as extending any provision of the terms of this Agreement beyond the expiration of the Agreement.

ARTICLE XXIV: SUBCONTRACTING

The EMPLOYER shall have the right to contract work with outside contractors in order that the EMPLOYER's obligations are fulfilled in the most efficient manner possible for the benefit of the public. However, should the EMPLOYER elect to contract work regularly done by the bargaining unit to a contractor which has not entered into a formal collective bargaining agreement with the ASSOCIATION, the EMPLOYER agrees that the contractors to whom subcontracts are let shall be required to comply with all the requirements, conditions, and intent of the Little Davis-Bacon Act.

WHEREAS the parties entered into a collective bargaining Agreement on the 30 day of July 2019 which covers those employees of the EMPLOYER who are described in Article I of said Agreement and,

IN WITNESS WHEREOF, the parties have fixed their signatures.

BOARD OF COUNTY
COMMISSIONERS

MONTANA PUBLIC
EMPLOYEES ASSOCIATION

Andy Hunthausen, Member

Quinton Nyman, Executive Director

M. Susan Geise, Member

MFPE Field Representative

James McCormick, Chair

Chapter Rep

Paulette DeHart, Clerk and Recorder

ATTEST

Schedule A: FY`20 Wages

	Entry Level Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Position Titles
							5%	
Grade	85%	87.50%	90%	92.5%	95%	97.5%	100%	
1	11.12	11.45	11.78	12.11	12.43	12.76	13.09	Custodian
2	11.68	12.02	12.37	12.71	13.05	13.40	13.74	
3	12.26	12.62	12.99	13.35	13.71	14.07	14.43	
4	12.88	13.26	13.63	14.01	14.39	14.77	15.15	
5	13.52	13.92	14.32	14.71	15.11	15.51	15.91	
6	14.20	14.61	15.03	15.45	15.87	16.28	16.70	
7	14.91	15.35	15.78	16.22	16.66	17.10	17.54	
8	15.65	16.11	16.57	17.03	17.49	17.95	18.41	Laborer
9	16.43	16.92	17.40	17.88	18.37	18.85	19.34	
10	17.26	17.76	18.27	18.78	19.29	19.79	20.30	
11	18.12	18.65	19.19	19.72	20.25	20.78	21.32	
12	19.03	19.58	20.14	20.70	21.26	21.82	22.38	
13	19.98	20.56	21.15		22.33		23.50	Equipment Operator Mechanic
14	20.98	21.59	22.21	22.83	23.44	24.06	24.68	
15	22.02	22.67	23.32		24.62		25.91	Lead Equipment Operator/District Operator Lead Mechanic Sign Technician

Pay Rules FY`20:

1. The Road and Bridge pay matrix will be multiplied by 2.4%, effective June 23, 2019 based on approval from the Lewis and Clark County Commission.
2. Employees working four (4) or more hours in a higher paid classification shall receive the higher pay for the entire shift.
3. Lewis and Clark County agrees that should the regular, full-time staff level fall below the current 20 employees, temporary/seasonal employees will not be hired.
3. The two mechanics and the shop leadworker will receive a tool allowance of \$.25 per hour paid with each pay day.
4. The EMPLOYER will make a lump sum longevity payment to each eligible Regular and Seasonal status employee. Longevity will be paid according to terms and conditions described in Schedule B. The longevity payments will become effective in the fiscal year that includes the employee's six (6) year anniversary. The initial payment for full time employees shall be \$600 and payments will increase by \$100 for each additional year of service.

5. If the Board of County Commissioners authorizes a step for non-represented employees, bargaining unit employees who have not reached the final step in their pay grade will receive a step on their anniversary date OR in the first pay period in the new calendar year if their position has received a market adjustment during the time they have held the position.
6. Health plan contribution and Wellness contribution will be set according to the amount determined by Board of County Commissioners and applied to non-represented County employees.
7. The County will implement any market adjustments authorized by the Board of County Commission in the first pay period of 2020.

Pay Rules FY'21

1. Matrix will be multiplied by percentage determined by Board of County Commissioners and applied to non-represented County employees.
2. If the Board of County Commissioners authorizes a step for non-represented employees, bargaining unit employees who have not reached the final step in their pay grade will receive a step on their anniversary date OR in the first pay period in the new calendar year if their position has received a market adjustment during the time they have held the position.
3. Health plan contribution and Wellness contribution will be set according to the amount determined by Board of County Commissioners and applied to non-represented County employees.
4. There are no market adjustments.
5. All other pay provisions remain the same as described for FY'22 and FY'23.

Schedule B: Longevity Schedule

Years	Annual Amt	Per Pay Period
6	\$600	23.08
7	\$700	26.92
8	\$800	30.77
9	\$900	34.62
10	\$1,000	38.46
11	\$1,100	42.31
12	\$1,200	46.15
13	\$1,300	50.00
14	\$1,400	53.85
15	\$1,500	57.69
16	\$1,600	61.54
17	\$1,700	65.38
18	\$1,800	69.23
19	\$1,900	73.08
20	\$2,000	76.92
21	\$2,100	80.77
22	\$2,200	84.62
23	\$2,300	88.46
24	\$2,400	92.31
25	\$2,500	96.15
26	\$2,600	100.00
27	\$2,700	103.85
28	\$2,800	107.69
29	\$2,900	111.54
30	\$3,000	115.38
31	\$3,100	119.23
32	\$3,200	123.08
33	\$3,300	126.92
34	\$3,400	130.77
35	\$3,500	134.62

Effective July 1, 2003

Employees may elect to remain on the bi-weekly longevity payment schedule or convert their longevity to a lump sum. The lump sum payment is made during a non payroll week, either at the end of November of the first of December, depending on when payroll falls. Current members of the unit will be able to make a one-time election to go to lump sum or remain on bi-weekly longevity. **All individuals hired after July 1, 2003 will be on the lump sum longevity plan.**

The longevity payments will become effective in the fiscal year that includes the employee's six (6) year anniversary and continuing for each year thereafter as long as the employee maintains unbroken service with the EMPLOYER. The initial payment for full time employees shall be \$600 and payments will increase by \$100 for each additional year of service. The schedule extends without limit on the number of years or annual amount.