

AGREEMENT

between

The City of Dillon

and

Dillon City Employees

Local #7774 of the Montana
Federation of Public Employees

July 1, 2019 - June 30, 2022

AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of Sept. 2019 and is in effect from July 1, 2019 through June 30, 2022, by and between the City of Dillon, Montana, hereinafter referred to as the Employer, and the Dillon City Employees Local #7774 of the Montana Federation of Public Employees (hereinafter referred to as the Association). The purpose of the Agreement is to promote and improve a means of amicable and equitable adjustment of any and all differences or grievances, which may arise between the parties hereto, and which the parties believe will provide a more efficient, progressive public service. Throughout this Agreement, the Mayor or his/her representative(s) will hereinafter be referred to as the Administration.

In consideration of the mutual covenants herein set forth, the Employer and the Association agrees and shall be bound as follows:

ARTICLE I - RECOGNITION

The Employer recognizes the Association as the exclusive representatives for all permanent employees of the City of Dillon in the Water and Sewer, Street, and Alley, Cemetery, Parks, Animal Control, Senior Citizens/Bus, Deputy City Clerk, and Water Clerk, Judicial Secretary, and Police Secretary Departments for the purpose of collective bargaining with respect to wages, hours of employment, fringe benefits, and other conditions of employment. All elected officials, appointed officials, library staff, part time employees who are less than .5 FTE (less than half time) on a regular basis, temporary staff, seasonal workers, and sworn police officers of the City of Dillon shall not be part of the bargaining unit.

ARTICLE II - NON-DISCRIMINATION

The Employer agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Association. The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, sex, sexual orientation or religion.

The Employer will grant reasonable leave of absence as determined by the Administration or reasonable time during duty hours to employees whenever required in the performance of duties of "duty authorized representatives of the Association," with the approval of the Administration which approval shall not unreasonably be withheld.

ARTICLE III - MANAGEMENT RIGHTS

Subject to the leave of the State of Montana, the Employer reserves the right to hire, lay-off, promote, transfer, discharge for cause, maintain discipline, require observation of the Employer's rules and regulations, maintain efficiency of employees, direct the working forces, and schedule work shifts. Work conduct and operations will be in compliance with the Dillon Personnel Policy Manual. The retention of these management rights by the City does not preclude any employee from filing a grievance.

ARTICLE IV - WORKING CONDITIONS

A. WORK DAY / WEEK - WORK PERIOD - SHIFT ROTATION

1. A workweek shall be forty (40) hours. A workday will be eight (8) hours.
2. Normal work hours are 8am to 5pm Monday through Friday. The workweek is defined as 12:00am Sunday morning through 11:59pm Saturday night. Alternate work schedules may be allowed by mutual agreement between the City and employees. The total regular hours in all work periods in a calendar year may not exceed two thousand and eighty (2080) hours per employee.
3. Employees shall have the right to exchange on-call when the exchange does not interfere with the best interest of the City and when the exchange has been approved by the Administration. On-call may not be exchanged unless mutually agreed to by the Administration and the employee.

B. SEPARATIONS

1. Employees who voluntarily terminate their service will be furnished, upon request, a letter stating their classification and length of service. A letter of suspension, demotion, reduction in pay or dismissal for disciplinary reasons shall also be given to the employee. This provision shall not apply to probationary employees.
2. Employees voluntarily terminating their service shall provide the Administration with no less than two (2) weeks-notice.

C. Employer agrees to comply with any obligation with the Association under Bonner School District No. 14 v Bonner Education Association, 2008 MT 9, to the extent applicable.

D. Employees covered by the terms of this Agreement shall not be required to become members of the Association.

E. Upon written request from the Association, the Employer shall provide a list of employees in the bargaining unit to the Association's designated representative on a monthly basis until such notice is given to no longer forward the list.

F. DUES ASSIGNMENT

The Employer agrees to accept and honor an employee's voluntary written assignment of wages for payment of Association dues, as specified in amount by the Association. The Association agrees that all deductions, and any future changes, will be consistent and uniform for all members covered by this Agreement.

The aggregate deduction will be remitted, together with an itemized list of individual employee names, contributions, and addresses of record 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.

Indemnification-The Association shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability

(monetary or otherwise) and for all reasonable costs for counsel that shall arise out of or by any reason of action taken or not taken by the City on account of any check off of Association dues.

G. CITIZEN COMPLAINTS

Upon receiving a complaint by a citizen regarding a city employee, the mayor shall be notified immediately of said complaint. The Administration shall undertake an investigation of said complaint. Another represented employee with the City of Dillon shall not do the investigation.

ARTICLE V - HOLIDAYS

Employees shall be granted legal state holidays as determined by MCA § 1-1-216 without the loss of pay. In addition, the Friday following Thanksgiving will also be recognized as a holiday with pay.

- January 1 - New Year's Day
- Third Monday in January - Martin Luther King Day
- Third Monday in February - President's Day
- Last Monday in May - Memorial Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- Second Monday in October - Columbus Day
- Every day in which a General Election is held throughout the State of Montana
- November 11 - Veterans' Day
- Fourth Thursday in November - Thanksgiving Day
- Friday after Thanksgiving
- December 25 - Christmas Day
- Every day, or part thereof, declared a legal holiday by the President, Governor or Mayor

If a holiday falls on a Saturday, the Friday preceding is observed as a holiday. If a holiday falls on a Sunday, the following Monday is observed as the holiday.

ARTICLE VI - LEAVES

A. ANNUAL LEAVE

1. Annual vacation leave will be granted in accordance with the provision of state law. Each full-time employee is entitled to and shall earn vacation credits from the first full pay period of employment as a full-time city employer. For calculating vacation leave credits, two thousand eighty (2,080) hours (52 weeks X 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees

are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. Vacation leave credits shall be earned in accordance with the following schedule:

- a. From the first full pay period through ten (10) years of employment at the rate of fifteen (15) working days per year.
 - b. After ten (10) years through fifteen (15) years of employment at the rate of eighteen (18) working days per year.
 - c. After fifteen (15) years through twenty (20) years of employment at the rate of twenty-one (21) working days per year.
 - d. After twenty (20) years of employment at the rate of twenty-four (24) working days per year.
2. An employee who voluntarily terminates his/her employment with the Employer after six (6) months of service shall be entitled upon the date of such termination to cash compensation for unused vacation leave.
 3. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum numbers of days earned annually as of the last day of any calendar year. In any case, no employee shall carry more than two (2) times the maximum number of days earned annually from one calendar year into the next calendar year.
 4. If a holiday(s) occurs during a period in which an employee takes vacation, the holiday(s) shall not be charged against the employee's annual vacation leave and will be compensated in a manner provided by law.
 5. Vacation leave shall not accrue during a leave of absence without pay, which exceeds fifteen (15) calendar days.
 6. In the event of the death of an employee, unused vacation time shall be paid to the employee's heirs(s) at the employee's current rate of pay.
 7. The Employer shall keep records of vacation leave allowances. The Employer shall prepare and maintain monthly reports, on forms provided for such purposes, showing the number of days accumulated and taken for vacation leave for each employee. Such reports shall be easily accessible to the employees.
 8. The following will govern vacation leave requests. From Jan 1 to Mar 31, in order of seniority, employees may put in for up to two-week blocks of time off during the calendar year. From Mar 31 to end of year, vacation leave requests will be approved on a first-come-first-served basis. Seniority breaks tie if two or more put in at the same time for the same time off.
 9. Vacation time may be taken on a split vacation basis. If the Employer approves a split vacation for a senior employee, no employee holding less seniority shall suffer the loss of his/her first choice because of the second half of the senior employee's vacation choice.

10. Leave of absence without pay may be used to extend regular vacation with prior approval of the Employer. All requests for a leave of absence, except for sick leave, must be submitted to the Employer at least forty-eight (48) hours prior to the date of the requested leave.

B. SICK LEAVE

1. Each full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, two thousand eighty (2,080) hours (52 weeks X 40 hours) shall equal one (1) year. Sick leave credits totaling eight (8) hours for each pay period earned during a pay period shall be credited to the employee at the end of each pay period. Sick leave credits may be accumulated without restrictions as to the number of days.
2. Employees are not entitled to be paid for sick leave under the provisions of this Agreement until they have been continuously employed for ninety (90) calendar days. Upon completion of the ninety (90) day qualifying period, the employee is entitled to the sick leave credits he/she has earned.
3. An employee who voluntarily terminates his/her employment with the Employer is entitled to a lump sum payment equal to one fourth (1/4) of the pay attributed to his accumulated sick leave. The pay attributed to his/her accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time of termination. An employee who received such a lump sum payment and who is again employed by the employer shall not be credited with any sick leave for which he/she has previously been compensated.
4. Employees will not accrue sick leave credits during a leave of absence without pay that exceeds fifteen (15) calendar days in duration.
5. Absence from employment by reason of illness shall not be chargeable against unused vacation credits unless approved by the employee.
6. Any holiday(s) that falls during a period when an employee is on sick leave will not be charged against the employee's sick leave credits and will be compensated in the manner provided by law.
7. In the event an illness in an employee's immediate family requires his/her attendance, he/she may use sick leave with approval of the Administration.
8. Illness that occurs during an employee's vacation may be charged to accumulated sick leave.
9. For the purpose of this Agreement, immediate family is defined as and will include the following relatives; spouse, children, parents, brother, sister, parents-in-law, brothers-in-law, sisters-in-law, or grandparents. Special circumstances will be handled and approved on a per case basis by the Administration.

C. FUNERAL LEAVE

Employees shall be allowed leave with pay because of death in the employee's immediate family with the approval of the Administration. Such leave shall not exceed five (5) working days per death and such leave shall be charged against accumulated sick leave.

D. MILITARY LEAVE

Any permanent employee shall be granted a leave of absence with pay not to exceed fifteen (15) working days per calendar year for attending regular encampments, training cruises, or similar training programs, under military order properly issued by military authorities. Such absences shall not be charged against other leave credits earned by the Employer. To qualify for military leave, an employee must have been employed by the Employer as a full-time employee for a period of six (6) months.

E. WITNESS AND JURY DUTY LEAVE

1. Each employee who is under proper summons as a juror or witness shall be granted leave of absence with pay. Such employee(s) shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office of the Employer. However, if an employee elects to charge his/her juror time or witness time off against his/her annual vacation leave he/she shall not be required to remit his fees to the Employer. In no instance is an employee required to remit to the Employer any expense or mileage allowance paid him/her by the Court.
2. The Employer may request the court to excuse its employees from jury duty if they are needed for the proper operation of the Department.

F. LEAVE WITHOUT PAY

The Employer, upon written request by the employee, may grant a leave of absence without pay. The request shall state the reason for the leave and the approximate length of time off the employee desires, up to twelve (12) months. This leave may be extended at the discretion of the Employer.

ARTICLE VII - HEALTH, SAFETY, AND WELFARE

A. HEALTH INSURANCE

1. Effective the first payroll after approval of this Agreement by the City Council, the Employer shall contribute up to the following monthly amounts for the health insurance premium for its employees:

	Total	Employee Pays	Employer Pays
Employee	\$ 665.00	\$ 60.60	\$ 604.40
Couple	\$1330.00	\$120.90	\$1,209.10
Family	\$1,829.00	\$166.40	\$1,662.60
Employee/dependent	\$1,164.00	\$106.05	\$1,057.95

2. For the balance of the term of this Agreement, Employer agrees to provide group health insurance for employees pursuant to the Employee Benefit Program Agreement as of July 1, 2019 between the Montana Municipal Interlocal Authority, as Authority, and City of Dillon and the Group Election Form (Bridger Plan).
3. Any increase in actual insurance premiums will be split between the between the employer and employee by the following percentages: Employer ninety percent (90%) and employee ten percent (10%).
4. The Employer shall pay one hundred percent (100%) of the employee's life insurance premium.
5. If there is a change in the law or the insurance carrier makes changes that are beyond the control of the City, the City agrees to meet and negotiate implementation of the changes. If there is a change in the law that causes the City to no longer pay for employee insurance, the Employer and union shall meet and negotiate a new provision that converts the cost of this benefit to other wages and/or benefits.

B. INDUSTRIAL ACCIDENT INSURANCE

The health and safety of all employees shall be reasonably protected while in the service of the Employer. The Employer shall carry Worker's Compensation coverage on its employees. Employees are directed to report all personal injuries received in their course of employment to the Employer.

C. EQUAL COMPENSATION

If an employee loses time because of an injury sustained in their course of employment for which he/she qualifies for compensation under the Worker's Compensation Act, he/she shall receive a payment from the City, which together with the amount of workers compensation payment, will equal his/her normal pay. The Employer shall pay the difference between the amount of workers compensation and his/her regular salary until the employee's disability has ceased, as determined by Worker's Compensation, or for a period of one (1) calendar year, whichever occurs first. The total amount to be received by the injured employee is the sum of the worker's compensation payment plus an amount from the City to provide the injured employee his normal pay. The City's contributed amount will be deducted from the employee's accumulated sick leave or vacation leave or compensatory time, whichever the employee chooses, provided that none of the employee's leave bank(s) shall fall below forty (40) hours and the total maximum amount that will be deducted from the employee is forty (40) hours. The provisions of this paragraph notwithstanding, nothing contained herein shall be construed to limit the Employer's cause of action for reimbursement of the sum it has paid to an employee as compensation against any third party against whom the employee has a cause of action for the injury which necessitated the payments by the Employer, or against an employee who has successfully prosecuted such a cause of action. The Employer's reimbursement shall equal the amount of compensation recovered by the employee less a pro rata share of the cost of the cause of action.

ARTICLE VIII - SENIORITY

- A. All relative factors being equal, such as ability, experience, and competency, the principle of seniority shall prevail in layoffs, scheduling of vacations, job openings, and vacancies.
- B. All relative factors being equal, such as rank, ability, experience, and competency, the employee last hired shall be the first released. All employees who are scheduled to be laid off shall be given at least thirty (30) working days notice. All recalls to employment shall likewise be that the last employee or employees released as a result of a reduction shall be first rehired. The Employer shall notify such employee or employees by certified mail of its intent to rehire them. If such employee or employees fail to notify the Employer within five (5) working days of his/her intention to return to work, the employee or employees shall be considered as having forfeited the right to re-employment.

ARTICLE IX - GRIEVANCE PROCEDURE

Employees are allowed to use the grievance procedure without penalty, harassment or retaliation for doing so. Each grievance will be fully processed until the employee receives a satisfactory decision/explanation or until the employee's right of appeal is exhausted.

- A. An employee shall be selected by the Association to act as the Association's representative, and shall constitute the Association's grievance committee chairman
- B. No employee at any stage of the grievance procedure shall be required to meet with any administrator without Association representation.
- C. If a grievance arises from the action of authority higher than that of the Director of Operations, the association may present such grievance at the appropriate step of the grievance procedure.
- D. A grievance shall mean a complaint by an employee that there has been a violation, misinterpretation, or misapplication of the provisions of the Agreement.
- E. Departure from the established grievance procedure by the Employer shall cause the grievance to proceed to the immediately following step. Departure from the established procedure by the Association shall, at other than the first step, cause the grievance to proceed to the immediately following step. Departure from the established procedure by the Association at the first step shall nullify the grievance.
- F. Any action taken by the Employer or any action of the Employer which causes or may cause physical harm to an employee or employees or causes an employee or employees harm either financially or with employment status, that is subsequently found to have been inappropriate, shall be promptly corrected, and the employee or employees shall be furnished retroactive relief to the extent of the injuries suffered.
- G. For purposes of this article "working day" shall mean Monday through Friday, excluding Holidays.
- H. The parties herein, agree that, informal discussion can be beneficial and is encouraged. However, if the absence of or inability of such discussion to resolve a problem exists, any grievance of dispute which may arise between the parties, including the application, meaning or interpretation of the Agreement, shall be settled in the following manner:

STEP I

The grievance shall be discussed with the employee's supervisor within ten (10) working days of the alleged violation. The supervisor shall respond to the grievant within five (5) working days.

STEP II

Should the reply of the supervisor be unsatisfactory, the Association, on behalf of the grievant shall, within ten (10) working days from the receipt of the response form the supervisor, take up the matter with the Mayor of Dillon. The Mayor or his/her designee will submit his/her decision in writing to the Association grievance committee within ten (10) working days. The parties may mutually agree to a meeting of the grievant, the Association and the Mayor to discuss the grievance before the Mayor's response.

STEP III

If the reply of the Mayor be unsatisfactory, the Association shall notify the Mayor within ten (10) working days of its decision to submit this controversy to arbitration. There upon, within ten (10) working days after such written notice is delivered to the Mayor, the Mayor and the Association shall jointly request the Board of Personnel Appeals, Department of Labor and Industry, State of Montana, to supply both parties with an identical list of names and addresses of five (5) persons who have indicated a desire to provide services as arbiters. The Association and the Mayor shall, within ten (10) working days of the receipt of such list, meet and by alternately striking names from the list, select the arbiter by requesting the services of the last name remaining on the list. The arbiter so chosen will be contacted by both parties within ten (10) and be asked to start proceeding at his/her earliest possible date. During the proceedings, the arbiter shall be provided with all evidence thus far obtained and shall hold a hearing to determine facts. The arbiter shall be requested to render a decision within thirty (30) days, and such decision shall be final and binding upon both parties. The arbiter shall have no authority to alter in any way the terms of the Agreement. The arbiter shall notify both parties of his/her decision in writing. The Employer and the Association shall share expenses for the arbiter's service equally.

- I. It is understood by both parties to this stated Agreement that an appointed authority may be replaced by any titled position in the above state grievance procedure, providing that such appointee shall have full authority to act in the capacity of the person being replaced.
- J. It is agreed that any deadline mentioned above in the grievance procedure, may by mutual agreement of the Employer and the Association, be extended for a specific number of days.

ARTICLE X - COMPENSATION

A. SALARIES AND WAGES

Conditions relative to and governing wages and salaries are contained in Addendum "A" of this Agreement, which is attached by this reference and made a part hereof as though fully set forth herein. Effective the first payroll after approval of this Agreement by the City Council, current employees will be placed at the following Steps:

	<u>Grade</u>	<u>Step</u>	<u>2018/2019</u>	<u>Grade</u>	<u>Step</u>	<u>2019/2020</u>	<u>Grade</u>	<u>Step</u>	<u>2020/2021</u>	<u>Grade</u>	<u>Step</u>	<u>2021/2022</u>
Armstrong, Diane	3	3	\$29,284.56	3	5	\$29,873.18	3	7	\$30,473.63	3	9	\$31,086.15
Devers, Danny	5	8	\$36,815.47	6	3	\$38,310.32	6	5	\$39,080.36	6	7	\$39,865.88
Dumke, Rob	5	1	\$34,338.45	5	3	\$35,028.65	5	5	\$35,732.73	5	7	\$36,450.96
Gracia, Sandy	6	3	\$38,310.32	6	5	\$39,080.36	6	7	\$39,865.88	6	9	\$40,667.18
Gutcheck, Nick	4	2	\$31,710.98	4	4	\$32,348.37	4	6	\$32,998.58	4	8	\$33,661.85
Johnson, Jason	8	4	\$46,283.04	8	6	\$47,213.33	8	8	\$48,162.32	9	1	\$49,130.38
Merenz, Glenn	3	1	\$28,707.54	3	3	\$29,284.56	3	5	\$29,873.18	3	7	\$30,473.63
Roder, Stan	5	7	\$36,450.96	5	9	\$37,183.62	6	2	\$37,931.01	6	4	\$38,693.43
Roundy, Stacey	5	9	\$37,183.62	6	2	\$37,931.01	6	4	\$38,693.43	6	6	\$39,080.36
Tyler, Mike*	3	3	\$29,284.56	3	7	\$30,476.63	3	9	\$31,086.15	4	2	\$31,710.98

*probationary employee. He will receive two steps for 19-20 and an additional two steps for the successful completion of the probationary period in 19-20. This is pursuant to Addendum A.

B. OVERTIME, COMPENSATORY TIME, ON-CALL, AND CALL-OUT

1. Employees requested to work in excess of their regularly scheduled forty (40) hours in any work week, as the same is defined in Article IV above, shall be compensated for the actual time worked at the rate of one and one-half (1.5) times the employee's regular rate of pay. Any compensatory time taken during the week will not count towards hours worked for the purpose of computing overtime.
2. Employees may choose to accrue compensatory time in lieu of overtime pay. Compensatory time is accrued at the rate of one and one-half (1.5) times the overtime hours worked. Compensatory time may be accrued up to a cap of eighty (80) hours. Any overtime worked will be paid out at time and one half (1.5) when an employee's compensatory accrual bank is at the eighty (80) hour cap. Any employee with compensatory hours in excess of the eighty-hour (80) cap as of July 1 will have until November 30 to use the excess hours. Any hours over the eighty-hour (80) cap on November 30 will be cashed down to the eighty-hour (80) cap. Time may be flexed in the workweek by mutual consent of the employee and management.
3. Water Department employees are on-call for alternating seven (7) day periods. Each employee shall be compensated a flat rate of two-hundred and fifty dollars (\$250) per month for being on-call. If called-out, B.5. below shall apply.
4. Water Department employees shall be compensated for regularly scheduled required weekend work at the rate of four (4) regular hours on Saturdays and four (4) regular hours on Sunday and at the rate of eight (8) hours for coming in on holidays in addition to holiday pay.
5. Employees called back to work from off duty shall be paid for a minimum of at least one (1) hour at the rate of one and one-half (1.5) times the employee's regular rate of pay. Partial hours shall be rounded off to the next full hour.

C. TRAINING

Employees required to attend any training designated as mandatory by the Employer or the Administration shall be compensated at one and one half (1.5) times the employee's regular rate of pay, unless the training occurs during the employee's shift.

D. REIMBURSABLE EXPENSE

Employees required to use personal funds or automobiles in the performance of their duties shall be reimbursed for per diem and mileage at the rates provided for state employees by 2-18-501 through 503, M.C.A. and as given in the City of Dillon Personnel Policy Manual.

E. CLOTHING ALLOWANCE

The Employer shall furnish a maximum sum of two hundred fifty dollars (\$250.00) per year as a clothing allowance to all uniformed employees other than probationary employees for the purchase of coveralls, gloves, and other needed apparel. The allowance shall be paid as a reimbursement upon an employee presenting a receipt for a purchased item.

ARTICLE XI - DEPARTMENT ORGANIZATION

A. For the purposes of this agreement the City is divided into the following departments:

1. Water and Sewer
2. Street and Alley
3. Cemetery
4. Parks
5. Animal Control
6. Senior Citizens/Bus
7. City Hall
8. Judicial
9. Police

B. The immediate supervisor for the Water and Sewer, Street and Alley, Cemetery, Parks, Animal Control, and Senior Citizens/Bus shall be in the Director of Operations.

C. The immediate supervisor for the Deputy City Clerk and the Water Clerk shall be the City Clerk.

D. The immediate supervisor for the Judicial Clerk shall be the City Judge.

E. The immediate supervisor for the Police Administration Secretary shall be the Chief of Police.

- G. Aside from the Judicial Clerk, all employees will be responsible for taking orders from only the Mayor or the immediate supervisor of each department.
- H. Disciplinary action deemed necessary by the employee's supervisor or the Mayor shall be held in private with the employee and handled in such a manner so as not to endanger or discredit the employee in the presence of his/her co-workers.

ARTICLE XII - TERMINATION AND RENEWAL

- A. This agreement, including all addenda, shall remain in full force and effect from the 1st day of July 2019 to the 30th day of June 2022, and shall renew itself thereafter, unless either party shall notify the other in writing at least thirty (30) days prior to the expiration date that they desire to terminate, amend, or modify the Agreement.
- B. In the event such notice is given, the parties agree to begin negotiations not less than thirty (30) days prior to the expiration date.

ARTICLE XIII

Both parties acknowledge that this agreement can only come into full force and effect after it is approved by the City Council of the City of Dillon, and it has no force and effect until it is so approved.

ARTICLE XIV

If any provision of this Agreement is finally held to be contrary to law, then such provision shall be deemed invalid, to the extent required by such decision, but all other provisions shall continue in full force and effect. If such provisions exist which are so held, at the request of either party, negotiations shall immediately commence in order to alter said sections.

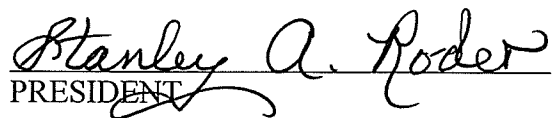
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the date first above written.

THE CITY OF DILLON

MFPE DILLON CITY
EMPLOYEES



MAYOR



PRESIDENT

ATTEST:



NEGOTIATIONS MEMBER



Addendum A

Effective July 1, 2019 employees will receive a two-step increase each July 1st for the duration of the negotiated agreement, except Danny Devers who will receive an additional two-step increase on July 1, 2019. New employees hired after July 1, 2019 will be placed on the step and grade based upon experience determined in the sole discretion of the Employer, provided the minimum step and grade for new hires will be at least Grade 1 Step 1. After successful completion of one-year probation, new employees will be re-evaluated, and the salary adjusted up to a maximum of two steps at the discretion of the Employer, provided the minimum step and grade for new employees after successful completion of one-year probation will be at least Grade 1, Step 3.

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Grade 1	\$24,000.00	\$24,240.00	\$24,482.40	\$24,727.22	\$24,974.50	\$25,224.24	\$25,476.48	\$25,731.25	\$25,988.56
Grade 2	\$26,248.45	\$26,510.93	\$26,776.04	\$27,043.80	\$27,314.24	\$27,587.38	\$27,863.25	\$28,141.89	\$28,423.31
Grade 3	\$28,707.54	\$28,994.61	\$29,284.56	\$29,577.41	\$29,873.18	\$30,171.91	\$30,473.63	\$30,778.37	\$31,086.15
Grade 4	\$31,397.01	\$31,710.98	\$32,028.09	\$32,348.37	\$32,671.86	\$32,998.58	\$33,328.56	\$33,661.85	\$33,998.47
Grade 5	\$34,338.45	\$34,681.84	\$35,028.65	\$35,378.94	\$35,732.73	\$36,090.06	\$36,450.96	\$36,815.47	\$37,183.62
Grade 6	\$37,555.46	\$37,931.01	\$38,310.32	\$38,693.43	\$39,080.36	\$39,471.16	\$39,865.88	\$40,264.53	\$40,667.18
Grade 7	\$41,073.85	\$41,484.59	\$41,899.44	\$42,318.43	\$42,741.61	\$43,169.03	\$43,600.72	\$44,036.73	\$44,477.10
Grade 8	\$44,921.87	\$45,371.08	\$45,824.80	\$46,283.04	\$46,745.87	\$47,213.33	\$47,685.47	\$48,162.32	\$48,643.94
Grade 9	\$49,130.38	\$49,621.69	\$50,117.90	\$50,619.08	\$51,125.27	\$51,636.53	\$52,152.89	\$52,674.42	\$53,201.17
Grade 10	\$53,733.18	\$54,270.51	\$54,813.21	\$55,361.35	\$55,914.96	\$56,474.11	\$57,038.85	\$57,609.24	\$58,185.33
Grade 11	\$58,767.18	\$59,354.86	\$59,948.40	\$60,547.89	\$61,153.37	\$61,764.90	\$62,382.55	\$63,006.38	\$63,636.44
Grade 12	\$64,272.80	\$64,915.53	\$65,564.69	\$66,220.33	\$66,882.54	\$67,551.36	\$68,226.88	\$68,909.15	\$69,598.24
Grade 13	\$70,294.22	\$70,997.16	\$71,707.13	\$72,424.20	\$73,148.45	\$73,879.93	\$74,618.73	\$75,364.92	\$76,118.57
Grade 14	\$76,879.75	\$77,648.55	\$78,425.04	\$79,209.29	\$80,001.38	\$80,801.39	\$81,609.41	\$82,425.50	\$83,249.76
Grade 15	\$84,082.25	\$84,923.08	\$85,772.31	\$86,630.03	\$87,496.33	\$88,371.29	\$89,255.01	\$90,147.56	\$91,049.03