

AGREEMENT

This Agreement is made and entered into this 19th day of July, 2021 by and between the City of Lewistown, Montana hereinafter referred to as the "Employer" and the MONTANA FEDERATION OF PUBLIC EMPLOYEES, hereinafter referred to as the "Association."

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana statutes, this Agreement has as its purpose the promotion of harmonious relations between the EMPLOYER and the ASSOCIATION; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and fringe benefits, employee safety, and other conditions of employment.

WITNESSETH ARTICLE I - DEFINITIONS

Section 1 - City: The term "City" means City of Lewistown, Montana, its elected officials, or representatives of the City Commission.

Section 2 - Association: The term "Association" means the Montana Federation of Public Employees, City of Lewistown unit.

Section 3 - Days: When referring to time limitations in the Agreement, days shall mean calendar days, unless otherwise stated.

Section 4 - Regular Full Time Employee - An employee who has satisfactorily completed the probationary period and works generally forty (40) hours per week and is eligible for all employee benefits.

Section 5 - Regular Part Time Employee - An employee who has satisfactorily completed the probationary period and works generally less than forty (40) hours per week and is eligible for limited benefits on a prorated basis.

Section 6 - Temporary Employee - An employee who works on a regular or irregular basis for a specified period of time, not to exceed twelve (12) months, and whose employment is terminated at the end of the work period. A temporary employee may be eligible for limited benefits after completion of the qualifying period.

Section 7 - Seasonal Employee - An employee who, on a regular or irregular basis, performs seasonal work not to exceed six (6) months.

Section 8 - Short Term Employee - A Short Term employee is one who works for short periods of time, not to exceed ninety (90) days in any continuous twelve (12) month period and is not eligible to earn leave, holiday, or group insurance benefits.

ARTICLE II - RECOGNITION

Section 1 - The Employer recognizes the Association as the sole and exclusive bargaining agent for employees of the City of Lewistown, Montana: Public Works Department, Waste Water Treatment Plant, City Office, City Library, and Recreation Department and including but not limited to all job titles contained in Addendum "B" of this Agreement.

Section 2 - Exclusions include all supervisors such as Public Works Director, Superintendent of Operations, Treatment Plant Chief Operator, City Clerk, City Treasurer, Recreation Department Director, and Library Director. Exclusions also include other Departments such as Police Department, Fire Department, Planning Department, and Swimming Pool as well as seasonal, temporary, and short-term employees.

ARTICLE III - ASSOCIATION SECURITY

Section 1 - The Employer agrees to accept and honor an employee's voluntary written assignment designating a specified amount of wages or salaries due and owing as Association dues or equivalent contribution. All employees covered by this agreement who have not made application for membership in the Association may consent to pay to the Association an amount equal to the Association dues as a contribution towards the administration of the Agreement.

Section 2 - Upon written authorization of any employee within the bargaining unit, the Employer shall deduct from the pay of the employee the monthly amount of dues as certified by the Association Secretary and shall deliver dues to the MFPE, 1232 East 6th Avenue, Helena, MT 59601.

Section 3 - In the event that the Association designates a member employee to act in the capacity as official spokesperson for the Association on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 4 - A written list of the accredited Officers and Representatives of the bargaining unit shall be furnished to the Employer immediately after their election and the Employer shall be notified of any changes of said Officers or Representatives within seven (7) days.

ARTICLE IV - NON-DISCRIMINATION

Section 1 - The Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "duly authorized representatives of the Association", provided necessary manpower is available to cover shifts.

Section 2 - It is recognized that employees representing the Association for the purpose of negotiations or serving on the Labor/Management Committee are acting on behalf of the Association and its members, not in their capacity as employees of the Employer. However, employees representing the Association in these activities shall be given sufficient time during duty hours, without loss of pay or other benefits, to perform their duties.

Section 3 - The parties further agree that each will fully comply with applicable laws and regulations regarding discrimination against any application for employment or any application for Association membership because of a person's race, religion, color, national origin, age, sex or handicap.

ARTICLE V - MANAGEMENT RIGHTS

Section 1 - Rights of the City. The Association recognizes that the Employer 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. The Association further agrees that all management rights, functions, and prerogatives not expressly delegated in this Agreement are reserved to the City.

Section 2 - Management Rights. Public employees and their Representatives shall recognize the prerogatives of the City to operate and manage its affairs in such areas as, but not limited to:

- a. Direct employees;
- b. Hire, promote, transfer, assign and retain employees;
- c. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be ineffective or unproductive;
- d. Maintain the efficiency of government operations;
- e. Determine the methods, means, job classifications, and personnel by which the government operations are to be conducted;
- f. Take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency;
- g. Establish the methods and processes by which work is performed.

Section 3 - Effective Laws, Rules, and Regulations. The parties recognize the right, obligation, and duty of the Employer, and its duly designated officials, to promulgate rules, regulations, directives, and orders from time to time as deemed necessary in so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. All terms of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of the State and Federal governmental agencies.

Further, the Association specifically adopts the Personnel Handbook of the City of Lewistown which constitutes the Personnel Policies and Personnel Procedures in effect December 4, 2017 and any amendments thereto not in conflict with this Agreement. The Employer recognizes that no changes shall be made to the Personnel Policies or Personnel Procedures effective to the Bargaining Unit unless mutually agreed to by the Association. The Employer will notify the Association in writing of any changes made to the Personnel Policies, Personnel Procedures, rules, regulations, directives, and orders pertaining to employees during the duration of this Agreement. If the Association does not notify the Employer, in writing, of any objections to those changes within 30 calendar days such changes shall be deemed accepted by the Association. The Association will have 30 days from the date of ratification of this contract to review, comment, and voice objections on the Personnel Handbook approved December 4, 2017.

ARTICLE VI CONTRACTING & SUBCONTRACTING OF PUBLIC WORK

The Association recognizes that the City has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Association, nor to discriminate against any of its members.

ARTICLE VII - HOURS OF WORK

Section 1 - The normal full time work week is Sunday through Saturday, beginning and ending at midnight on Saturday and consisting of forty (40) hours. The normal full time employee work day shall consist of five (5) consecutive eight (8) hour days of work with an unpaid meal period at or near the middle of the work period not to exceed one (1) hour.

A Department may vary from the normal work week with a paid or unpaid meal period at or near the middle of the work period with the mutual approval of the employees in that Department and the City

Manager. Length of meal periods shall be determined by each Department's needs. Regularly scheduled paid meal periods are subject to prior approval of the City Manager.

Section 2 - A rest break of fifteen (15) minutes is provided near the middle of each half of the work period not broken by a meal period unless other arrangements have been made. Rest breaks will be taken at a time and place mutually agreed upon including the combining of rest breaks into one.

Section 3 - The work schedule for a designated work week will be established by the Employer. Employees will be given a twenty-four (24) hour notice prior to a change in the regular shift schedule.

Section 4 - All time worked in excess of forty (40) hours in any one work week shall be paid at the rate of one and one-half times the regular rate of pay. Overtime pay for non-exempt employees will be paid for all hours worked over forty (40) hours in a work week. Holidays, Sick Leave, and Vacation time are considered hours worked.

Section 5 - The Employer reserves the right to determine the number of employees that are required to work on Holidays. If an employee works on a Holiday as set forth in Article VIII, Section 1, the compensation will be either:

1. Payment of regular holiday pay eight (8) hours plus payment for each hour worked no more than eight (8) hours at the rate of one and one half (1 1/2) times the hourly rate.
2. Payment at the rate of one and one half (1 1/2) times the hourly rate plus an alternate day off, either one is given by mutual agreement between the Department Head and the employee.

Section 6 - All employees covered by the terms of this Agreement who are called back to work, not as an extension of the regular shift, or if an employee is called out on his/her regular scheduled day off, will be guaranteed a minimum of two (2) hours work or pay at one and one-half times their regular rate of pay. All hours worked in excess of two (2) hours during a call out shall be compensated at the one and one half (1 1/2) times the rate of pay. Each call out after returning from a 2 hour call shall be considered a separate call out under this Section. Call out on a holiday shall be a minimum of two (2) hours work or pay at two times their regular rate of pay. In the event the employee asks to be excused before the work is completed and the Supervisor excuses him/her, he/she will be paid only for the time worked at one and one half (1 1/2) times the regular rate of pay.

Section 7 - Each employee shall record their hours of work on the time record provided by the Employer. No employee shall work overtime without the prior authorization of their supervisor. Any hours worked as overtime shall be recorded to the nearest fifteen (15) minutes.

Section 8 - Upon written approval of the Department Head, an employee may trade shifts. Any employee desiring such a shift trade must request the trade in writing and signed by both of the employees involved in the trade. Each employee shall certify that no overtime exposure will accrue to the Employer as a result of the shift trade. Both employees must be in the same or similar job classification to enable the required work to be performed. Employees involved in the shift trade shall not suffer any loss of pay because of the trade.

Section 9 - Pay periods will be biweekly instead of semi-monthly. The pay week will begin on Sunday and end on Saturday for a two week period. The pay checks will be given out at 11:00 a.m. on the Thursday following the end of the pay period.

ARTICLE VIII - HOLIDAYS

Section 1 - Each full time and regularly scheduled part time employee shall receive straight time pay at their basic hourly rate for each of the following named holidays:

- New Year's Day - January 1
- Martin Luther King Birthday - Third Monday in January
- Presidents' Day - Third Monday in February
- Memorial Day - the last Monday in May
- Independence Day - July 4th
- Labor Day - the First Monday in September
- Columbus Day - the Second Monday in October
- Veterans' Day - November 11
- Thanksgiving Day - the Fourth Thursday in November
- Christmas Day - December 25
- Statewide General Election Day - When applicable

Section 2 - If any Holiday falls on Sunday, the Monday following is the holiday. Employees who are regularly scheduled to work Monday through Friday shall have off the Friday preceding a legal holiday falling on Saturday.

Section 3 - A full time or regularly scheduled part time employee, to be eligible for holiday pay, must be scheduled to work on the holiday and/or is in a pay status either the last regularly scheduled working day before and the first regularly scheduled working day after the holiday.

ARTICLE IX - VACATION

Section 1 - A full time employee earns paid vacation as follows:

	Days per year
1 day through 9 years	15
10 years through 14 years	18
15 years through 19 years	21
20 years and over	24

*Based on an eight (8) hour day

Section 2 - Each regular part time employee is entitled to prorated vacation benefits after working the qualifying period of six months.

Section 3 - Vacation credits may not be accrued to a total exceeding two times the maximum number of days earnable annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first 90 days of the next calendar year or be forfeited. Vacations are given for the benefit of the employee and cannot be converted to cash.

Section 4 - An employee terminating employment with the City will receive cash compensation for the unused vacation leave accrued provided the six month qualifying period has been worked.

Section 5 - Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds 15 days.

Section 6 - Absence from employment by reason of illness shall not be chargeable against annual vacation leave without the prior authorization of the employee.

Section 7 - Vacations must be approved by the Department Head considering the necessity to maintain sufficient workers in the Department to meet the needs of the public. The primary vacation, of a minimum of two weeks, shall be requested by March 31st of each calendar year and placed upon the vacation calendar in their Department. Vacation time may be split. Any conflict in schedules will be determined by Seniority. Vacation time requested after March 31st shall be on a first come first served basis. For vacations that exceed three (3) days, such requests must be submitted at least two weeks in advance.

Section 8 - Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on vacation, shall be earned by the employee and not charged as vacation.

Section 9 - Vacation charges and credits shall be charged to the nearest half hour.

ARTICLE X - SICK LEAVE

Section 1 - Sick Leave means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family. An employee may use sick leave credits for the following reasons:

- a. An employee's illness,
- b. Injury,
- c. Medical disability
- d. Maternity related disability, including prenatal care, birth, miscarriage, abortion or other medical care for either employee or newborn child,
- e. Quarantine resulting from contagious disease,
- f. Medical, dental or eye examination or treatment,
- g. Necessary care of or attendance to an immediate family member (or at the discretion of the department head, care of or attendance to another relative) for the above reasons until other attendance can be reasonably obtained,
- h. Death or funeral attendance for an immediate family member or, at the discretion of the City Manager, for another person.

Immediate family is defined as an employee's spouse, parent, child, and household dependents and all the same relatives of the employee's spouse. Sick leave utilized due to death in an employee's immediate family may be extended to include brothers, sisters, grandparents, grandchildren, and the same relatives of the employee's spouse. Sick leave utilized due to an illness in an employee's immediate family or other relative is limited to six (6) working days per year per family member but may be extended at the City Manager's discretion. The sick leave use restrictions in this agreement are superseded by the United State Family Medical Leave Act. The Family Medical Leave Act (FMLA or Act) provides specific benefits to employees. FMLA is intended to balance the demands of the workplace with the needs of families and to promote family stability, economic security and national interests in preserving family integrity (29 CFR 825.101)

Section 2 - 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, each full time employee will be credited with one (1) day per month up to twelve (12) working days per year for sick leave at regular pay. Proportionate sick leave credits shall be earned at the rate of twelve (12) working days per year of service without restriction as to the number of working days he/she may accumulate. However, an employee is not eligible to use sick leave credits until they have been continuously employed for ninety (90) days.

Section 3 - An employee may not accrue sick leave credits during a continuous leave of absence without pay, which exceeds fifteen (15) working days. Employees are not entitled to be paid for sick leave under the provisions of this article until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he/she has earned.

Section 4 - An employee who terminates employment with the City is entitled to a lump sum payment of one fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he/she terminates his/her employment with the City.

Section 5 - Donation of Sick Leave Credits: An employee may transfer excess sick leave credits to another employee only under the following conditions:

- a. The receiving employee has been on a medical leave of absence for a minimum of thirty (30) days;
- b. The receiving employee has exhausted all accrued sick leave and vacation leave credits;
- c. The contributing employee(s) request, in writing, that sick leave credits be transferred to the disabled employee;
- d. No employee shall be allowed to transfer more than fifty percent (50%) of his/her sick leave credits to another employee;
- e. Transferring of sick leave credits does not change the status of the receiving employee;
- f. Once the sick leave credits are transferred, they are considered forfeited and must be re-accrued in the established manner; and
- g. That no employee or official of the Association or the Employer shall request an employee to transfer his/her sick leave credits to another employee. Nor shall any employee coerce, intimidate, or in any manner attempt to persuade another employee to transfer his/her sick leave credit to a disabled employee. Violation shall result in disciplinary action.

Section 6 - Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payment provided for in this Article.

Section 7 - Abuse of sick leave occurs when the employee misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes. The Employer must be able to substantiate any charges of sick leave abuse that results in an employee's dismissal and forfeiture of the lump sum payment.

Section 8 - Any holiday that falls during a period that an employee is on sick leave will be charged as a holiday, not as sick leave.

Section 9 - An employee on sick leave shall inform his/her immediate supervisor of the fact as soon as possible.

Section 10 - After the third consecutive day of sick leave, a medical certificate may be required by the Employer. If the Employer requires a medical certificate the Employer will pay the cost of such certificate.

Section 11 - In the event of death of an employee, unused earned sick leave shall be paid to the employee's heirs at his/her regular rate of pay.

Section 12 - Employees that work one (1) year continuously without using sick leave credits shall receive one (1) additional day of leave with pay. Such day shall be scheduled with their Supervisor within the next calendar year. This provision shall be accounted for on a calendar year basis.

ARTICLE XI - BEREAVEMENT LEAVE

Section 1 - In case of death in an employee's immediate family, an employee may be granted up to three (3) working days leave with pay not to be charged to sick leave. In addition, up to five (5) working days may be charged to sick leave. Days are to be considered to be eight (8) hours.

For the purposes of bereavement leave, the definition of immediate family shall include spouse, parents, grandparents, brothers, sisters, children, grandchildren, household dependents, and all of the same relatives of the employee's spouse in the like degree.

ARTICLE XII OTHER LEAVES WITH OR WITHOUT PAY

Section 1 - Military Leave- An employee who is a member of the organized militia of the State of Montana or who is a member of the organized military reserve forces of the United States, and who has satisfactorily completed the probationary period, shall be given leave of absence with pay for a period of not to exceed fifteen (15) working days in a calendar year. Any part time employee meeting the above requirements is eligible to receive pro-rated military leave.

An employee who has not completed the probationary period is not eligible to receive military leave with pay, however will be given leave without pay to attend encampments, cruises, or other similar training upon submission of a copy of their military orders with a formal request for such leave.

Section 2 -Training -If the Employer requires, or authorizes, an employee to attend a training seminar, conferences, workshops, or school to benefit the employee and the City, the Employer shall grant a leave of absence with pay for such purposes. Any expenses shall be paid in accordance with the approved City Policies.

Section 3 - Jury Duty - Each full time and part time employee under proper summons to serve on jury duty or as a subpoenaed witness will be compensated in accordance with applicable State laws.

Section 4 - Leave of Absence without Pay - Upon the completion of the probationary period, leaves of absence without pay, not to exceed ninety (90) calendar days, may be granted for reasons of bona fide illness, pregnancy, or for other reasons mutually agreed upon with the City Manager. All such leaves are to be requested in writing and shall state the reason for the leave and the dates desired. All leaves shall be granted only in writing from the City Manager. All appropriate accrued leaves shall be used before a Leave of Absence without pay is granted. If the employee fails to return upon the expiration of the leave, or any authorized extension, the employee shall be considered as having voluntarily given up their position with the City.

Section 5 - Association Business - The Employer shall grant reasonable leave of absence without pay to employees whenever required in the performance of duties as "duly authorized representatives of the Association". Any expenses for travel, subsistence, or lodging will be at the employee's own expense.

ARTICLE XIII - DISCIPLINE / DISCHARGE

Section 1 - A probationary employee may be discharged at any time during their initial probationary period for any reason. A regular employee may be discharged for just cause. The following reasons are an example but

not a complete listing of violations constituting just cause: dishonesty; theft; drinking while on duty or coming to work intoxicated or under the influence of drugs and/or alcohol; unauthorized possession, sale, or use of controlled substances; falsifying of reports, records, or sick leave; filling in another employees time record; excessive absences or tardiness; willful destruction of city property or city equipment; willful destruction of property or equipment while on duty; gross insubordination; assault, intimidation of, or abusive language toward a co-worker or other City personnel; assault, intimidation of, or abusive language toward a citizen while on duty; sexual harassment of another employee in the workplace or in reference to the workplace, conviction of a felony, or failure to meet the requirements of the job_description for which they were hired, or violations of City Policy deemed serious by the employer.

Section 2 - Warning slips shall be written for less serious offenses of which an accumulation of one or more warnings may lead to suspension or termination.

Section 3 - If the Employer determines at any time during an employee's probationary period that the service of the probationary employee is unsatisfactory, the employee may be discharged upon written notice from the Employer.

Section 4 - In the event the Employer discharges any employee who has satisfactorily completed the probationary period, the Employer shall furnish the employee with a written statement of the grounds and specific reason(s) for such action with a copy provided the Association.

ARTICLE XIV - GRIEVANCE AND ARBITRATION

Section 1 - A grievance shall be defined as any controversy involving the interpretation of this Agreement or any alleged violation of any provision of this Agreement.

Section 2 - The employees have the right to grieve anything that is in their employee file. This procedure is done by following the grievance procedure outlined covered by the current contract.

Section 3 - An employee having a grievance shall first attempt to resolve their grievance informally through discussion with their immediate supervisor. Utilization of this informal procedure shall not waive the time requirements contained for filing a formal grievance. An employee may be represented at any disciplinary meetings by an Association Representative.

Section 4 – If the grievant fails to file or to advance a grievance in accordance with the time frames prescribed herein, it shall constitute a waiver of the grievant's right to pursue the grievance. If the Employer fails to respond timely to a grievance, the grievant is entitled to proceed to the next step of the grievance procedure.

Grievance Procedure

Step I - When an employee and/or the Association cannot resolve the complaint informally, the employee and/or the Association shall bring the matter formally in writing to the grievant's immediate supervisor within ten (10) working days of the event giving rise to the grievance, or of the time the employee could reasonably expect to have knowledge of the event. The written grievance shall state the nature of the grievance and the specific provision of the Agreement which have allegedly been violated and the expected remedy. The Supervisor shall provide the grievant with a written answer within ten (10) working days after the meeting.

Step II - If the grievant is not satisfied with the Supervisor's disposition of the grievance, or the Supervisor fails to respond, the grievant may appeal to the Department Head. The Department Head may hold a meeting with the grievant and supervisor and shall have ten (10) working days after such a meeting in which to respond.

Step III - If the grievant is not satisfied with the Department Head's disposition of the grievance, or the Department Head fails to respond, the grievant may appeal to the City Manager within ten (10) working days from the receipt of the response of the department head or within twenty (20) days if the department head fails to respond. The City Manager will review the disposition by the Supervisor and Department Head and may hold a hearing with the Grievant. The City Manager shall have ten (10) working days in which to issue a decision to the Grievant with a copy to the Association. The City Manager's decision will be final and binding upon all parties except as provided in Step IV.

In the case of the Library, the Chairman of the Library Board will review the disposition of the Supervisor and the Department Head and may hold a hearing with the Grievant. The Chairman of the Library Board shall have ten (10) working days in which to issue a decision to the Grievant with a copy to the Association. The Chairman's decision will be final and binding upon all parties except as provided in Step IV.

Step IV - The Grievant may, upon written request, appeal the decision of the City Manager to an impartial Arbitrator. Notice of the decision to appeal to an arbitrator must be made to the City Manager within twenty (20) working days of the receipt of the response from the City Manager. The decision to arbitrate will be subject to the Association's Representation Policy and By Laws. Within ten (10) working days after submission of a written request to arbitrate, a request for a list of Arbitrators will be made to the Montana Department of Labor, Board of Appeals. Within twenty (20) working days of the receipt of the list, each party will alternately strike names from the list and the name remaining shall be the Arbitrator. If a date for arbitration is not set within sixty (60) days of the initial request, the grievant's request to arbitrate will be considered null and void.

The Arbitrator's fees shall be shared equally by the parties with the exception that fees incurred for actions arbitrated on behalf of employees who are disciplined or terminated during their initial probationary period will be paid entirely by the Association. The Arbitrator shall have no authority to alter, amend, or delete any Policy of the City or terms of this Agreement. There shall be no interest Arbitration. The Arbitrator shall render a decision within thirty (30) days of any Hearing and such decision shall be final and binding on both the aggrieved employee, the Association, and the City.

ARTICLE XV - SENIORITY

Section 1 - Seniority means an employee's length of continuous service with the Employer from his/her day of hire. Seniority shall be recognized, by Department, after completion of the probationary period of six months and shall date back to the first day of employment. Employees may protest their seniority designation through the grievance procedure if they have cause to believe that an error has been made. In the setting of the initial seniority list, ties in seniority shall be broken by a drawing of names.

Section 2 - Seniority within the Department, or with the City, may be affected by:

- a. Absence from the job due to layoffs not to exceed 15 months, will be considered lost time for the purpose of seniority; however, previous employment upon re-employment shall count toward seniority;
- b. To be absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days, will be considered lost time for the purpose of seniority; however, previous employment upon re-employment shall count toward seniority;
- c. To be absent from the job due to active military leave will not affect seniority. Time spent in military service will count towards seniority as though the employee had never left their job;
- d. Absence due to accidental injury in the line of duty shall be considered as time worked for the purposes of determining seniority and granting of any benefits which are based upon seniority covered by this Agreement;

e. An employee's seniority shall terminate upon voluntary resignation, discharge for just cause, retirement, by failure to report after recall from layoff or after a period of fifteen (15) months on layoff status.

Section 3 - Within thirty (30) calendar days after the date of signing of this Agreement, the Employer shall prepare and furnish to the Association copies of a seniority roster of employees. Such roster shall at least include: name of employees, assigned department, seniority date, and numerical rank assigned. The seniority roster will be provided only on formal Association request.

Section 4 - The Employer shall recognize qualifications, performance or testing, and seniority with the City equally in awarding promotions to the employees when filling newly created or vacated positions.

Section 5 - On layoff caused by reduction in force and recall from layoff, merit and ability shall be considered and then seniority. If there is any dispute of merit and ability, the Association and the Department Head will meet to resolve the issue. Employees who are scheduled to be released shall be given at least thirty (30) calendar days' notice. Recall shall be by notice to the employee's last known address, with a copy of such notice to the Association. If the employee fails to notify the employer within ten (10) calendar days of his intention to return to work, such employee shall be considered as having forfeited his right to re-employment.

Section 6 – No full time employee shall be separated while there are seasonal, part time or temporary employees employed within the Bargaining Unit, in the same department. The City shall utilize any separated employee to fill any seasonal, part time or temporary position in any other Department.

ARTICLE XVI - JOB POSTING

Section 1 - When a new position is created, or a vacancy occurs in any existing position, the Employer shall immediately post for a period of five (5) working days on Department Bulletin Boards, with a copy to the Association, and shall also advertise publicly. The Notice shall among other things state:

1. Location and title of position to be filled;
2. Salary or Wage range;
3. Minimum qualifications;
4. A listing of principal duties of the position;
5. Hours of work and days off;
6. Required knowledge, skills, and abilities;
7. Last date when applications shall be filed;
8. With whom application shall be filed; and
9. Starting date of the assignment.

Section 2 - Applicants shall be appointed in accordance with Article XV - Seniority, Section 4 of this Agreement. If no current employee files for the newly created or vacant position, or no employee meets all of the qualifications for the position, the City shall then consider all other applicants. If a current employee fails to qualify for the position, he/she upon request shall be entitled to an explanation in writing why they did not receive the appointment.

ARTICLE XVII - HEALTH, SAFETY, AND WELFARE

Section 1 - Worker's Compensation Insurance - The Employer shall carry Worker's Compensation Insurance on all employees. Employees must report all personal injuries received in the course of employment to their immediate supervisor during the shift in which the incident or injury occurred.

Section 2 - The Employer shall provide a health plan for each employee who works an average of thirty (30) hours or more per week. The Employer will pay 95% of an employee's premium. If the employee chooses a City sponsored High Deductible Health Plan (HDHP), the Employer will pay an amount equal to 95% of the Bridger Plan premium. This amount is to be used for the HDHP premium and the difference will be placed into a qualifying Health Savings Account (HSA) for the employee. It will be the responsibility of the employee to pay any difference in extra premiums. If the employer's insurer increases premium costs during the contract, the employer will increase its employee only benefit portion by the percentage of the increase. The City Commission may change carriers providing substantially the same coverage is provided.

Section 3 - Hepatitis B: The City will pay for Hepatitis B shots and all follow up testing that is required for safety as recommended by the County Health Nurse.

Section 4 - The health and safety of employees shall be reasonably protected while in the service of the Employer.

Section 5 - Any employee assigned to read water meters, on a regular basis, will be provided training in the proper use of "pepper spray" and will be equipped to use the spray to repel attacking dogs and other animals at all times while on duty and performing the work of reading water meters.

ARTICLE XVIII

JOINT LABOR/MANAGEMENT COMMITTEE

Section 1 - A Joint Labor/Management Committee shall be established. The Committee shall be limited to three (3) representatives from each party to the Agreement. Labor and Management shall choose their own representatives on the Committee, and all representatives shall be equal members of the Committee and shall be treated as such. Representatives on the Committee may be varied as the nature of the items to be discussed dictate.

Section 2 - Regular meetings of the Committee are not scheduled, but are to be called upon request of either party.

Section 3 - Safety Committee: There shall be a Safety Committee composed of a Safety Officer and one volunteer employee from each Department. This Committee shall meet whenever a Committee Member requests a meeting.

Section 4 - The City may create a Safety Coordinator/Officer. This individual will be responsible for coordinating and/or conducting safety training and providing proper documentation of such training. Public Works shall have weekly safety meetings, the other departments covered under this CBA shall have monthly training. The City will provide training and allow time during the regular work week to prepare training materials.

The employee that is trained as and serving in the position of Safety Coordinator will receive an additional \$50 for each full month that the employee is assigned to the position. The amount will be included in the standard payroll process. The Safety Coordinator position will be opened up each June. The current Safety Coordinator will have the option to retain the position, if it is refused it will be opened up for any employee covered under this agreement to apply.

If there is a vacancy in this position, the position will be advertised for thirty (30) days. If no one

volunteers for this position, within the thirty (30) days, the responsibility of conducting safety meetings will be divided out to all employees.

Section 5 - The City agrees to create a committee to discuss the benefits and costs of a Voluntary Employees Beneficiary Association (VEBA).

ARTICLE XIX - MISCELLANEOUS PROVISIONS

Section 1 - Non-Union Supervisors - The Employer agrees that they shall not create non-union supervisory positions solely as a means to evade the employment of Union employees.

Section 2 - Visits by Association Representatives - The Employer agrees that Association Representatives shall have access to the premises of the Employer during working hours, with prior notification to the Department Head, provided the visit does not interrupt the work of the employee and the operation of the City.

Section 3 - If the City requires an employee to obtain a license or certification, outside of the employee's immediate job duties, and for the convenience and benefit of the City, the City will pay for any such required license or certification.

Section 4 - Personnel Records - The Official Personnel Records are maintained in the Office of the City Clerk. Individual Departments may have a supplemental file within their own Department. Any employee at his/her request, and by appointment with the Clerk during regular business hours, shall be permitted to review all of the information in their personnel file and shall be allowed a copy of all materials therein. However, they may not remove their file, or any material in the file, from the office.

An employee is entitled to a copy of any material placed in their Personnel Record. If an employee does not agree with the information placed in their file, they may submit a written statement stating such disagreement to be included in their file.

An employee may request letters of caution, warning, or reprimand be removed from their file after one (1) year. Such a letter of request will be filed with the City Manager. If it is determined by the City Manager that such letters be removed from the file, they will be removed. If however, the City Manager determines the letters should remain in the file, the employee may write a letter stating their position which will also be placed in their file.

Section 5 - Clothing and Safety Equipment Policy:

The Clothing and Safety Equipment Policy applies to each authorized position (all full time Public Works' positions including the Mechanic, Cemetery Caretaker, Utility Service and Meter Reader Position) will receive up to \$250 each budget year. The Records Technician and the full time Recreation department positions will receive up to \$100 per year. Part-time positions will receive an amount prorated for the number of hours to be worked). A newly hired employee may not utilize more than \$100 of their annual allowance during the first sixty (60) days of employment and is not eligible for any unused portion if they become no longer employed with the City.

Work attire are items worn by workers as outer clothing that is of the following types: a) items worn in the work environment and common to the typical work situation and b) items that protect workers' clothing. Employees are expected to wear the clothing purchased with city clothing funds at the work place in a presentable professional condition.

The following criteria are representative of suitable work attire:

Footwear: Footwear shall be durable and fully enclose the foot to ankle or higher. Footwear meeting the American National Standard for Safety-toe footwear Z41.1-1967 is highly recommended for workers in any situation. Also included but not limited to insulated footwear that will protect the employee from extreme weather conditions.

Trousers & Shirts: Shall be durable material with resistance to flame and abrasions. Loose fitting clothing is highly discouraged for workers in any work condition.

Cover Clothing: Coveralls insulated and non-insulated jackets or trousers shall be of durable material with resistance to flame, tear and abrasions.

Gloves and Hats: Shall be durable material with resistance to flame. Items can be insulated or non-insulated.

The City shall reimburse an employee upon presentation of receipts for purchases of suitable work attire on an as needed basis as determined by the Public Works Director. An employee may be allowed to carry over into a succeeding year any balance not utilized in the previous year(s).

Section 6 - Safety items:

The City will provide certain clothing articles and safety items, which are not charged to the clothing allowance. The items below are representative of those items. These items include rain wear, wading boots, hard hat, specialized gloves, (hazardous procedures), safety vest and other safety equipment which may include ear plugs, breathing masks, rubber gloves, and safety goggles/glasses/shields.

It is the responsibility of the employer to provide the necessary safety equipment, and the responsibility of the employee to wear such safety equipment in applicable work conditions. The City shall provide to each employee a safety policy outlining the work conditions and safety equipment required in such activities. Each employee shall be oriented to the policy by the City. Failure to adhere to the safety policy may lead to disciplinary action in accordance with the City policies and this agreement.

ARTICLE XX - 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 specific Article, Section or portion thereof directly specified in the Decision. Upon issuance of such a decision, the Parties agree to negotiate, in a timely manner, a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXI - TERMS OF AGREEMENT

This Agreement, including Addendum's "A" and "B", shall become effective on the first day of July 2021, and shall continue in full force and effect through the 30th day of June 2024. Either Party may open any portion or all of the Agreement for negotiations for the next Agreement by giving the other Party notice of its desire to modify the Agreement on or prior to February 1, 2024. Such notification is for the Parties to review such proposed changes prior to the first negotiation session.

FOR THE CITY OF LEWISTOWN


CITY MANAGER

ATTEST:


CITY CLERK

FOR THE MONTANA FEDERATION OF PUBLIC
EMPLOYEES ASSOCIATION
CITY OF LEWISTOWN UNIT



MFPE EMPLOYEE REPRESENTATIVE

ADDENDUM "A"

WAGES:

See Addendum "B" which will have each employee by job classification by department with their annual salary.

DIFFERENTIAL PAY:

Shift differential pay of an additional \$1.50 per hour will be paid for scheduled hours worked by an employee during the period of 7:00 p.m. to 7:00 a.m.

Work of less than two (2) hours during the above work periods and related rates, will be for two (2) hours. Work of less than four (4) hours, but more than two (2) hours, during the above work periods and related rates, will be paid for four (4) hours. Work of less than eight (8) hours but more than four (4) hours, during the above work periods and related rates, will be paid for eight (8) hours.

Shift differential for all employees will be paid on an hour for hour basis on the hours worked during the period of 7:00 p.m. to 7 a.m. at the rates and times listed above. Shift Differential will not be paid for hours worked at an overtime rate.

LONGEVITY:

Longevity will be figured on the basis of ½ of 1% of the Recreation Specialist salary each year. Longevity will be paid to part time employees when they have reached 2080 hours. They will be paid for each 2080 hours accumulated. The amount that they have accumulated will be paid on the fiscal year like full time employees. Seasonal part time employees and temporary employees will not accrue any benefits.

WORKING OUT OF CLASSIFICATION:

Any employee covered by this Agreement who is assigned the responsibility and the duties of a classification higher than the employee's present classification for more than one pay period (2 weeks), shall be paid at the rate of that position starting on the day he/she is assigned and accepts the responsibilities.

Recommendations for working out of classification must be presented by the Department Head to the City Manager for approval. The assignment will not be effective without the approval of the City Manager or in the absence of the City Manager, the Acting City Manager.

ON CALL PAY:

On Call Pay, at the rate of \$2.25 per hour, will be provided to an employee who is placed in an "On Call" status during which time he or she must wear and respond to a cellular telephone, pager, or regular telephone, must be fit for duty, as he or she would be during the regular work week, and must respond within twenty (20) minutes from the time contacted. On Call Pay is not paid for actual hours of work.

DOT PHYSICALS:

The City shall provide one DOT physical per fiscal year to employees that are required to hold commercial licenses. This physical can be done during regular working hours and this time shall not be deducted from the employee's sick time. The City will allow up to (2) two hours annually to do this physical. If more time is required employees may use their accrued sick time.

GYM MEMBERSHIP:

The City will provide each employee covered under this agreement the opportunity to exercise at the Civic Center at no cost. The employee must coordinate their monthly gym membership with the Civic Center prior to using the facility and the City will pay for the memberships based on the number of monthly users.

POSITION

July 1, 2021

July 1, 2022

July 1, 2023

Youth Services Librarian	\$18.23	\$18.48	\$18.73
Librarian III	\$17.19	\$17.44	\$17.69
Library II	\$16.15	\$16.40	\$16.65
Library I	\$15.10	\$15.35	\$15.60
Library Helper	\$9.00	\$9.50	\$10.00
Bookkeeper	\$18.22	\$18.72	\$19.22
Assistant City Clerk	\$18.48	\$18.98	\$19.48
Office Clerk II	\$16.40	\$16.90	\$17.40
Office Clerk I	\$15.35	\$15.85	\$16.35
Recreation Specialist	\$16.33	\$16.58	\$16.83
Recreation Maintenance/Custodian	\$16.33	\$16.58	\$16.83
Recreation Helper PT (18 hours)	\$10.94	\$11.19	\$11.44
Wastewater Worker III	\$19.79	\$20.29	\$20.79
Wastewater Technician	\$18.47	\$18.97	\$19.47
Wastewater Worker II	\$18.47	\$18.97	\$19.47
Wastewater Worker I	\$16.00	\$16.50	\$17.00
Wastewater Worker Helper	\$14.57	\$15.07	\$15.57
Water Worker III	\$19.79	\$20.29	\$20.79
Water Worker II	\$18.47	\$18.97	\$19.47
Water Worker I	\$16.00	\$16.50	\$17.00
Water Worker Helper	\$14.57	\$15.07	\$15.57
Street Worker III	\$19.79	\$20.29	\$20.79
Street Worker II	\$18.47	\$18.97	\$19.47
Street Worker I	\$16.00	\$16.50	\$17.00
Street Worker Helper	\$14.57	\$15.07	\$15.57
Cemetery Caretaker	\$17.57	\$17.82	\$18.07
Cemetery Helper	\$12.76	\$13.01	\$13.26
Records Technician	\$19.00	\$19.50	\$20.00
Building Inspector	\$20.00	\$20.50	\$21.00
Mechanic	\$19.00	\$19.50	\$20.00
Utility Service Worker	\$17.67	\$18.17	\$18.67
Meter Reader	\$16.58	\$17.08	\$17.58