



**TOWN OF WEST  
YELLOWSTONE**  
(ALL CLASSIFIED EMPLOYEES)

&

**MPEA**

**July 1, 2017 - June 30, 2020**

**Extended 1 year through June 30, 2021 (Per Article 24 Page 18)**

## **AGREEMENT**

This Agreement is made and entered into by and between the TOWN OF WEST YELLOWSTONE, a Political Subdivision of the State of Montana, hereinafter called the "EMPLOYER," and the WEST YELLOWSTONE EMPLOYEES UNIT of the MONTANA PUBLIC EMPLOYEES ASSOCIATION, referred to as the "ASSOCIATION."

Whereas, the Employer considers the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees and insofar as such practices and procedures are appropriate to the functions and obligations of the Employer acting through its Town Manager, to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the Employer and its employees.

Whereas, it is the intention of this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and employment conditions of the employees covered by this Agreement, to prevent interruption of work and interference with the efficient operation of the Employer and to provide an orderly and prompt method of handling and processing grievances.

Now, therefore, the parties agree with each other as follows:

### **ARTICLE 1 - RECOGNITION AND MEMBERSHIP**

- A. The Employer recognizes the Association as the sole and exclusive bargaining agent for all employees who are or may perform bargaining unit work under the Association's jurisdiction as agreed to in the voluntary recognition Agreement of April 18, 1996.
- B. The Employer recognizes the Association consists of all classified employees, excluding department heads of the Public Services, Finance, Court, Police, and Job and Social Services Departments. This Agreement excludes Police Officers covered by another Agreement. Library staff is covered by this Agreement.
- C. No member of the Association shall be discharged or discriminated against for upholding Association principles. No member working under instructions of the Association, or who has served on the Association committee, shall lose his/her position or be discriminated against based on that service.
- D. No employee under the jurisdiction of the Association prior to the date of this contract, who is receiving more than the rate of wages designated in the addenda attached to this contract, shall suffer reduction in the wage rate or conditions of employment through the operation, or because of the adoption, of this Agreement.
- E. The authorized business representative of the Association shall be permitted to visit employees upon giving notice to the Town Manager and supervisor and obtaining their permission.

## **ARTICLE 2 - ILLEGAL DISCRIMINATION**

The Employer and the Association agree that neither shall discriminate against applicants for employment, or any employee as to the terms and conditions of employment, by reason of ancestry, marital status, veteran/military status, political beliefs, genetic information, race, religion, color, sex, creed, age, mental/physical disability, sexual orientation or national origin. The parties further agree to use the complaint process described in the Town of West Yellowstone Personnel Policy Manual to investigate and resolve discrimination complaints.

## **ARTICLE 3 - ASSOCIATION SECURITY**

- A. Employees covered by this Agreement as a group shall not be required to join the Association but must, as a term and condition of employment, pay a representation fee to the Association.
- B. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Association within thirty (30) calendar days. Changes in the Association membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be done at least 30 calendar days in advance of such change.
- C. All employees covered by the terms of this Agreement shall within thirty (30) calendar days of the signing of this Agreement, or within thirty (30) calendar days of employment, whichever are later, pay dues or the representation fee to the Association. The Employer shall discharge employees who fail to comply with this requirement within thirty (30) calendar days of receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after thirty (30) calendar day period specified above. The discharge of the affected employee(s) shall occur 30 calendar days from receipt by the Employer of the Association's written notice of default and demands for discharge.
- D. The Employer, within thirty (30) calendar days of the signing of this Agreement, shall present the Association with a list of names and addresses of all current employees covered by this Agreement, and shall update the list at any such time employees are hired or terminated.
- E. The Association will indemnify, defend and hold the Employer harmless against any and all claims made and against any suit instituted against the Employer, including but not limited to attorney's fees and costs of defense thereof, on account of any provision of this Article.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

Pursuant to §39-31-303 MCA, the Association shall recognize the prerogative of the Employer to operate and manage its affairs in such areas as, but not limited to:

- A. Directing employees.
- B. Hiring, promoting, transferring, assigning, and retaining employees.
- C. Relieving employees of duties because of lack of work or funds or conditions where continuation of such work or funds would be inefficient and nonproductive.
- D. Maintaining the efficiency of government operations.
- E. Determining the methods, means, job classification, and personnel by which the Employer's operations are to be conducted.
- F. Taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency.
- G. Establishing the methods and processes by which work is performed.

## **ARTICLE 5 - HOLIDAYS**

The following days are recognized as paid holidays. All full-time, permanent or limited-term employees shall receive eight (8) hours off with pay for days observed as legal holidays or authorized proclaimed work days off, provided they are in an active pay status on the last regularly scheduled working day prior to the holiday. Part-time, permanent or limited-term employees shall receive holiday benefits on a prorated basis. The prorated benefit will be calculated by taking the daily average from the two full pay periods prior to the holiday. Holidays that occur in those prior pay periods will not be used in the calculation.

1. New Year's Day, January 1.
2. Martin Luther King Day, third Monday in January.
3. President's Day, third Monday in February.
4. Memorial Day, last Monday in May.
5. Independence Day, July 4.
6. Labor Day, first Monday in September.
7. Columbus Day, second Monday in October.

8. Veteran's Day, November 11.
9. Thanksgiving Day, fourth Thursday in November.
10. Christmas Day, December 25.
11. In lieu of Election Day as a semi-annual holiday, the Town will honor the day after Thanksgiving annually as a recognized holiday.
12. Any day declared a national legal holiday for all governmental subdivisions within the entire nation by the President of the United States; any day declared a state legal holiday for all State and local political subdivisions by the Governor of the State of Montana; Any day declared a legal holiday for all Town government employees by the Town Council of the Town of West Yellowstone.

When the holiday falls on a Sunday, the Monday following is a holiday as provided in §1-1-216, MCA. When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday, unless the employee is scheduled to work on the actual holiday.

All permanent or limited term employees that are required to remain operational during holidays will be paid at the rate of one and one half (1 ½) times their hourly rate for each hour worked on the holiday. Employees will only work on holidays when required by the Town, with approval by their Department Head and the Town Manager.

All full-time permanent or limited term employees, that are required to work on a holiday, will accrue eight (8) hours off with pay that may be taken as holiday leave at a later date. All part-time permanent or limited-term employees shall receive holiday benefits on a pro-rated basis. All holiday leave must be used within the same calendar year. At the end of each calendar year, all unused holiday leave will be paid out to the employee on the second paycheck issued in January of the following year.

Employees who regularly work shifts that are longer than eight hours may, with permission of the Department Head or Town Manager, elect to work additional hours or use vacation leave in order to make up the difference between the eight (8) hour holiday pay and their regular shift. Hours must be worked in the same work week as the holiday.

Employees who are called in to work an unscheduled shift on a holiday may opt not to float the holiday and be compensated for holiday pay.

Any full-time permanent or limited-term employee whose regularly scheduled day off is a holiday will be entitled to receive eight (8) hours off with pay either on the workday preceding or the workday following the holiday. Employees under scheduling restrictions, as approved by the Department Head and Town Manager, may be allowed to use the holiday hours when the scheduling permits. The eight (8) hours must be taken before the end of the next pay period unless an extension is granted by the Town Manager or the hours will be forfeited.

**ARTICLE 6 - VACATION**

1. Vacation leave credits shall be earned at a yearly rate calculated in accordance with the following schedule where one (1) year equals 2,080 hours of work.

40 hours x 52 weeks = 2,080 hours = 1 year

<b>Completed Years of Employment</b>	<b>Credits Per Year</b>	<b>Full-Time Hrs./Bi-Weekly Pay Period</b>	<b>Part-Time Accrual Rate</b>
Less than 10	120 hours	4.62	.058 x # of hours
10 to less than 15	144 hours	5.54	.069 x # of hours
15 to less than 20	168 hours	6.46	.081 x # of hours
20 or more	192 hours	7.38	.092 x # of hours

2. In accordance with §2-18-617, MCA, employees may accumulate annual vacation leave to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Balances exceeding two times the maximum number of days earned annually are considered "excess." As provided in this Agreement, excess vacation time is not forfeited if taken prior to April 30 of the year following the year in which the excess was accrued.

Department Heads are responsible for providing a "reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave" as provided in §2-18-617, MCA.

3. To avoid having an employee forfeit excess annual vacation leave, management is encouraged to work with employees who have excess vacation leave balances as far in advance of April 30 as possible or at an earlier time, if the employee's leave balance is projected to exceed two times the maximum number of days earned annually.
4. Employees are responsible for making a reasonable written request to use excess annual vacation leave before the April 30 deadline. Department Heads may approve all, some, or none of the employee's request by written response within fifteen (15) business days of receipt of the request as initialed by the Department Head. If management denies the request to use excess annual vacation leave, the excess vacation leave is not forfeited and the Employer shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited under Section 1 above.
5. When an employee submits a request for vacation, the Employer must respond to the request within fifteen (15) business days of Department Head's initialed receipt of the request.

**ARTICLE 7 - SICK LEAVE**

Employees shall accrue sick leave according to the following schedule:

**40 hours x 52 weeks = 2,080 hours = 1 year.**

<b>Period of Employment</b>	<b>Working Hours Credit</b>
Each 1 year of employment	96
Less than 40 hours per week	.04615 x # of hours worked

An employee may use up to twenty (20) hours per calendar year as personal leave. Regardless of the number of hours worked, no employee shall accrue more than 96 hours of sick leave per year.

Full-time or part-time permanent or limited-term represented employees that were in a pay status before April 13, 2015 shall continue to receive the sick leave lump-sum payment at the end of employment as shown in the table below. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's wage at the time the employee terminates employment with the Town.

Sick leave lump sum payment at the end of employment will be as follows:

<b>Years of Service</b>	<b>Payout</b>
1-5 years	25%
6-10 years	30%
11-15 years	40%
15-20 years	60%
21+ years	75%

Full-time and part-time permanent and limited-term represented employees who have hire dates later than April 13, 2015, who terminate employment with the Employer, are entitled to a lump-sum payment equal to 25 percent 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 wage at the time the employee terminates employment with the Town.

Employees may use sick leave according to the terms and conditions outlined in the Town of West Yellowstone Personnel Policy Manual with the exception of converting up to twenty (20) hours of sick leave per calendar year into personal leave time.

**ARTICLE 8 - RULES, REGULATIONS, AND POLICIES**

- A. All rules, regulations, and policies of the Employer not specifically covered by this Agreement shall remain in full force and effect, provided such rules, regulations, and policies are not in direct conflict with the terms of this Agreement. The policies of the Employer are as set forth in Town of West Yellowstone Personnel Policy Manual unless

specifically modified by the terms of this Agreement. In the event of a conflict, the terms of this Agreement shall control.

- B. The Employer agrees to discuss with the Association and its Elected Representatives the establishment of new rules, regulations, and policies affecting employees, or changes in such rules, regulations, or policies, prior to placing them in effect.

The Employer shall provide the Association with a comment period of fifteen (15) business days for any changes or additions to the rules, regulations and policies affecting town employees.

- C. All notices shall be sent via e-mail and parties receiving the e-mails shall acknowledge receipt of said e-mails.
- D. Employees shall comply with all rules, regulations, and policies as set forth above, providing they are uniformly applied and enforced.

#### **ARTICLE 9 - HEALTH AND SAFETY**

- A. The Employer shall adopt and implement safety policies consistent with the Montana Safety Culture Act. Both parties to this Agreement hold themselves responsible for the mutual cooperative enforcement of safety rules and regulations.
- B. In the event an employee receives Worker's Compensation wage benefits in an amount less than the total pay he/she was receiving prior to the injury; the Employer may, with the written approval of the employee, supplement those benefits with sick leave benefits. The amount of sick leave hours together with the Worker's Compensation wage benefit that the employee receives shall equal the pay the employee would have received for regular work hours in the given pay period. The Employer's supplement may not exceed the employee's accrued sick leave time. The Employer agrees to return the employee to a like position at the rate of pay earned on the date of injury. This provision applies for one year from the date of injury.

#### **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

- A. The normal work-week for town employees shall be Sunday through Saturday. The normal work-week will be 40 hours during the seven-day period.
- B. The Department Head, with the approval of the Town Manager, shall establish work hours. Shift changes are allowed without a 24-hour notice. Schedule changes require at least 24 hours' notice. A schedule is defined as specific days worked. A shift is defined as specific hours worked.
- C. Extension of a regular shift is not a call out.

- D. Overtime shall be defined as time worked in excess of the 40-hour work week. Overtime shall not be calculated with the inclusion of any paid leave hours but will be calculated with the inclusion of holiday hours. Overtime hours shall be paid at the rate of time and one half (1.5) of the applicable hourly rate for all Association members.
- E. Paid leave shall be defined as one or more of the following accrued benefits:
- Sick Leave (Article 7)
  - Vacation Leave (Article 6)
  - Personal Leave (Article 7)
  - Holiday Leave (Article 5, see clause for holiday hours worked)
  - Compensatory Time (Comp Time)
- F. Paid leave shall be paid at straight time. Employees may not use sick leave, vacation leave, compensatory time, or personal leave in combination with regular hours worked to exceed forty (40) hours in any given work week.
- G. Call out. If an employee is called out during any unscheduled work hour, with the exception of early start times for snow removal operations or working longer than a regular shift, each and every call out shall be for a minimum of two and one half (2.5) hours. Compensation for call outs shall be at one and one half (1.5) times the regular rate of pay and shall not be considered time worked for the purposes of calculating the employee's 40-hour work week. Employees called out to work (with the exception of snow removal operations) who continue to work into their regular scheduled shift shall receive the full amount of pay for the applicable call out, for a minimum of two and one half (2.5) hours and also be allowed to complete their regular shift at regular rate of pay.
- H. If an employee is called back to work from previously approved vacation leave, the employee will be paid at the rate of one and one half (1.5) times the regular hourly rate for each previously approved vacation hour worked. If an employee has been approved to use vacation leave and is denied the same, the employee will be paid at the rate of one and one half (1.5) times their regular hourly rate for each previously approved vacation hour that is worked.
- I. Employees may take one (1) fifteen (15) minute break when they are scheduled to work four (4) consecutive hours. Break periods are paid but may not exceed (15) minutes per four (4) consecutive hour period.
- J. All employees, with the exception of dispatchers who are scheduled for an eight (8) hour or longer shift are expected to take an un-paid lunch period of thirty (30) minutes per day. The scheduling for lunch periods will be agreed upon between the employee and their Department Head and should not interfere with the employee's performance or needs of the Town. Employees who are required to use a time clock or keep time on a time sheet will enter the time they start and end their lunch period.

An employee may not use a break or meal period to arrive late or depart work early except under occasional, special circumstances, approved by their Department Head and the Town Manager.

## **ARTICLE 11- STEWARDS**

Employees selected by the Association to act as Association representatives shall be known as "stewards". The Association may select no more than three (3) stewards, one of which shall be elected President. The names of employees selected as stewards and the names of other Association representatives who may represent the employees shall be certified in writing to the Employer by the Association. The Employer will not discriminate against any Association steward for legitimate steward activity. These activities include investigation of formal grievances and receiving notification of serious accident and/or health hazards. Stewards may investigate and discuss grievances in their work areas providing they first secure the permission of their immediate supervisor. The Employer shall allow work release time for elected stewards for the purpose of participating in collective bargaining negotiations. Not more than one elected steward shall be released from work in any one department at any given time for the purpose of investigation of grievances, participating in collective bargaining negotiations, or participating in Labor/Management Team meetings.

## **ARTICLE 12 - SENIORITY**

- A. Seniority serves only as a qualification for benefits expressly provided for in this Article and shall have no other effect. During the first six months of employment, each employee shall be considered a probationary employee with the exception of dispatch employees who shall serve a twelve-month probation. Department Heads may, upon a satisfactory performance evaluation and approval of the Town Manager, remove an employee from probation after six (6) months of employment. After completion of the applicable probationary period, the employee shall achieve seniority based on the date of hire. There shall be no seniority among probationary employees as they may be laid off, discharged, or otherwise terminated at the sole discretion of the Employer.

A three-month extension to the probationary period may be required if the Department Head and the Town Manager feel the employee needs further opportunity to learn the job requirements and succeed in their employment with the Town. Rather than be terminated during their probationary period, an employee may be placed on extended leave due to a medical condition (theirs or family member), or the employee may be allowed to complete the required training.

Reduction in forces shall be determined by knowledge, skills and ability of the employee and shall be at the discretion of the Town Manager. Employees released, due to a reduction in force are subject to recall on a knowledge, skills and ability basis. Employees recalled after a reduction in force will be allowed four (4) working days to accept reemployment. In the event of a reduction in forces, the Employer agrees to provide the employees thirty (30) calendar day notice.

B. Seniority shall be broken by discharge for cause, voluntary resignation, medical leave in excess of one year, or more than 18 months layoff. In the event that an employee leaves the service of the Employer on good terms and is later rehired, their service time will be bridged after a period of two (2) years of satisfactory service.

C. Seniority shall apply to each department as follows:

1. When an employee changes to another department, he/she will go to the bottom of the seniority list of the new department.
2. Each department shall provide for approximately equal distribution of overtime.
3. During a recruitment process, if two or more employees are equally qualified as determined by the Department Head, then seniority shall be used as the deciding factor.
4. An employee transferring to a position in another department shall retain service credit for determining benefits.
5. Leave time requests shall be approved in accordance to the provisions in Article 6 - Vacation, Section 5. If two or more employees request the same date(s) for leave, preference will be given on the basis of first come first served. Once leave dates are approved by the Department Head, employees can request changes to or cancel the leave no less than five (5) business days prior to requested leave dates. All requests for leave shall be submitted to the Department Head.

## **ARTICLE 13 - DISCHARGE OR SUSPENSION**

The Articles of this Agreement shall govern the discharge or suspension of employees.

- A. Employer shall not discharge non-probationary employees without just cause. Minor rules infractions will not be cause for discharge or suspension without an established pattern of continued misconduct. An established pattern is defined as more than three minor violations during a twelve (12) month period. Minor violations will be documented in written form and the employee will be given the opportunity to respond in writing within fifteen (15) business days.
- B. Warning notices will be placed in the employee's personnel record and may be used as a basis for determining performance during the employee's annual evaluation. Supervisors must complete employee warnings within fifteen (15) business days of the date of discovery of the conduct or incident that is the basis of the warning. The employee has fifteen (15) business days to respond in writing to any warning notice. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel file of an employee and shall be purged from the file if older than one (1) year, unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending

legal or quasi-legal proceedings involving the employee. The employee must request that the supervisor purge the file.

- C. It is understood that depending on the nature and circumstances of the unsatisfactory performance or behavior, a supervisor may use any disciplinary measure deemed appropriate within his or her judgment and is not bound to follow the sequence outlined above. Progressive discipline is not necessarily required for discharge or suspension if the employee is dismissed or suspended for cause.

The following non-inclusive reasons may be sufficient for dismissal for cause:

1. Incompetence or inefficiency in the performance of duties.
2. Conviction of a criminal offense involving a felony or moral turpitude.
3. Violation of any lawful or official regulation or order, or failure to obey any lawful direction made and given by a supervisor where such violation or failure amounts to an act of insubordination or a breach of proper discipline or has resulted or might reasonably be expected to result in loss or injury to the Employer or public.
4. Repeated use of offensive conduct or language toward the public, Town officials or other employees.
5. Carelessness and negligence in the handling and control of Employer property.
6. Inducing or attempting to induce any Town employee to commit an unlawful act or to act in violation of any lawful and reasonable official regulation or order.
7. Taking any fee, gift, or other valuable thing in the course of work or in connection with work, for personal use when such is given with the expectation of receiving a favor or better treatment.
8. Dishonesty in the performance of duty.
9. Unauthorized absence from work.
10. Drinking of alcoholic beverages or using any drug(s) to the extent of affecting job performance as determined by the Employer, violation of the Town's Drug and Alcohol Testing Policy, or consumption or use of alcoholic beverages or illegal drugs while at work.
11. Possession, use, distribution, or manufacture of a controlled substance in the work place.

12. Failure to satisfactorily perform job duties, disruption of the Employer's operation, or other legitimate business reason.

D. Suspension or termination notices must be completed by supervisors within fifteen (15) business days of the occurrence or discovery of unsatisfactory performance. Such notices will be completed in writing and will be provided to both the employee and the Association.

E. Circumstances related to both warning notices and suspension or termination may be appealed using the grievance procedure. All formal grievances must be submitted within fifteen (15) business days of the event or discovery, per Article 14, below.

#### **ARTICLE 14 - GRIEVANCE PROCESS**

Employees are encouraged to discuss concerns about work related conditions. A grievance is defined as any dispute involving the misinterpretation or misapplication or alleged violation of a provision of this Agreement, including any attendant addenda, amendments, and memoranda of understanding unless any addendum, amendment, or memorandum of understanding expressly excludes any of its provisions from the definition of grievance. If the issue cannot be resolved at the level of the first line supervisor, employees may submit a formal grievance. Timelines stated in the grievance procedure may be extended at any time upon mutual written consent of both parties.

##### **Grievance Process:**

**STEP I** Any grievance must be discussed at this level within fifteen (15) business days of the employee becoming aware of the initial problem. This step is an opportunity for both parties to resolve the issue informally through a dialogue with the immediate supervisor or Department Head. If the magnitude of the grievance is serious enough that termination is the remedy proposed by the Employer, this step can be bypassed. The immediate supervisor or Department Head has fifteen (15) business days to respond to the grievance. If the supervisor and Department Head are one and the same person and the grievant is not satisfied with the Step I response or if the supervisor/ Department Head fails to respond within fifteen (15) business days, then the grievance shall advance to Step III of the process.

**STEP II** The grievant has fifteen (15) business calendar days from the end of Step I to present the grievance formally in writing to the Department Head if different from the immediate supervisor. Formal filing of a grievance means that the grievant must present a brief but thorough written description of the grievance and the facts upon which it is based. It also must detail the proposed remedy or correction sought with reference made to the Section of the collective bargaining contract that the grievant believes was violated. In addition to the above, the grievant must contact the MPEA Field Representative for information and advice. The Department Head shall have fifteen (15) business days to resolve/respond to the grievance. If the grievance is still

unresolved, the Department Head will render his/her decision to the employee in writing and forward a copy to the Town Manager.

**STEP III** Following receipt of the Department Head's response to Step II, and the grievance is still unresolved, the grievance shall be submitted to the Town Manager within fifteen (15) business days of the response of Step II. The Town Manager shall have fifteen (15) business days to review the grievance and provide a written response to the involved parties. In the event that the aggrieved employee is not satisfied with the Town Manager's decision, meaning that the grievance is still unresolved, the Association/grievant may, not later than fifteen (15) business days of the Town Manager's or his/her designee's response, notify the Town of West Yellowstone of the intention to take the grievance to final and binding arbitration. The Association shall request the Board of Personnel Appeals to provide a list of seven arbitrators. The parties shall, not later than fifteen (15) business days of the receipt of the list, select the arbitrator by the method of alternately striking names with the Association striking the first name. The final name left on the list shall be the arbitrator.

The parties shall jointly contact the arbitrator and establish a date for the arbitration hearing. The arbitrator shall rule on the matters within the scope of the terms of this Agreement only and the arbitrator's decision shall be binding on both parties.

Each party shall bear the fees and expenses of the presentation of its own case. The fees and expenses of the arbitrator shall be shared equally by both parties. In the event either party to the arbitration requests a transcript of the proceedings, the party requesting the transcript shall bear the costs of such transcript.

## **ARTICLE 15 - UNIFORM PROVISION**

It is in the interest of the Town and the Employee that the employees be identified and to have protective gear and to be provided with specialty items that are required to fulfill job requirements. The Town may provide a method for purchase of clothing or other equipment mutually agreed upon by the Town and the employees through the Labor-Management Team. All purchase of clothing or other safety-oriented equipment needs prior authorization of a Department Head or the Town Manager. Purchases without prior authorization may not be reimbursed.

## **ARTICLE 16 - HEALTH AND WELFARE**

- A. The Employer shall contribute 75% of each premium and the employee shall contribute the remaining 25% of each premium for the current health insurance policy in effect. Only part-time permanent or part-time limited term employees who are working 20 hours or more per week are eligible for pro-rated benefits. Proration will be figured based on employees FTE as shown on the Town's staffing plan. This applies to part-time permanent and limited-term employees hired after ratification of this Agreement only.

- B. 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.
- C. The Town encourages wellness activities in represented employees and agrees to continue to provide an agreed-upon treadmill and establish a space in the Town Hall Basement for access by all employees 24/7. The Labor-Management Committee will evaluate and make recommendations to increase health awareness while at work to help cope with sedentary jobs.

## **ARTICLE 17 - LIABILITY AND LIFE INSURANCE**

The Employer, in accordance with § 2-9-305, MCA, shall pay the necessary premiums to provide general liability insurance and the necessary surety bonds for all employees performing their duties, including the use of personal vehicles for essential Town business.

In the event an employee is personally sued as a result of performing his/her work duties, the Employer will defend the employee in accordance with terms and conditions outlined in § 2-9-305 MCA.

In addition, the Employer shall carry \$50,000 in life insurance coverage on each employee.

## **ARTICLE 18 - TRAINING AND EDUCATIONAL ADVANCEMENT**

The Employer shall provide proper training and education for the advancement and benefit of the employees. Such training and education shall be recommended by the Department Head and approved by the Town Manager.

Additional information on training can be found in the Town's Personnel Policy Manual.

## **ARTICLE 19 - PENSIONS**

The Association and the Employer agree to participate in the Public Employees Retirement System of Montana throughout the term of this Agreement and to be bound by the policies of the system. Association members may elect to make their own contributions to the Section 457 plan.

## **ARTICLE 20 - COMPENSATION AND PAY PERIODS**

- A. The parties agree to adopt the 2017 Wage Rate Table, shown as Attachment A to the Agreement, which shows wage bands that were in effect on June 30, 2017 as the base wages to which any increase shall be applied during the first year of this Agreement. In subsequent years, the base wage will increase according to Attachment A.

Within the Public Services Department, the Operators will be defined as Operator I and Operator II. Operator I will not be required to be certified as a water and wastewater

operator. Operator II shall be certified as a Montana Water and Wastewater Operator (at a minimum of 3A, 4B, 3C of the required licensing levels). To be eligible to be an Operator II, an employee shall also have enough equivalent service, time in position or longevity with the Town to have reached the Journeyman level in the Town's pay classification system.

An Operator II shall be compensated at \$1.00 more per hour than an Operator I.

Any Operator I wishing to become an Operator II shall be provided training opportunities as budget and time allows.

- B. Employees shall move to the next pay increments in accordance with the Attachment A defining time in grade, training requirements and performance evaluations as follows:

**Probation:** Shall be minimum minus \$1.00 for the first six to nine months of employment.

**Apprentice:** Designated pay from end of probation through month 42 of employment.

**Journeyman:** Designated pay from beginning of month 43 through month 102 of employment.

**Master:** Designated pay from the beginning of month 103.

- C. Voluntary deductions will be based on monthly costs regardless of the number of pay periods in the month. Court garnishments will be determined by the terms and conditions of the court order.
- D. Employees shall be paid bi-weekly
- E. Premium pay shall be \$0.50 per hour for the hours worked from 9:00 p.m. to 7:00 a.m. Premium pay does not include travel, training or call out time. Premium pay for overtime is \$.75 per hour

## **ARTICLE 21 - PERSONAL USE OF TOWN FACILITIES**

Otherwise as set in Article 15, the use of Town property and/or equipment is not allowed for the personal use of employees.

## **ARTICLE 22 - CREATION OF LABOR/MANAGEMENT TEAM**

A Labor/Management team shall meet on a quarterly basis, at a regularly scheduled date and time to discuss matters of mutual interest. This meeting may be cancelled by either party by giving 48-hour notice to the other party. Any time spent while attending team meetings shall be compensable time.

## **ARTICLE 23 - MUTUALLY AGREED NO STRIKE, NO LOCKOUT**

During the processing of any matter under the grievance Article, or at any other time during the term of this Agreement, the Association agrees not to strike, render unfair reports, or cause slow down. The Employer agrees not to lockout employees represented by the Association.

## **ARTICLE 24 - TERM OF THE AGREEMENT**

On or before March 31, 2020, either party may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. Promptly following such notification, the parties shall meet and engage in such negotiations.

If neither party hereto gives notice to the other party of its desire to negotiate a successor Agreement prior to the date specified above, this contract shall automatically be renewed for successive one-year terms thereafter, beginning on July 1, 2020 and with the notice of the desire to open negotiations being due March 31 of each year.

Both parties, by mutual agreement, may agree to negotiate specific contract issues or articles during the contract period, but any change must be by mutual agreement between parties.

## **ARTICLE 25 - WAGE PROGRESSION**

The Town of West Yellowstone and the West Yellowstone Employees Unit of the Montana Public Employees Association agree to the following concerning the procedure to move from probation to apprentice to journeyman to master.

The parties agree that in order to move forward through the pay plan, employees are required to show progress by completing required training, displaying adequate performance over time and at the time of annual evaluation, and complete requirement for time in grade.

In the event that an employee is not eligible for advancement in the pay plan due to performance standards, the Employer is required to provide documentation of reprimands, corrective action plans, etc. An employee has the right to use the grievance procedure should he/she be disciplined for performance reasons and/or held back from advancement to the next pay level.

Movement from one pay level to the next will be contingent on the employee receiving an acceptable performance evaluation for the period prior to advancement. In addition, employees will meet the criteria for professional development designed by the Town Manager, the Association Steward, and the appropriate Department Head (Attachment B). The Management-Labor Committee will work to revise Attachment B prior to the next CBA negotiation held after the signing of this document.

Both parties agree to attach to each position description the requirements for an employee to move through the pay plan that are detailed in Attachment B to this Agreement. The following shall be a general outline of what is required for each grade in the plan:

**Probation:**

The term of probation shall be six (6) months from the date of hire or nine (9) months as applied in Article 12 - Section A. Department Heads may, upon a satisfactory performance evaluation and approval of the Town Manager, remove an employee from probation after six (6) months of employment, or nine (9) months as applied in Article 12 - Section A, with the exception of Dispatchers, who shall serve a twelve (12) month probationary period.

The parties agree that any reference to probationary pay shall mean the minimum salary assigned to a wage band (Attachment A) less \$1.00 per hour. Probationary pay shall be in effect for six (6) months from date of hire, even though employees may remain on probation for a full nine (9) or twelve (12) months.

The probationary employee shall begin all required certification activities and show progress in attaining such certifications.

The probationary employee shall demonstrate adequate knowledge of the position and satisfactory performance.

**Apprentice:**

The term of apprentice shall be from removal from probation through month 42 of employment unless the conditions outlined in the position description have not been met. An employee shall not be held back in progression if the Employer has not provided required training opportunities.

The apprentice employee shall be required to complete all certification activities required by the position description. Employees are encouraged to complete a minimum of 24 hours per calendar year of non-required continuing education. These hours are not required to be formal training and may include, but are not limited to, attending safety meetings, in-house department training, reading articles in trade journals, etc. It shall be the employee's responsibility to document all non-required training hours.

In order to be eligible for advancement to the journeyman level, the apprentice level employee must receive satisfactory performance evaluations for their third year at the apprentice level and exhibit a general knowledge of their job as outlined in the applicable position description.

**Journeyman:**

The term of journeyman shall be from month 43 through month 102 of employment unless the conditions outlined in the position description have not been met. An employee shall not be held back in progression if the Employer has not provided required training opportunities.

The journeyman level employee shall maintain all certification activities required by the position description. Employees are encouraged to complete a minimum of 24 hours per calendar year of non-required continuing education. These hours are not required to be formal training and may include, but are not limited to, attending safety meetings, in-house department training, reading

articles in trade journals, etc. It shall be the employee's responsibility to document all non-required training hours.

Journeyman level employees shall assist, as assigned, in providing training to probation and apprentice level employees up to the journeyman's skills and abilities.

In order to be eligible for advancement to the master level, the journeyman level employee must receive satisfactory performance evaluations for their fifth year at the journeyman level and exhibit a general knowledge of their job as outlined in the applicable position description.

**Master:**

The term of master shall be from end of journeyman at month 103 through the balance of employment unless the conditions outlined in the position description have not been met.

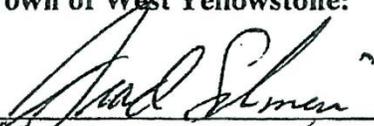
The master level employee shall maintain all certification activities required by their position description. Employees are encouraged to complete a minimum of 24 hours per calendar year of non-required continuing education. These hours are not required to be formal training and may include, but are not limited to, attending safety meetings, in-house department training, reading articles in trade journals, etc. It shall be the employee's responsibility to document all non-required training hours.

Master level employees shall provide training as assigned to probation, apprentice and journeyman level employees. A master level employee shall be considered as a trainer in the position description for which they were hired. A master employee shall not have the right to refuse to train employees.

The master level employee must receive satisfactory performance evaluations and they shall show an extensive working knowledge of their job as outlined in the applicable position description. The master employee shall also show a satisfactory level of performance as a trainer in their position description.

Ratification of terms of Agreement between the Town of West Yellowstone and the members of the Montana Public Employees Association, West Yellowstone Employees Bargaining Unit entered into June 5, 2018.

**For the Town of West Yellowstone:**

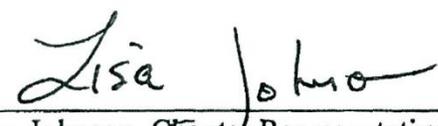
  
\_\_\_\_\_  
Brad Schmier, Mayor

6-5-18  
Date

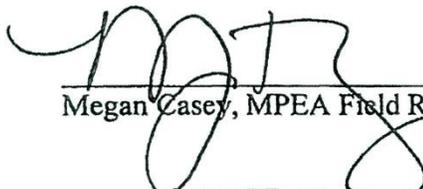
  
\_\_\_\_\_  
Daniel Sabolsky, Town Manager

6-5-18  
Date

**For the West Yellowstone Employee's Bargaining Unit, MPEA:**

  
\_\_\_\_\_  
Lisa Johnson, Chapter Representative – President

6-8-18  
Date

  
\_\_\_\_\_  
Megan Casey, MPEA Field Representative

6/18/18  
Date

  
\_\_\_\_\_  
Quinton Nyman, Executive Director

6/18/18  
Date

Attachment A - FY 2018-2020

Occupations & Job Families	FY 17			FY 18			FY 19			FY 20		
	3% Increase			\$1.00/hour			\$.60/hour			\$.50/hour		
	Apprentice	Journey	Master	Apprentice	Journey	Master	Apprentice	Journey	Master	Apprentice	Journey	Master
<b>Administration and Finance</b>												
Town Clerk	\$50,064	\$58,900	\$67,735	\$52,144	\$60,980	\$69,815	\$53,392	\$62,228	\$71,063	\$54,432	\$63,268	\$72,103
Deputy Town Clerk	\$33,725	\$39,677	\$45,628	\$35,805	\$41,757	\$47,708	\$37,053	\$43,005	\$48,956	\$38,093	\$44,045	\$49,996
Court Clerk	\$32,901	\$38,708	\$44,516	\$34,981	\$40,788	\$46,596	\$36,229	\$42,036	\$47,877	\$37,269	\$43,076	\$48,884
Executive Assistant				\$40,305	\$46,257	\$52,208	\$41,553	\$47,505	\$53,456	\$42,593	\$48,545	\$54,496
Dispatch												
911 Communications Manager	\$41,091	\$48,342	\$55,592	\$43,171	\$50,422	\$57,672	\$44,419	\$51,670	\$58,920	\$45,459	\$52,710	\$59,960
Dispatcher	\$32,901	\$38,708	\$44,516	\$34,981	\$40,788	\$46,596	\$36,229	\$42,036	\$47,844	\$37,269	\$43,076	\$48,884
<b>Parks &amp; Recreation</b>												
Recreation Coordinator	\$47,653	\$56,061	\$64,470	\$49,733	\$58,141	\$66,550	\$50,981	\$59,389	\$67,798	\$52,021	\$60,429	\$68,838
Seasonal Recreation Counselor	\$27,005	\$31,770	\$36,534	\$14.05/hr	N/A	N/A	\$14.05/hr	N/A	N/A	\$14.05/hr	N/A	N/A
<b>Social Services</b>												
Social Service Assistant	\$30,553	\$35,944	\$41,337	\$32,633	\$38,024	\$43,417	\$33,881	\$39,272	\$44,665	\$34,921	\$40,312	\$45,705
<b>Public Works</b>												
Deputy Public Services Super	\$53,914	\$63,428	\$72,942	\$55,994	\$65,508	\$75,022	\$57,242	\$66,756	\$76,270	\$58,282	\$67,796	\$77,310
Equipment Operator	\$37,226	\$43,794	\$50,365	\$39,306	\$45,874	\$52,445	\$40,554	\$47,122	\$53,693	\$41,594	\$48,162	\$54,733
Equip. Operator II (+\$1.00)*	\$39,306	\$45,874	\$52,445	\$41,386	\$47,954	\$54,525	\$42,634	\$49,202	\$55,773	\$43,674	\$50,242	\$56,813
P/T and/or S/T Equip. Operator	\$28,371	\$33,378	\$38,385	\$30,451	\$35,458	\$40,465	\$31,699	\$36,706	\$41,713	\$32,739	\$37,746	\$42,753
Seasonal Laborer	\$28,371	\$33,378	\$38,385	\$14.05/hr	N/A	N/A	\$14.05/hr	N/A	N/A	\$14.05/hr	N/A	N/A

\* The wage for Operator II is equivalent to Operator I plus \$1.00 per hour, based on water & sewer certifications

**ATTACHMENT B - This attachment will be reviewed and revised by the Management-Labor Committee after the signing of this CBA to more closely match the expected qualifications for each grade.**

<b>POSITION</b>	<b>APPRENTICE</b>	<b>JOURNEYMAN</b>	<b>MASTER</b>
<b>DISPATCHERS</b>			
Dispatcher	Complete Initial Training Outline (1 <sup>st</sup> 6 months). POST Certifications (1 <sup>st</sup> Year). CJIN Certification 1 <sup>st</sup> 9 Months). 911 Officer Certification (within 60 days of hire). E MD Certification (within 60 days of hire). FCO Certification (within 60 days of hire). Demonstrate proficiency in job. Attend Jailer School.	Maintain Certifications. Attend recurring monthly training. CJIN Advanced Training. Complete POST Training Officer Program. Demonstrate proficiency in job. Provide Training as assigned.	Maintain Certifications. Provide Training as assigned. Demonstrate proficiency in job.
Head Dispatcher	Complete Initial Training Outline (1 <sup>st</sup> 6 months). POST Certifications (1 <sup>st</sup> Year). CJIN Certification 1 <sup>st</sup> 9 Months). 911 Officer Certification (within 60 days of hire). E MD Certification (within 60 days of hire). FCO Certification (within 60 days of hire). TAC Certification. Attend TAC Conference. Demonstrate proficiency in job. Attend Jailer School.	Maintain Certifications. Attend recurring monthly training. CJIN Advanced Training. Complete POST Training Officer Program. Demonstrate proficiency in job. Attend TAC Conferences. Provide Training as assigned.	Maintain Certifications. Provide Training as assigned. Demonstrate proficiency in job.
<b>PUBLIC SERVICES</b>			
Operator I	Complete flagger training. Complete work zone safety class. Demonstrate proficiency with most equipment. Obtain/maintain CDL.	Maintain Apprentice level training. Maintain CDL. Demonstrate proficiency in job. Provide Training as assigned. Demonstrate knowledge of Grader operation. Proficiency in all equipment.	Maintain certifications. Provide training as assigned.
Operator II	Complete flagger training. Complete work zone safety class.	Maintain Apprentice level training. Maintain CDL.	Maintain certifications. Provide training as assigned.

<b>POSITION</b>	<b>APPRENTICE</b>	<b>JOURNEYMAN</b>	<b>MASTER</b>
Operator II (continued)	Demonstrate proficiency with most equipment. Obtain/maintain CDL Complete water certification Complete wastewater certification	Demonstrate proficiency in job. Provide training as assigned. Demonstrate knowledge of Grader operation Proficiency in all equipment	Maintain certifications. Provide training as assigned.
Recreation Coordinator	Provide documentation of specialized training in recreation programming. Maintain lifeguard certification. Maintain Basic First Aid/CPR Certification.	Maintain Apprentice level training. Attain the following certifications: a. Certified Parks and Rec. Professional b. Certified Playground Safety Inspector Attain Lifeguard Instructor Certification Attain First Responder Certification Provide Training as assigned.	Maintain certifications. Provide training as assigned. First Aid/CPR Instructor.
Deputy Superintendent	Commercial Building Inspector Certification. Work Zone Technician Certification (MDT). Flagger Certification {MDT}. Montana Water Operator 2A, 3B. Montana Wastewater Operator 3C. Obtain/maintain CDL. Demonstrate knowledge with all equipment.	Maintain Apprentice level training. Maintain CDL. Maintain CEC for water/wastewater. Show proficiency in job. Attain ICC Plan Examiner Certification. Provide Training as assigned.	Maintain certifications. Attain ICC Building Official Certification. Provide Training as assigned.
<b>CITY COURT</b>			
Court Clerk	Attend & complete required training as outlined by the Supreme Court. Demonstrate proficiency in job. Demonstrate proficient use of court software. Demonstrate proficiency in record keeping.	Attend & complete required training as outlined by the Supreme Court. Maintain proficiency in job. Maintain proficient use of court software. Maintain proficiency in record keeping. Provide Training as assigned.	Attend & complete required training as outlined by the Supreme Court. Maintain proficiency in job. Maintain proficient use of court software. Maintain proficiency in record keeping. Provide training classes for dispatch and/or teach at state conferences as assigned.
<b>TOWN OFFICE</b>			
Town Clerk	Graduate from IIMC or MMCT&FOA accredited institute. Acquire Montana Notary. Demonstrate proficiency in use of software. Demonstrate proficiency in job.	Attain/maintain IIMC Certified Municipal Clerk (CMC) designation or Certified Montana Municipal Clerk {CMMC) designation. Maintain Montana Notary.	Attain/maintain CMFA or CMMFO designation. Provide training as needed to Town employees and Council Members. Maintain Montana Notary. Maintain proficiency in use of software.

POSITION	APPRENTICE	JOURNEYMAN	MASTER
Town Clerk (continued)		Begin coursework to obtain APT Certified Municipal Finance Administrator (CMFA) designation or Certified Montana Municipal Finance Officer (CMMFO) designation. Maintain proficiency in use of software. Maintain proficiency in job. Provide Training as assigned.	Maintain proficiency in job. Provide Training as assigned.
Deputy Town Clerk	Graduate from IIMC or MMCT&FOA accredited institute. Acquire Montana Notary. Demonstrate proficiency in use of software. Demonstrate proficiency in job.	Attain/maintain IIMC Certified Municipal Clerk (CMC) designation or MMCT&FOA Montana Clerk's certification. Maintain Montana Notary. Maintain proficiency in use of software. Maintain proficiency in job. Provide Training as assigned.	Provide training as needed to Town employees and Council Members. Maintain Montana Notary. Maintain proficiency in use of software. Maintain proficiency in job. Provide Training as assigned.
<b>JOB &amp; SOCIAL SERVICES DEPARTMENT</b>			
Job and Social Services Assistant	Learn Food Bank ordering and accounting system. Learn MT Job.gov site. Learn Community Help Fund voucher procedures. Learn all Office of Public Assistance programs. Learn UI4U procedures. Learn basic office machine maintenance Learn ordering and inventory procedures Show proficiency in use of software. Show proficiency in job.	Master Food Bank ordering and accounting system. Mast MT jobs.gov site. Master Community Help Fund voucher procedures. Master all Office of Public Assistance programs. Master UI4U procedures. Learn domestic abuse resources and procedures. Learn Order of Protection procedures. Learn Crime Victims Assistance procedures. Demonstrate proficiency in ordering and inventory control. Demonstrate proficiency in maintaining office machines. Demonstrate proficiency in use of software. Demonstrate proficiency in job.	Demonstrate proficiency and advanced knowledge in all of the above. Teach two classes to police/dispatchers on social services as assigned.

**Memorandum of Agreement**

**Between**

**Montana Federation of Public Employees**

**And**

**Town of West Yellowstone (All Classified Employees)**

This Memorandum of Agreement (“MOA”) is entered into by The Town of West Yellowstone (All Classified Employees) and the Montana Federation of Public Employees (MFPE).

The parties agree to amend the Town of West Yellowstone Collective Bargaining Agreement Jul1, 2017-June 30, 2018.

It is agreed the positions of Assistant Librarian, Court Clerk and Social Service Assistant are to be compensated at the below negotiated pay salary schedule.

FY 18			FY 19			FY 20		
\$1.00/hour			\$.60/hour			\$.50/hour		
Apprentice	Journey	Master	Apprentice	Journey	Master	Apprentice	Journey	Master
\$35,805	\$41,757	\$47,708	\$37,053	\$43,005	\$48,956	\$38,093	\$44,045	\$49,996

X Lisa Johnson 11/24/18  
Lisa Johnson                      date  
Local President

X MJC 12/3/18  
Megan Casey                      date  
MFPE Field Consultant

X D A M 11/24/18  
Daniel Sabolsky                      date  
Town Manager

X Eric Feaver 12/12/18  
Eric Feaver                      date  
MFPE President