

# AGREEMENT

between

The City of Dillon

and

Dillon City Employees

Local #7774 of the Montana  
Federation of Public Employees

July 1, 2023 - June 30, 2024

## ARTICLE IV - WORKING CONDITIONS

### A. WORKDAY / WEEK - WORK PERIOD - SHIFT ROTATION

1. A workweek shall be forty (40) hours. A workday will be eight (8) hours.
2. Normal work hours are 8am to 5pm Monday through Friday. The workweek is defined as 12:00 a.m. Sunday morning through 11:59pm Saturday night. Alternate work schedules may be allowed by mutual agreement between the City and employees. The total regular hours in all work periods in a calendar year may not exceed two thousand and eighty (2,080) hours per employee.
3. Employees shall have the right to exchange on-call when the exchange does not interfere with the best interest of the City and when the exchange has been approved by the Administration. On-call may not be exchanged unless mutually agreed to by the Administration and the employee.

### B. SEPARATIONS

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

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

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

### E. DUES ASSIGNMENT

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

The aggregate deduction will be remitted, together with an itemized list of individual employee names, contributions, and addresses of record to the Treasurer of the Association within five (5) working days from the date of the payroll distribution. The list will also contain the names of all new hires and/or terminations.

## ARTICLE VI - LEAVES

### A. ANNUAL LEAVE

1. Annual vacation leave will be granted in accordance with the provision of state law. Each full- time employee is entitled to and shall earn vacation credits from the first full pay period of employment as a full-time city employee. For calculating vacation leave credits, two thousand eighty (2,080) hours (52 weeks X 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. Vacation leave credits shall be earned in accordance with the following schedule:
  - a. From the first full pay period through ten (10) years of employment at the rate of fifteen (15) working days per year.
  - b. After ten (10) years through fifteen (15) years of employment at the rate of eighteen (18) working days per year.
  - c. After fifteen (15) years through twenty (20) years of employment at the rate of twenty-one (21) working days per year.
  - d. After twenty (20) years of employment at the rate of twenty-four (24) working days per year.
2. An employee who voluntarily terminates his/her employment with the Employer after six (6) months of service shall be entitled upon the date of such termination to cash compensation for unused vacation leave.
3. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum numbers of days earned annually as of the last day of any calendar year. In any case, no employee shall carry more than two (2) times the maximum number of days earned annually from one calendar year into the next calendar year.
4. If a holiday(s) occurs during a period in which an employee takes vacation, the holiday(s) shall not be charged against the employee's annual vacation leave and will be compensated in a manner provided by law.
5. Vacation leave shall not accrue during a leave of absence without pay, which exceeds fifteen (15) calendar days.
6. In the event of the death of an employee, unused vacation time shall be paid to the employee's heirs(s) at the employee's current rate of pay.
7. The Employer shall keep records of vacation leave allowances. The Employer shall prepare and maintain monthly reports, on forms provided for such purposes, showing the number of days accumulated and taken for vacation leave for each employee. Such reports shall be easily accessible to the employees.

7. In the event an illness in an employee's immediate family requires his/her attendance, he/she may use sick leave with approval of the Administration.
8. Illness that occurs during an employee's vacation may be charged to accumulated sick leave.
9. For the purpose of this Agreement, immediate family is defined as and will include the following relatives; spouse, children, parents, brother, sister, parents-in-law, brothers-in-law, sisters-in-law, or grandparents. Special circumstances will be handled and approved on a per case basis by the Administration.

#### C. FUNERAL LEAVE

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

#### D. MILITARY LEAVE

Any permanent employee shall be granted a leave of absence with pay not to exceed fifteen (15) working days per calendar year for attending regular encampments, training cruises, or similar training programs, under military order properly issued by military authorities. Such absences shall not be charged against other leave credits earned by the Employer. To qualify for military leave, an employee must have been employed by the Employer as a full-time employee for a period of six (6) months. The right to return to employment without loss of benefits shall be governed by applicable state and federal law(s).

#### E. WITNESS AND JURY DUTY LEAVE

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

#### F. LEAVE WITHOUT PAY

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

has a cause of action for the injury which necessitated the payments by the Employer, or against an employee who has successfully prosecuted such a cause of action. The Employer's reimbursement shall equal the amount of compensation recovered by the employee less a pro rata share of the cost of the cause of action.

#### **ARTICLE VIII - SENIORITY**

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

#### **ARTICLE IX - GRIEVANCE PROCEDURE**

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

- A. An employee shall be selected by the Association to act as the Association's representative and shall constitute the Association's grievance committee chairman.
- B. No employee at any stage of the grievance procedure shall be required to meet with any administrator without Association representation.
- C. If a grievance arises from the action of authority higher than that of the Director of Operations, the association may present such grievance at the appropriate step of the grievance procedure.
- D. A grievance shall mean a complaint by an employee that there has been a violation, misinterpretation, or misapplication of the provisions of the Agreement.
- E. Departure from the established grievance procedure by the Employer shall cause the grievance to proceed to the immediately following step. Departure from the established procedure by the Association shall, at other than the first step, cause the grievance to proceed to the immediately following step. Departure from the established procedure by the Association at the first step shall nullify the grievance.
- F. Any action taken by the Employer or any action of the Employer which causes or may cause physical harm to an employee or employees or causes an employee or employees

- J. It is agreed that any deadline mentioned above in the grievance procedure, may by mutual agreement of the Employer and the Association, be extended for a specific number of days.

## **ARTICLE X- COMPENSATION**

### **A. SALARIES AND WAGES**

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

Name	Grade	Step	Hourly/Rate 2023-2024
Jason, J	7	3	\$26.35
Stan	4	6	\$20.75
Nick	3	1	\$18.06
Jason, E	2	5	\$17.18
Mike	2	7	\$17.52
Kristy	1	8	\$16.18
Serena	2	1	\$16.51
Greg	2	3	\$16.84
Open Works Position (min start)	1	8	\$16.18
Kristina	1	6	\$15.86
Megan	1	1	\$15.09
Danielle	3	4	\$18.60

### **B. LONGEVITY**

1. Starting the third (3<sup>rd</sup>) anniversary of continuous full-time employment (thirty-two plus (32+) hours) the employee will receive twenty (\$20) dollars a month as a longevity stipend. The stipend will start at the beginning of the employee's anniversary month. The longevity stipend is cumulative and will increase by twenty (\$20) dollars each subsequent year of continuous employment after the third (3<sup>rd</sup>) year.
2. The longevity stipend will be in effect starting July 1, 2023. The stipend is not retroactive for current employees.
3. For the purpose of applying the longevity stipend, the anniversary date for Stan Roder and Jason Johnson will be July 1, 2023. They will receive a twenty (\$20) dollar a month stipend starting in July of 2023.

## G. CLOTHING ALLOWANCE

The Employer shall furnish a maximum sum of two hundred fifty dollars (\$250.00) per year as a clothing allowance to all employees other than probationary employees, whose job duties require outdoor work, for the purchase of coveralls, gloves, and other needed apparel. This allowance is only available for employees who work outdoors in the following departments: cemetery, street and alley, water and sewer, and parks. The allowance shall be paid as a reimbursement upon an employee presenting a receipt for a purchased item.

## **ARTICLE XI - DEPARTMENT ORGANIZATION**

- A. For the purposes of this agreement the City is divided into the following departments:
1. Water and Sewer
  2. Street and Alley
  3. Cemetery
  4. Parks
  5. Animal Control
  6. Senior Citizens/Bus
  7. City Hall
  8. Judicial
  9. Police
- B. The immediate supervisor for the Water and Sewer, Street and Alley, Cemetery, Parks, Animal Control, and Senior Citizens/Bus shall be the Director of Operations.
- C. The immediate supervisor for the Deputy City Clerk and the Water Clerk shall be the City Clerk.
- D. The immediate supervisor for the Judicial Clerk shall be the City Judge.
- E. The immediate supervisor for the Police Administration Secretary shall be the Chief of Police.
- F. Aside from the Judicial Clerk, all employees will be responsible for taking orders from only the Mayor or the immediate supervisor of each department.
- G. Disciplinary action deemed necessary by the employee's supervisor or the Mayor shall be held in private with the employee and handled in such a manner so as not to endanger or discredit the employee in the presence of his/her co-workers.

## **ARTICLE XII - TERMINATION AND RENEWAL**

- A. This agreement, including all addenda, shall remain in full force and effect from the 1<sup>st</sup> day of July 2023 to the 30<sup>th</sup> day of June 2024, and shall renew itself thereafter, unless either party

## Addendum A

Effective July 1, 2023, employees will be placed on the matrix at the grade and step listed in Article X- Compensation, A. Salary and Wages. New employees hired after July 1, 2023, will be placed on the step and grade based upon experience determined in the sole discretion of the Employer, the minimum step and grade for new hires is listed in Article X- Compensation, C-Starting Grade and Step (minimum). After successful completion of one (1)-year probation, new employees will be re-evaluated, and the salary may be adjusted up to a maximum of four (4) steps at the discretion of the Employer.

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Grade 1	\$31,397.01	\$31,710.98	\$32,028.09	\$32,348.37	\$32,671.86	\$32,998.58	\$33,328.56	\$33,661.85	\$33,998.47
Grade 2	\$34,338.45	\$34,681.84	\$35,028.65	\$35,378.94	\$35,732.73	\$36,090.06	\$36,450.96	\$36,815.47	\$37,183.62
Grade 3	\$37,555.46	\$37,931.01	\$38,310.32	\$38,693.43	\$39,080.36	\$39,471.16	\$39,865.88	\$40,264.53	\$40,667.18
Grade 4	\$41,073.85	\$41,484.59	\$41,899.44	\$42,318.43	\$42,741.61	\$43,169.03	\$43,600.72	\$44,036.73	\$44,477.10
Grade 5	\$44,921.87	\$45,371.08	\$45,824.80	\$46,283.04	\$46,745.87	\$47,213.33	\$47,685.47	\$48,162.32	\$48,643.94
Grade 6	\$49,130.38	\$49,621.69	\$50,117.90	\$50,619.08	\$51,125.27	\$51,636.53	\$52,152.89	\$52,674.42	\$53,201.17
Grade 7	\$53,733.18	\$54,270.51	\$54,813.21	\$55,361.35	\$55,914.96	\$56,474.11	\$57,038.85	\$57,609.24	\$58,185.33
Grade 8	\$58,767.18	\$59,354.86	\$59,948.40	\$60,547.89	\$61,153.37	\$61,764.90	\$62,382.55	\$63,006.38	\$63,636.44
Grade 9	\$64,272.80	\$64,915.53	\$65,564.69	\$66,220.33	\$66,882.54	\$67,551.36	\$68,226.88	\$68,909.15	\$69,598.24
Grade 10	\$70,294.22	\$70,997.16	\$71,707.13	\$72,424.20	\$73,148.45	\$73,879.93	\$74,618.73	\$75,364.92	\$76,118.57
Grade 11	\$76,879.75	\$77,648.55	\$78,425.04	\$79,209.29	\$80,001.38	\$80,801.39	\$81,609.41	\$82,425.50	\$83,249.76
Grade 12	\$84,082.25	\$84,923.08	\$85,772.31	\$86,630.03	\$87,496.33	\$88,371.29	\$89,255.01	\$90,147.56	\$91,049.03
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Grade 1	\$15.09	\$15.25	\$15.40	\$15.55	\$15.71	\$15.86	\$16.02	\$16.18	\$16.35
Grade 2	\$16.51	\$16.67	\$16.84	\$17.01	\$17.18	\$17.35	\$17.52	\$17.70	\$17.88
Grade 3	\$18.06	\$18.24	\$18.42	\$18.60	\$18.79	\$18.98	\$19.17	\$19.36	\$19.55
Grade 4	\$19.75	\$19.94	\$20.14	\$20.35	\$20.55	\$20.75	\$20.96	\$21.17	\$21.38
Grade 5	\$21.60	\$21.81	\$22.03	\$22.25	\$22.47	\$22.70	\$22.93	\$23.15	\$23.39
Grade 6	\$23.62	\$23.86	\$24.10	\$24.34	\$24.58	\$24.83	\$25.07	\$25.32	\$25.58
Grade 7	\$25.83	\$26.09	\$26.35	\$26.62	\$26.88	\$27.15	\$27.42	\$27.70	\$27.97
Grade 8	\$28.25	\$28.54	\$28.82	\$29.11	\$29.40	\$29.69	\$29.99	\$30.29	\$30.59
Grade 9	\$30.90	\$31.21	\$31.52	\$31.84	\$32.16	\$32.48	\$32.80	\$33.13	\$33.46
Grade 10	\$33.80	\$34.13	\$34.47	\$34.82	\$35.17	\$35.52	\$35.87	\$36.23	\$36.60
Grade 11	\$36.96	\$37.33	\$37.70	\$38.08	\$38.46	\$38.85	\$39.24	\$39.63	\$40.02
Grade 12	\$40.42	\$40.83	\$41.24	\$41.65	\$42.07	\$42.49	\$42.91	\$43.34	\$43.77

- The hourly rate will be used to calculate salary. The yearly salary above is for reference only and may differ due to rounding.