

**COLLECTIVE BARGAINING
AGREEMENT
between
CITY OF COLSTRIP, MONTANA
AND
MONTANA FEDERATION
OF PUBLIC EMPLOYEES
COLSTRIP CITY EMPLOYEES UNIT**

July 1, 2022-June 30, 2026

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AGREEMENT

PREAMBLE

This Agreement is made and entered into by and between the CITY OF COLSTRIP, MONTANA hereinafter referred to as the “CITY” or “EMPLOYER”, and the MONTANA PUBLIC EMPLOYEES ASSOCIATION/MONTANA FEDERATION OF PUBLIC EMPLOYEES, COLSTRIP CITY EMPLOYEES UNIT hereinafter referred to as the “ASSOCIATION”. It is the purpose of this agreement to set forth the terms and conditions to which each party is bound and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party. The rights of the Employer and the Association shall be respected and the provisions of the Agreement shall be observed through the orderly settlements of questions arising from it.

For the purpose of this Agreement, the term “collective bargaining” shall be defined as to include questions concerning wages, fringe benefits, and working conditions. The Employer and the Association furthermore agree to accept their mutual responsibility to ensure Equal Employment Opportunity in all aspects of employment as set forth in this Agreement.

ARTICLE I

Recognition

The COLSTRIP CITY EMPLOYEES UNIT, hereinafter called the “Association”, is hereby recognized by the CITY OF COLSTRIP, MONTANA, hereinafter called the “City” or “Employer”, as the sole bargaining agent for all permanent full and part-time personnel in the positions of: custodian, solid waste operator, deputy city clerk, maintenance worker/utility operator, maintenance worker/utility senior operator, lead operator-wastewater/water, fire department clerk, and planning/building official, as determined by the State Board of Personnel Appeals.

ARTICLE II

Management Rights

- A. The Association recognizes the prerogative of the Employer to operate its affairs in all respects in accordance with its responsibilities, and the powers or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer, and in such areas as, but not limited to, the following to-wit:
1. Directing employees;
 2. Hiring, promoting, transferring, assigning and retaining employees;
 3. Relieving employees from duties because of lack of work or under conditions where continuation of such work would be inefficient and non-productive;
 4. Maintaining the efficiency of government operations;
 5. Determining the methods, means, job classifications, organization, and personnel by which operations of the Employer are to be conducted;
 6. Taking whatever actions may be necessary to carry out the mission of the Employer in situations of emergency;
 7. Establishing the methods and means by which work is to be performed;
 8. Establishing reasonable or ordinary work rules and policies;
 9. All work scheduling will be at the discretion of the employer including scheduling of overtime as required, in a manner most advantageous to the Employer and consistent with its requirements.
 10. The Employer shall have up to twelve (12) months for new hires, hired after 9/20/2022 to determine his/her satisfactory performance in the positions covered by this Agreement and may dismiss such employee without just cause during such probationary period.
 11. The Association recognizes that the City 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 (MCA 39-31-303). The Association further agrees that all management rights, functions, and prerogatives not expressly delegated in this agreement are reserved to the City.
- B. The Association recognizes that the Employer has statutory and other rights and obligations in contracting for matters relating to municipal operations. 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.

- C. In order to facilitate communications and resolve issues of mutual interest (non-grievance), it is agreed that a Labor/Management Committee shall be established with participation of representatives of the MPEA City Employees Unit, Police Unit, and City of Colstrip. The committee will be comprised of three representatives from the unions and three representatives from management/city council. The Board of Personnel Appeals (BOPA) will facilitate the meetings and provide training and structure. When the LMC has matured and become effective and by a unanimous vote of the LMC committee members, assistance from BOPA may be ended. However, should the need arise, either Labor or Management may request further assistance from BOPA. The committee shall meet at least quarterly, and either side may initiate additional meetings as needed. Facilitators or trainers will be utilized as needed. Meetings will be held at mutually agreeable times and committee members will be compensated at their regular rate of pay if a meeting occurs outside of regular working hours.
- D. The Association representative(s) shall be given the opportunity to meet with the Employer in advance of any changes in personnel policies or other written policies that affect the employees in the bargaining unit. The Employer shall notify the Association in writing of any changes made to Employer's Policy and Procedures Manual during the duration of this Agreement. The Association will have thirty (30) days to confer, discuss, and make comment about any proposed policy and procedure changes. It is understood that the final decision regarding policy changes rests with the Employer.

ARTICLE III

Dues Assignment

- A. The Employer agrees to accept and honor an employee's voluntary written assignment of wages for payment of Association dues or equivalent contributions, 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.

- B. The aggregate deduction will be remitted, together with an itemized list of individual employee names, contributions, and addresses of record (not every time; annual or semi-annual), 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.
- C. The Association agrees to hold the Employer harmless for unintentional errors in the collection of voluntary written assignments of monies.

ARTICLE IV

Hours of Work, Breaks and Compensation

- A. Full-time Employee Work Schedule: A regular workweek shall consist of forty (40) hours worked in five (5) consecutive days either preceded or followed by two (2) days off. A regular work day shall consist of a basic schedule of eight (8) consecutive hours, exclusive of meal breaks, which is preceded and followed by at least eight (8) hours off. Normal working hours are 8AM to 5PM. The employer and employee may agree to an alternate work schedule wherein forty (40) hours may be worked at straight time in other than five (5) days or eight (8) hour days.
- B. Part-time Employee Work Schedule: Part-time employees will work a schedule mutually agreed upon by the employee and employer.
- C. Schedule Changes: An employee will be given at least two weeks advance notice before having his/her work schedule changed. The only exception to the notice requirement is when an emergency has been declared. Notice time may be waived by mutual agreement.
- D. Rest Breaks: Full-time employees shall be allowed a duty-free fifteen (15) minute rest break in both the first and second half of each scheduled shift. Part-time employees will be allowed a duty-free fifteen (15) minute rest break within each four (4) consecutive hour work period. It shall be the supervisor's responsibility to make time available to allow each employee an opportunity to take breaks. Such breaks shall be taken without loss of pay, and the employee shall not be required to make up such time. Unused rest breaks do not accrue.

E. Meal Periods One sixty (60) minute meal period shall be allowed per eight (8) hour workday. No employee shall be required to work more than six (6) consecutive hours without being allowed a meal period, except where necessitated by unique job requirements. Any employee who is not granted an unpaid meal period, shall be granted an opportunity to consume a meal during working hours. Upon mutual agreement between an employee and supervisor, the employee may take a partial meal period in exchange for a shortened work day.

F. Compensation

The pay period is a two week period beginning on Monday and ending on Sunday. There shall be NO pay advances under any circumstances. No checks will be mailed nor shall any other person be allowed to pick up an employee's payroll check, other than the Supervisor, without prior written authorization of the employee on file.

Wage increases shall be as follows:

Section 1. Pay Schedule

Job Titles	Custodian	Solid Waste Operator	Deputy City Clerk	Maintenance Worker/Utility Operator	Senior Maintenance Worker/Lead Utility Operator	Lead Operator waste water/water	Code Enforcement/Planning/Building Official	Fire Department Clerk
Step	Hourly Rate							
1	15.84	21.22	22.28	23.39	28.43	28.43	21.22	21.22
2	16.31	21.87	22.96	24.11	29.31	29.31	21.87	21.87
3	16.82	22.54	23.67	24.95	30.21	30.21	22.54	22.54
4	17.34	23.23	24.39	25.61	31.14	31.14	23.23	23.23
5	17.86	23.95	25.14	26.4	32.09	32.09	23.95	23.95
6	18.42	24.68	25.91	27.21	33.07	33.07	24.68	24.68
7	18.98	25.44	26.71	28.04	34.09	34.09	25.44	25.44
8	19.57	26.22	27.53	28.9	35.14	35.14	26.22	26.22
9	20.17	27.03	28.37	29.79	36.21	36.21	27.03	27.03

10	20.78	27.86	29.24	30.71	37.32	37.32	27.86	27.86
11	21.42	28.71	30.14	31.65	38.48	38.48	28.71	28.71

Section 2.Placement on Salary Schedule:

The following rules shall be applicable in determining placement of staff into the salary schedule.

Current Employees:

Current employees effective 7/1/2022 shall be placed into the matrix according to their current years of service. For example, an employee who has completed 5 years of service with the City would be placed at step 6 of the matrix.

New Employees:

A new employee will generally start at step 1, however a certified and qualified candidate can be brought in up to step 5 of the pay matrix.

Movement:

On the hiring anniversary of the employee, he or she shall progress forward into the next step of his or her classification. Current Employees carry over years of service into their next classification.

Section 3. Cost of Living increase:

For the term of this agreement the base pay of the pay schedule shall be increased by 3% each year effective July 1.

2022 Retroactive Back Pay:

Effective the pay period following ratification of this agreement, the City shall issue in a separate payable check a one-time only lump sum amount to each member of the bargaining unit for credit of retroactive pay.

For employees hired in or before July, 2022 - \$2000

Employees hired in August, 2022 \$1000

Employees hired in or after September, 2022 as of September 20, 2022 - \$500

Section 4. Relief Work:

For work completed fulfilling a higher position in excess of 3 actual workdays the employee shall receive an additional \$2 an hour for performing those duties until replaced or relieved.

G. Information Technology (IT) Pay: An employee who is assigned by the City to complete IT duties shall receive an additional 15% pay (based on the regular rate) per hour for those hours spent conducting IT duties. These duties will generally be completed during regular working hours as other duties permit. FLSA overtime provisions will apply.

H. Overtime: Overtime work may be required. Overtime will be calculated to the nearest quarter hour worked. Overtime hours will be compensated at one and one-half times the employee's regular rate of pay for each hour worked in excess of forty (40) hour during a workweek. An employee may work more than eight (8) hours in any workday, but overtime will be paid only for hours worked in excess of forty (40) hours in any one workweek. Sick leave, vacation leave, compensatory leave, and holiday leave are counted as hours worked toward the calculation of overtime. The reason for all overtime pay shall be noted as per city policy. There shall be no rescheduling of the regular work schedule to avoid the payment of overtime. The employee may choose to flex their schedule upon mutual agreement with his/her supervisor.

I. On Call Pay

An employee may be scheduled to be on-call. When on-call an employee will be compensated for one (1) hour at one and one half (1.5) times the regular rate of pay for each on-call period which is less than sixteen (16) consecutive hours. When on-call for sixteen (16) to twenty-four (24) consecutive hours, an employee will be compensated for two (2) hours at one and one half (1.5) times the regular rate of pay. If the employee is actually called out, compensatory time, sick leave, and holidays count towards hours worked for the purposes of calculating overtime. In addition, every hour actually worked will be paid at the rate of pay earned. Personnel will not be compensated for on-call when there are other employees working which are qualified to cover the work requirements.

J. Compensatory Time

Compensatory time may be allowed in lieu of overtime pay at the discretion of the

employee's supervisor. Compensatory time will be calculated to the nearest quarter hour worked. Compensatory time accrual shall be limited to a maximum of forty (40) hours. Compensatory time shall be accrued at the rate of one and one half (1.5) hours for each actual hour worked over forty (40) hours in a week, unless an alternate work schedule has been previously agreed to. In the case of a previously approved alternate work schedule, hours worked in excess of the agreed to daily or weekly periods may be accrued as compensatory time. Use of compensatory time shall be mutually scheduled with the employee and the Supervisor in advance and should be used within (6) six months. All compensatory time accumulated to forty (40) hours will be rolled over into the next year although the maximum cap remains at 40 hours total. At the discretion of the employee, comp time and any remaining accumulated hours over 40 can and will be cashed out on the last pay date of each fiscal year. When, taking time off, it will be the employees' choice to use accrued vacation or compensatory time.

K. Call Outs:

An employee called back to work, not as an extension of the regular shift, shall be compensated for a minimum of one (1) hour at 1 and 1/2 times the regular rate of pay.

L. Prescheduled Meeting: Prescheduled meetings that occur outside the regular workday or work hours will be compensated at the overtime/compensatory rate for a minimum of one (1) hour per occurrence specifically for the front office staff of the City.

M. Negotiator's Pay:

The City agrees to grant paid release time for two (2) designated Association members to take part in actual negotiations. Additional members who attend shall do so on their own time unless specifically summoned in concurrence with management. The City will not compensate negotiators for any overtime during negotiations unless specifically preapproved by the Mayor. If negotiations take place outside of regular working hours, the City will not compensate negotiators for their time.

N. Clothing/Equipment Reimbursement:

A clothing reimbursement will be allocated for employees each year. All employees shall receive \$400 per year. The purpose of the reimbursement is for the purchase of upper or outer clothing to be worn at work or during official functions and shall bear the official city logo. The city will reimburse Public Works Department employees an additional \$200 per year for the purchase of high-quality steel-toed boots. Public Works employees are encouraged to wear logo attire on duty.

- O. Certification Pay:** Employees will receive an additional 50¢ per hour for each below listed certification received outside of the job description for example, a lead waste and water operators are expected to have water certifications. The certifications stack/accumulate, so for example, if a person holds two certifications, that employee will receive an additional \$1.00 per hour.
- a. Water
 - b. Water Distribution
 - c. Wastewater
 - d. Planning
 - e. Code Enforcement
 - f. Residential Inspection

Clerks receiving the Montana Municipal Clerk certification shall receive a \$1.50 extra an hour.

P. Montana State Pesticide Applicator License pay:

An employee holding Montana State Pesticide Applicator License(s) with classifications of Mosquito Abatement, Turf and Ornamental, Aquatic Pest Control or Regulatory Weed will receive a premium of \$2.50 per hour over regular pay scale during performance of those duties. These duties will be completed during regular work hours. The City of Colstrip may out-source these duties to any contractor of the City's choice. The City retains the right to include these duties in regular job descriptions.

Q. Termination Pay:

If an employee quits, is laid off, or discharged, all regular wages will be paid the next

regular payday, or within fifteen (15) days of termination, whichever is first. Termination pay includes accrued compensatory time, vacation, and 1/2 (50%) of the unused sick leave.

R. Retirement Plan:

City of Colstrip personnel will be in the Montana Public Employees Retirement System (PERS) and will have opportunity to participate at their own expense in a 457 supplemental retirement plan.

ARTICLE V

Fringe Benefits

A. Vacation Leave

1. Each employee shall earn annual leave credits. Proportionate credits shall be earned at the end of each pay period. Employees are not entitled to use any vacation leave with pay until they have continuously been employed for a period of six (6) calendar months. Credits shall be earned according to the following schedule:

<u>Year of Employment</u>	* <u>Work day credit</u>	* <u>Work day credit</u>
	<u>Per Month</u>	<u>Per Year</u>
1 Full Pay Period through 10 years	1.25	15
10 Years through 15 Years	1.5	18
15 Years through 20 Years	1.75	21
20 Years on	2.0	24

After an employee has completed 24 years of actual service with the City (no credit for prior employment elsewhere), the employee will accrue leave at the following rate:

25 Years on	3.0	36
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*Based on an eight (8) hour day.

2. Separation from service cash for unused vacation leave. An employee who terminates his employment with the City, for reasons not reflecting discredit on himself, shall be entitled on the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period. However, if an employee transfers between departments of the same City jurisdiction, there shall be no cash compensation paid for unused vacation leave. It will transfer with the employee to the new department within the City.
3. Unused Vacation Leave may be accumulated to a total not to exceed two (2) times the maximum number of hours earned annually as of the last day of the calendar year. Excess vacation time will be administered according to state law.
4. The dates when an employee may take accrued vacation shall be determined by agreement between the employee and the supervisor.
5. Unused vacation leave time shall be paid at his or her regular rate of compensation to the employee or his or her heirs at the time of separation from service or death.
6. It shall be unlawful for the Employer to terminate or separate an employee from his/her employment in an attempt to circumvent the provisions of this agreement.
7. Seniority preference for vacation time will be for the first 3 months of the calendar year and first come first serve thereafter.

B. Sick Leave:

1. This section (Sick Leave and Family Medical Leave Act) will be governed by City Policy as of July 1, 2011, and will include corresponding in-laws.
2. Full time employees will be credited with one (1) 8-hour work day per month up to twelve (12) 8-hour working days per year for sick leave at regular rate of pay. Part time or seasonal employees may receive pro-rated sick leave credit after working the qualifying period. Short Term employees are not eligible for sick leave credits.
3. Sick leave is for the benefit of the employee for illness or medical purposes and is not intended to be used as time off with pay. Falsification of illness or injury becomes cause for termination and forfeiture of the lump sum payment.
4.
 - a. Employees will be allowed to move portions of their accrued sick leave balance from sick leave to one of the city's qualified deferred compensation plans. Sick leave hours converted to a city designated deferred compensation plan will be paid at 75% of the employee's hourly rate at the time the hours are converted. This will occur during the month of August of each year and cover hours as of June 30th of that year. Employees will not be able to take the hours in the form of cash. Employees remaining sick leave balances will continue to be paid at 50 percent of the employee's hourly rate at retirement or termination.
 - b. Sick leave hours eligible to move to deferred compensation account are subject to the following restrictions:
 - i) Employees may not move sick leave hours if they do not have a minimum of two years sick leave accrual (192 hours or as pro-rated for part time employees) on the books nor will they be able to move any sick leave hours which cause their sick leave balance to fall below 192 hours.
 - ii) The amount of sick leave eligible to move to a supplemental retirement account will be determined on an annual basis as of June 30th of each year.
 - iii) The minimum amount of leave that can be transferred is 8 hours.

c. The annual election to convert sickleave hours into deferred compensation under this program is irrevocable. Once sick leave hours are converted, then they cannot be 'purchased back' for use as leave at a future point in time.

d. Conversions to the City's designated deferred compensation plan will be done at 75% of the employee's current hourly rate and conversions to an existing sick leave bank will be done hour-for-hour.

C. Holidays:

1. Employees shall be granted the following holidays without loss of pay:

- a. January 1 - New Year's Day
- b. Third Monday in January - Martin Luther King Day
- c. Third Monday in February - President's Day
- d. Last Monday in May - Memorial Day
- e. July 4 - Independence Day
- f. First Monday in September - Labor Day
- g. Second Monday in October - Columbus Day
- h. November 11 - Veterans Day
- i. Fourth Thursday in November - Thanksgiving Day
- j. December 25 -- Christmas
- k. State General Election Day (When applicable)

In addition to the above holidays, employees shall be granted the following days as holidays without loss of pay: Any additional day declared a legal holiday by the Governor of Montana or the Mayor of Colstrip with the exception of Sundays which are not otherwise holidays.

2. a. Employees required to work on 'family holidays' of Memorial Day, July 4 Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be compensated at their regular rate of pay for four (4) additional hours for working these holidays. The Employer shall determine those employees required to work such holiday time.

b. The following will govern those who work partial days for whatever reason on the specified holidays. The family holiday pay will be prorated based upon how many hours a member works, as follows:

- 1 minutes to 60 minutes = 1 hour work credit = .5 hour of family holiday pay
- For every additional 1 to 30 minutes increment worked thereafter, .25 hour of family holiday pay shall be earned.

3. Columbus Day may be exchanged for the Friday after Thanksgiving by mutual agreement of the employer and employee.
4. Employees on administrative leave with pay on a holiday will receive holiday pay.

D. Emergency Leave:

Upon the death of a member of the employee's immediate family, an employee may be granted up to five (5) eight hour scheduled work shifts or the equivalent of 40 hours for those employees working more than eight hour shifts off without loss of pay. Additional time off charged to sick leave or vacation leave may be granted upon approval of the Mayor. Immediate family is defined as the employee's spouse, parents, children, household dependents, brothers, sisters, brothers-in-law, sisters-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, aunts, uncles, and the same relationship of the spouse.

E. Jury Service and Subpoena

Each employee who is under proper summons as a juror or subpoenaed as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the Employer. Juror fees earned during an employee's normal working hours shall be applied against the amount due to the employee from his/her Employer. However, if an employee elects to charge his juror or witness time against his/her annual leave, he/she shall not be required to remit his/her fees to the Employer. In no instance is an employee required to remit to his/her Employer any expense or mileage allowance paid by the court. Employee shall not lose cumulative benefits because of juror or witness service.

F. Military Leave

Any employee who is a member of the organized National Guard of the State of Montana or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given an annual leave of absence with pay, after six (6) months of employment, for attending encampments, training cruises, or similar training programs, not to exceed fifteen (15) working days per calendar year under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee.

G. Leave Without Pay:

As a general rule, Leaves of Absence create inequities in that all employees cannot be granted comparable privileges, and as such requests for Leave are seldom in the best interests of the City. Requests for Leaves of Absence without pay may be granted only under extreme and unusual circumstances and in accordance with the following guidelines:

1. All other appropriate and available leaves must be used before a leave of absence without pay is granted.
2. Leaves of absence will be handled as follows:
 - a. All requests for leaves of absence will be submitted to the Mayor for approval.
 - b. Except in unusual circumstances, no requests for leave of absence will be granted unless the employee has completed one (1) year of continuous, full time employment.
 - c. Seniority, Vacation, and sick leave eligibility dates will be advanced one (1) day for each day of absence. All other employee benefit programs will be continued. In the case of absences of more than fifteen (15) days, special arrangements need to be made to continue group health and life insurance coverage. An employee who fails to return from their approved leave of absence may be required to repay the City for any benefits extended to them during their leave.

- d. In the event that an employee on leave of absence wishes to return to work earlier than anticipated, such request will be made in writing and the Mayor may decide to either accept or deny that request.
- e. Consideration will be given to requests and recommendations for unpaid leave of absence in accordance with the following conditions:
 - (i) Personal illness or accident. When absence beyond the time provided by the paid sick leave policy is necessary, a physician's statement must be submitted showing diagnosis of illness or injury, prognosis, and expected date of return to work.
 - (ii) Family illness or personal business. When circumstances are of such an exceptional nature that it compels absence from work, requests must be submitted in writing specifying complete details for the reasons for the request.

H. General Provisions

- 1. An employee may not accrue any leave credits during a continuous leave of absence without pay which exceeds fifteen (15) calendar days.
- 2. All leaves covered under this Agreement must have prior notification and approval of the employee's supervisor. Leaves shall not be unreasonably denied.
- 3. All leaves covered under this Agreement shall be charged to the nearest one-quarter (1/4) hours.

I. Insurance

Benefits

- 1. The Benefit Coordinator is responsible for all communications and disclosures concerning City benefits and for compliance with all applicable laws and regulations. In addition, the Benefit Coordinator shall be available to answer employees' questions concerning benefits and shall counsel new employees, employees as they achieve eligibility, retiring employees, and non-employee beneficiaries as to specific benefit coverage and required forms and designations. The Benefit Coordinator will furnish to each eligible employee, information relating to any City Deferred Compensation as provided for pursuant to Montana Statutes. The Benefit Coordinator will furnish the following information to each participant in a Health and/or Pension plan:
 - a. Summary description of the plan within ninety (90) days after the individual becomes a participant or first receives benefits;

- b. A summary description of any material modification of the plan within a reasonable time following adoption of such modification;
 - c. An option to participate in PERS, unless it has been determined participation is mandatory.
- 2. The City will maintain a Wellness Program as determined and provided by MMIA. The City will also maintain the Med-Ex machine benefit.
- 3. The City will administer a voluntary Fitness Program for employees. Employees are required to use their own time for exercise. Requirements of the program are a minimum of 3 exercise sessions per week of at least 30 minutes per session, which will be recorded by the employee. Weekly drawings will be held for those meeting the requirements of the program. Employees that faithfully participate in the program for one year will receive an additional vacation day. The award is made in October and will be prorated for those with less than a year of participation.
- 4. The City and Union will form an active Insurance Committee, which will be governed as written below.
 - a. The insurance committee will review the City's benefit package on an annual basis. The insurance committee will be comprised of three representatives from the bargaining units and three members of management/city council.
 - b. If the insurance carrier makes major changes that are beyond the control of the City (excluding benefit items such as but not limited to x-rays, etc.), the City and Union agree to negotiate implementation of the changes.
- c. The insurance committee will meet at least twice each year with the intent to reach agreement. The council will make the final decision each year on insurance benefits for the City as a whole.
- 5. Unemployment and Workers Compensation Insurance is paid fully by the City and covers all employees.
- 6. The City of Colstrip provides health insurance coverage for all full time employees and part-time employees based on a prorated scale: 3/4 time employees receive 75% of the fulltime benefit, and 1/2 time employees receive 50% of the fulltime benefit. Employees working less than 1/2 time will receive FSA only.

The City pays 100% of the MMLA. Madison plan family rate for fulltime employees and prorated for part time employees as listed above. The City pays 100% of dental, vision, and life insurance for employees who work at least half time.

If an employee chooses another option on the menu of plans, this equates to the City's contribution and the employee must make up the difference, if any. Any difference may be taken from the allocated flexible medical spending account.

7. The City of Colstrip will contribute \$2500 per year into each participants flexible medical spending account (FSA) or will provide each participant with a "half cash" option of \$1250 which is subject to applicable taxes which are the responsibility of the participant. Unused portions will be returned to the participants equitably at the end of the plan year once the City has received the unused benefits. The year-end grace period for individuals will remain in place.
8. If there is a change in the law and the City no longer pays for employee insurance and flex plan, then the employer and union shall meet and negotiate a new provision that converts the cost of this benefit to other wages and benefits.

J. Educational Benefits

1. If a regular full or part-time employee desires to take advantage of educational or training opportunities, it is the employee's responsibility to submit to the Department Head a written request for such training describing the content, schedule, cost, and reasons for the course, PRIOR to enrolling for the education or training course(s). Seasonal, temporary, or short-term employees are not eligible for education reimbursements. Qualifying classes must be job-related and preapproved by the department head and Mayor. Approval will be based on budgetary conditions, accreditation of educational institution, applicability of coursework to the City's needs, and the employee's professional development. A signed agreement with the employee shall be obtained after approval from the department head and Mayor. The Department Head shall review any request for training or education and will submit his/her recommendation to the Mayor for approval of tuition reimbursement within budget allowances. Reimbursement of up to \$2,500 per fiscal year, per employee will be made only for tuition, books, required materials, registration fees, and lab fees upon the City receiving evidence of satisfactory completion of the

training or education. In the event the request is denied and the employee chooses to pay for his own training or education, the employee must receive permission to be absent from work if the education or training is during working hours.

2. An employee may be granted time off without pay for education approved by the department head and Mayor. Any approved payments for the cost of the education or training shall be paid only upon proof that the employee has completed the course with a passing grade, appropriate certification, or documentation of attendance.
3. If the City sends the employee for any training or educational program, the City will pay all costs pertaining to the training or educational program, including time off with pay while attending. Further educational opportunities are encouraged and will be considered on an individual basis considering budgeting limitations.
4. If, as a part of an employee's prequalification to perform the job duties with the City, an employee must be licensed or certified and such requirement is a part of the job duties and qualifications an employee must meet to become an employee, it shall be the responsibility of the applicant / employee at his/her expense to obtain the required license or certification. The City shall pay for any training required for any Certification renewal. It is further the responsibility of the employee to remain qualified for the position.
5. 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.

Where applicable, any employee required to maintain any License or Certification as a mandatory job requirement shall continue to maintain the proper class operator's license or certification as a condition of their employment. Each employee thus affected authorizes the appropriate licensing authority to release to the appropriate Department Head periodic license status reports. If there is any change in the status of your operator's license or certification, the Office must be notified immediately. The City will pay for any training, physical examination, or license renewal costs for the employee. The City will grant administrative leave with pay to attend required training to maintain licenses or certifications.

6. Each employee shall maintain their insurability to perform their required work with

the City.

7. Each department will ensure sufficient training funds to maintain required licenses and certifications.
8. Reimbursement shall be subject to Internal Revenue Service rules governing educational assistance programs.

K. Per Diem

Per Diem will be pay at the rates of \$15 for breakfast, \$16 for lunch, and \$28 for supper.

ARTICLE VI

Working Conditions

- A. Seniority:** Seniority means an employee's length of continuous service within the Department, and shall be computed from the date the employee begins such service.
1. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority. Previous service upon re-employment shall count toward seniority.
 2. To be absent from the job due to voluntary leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the purpose of seniority; however, previous service upon re-employment is counted towards seniority.
 3. To be absent from the job due to active military leave will not affect seniority. Such time spent in military service will count towards seniority.
 4. An employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharge for just cause, and retirement.
 5. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made. Employer shall post a seniority roster December 1st and June 1st of each year.
 6. Temporary absences due to job related injury shall be considered as time worked for the purposes of determining seniority.
 7. Layoffs caused by reduction in force shall be in order of seniority within the department; that is, the employee last hired in the department shall be the first released. Employees who are scheduled to be released shall be given at least twenty-one (21) calendar days notice. All recalls to employment shall likewise be in order of

seniority within the department; that is, the last employees released as a result of a reduction in force shall be the first rehired. All recall rights established herein shall expire at the conclusion of two (2) years from the effective date of the employee's layoff. It shall be the employee's responsibility to maintain a current notification address on record with the Clerk/Treasurer or his/her designee. The Association shall also be notified in advance of all recall actions. An employee who is notified to report to duty, but fails to notify the Employer within five (5) calendar days of his intention to report to work shall forfeit his right to re-employment.

B. Bulletin Boards: The Employer agrees to provide suitable space for an Association bulletin board. Postings by the Association on such boards are to be confined to official business of the Association. The City of Colstrip will also allow such postings to be made electronically on the City's e-mail system.

C. Just Cause:

1. City of Colstrip employees may only be disciplined by the Employer for just cause.
2. For other than criminal offenses and serious misconduct, the Employer shall use progressive discipline, based upon oral warnings, warning letters, suspensions, and/or discharge. The Association will be notified of any disciplinary action taken by the employer. Any employee who has been disciplined, suspended, removed, or discharged by the Mayor may appeal the decision pursuant to the grievance procedure or another election of remedy.
3. Any disciplinary notices/letters issued shall be considered in effect for a period of 12 months after issuance. Oral or Verbal warnings and counseling are considered informal progressive discipline and will not be documented in writing in the employee's personnel file.

D. Job Safety: Employees shall not be required to use defective equipment. Employees will not be given orders or be required to carry out orders which are unethical or violate policies/procedures or laws and which would unreasonably endanger their safety. Issues regarding job safety shall be brought to the Department Head or Mayor or his designee by the Association for resolution. The City will provide Hepatitis C vaccinations to all employees and will provide waterless hand sanitizer in all departments.

E. Safety Award Program: The City will administer a Safety Award Program as outlined

in City Policy. Fulltime and part-time employees will be eligible for awards. Decisions of the safety committee shall be grievable. Probationary employees are not entitled to this incentive.

F. Disabilities:

1. In the event that an employee becomes incapable of performing the duties of his/her regular classification through occupational illness or industrial accident, the Employer may transfer the employee to light duty.
2. Any employee, who is injured in the performance of their duties as an employee that renders them unable to perform their duties as an employee shall be paid by the employer the difference between their salary and the amount they receive from Workman's Compensation Insurance until their disability has ceased, as determined by the Workman's Compensation Insurance, or for a period not to exceed one year, whichever shall first occur. Whenever, in the opinion of the employer, supported by the employer's physician's opinion, the employee is able to perform specified types of light duty, payment of his/her partial salary amount shall be discontinued if he/she refuses to perform such light duty when it is available and offered to him/her.
3. The City will continue benefits and retirement for an employee on Workman's Compensation.

ARTICLE VII

Grievance & Arbitration Procedure

A. General Provisions

It is the policy of the City of Colstrip to establish this grievance procedure to secure resolution of problems and disputes and a standardized grievance procedure for the resolution of employees. Any controversy concerning the meaning, application or violation of the rules, contract, policies or procedures of the City, or terms and conditions of employment, including any disciplinary action or termination, shall be treated as a grievance and settled, by the following procedure. Such matters shall be exclusively resolved in accordance with the procedure provided. No grievance shall be filed or processed based upon facts or events, which have occurred more than 20 working days before the grievance is filed. If not timely, the grievance shall be considered waived. Grievances shall be settled in the following manner:

Step One:

When an employee cannot resolve the complaint informally with the immediate supervisor, the employee brings the matter formally, in writing, to the Department Head within 20 working days from the alleged occurrence of the grievance. The written grievance includes the following: a) Statement of the grievance and relevant facts of the action or situation being grieved, b) The remedy being sought, and c) Reasons for dissatisfaction with the supervisor's solution.

The Department Head investigates the alleged grievance, attempts to resolve the grievance, and responds in writing to the employee within 10 working days.

Step Two:

If the grievance is not resolved to the employees' satisfaction, the employee submits a written response with the reasons for dissatisfaction with the Department Head's written response to the Mayor within 10 working days of receiving the Department Head's response. The written response shall include: a) Statement of the grievance and relevant facts of the action or situation being grieved, b) The remedy being sought, and c) Reasons for dissatisfaction with the Department Head's solution.

The Mayor attempts to resolve the grievance and makes a written reply to the employee's grievance within 10 working days after it has been presented to the Mayor.

Step Three:

If the grievance is not resolved to the employee's satisfaction, the employee submits a written appeal to the City Council within 10 working days after receiving the Mayor's written reply. The written appeal includes the following: a) Statement of the grievance and relevant facts of the action or situation being grieved, b) The remedy being sought, and c) Reasons for dissatisfaction with the Mayor's solution.

Upon submission and review of the grievance, the President of the City Council, will set a time and place for a grievance hearing. The Council President (or designated representative) will preside over the hearing, and the Mayor will be excluded from participation in the review of the appeal. The employee has a right to be present at the hearing with the right to union representation and to give and furnish relevant evidence on the issues being appealed.

The City Council will inform the employee, within 30 calendar days of the grievance hearing of its written findings and decision.

Step Four:

If the grievance is not resolved to the employees' satisfaction at step 3 may demand Arbitration as defined herein, provided a notice of appeal is filed in the Mayor's Office within ten (10) business days of the receipt of the decision from Step 3.

B. Arbitration:

In the event the aforementioned steps do not result in a resolution of the grievance, the parties shall select an impartial Arbitrator. Within six (6) months after receipt of the written notice, the Montana Board of Personnel Appeals Department of Labor and Industry, shall be requested to provide a list of five (5) names by the grieving party. Within fifteen (15) days of receiving the list, each party to the dispute shall alternately strike names with the party bringing the grievance striking the first name until one remains and that person shall be designated the Arbitrator. The Arbitrator shall consider the grievance and shall render a decision within twenty (20) days of the hearing. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall not have the power to detract from, modify, or amend this Agreement in any way. 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 between the parties. In the event one of the parties to the Arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript, must make such request in advance of the hearing and shall pay the cost of such transcript.

Any step of the procedure and timeframes in the procedure may be waived upon written agreement of both parties.

ARTICLE VIII

A. Duration

This Agreement shall be in full force and effect retroactively beginning July 1, 2022 and shall continue through June 30, 2026.

Both parties further agree to notify in writing, at least 120 days prior to the expiration date of this Agreement that it desires to modify the Agreement. All other Articles, conditions and past practices in which modifications are not desired by either party herein, shall

remain in effect subject to final ratification of the total Agreement. The parties have bargained with full knowledge of scope and effect and agree to the conditions specified within the boundaries of this Agreement. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement.

During the term of this agreement, negotiations may be opened by mutual agreement at the request of either party. Negotiations may also be opened by either party in the event that federal and/or state law changes and impacts the employees of the bargaining unit with regard to health insurance coverage.

B. 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 specified Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the Parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof. Any change in City Ordinance passed subsequent to the adoption of this Agreement that would contravene the terms of this Agreement shall not apply during the life of this Agreement.

IN WITNESS WHEREOF the parties, acting by and through their respective and duly authorized officers or representatives, have hereunto set their hands and seal this ____ day of ____, 2022.

City of Colstrip

Mayor

Montana Federation of Public Employees

President, LOCAL

Joseph Dompier, MFPE

Negotiating Committee Member