

AGREEMENT

This Agreement is made and entered into this 5th day of Aug. 2024 by and between the City of Lewistown, Montana hereinafter referred to as the "Employer" and the MONTANA FEDERATION OF PUBLIC EMPLOYEES, hereinafter referred to as the "Association."

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

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

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

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

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

ARTICLE 2 - RECOGNITION

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

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

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

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

ARTICLE 6 - CONTRACTING & SUBCONTRACTING OF PUBLIC WORK

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

ARTICLE 7 - HOURS OF WORK

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

A Department may vary from the normal work week with a paid or unpaid meal period at or near the middle of the work period with the mutual approval of the employees in that Department and the City Manager. Length of meal periods shall be determined by each Department's needs. Regularly scheduled paid meal periods are subject to prior approval of the City Manager.

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

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

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

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

- I. Payment of regular holiday pay eight (8) hours **plus** payment for each hour worked no more than eight (8) hours at the rate of one and one half (1 1/2) times the hourly rate; or

Section 3 - If any Holiday falls on Sunday, the Monday following is the holiday. Employees who are regularly scheduled to work Monday through Friday shall have off the Friday preceding a legal holiday falling on Saturday.

Section 4 - A full time or regularly scheduled part time employee, to be eligible for holiday pay, must be scheduled to work on the holiday and/or is in a pay status either the last regularly scheduled working day before and the first regularly scheduled working day after the holiday.

Section 5 - A full-time employee who is scheduled for a day off on a day that is observed as a legal holiday, is entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and the employee's supervisor. Part-time employees receive pay for the holiday on a prorated basis and all days off must be approved by the employee's supervisor prior to taking time off. For the Library when a holiday falls on a Monday, full-time employees are eligible for 8 hours of holiday pay to be taken for three (3) hours on the preceding Friday and five (5) hours the preceding Saturday.

ARTICLE 9 - VACATION

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

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

*Based on an eight (8) hour day

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

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

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

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

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

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

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

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

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

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

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

Section 10 - After the third consecutive day of sick leave, Employer may require Employee to produce a medical certificate. If the Employer requires a medical certificate the Employer will pay the cost of such certificate, if any.

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

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

ARTICLE 11- BEREAVEMENT LEAVE

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

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

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

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

ARTICLE 14 - GRIEVANCE AND ARBITRATION

Having a desire to create and maintain harmonious labor relations, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of terms and provisions of this Agreement. All presentations of grievances shall be submitted to the Employer in writing at each step and must include:

1. Name of employee(s)/Union grieving;
2. Dates of the action(s);
3. The step of the grievance;
4. A complete statement of the grievance and facts upon which it is based;
5. Contractual rights claimed to have been violated;
6. And specific remedy or correction requested.

Section 1 - Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step. Steps of the grievance procedure may be skipped by mutual agreement of the union and the employer.

Section 2 - A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received.

Section 3 - Failure of the part of the Employer's representative to answer within the time limit set forth in any step will settle the grievance according to the resolution outlined within the grievance.

Section 4 - An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has authority to act in the capacity of the person being replaced.

A grievance filed based on disciplinary action:

Step 1 - The grievance shall be presented in writing within 14 calendar days of when the event giving rise to the grievance or of the time the Employee could reasonably expect to have knowledge of the event to the next-level supervisor above the person who dispensed discipline. The written grievance shall state the name of grievant, date of occurrence, a statement of the cause, the articles of the contract violated, the proposed remedy, and dated and signed by the grievant. That supervisor will respond in writing within 14 calendar days.

Step 2- If such grievance cannot be adjusted in this manner, it shall be presented to the City Manager within 14 calendar days. The Department Director shall respond within 21 calendar days of receipt of written grievance.

A grievance filed based on a contract violation:

Step 1 – The grievance will be presented to the Human Resources Director within 14 working days of when the event giving rise to the grievance or of the time the Employee could reasonably expect to

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

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

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

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

ARTICLE 16 - JOB POSTING

Section 1 - When a new position is created, or a vacancy occurs in any existing position, the Employer shall within seven (7) calendar days post for a period of seven (7) calendar days on Department Bulletin Boards, with a copy to the Association, and may also advertise publicly. The Notice shall among other things state:

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

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

ARTICLE 17 - HEALTH, SAFETY, AND WELFARE

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

Section 2 - The Employer shall provide a health plan for each employee who works an average of thirty (30) hours or more per week. The Employer will pay 95% of an employee's premium. If the employee chooses a City sponsored High Deductible Health Plan (HDHP), the Employer will pay an amount equal to 95% of the Bridger Plan premium. This amount is to be used for the HDHP premium and the difference will be placed

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

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

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

Section 5 - Clothing and Safety Equipment Policy:

The Clothing and Safety Equipment Policy applies to each authorized position (all full time Public Works' positions including the Mechanic, Cemetery Caretaker, Utility Service and Meter Reader Position) will receive up to \$300 each budget year. The Records Technician and the full time Recreation department positions will receive up to \$100 per year. Part-time positions will receive an amount prorated for the number of hours to be worked). A newly hired employee may not utilize more than \$100 of their annual allowance during the first sixty (60) days of employment and is not eligible for any unused portion if they become no longer employed with the City.

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

The following criteria are representative of suitable work attire:

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

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

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

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

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

ADDENDUM "A"

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

DIFFERENTIAL PAY:

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

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

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

LONGEVITY:

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

For Example: July 1, 2023 Longevity

$\$17.33$ (hour rate of the Rec. Specialist) x 2080 = $\$36,046$

$36,046 \times .005 = \$180.23$ or $\$.086649$ per hour for each year of service

WORKING OUT OF CLASSIFICATION:

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

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

TRAINING PAY:

Any employee providing documented training to another employee shall be compensated \$1.00 for each hour they are actively training prorated as needed.

ON CALL PAY:

On Call Pay, at the rate of \$2.25 per hour, will be provided to an employee who is placed in an "On Call" status during which time he or she must wear and respond to a cellular telephone, pager, or regular telephone, must be fit for duty, as he or she would be during the regular work week, and must respond within thirty (30) minutes from the time contacted. On Call Pay is not paid for actual hours of work.

CDL PAY/REQUIREMENTS:

Employees required or asked to obtain a CDL for the benefit of the City will receive an additional \$1.00/hour when certification is received and will retain this amount while certification is in good standing.

ADDENDUM "B"

POSITION	July 1, 2024	July 1, 2025	July 1, 2026
		CPI - Min. 3% Max. 6%	CPI - Min. 3% Max. 6%
Youth Services Librarian	\$19.75		
Librarian III	\$18.75		
Library II	\$17.75		
Library I	\$16.50		
Library Helper	\$11.00		
Bookkeeper	\$20.50		
Assistant City Clerk	\$20.50		
Office Clerk II	\$18.50		
Office Clerk I	\$17.50		
Recreation Specialist	\$18.00		
Recreation Maintenance/Custodian	\$18.00		
Recreation Helper PT (18 hours)	\$14.00		
Wastewater Worker III	\$22.75		
Wastewater Technician	\$21.75		
Wastewater Worker II	\$21.75		
Wastewater Worker I	\$20.75		
Wastewater Worker Helper	\$17.00		
Water Worker III	\$22.75		
Water Worker II	\$21.75		
Water Worker I	\$20.75		
Water Worker Helper	\$17.00		
Street Worker III	\$22.75		
Street Worker II	\$21.75		
Street Worker I	\$20.75		
Street Worker Helper	\$17.00		
Cemetery Caretaker	\$19.00		
Cemetery Helper	\$15.00		
Records Technician	\$21.00		
Building Inspector	\$22.00		
Mechanic	\$23.00		
Utility Service Worker	\$20.00		
Meter Reader	\$19.00		

* CPI calculation shall be based on the Annual Percentage change that can be found on the following website.
www.usinflationcalculator.com/inflation/consumer-price-index-and-annual-percent-changes-from-1913-to-2008/