



**Item:** Labor Agreement between the City of Great Falls and the Montana Public Employees' Association (MPEA)

**From:** City Manager's Office

**Initiated By:** Linda Williams, Human Resources Manager

**Presented By:** Greg Doyon, City Manager

**Action Requested:** Approve Labor Agreement

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and MPEA, and authorize the City Manager to execute the agreement.”

2. Mayor calls for a second, discussion, public comment, and calls the vote.

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**Staff Recommendation:** Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and MPEA.

**Background:** The previous labor agreement was for a three-year period, expiring June 30, 2013. The terms of the proposed agreement extend the agreement for one year, from July 1, 2013 through June 30, 2014.

The major changes from the previous agreement are:

1. Article 2, Term of the Agreement  
The dates were changed to reflect the terms of the one-year contract.
3. Article 15, Sick Leave, Section 2  
A new subsection was added to address parental leave for birth fathers and adoptive parents. Up to one hundred twenty hours of sick leave can be used for birth fathers and adoptive parents.
4. Article 19, Pay and Hours, Section 1 (A)  
Reference to increases in the wage schedule (Addendum B) was deleted since the wages were not increased 7/1/13.

5. Article 27, Health Insurance

The contribution amounts for both the City and employee were updated to reflect last year's contribution rates. The rates did not increase 7/1/13.

**Concurrences:** The MPEA members voted on the proposed agreement and ratified the agreement.

**Fiscal Impact:** There is no fiscal impact.

**Alternatives:** The Commission may choose not to approve the labor agreement, in which case, the City and MPEA would have to reconvene and continue the collective bargaining process.

**Attachments/Exhibits:**

Proposed labor agreement between the City of Great Falls and the MPEA.

**A G R E E M E N T**

BETWEEN

**CITY OF GREAT FALLS, MONTANA**

AND

**MONTANA PUBLIC EMPLOYEES' ASSOCIATION, INC.**

JULY 1, 2013 - JUNE 30, 2014

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## PREAMBLE

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Great Falls, hereinafter referred to as the "Employer", and the Montana Public Employees' Association, hereinafter referred to as the "Association". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the Employer, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment. It is understood that the Employer is engaged in furnishing an essential public service, which vitally affects health, safety, comfort and general well being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

## ARTICLE 1: RECOGNITION

Section 1. The Employer recognizes the Association as the sole and exclusive representative of all employees within the bargaining unit as defined and certified by the Board of Personnel Appeals listed below:

Account Clerk	Emergency Services Dispatcher, Senior
Account Clerk Senior	Events Specialist
Accounting Technician	Grant Assistant
Accounting Technician, Senior	Housing Specialist
Administrative Secretary	IT Desktop Support Specialist
Administrative Secretary, Senior	IT Website Specialist
Administrative Secretary/Lab Assistant	Land Management Specialist
Billing Clerk	Library Clerk
Box Office Specialist	Library Specialist
Building Inspector I	Office and Administrative Specialist
Code Enforcement Technician	Payroll Specialist
Code Enforcement Technician, Senior	Police Evidence Technician
Community Development Program Specialist	Police Information Technician
Community Development Program/Rehab Specialist	Police Information Technician, Senior
Community Development Technician	Police Records Specialist
Community Development Technician, Senior	Process Server
Community Service Officer	Process Server, Senior
Compliance/Quality Control Specialist	Staff Accountant (non-degreed)
Court Account Clerk, Senior	Utility Billing Technician
Emergency Services Dispatcher	Utility Dispatcher
	Video Production Specialist

## ARTICLE 2: TERM OF THE AGREEMENT

This Agreement shall be effective as of the 1st day of July 2013, and shall remain in full force and effect through the 30th day of June 2014. Either party desiring to change or terminate this Agreement must notify the other in writing at least one hundred twenty (120) days prior to and no less than ninety (90) days prior to June 30, 2014.

### **ARTICLE 3: EFFECT OF LAWS AND RULES**

Section 1. This contract is subject to all applicable existing or future laws or regulations of the State of Montana or its political subdivisions.

Section 2. The provisions of this contract are intended to state minimum standards of employee rights and benefits, and the Employer is not hereby prohibited from extending additional benefits to its employees when in its judgment such benefits are justified, and may reduce current benefits to the minimum contained herein.

### **ARTICLE 4: SEVERABILITY**

In the event any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in force and effect.

### **ARTICLE 5: MANAGEMENT RIGHTS**

As per MCA 39-31-303, the CITY shall have the right to operate its affairs in such areas as, but not limited to:

- A. direct employees;
- B. hire, promote, transfer, assign, and retain employees;
- C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
- D. maintain the efficiency of government operations;
- E. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- F. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- G. establish the methods and processes by which work is performed.

## **ARTICLE 6: EMPLOYEE RIGHTS**

Section 1.     **RIGHT TO ORGANIZE** - It shall be the right of all employees covered by this agreement to join and support Association for the purposes of negotiating with Employer with respect to the subjects of negotiation and to confer or consult on any other matters for the purpose of establishing, maintaining, protecting, and improving the standards of the City of Great Falls and to establish procedures which will facilitate and encourage settlement of disputes, pursuant to the Collective Bargaining Act. No employee shall be discharged or discriminated against by Employer for upholding lawful Association activities.

Section 2.     **PROTECTION OF EMPLOYEE RIGHTS** - Employer shall give reasonable support to employees in the discharge of their duties. No employee shall be discharged or reprimanded, reduced in compensation, suspended or terminated without just cause; excluding, however, probationary employees.

Section 3.     **HOLD HARMLESS** - Employer shall provide insurance protection to defend and indemnify, if necessary, employees for claims, actual or alleged, made against them while acting within the course and scope of their employment, provided that such incidents, damages or acts are not caused by the willful violation of penal statutes, or acts of fraud or conduct contrary to the Employee Handbook. In addition, Employer agrees to abide by all requirements of the laws of the State of Montana relating to its obligation to defend, indemnify and hold employees harmless while acting within the course and scope of their employment.

## **ARTICLE 7: ASSOCIATION RIGHTS**

Section 1.     In the event the Association designates a member employee to act in the capacity as official spokesperson for the Association on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2.     A written list of the accredited officers and representatives of the bargaining unit shall be furnished to the Employer immediately after their election and the Employer shall be notified of any changes of said representatives within 7 calendar days.

Section 3.     The internal business of the Association shall be conducted by the employees during their non-duty hours; provided, however, that a selected and designated Association officer or appointee shall be allowed a reasonable amount of paid time to act as an employee representative in a disciplinary meeting when requested by the employee, but the Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule.

Section 4.     The Association's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations matters, provided that such visitations shall be approved in advance with management, and shall not unduly disrupt work in progress.



Section 5. The Association may utilize a reasonable amount of space on bulletin boards as determined by the Employer on bulletin boards currently used for employee notices. No derogatory information concerning the Employer shall be posted by the Association.

Section 6. Accredited Association representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file, with the exception of medical information unless the issue involves such matters, and only where justification is advanced for such access by the Association.

Section 7. The Association may be allowed to use the employer's facilities for Association meetings contingent upon availability and management approval. The Association shall be liable for any damages as a result of such use.

Section 8. RIGHT TO INFORMATION - Employer recognizes the necessity for the Association to have possession of information to maintain the Agreement and prepare for negotiations. Therefore one (1) copy of the following materials will be furnished the Association by Employer at no cost within ten (10) days of the receipt of a request, provided such materials are available: General fund budgets - preliminary and final; Annual report of Employer setting forth actual receipts and expenditures; Administrative regulations; names, addresses and classifications of employees in a particular classification or department of employees covered by this agreement; any information, statistics and records relevant to negotiations, or necessary for proper enforcement of the terms of this agreement. The Association, upon written request to Employer, shall also be furnished information or access to information that is of a public nature and is available. For such information Employer may charge the Association for the cost of preparing or providing copies thereof.

#### **ARTICLE 8: ASSOCIATION SECURITY**

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Association, but must, as a term and condition of employment, pay a representation fee to the Association.

Section 2. Upon receipt of written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Association by such employee for dues or representation fee. The Employer will remit to the Association such sums within 30 calendar days. Changes in the Association membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be done at least 30 calendar days in advance of such change.

Section 3. All employees covered by the terms of this Agreement shall within 30 days of the signing of this Agreement, or within 30 days of employment, whichever is later, pay dues or a representation fee to the Association. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after

the 30-day period specified above. The Employer shall initiate appropriate discharge actions under this Section to insure discharge of the affected employee(s) of the 30th day from receipt by the Employer of the Association's written notice of default and demand for discharge.

Section 4. The Employer, within 30 days of the signing of this Agreement, shall present the Association with a list of the names and addresses of all current employees covered by this Agreement, and shall update list each month for all new hires.

Section 5. The Association shall indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

#### **ARTICLE 9: SCOPE OF AGREEMENT**

This Agreement constitutes the full and complete agreement between the parties and, as such, supersedes all previous agreements, understandings and practices, whether or not in writing, and whether or not they are formal or informal. The parties further acknowledge that during the course of collective bargaining each party has had the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provisions of this Agreement nor upon any subject of collective bargaining unless by mutual consent of the parties hereto.

#### **ARTICLE 10: DEFINITIONS**

- A. "Employee" shall mean employees of the CITY who are members of the bargaining unit covered by this Agreement.
- B. "Permanent employee" means an employee who is assigned to a designated budgeted permanent position and who has completed the respective probationary period.
- C. "Temporary employee" means an employee assigned to a position designated as temporary in the City's budget, created for a definite period of time not to exceed twelve (12) months in accordance with MCA 2-18-101(26).
- D. "Full-time employee" means an employee who normally works 40 hours a week.
- E. "Part-time employee" means an employee who normally works less than 40 hours a week.
- F. "Short-term worker" means an employee who does not work for more than ninety (90) days in a continuous 12-month period. A short-term worker is not eligible to earn sick leave, vacation leave and holiday benefits in accordance with MCA 2-18-101(23).
- G. "Probationary employee" mean a non-temporary employee who is in their initial probationary period.

## **ARTICLE 11: SENIORITY AND LAYOFF**

**Section 1.** Seniority means an employee's length of continuous service with the Department since the first date of hire as a permanent employee, and shall be computed from the date the employee began such service.

- A. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, in the event of reemployment under Section 2 of this Article, previous service shall count towards seniority.
- B. Employer shall post a seniority roster on December 1 of each year. Employee may protest their seniority designation through the grievance procedure if they have cause to believe an error has been made.

### **Section 2.**

- A. A reduction in force and the term "layoff" as used herein shall be separate and distinct from the terms resignation, retirement and dismissal, and shall mean the loss of an employee's employment with the Employer which is the result of any reason other than resignation, retirement or dismissal.
- B. In the event that Employer anticipates that a layoff of employees is to take place, the Employer will provide the Association with written notification which will include the positions proposed to be affected, the proposed schedule of implementation, and the reasons for the layoff. Said notification shall be at least thirty (30) calendar days before the official action is to be taken. Upon Association request, the Employer will make available to the Association any data requested which pertains to the layoff determination. Any employee who is to be placed on layoff will be so notified in writing, by certified mail, at least thirty (30) calendar days prior to the effective date of the layoff. The Association will be provided with a listing of the employees being notified of the layoff.
- C. Layoffs caused by Reduction in Force shall be in order of seniority within the Dept., that is; the employee last hired shall be the first released in the same job classification.
- D. During notification period, affected employees will be given first consideration for any vacant position authorized by the City Manager for which they are qualified within the City. Qualifications based on current/ reviewed/ updated job description. If more than one qualified employee is interested in the vacant position, seniority will be the determining factor for selection to the position.
- E. All recalls to employment shall likewise be in order of seniority; that is, the last employee released as a result of a Reduction in Force shall be the first considered for any position for which they are qualified within the City. The Employer shall notify in writing such employee to return to work and furnish the Association with a copy of such notification. It shall be the employee's responsibility to maintain a current address on record with the Employer for the purpose of such notification.

- F. Layoffs and subsequent recall shall not be considered as a new employment affecting the status of previous employees, nor shall it require the placement of reemployed personnel in a probationary status, if recalled to their previous position.

Section 3. Seniority shall be terminated when an employee terminates under the following conditions. He or she also gives up all benefits.

- A. terminates voluntarily or retires;
- B. is discharged for just cause;
- C. is absent for one working day without properly notifying the Employer;
- D. fails to report for work after layoff within three (3) working days after being notified by telegram or mail at their last known address unless satisfactory excuse is shown.

## **ARTICLE 12: JOB SECURITY**

Section 1. The probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not in the judgment of the Employer meet the required standard of performance. The probationary period shall be six (6) months for all bargaining unit members other than Emergency Services Dispatchers who shall have a probationary period of twelve (12) months, and Court Account Clerk, Seniors who shall have a probationary period of nine (9) months. The Employer may terminate the employment of any employee in accordance herewith upon written notice to the employee. Any employee who has not been otherwise notified prior to the end of his probationary period shall automatically obtain permanent status.

Section 2. The Employer may discharge any employee with permanent status only for just cause. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such action. An employee with permanent status may appeal his/her dismissal, suspension or other punitive disciplinary action through the grievance procedure. This in no way limits management's prerogative to layoff employees in accordance with Article 10.

## **ARTICLE 13: JOB DESCRIPTION**

Section 1. Any employee may request at any time and shall receive a copy of his/her current job description. This description shall outline the duties and responsibilities for which the employee is held accountable.

Section 2. The employee may request a review of the job description and classification if he/she deems the job description does not reflect current duties and responsibilities. The Employer, within thirty (30) days of the employee's request for a review of the job description and classification will have completed the review with a written determination given to the employee.

## **ARTICLE 14: VACATIONS**

- A. Vacation leave shall be earned and accumulated as provided in the Montana Codes Annotated.
- B. Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- C. It shall be unlawful for an Employer to terminate or separate an employee from his/her employment in an attempt to circumvent the provision of this law. Should a question arise under this paragraph, it shall be submitted to arbitration as provided in 2-18-621, MCA, unless there is a collective bargaining agreement applicable.
- D. Accumulation of leave. Annual vacation leave may be accumulated to a total not to exceed 2 times the maximum number of days earned annually as of the last day of any calendar year. However, excess vacation time is not forfeited if taken within 90 calendar days from December 31st of the year in which the excess was accrued.

Employees with excess hours will be notified by the 10<sup>th</sup> of January of the number of hours that they need to use by March 31<sup>st</sup>. Employees must submit vacation requests to use their excess vacation by January 31<sup>st</sup>. If an employee's approved vacation is cancelled by the City, the employee will be allowed to carry those hours over to the current year.

- E. Separation from service or transfer to other department - cash for unused vacation leave upon termination. An employee who terminates his/her employment with the City, for reason not reflecting discredit on himself/herself, shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth above. However, if an employee transfers between departments of the same city jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer the receiving department assumes liability for the accrued vacation credits transferred with the employee.
- F. When an employee has exhausted all accrued sick leave, absence because of illness can be chargeable against vacation or accrued compensatory time by mutual agreement between the employee and his/her supervisor, prior to approving leave without pay.
- G. Vacations will be granted at the time requested subject to the operational needs of the department. A vacation sign-up sheet shall be posted on each department's bulletin board by December 1 of the year proceeding the year to be scheduled. For those employees who request vacations before January 10th and a conflict arises, seniority shall govern, by division, with the most senior employee in the bargaining unit given first choice of when he/she shall take their vacation.

Vacations requested after January 10th of each year will be in writing and granted on a first-come, first-serve basis. The City reserves the final right to deny all vacation requests, in writing, based upon operational needs within one (1) day of each request. Once a vacation request is approved, it will not be rescinded unless an emergent situation/condition arises.

- H. Receipt of vacation leave credits by an injured worker may not affect the worker's eligibility for temporary total disability benefits.

## **ARTICLE 15: SICK LEAVE**

**Section 1.** Sick leave shall be earned and accumulated as provided in the Montana Codes Annotated.

**Section 2.** Employee may take sick leave for the following reasons:

- A. Personal illness;
- B. When needed to care for an immediate family member, or any other member of an employee's household, this leave may not exceed more than five (5) days at any one time. "Immediate family" shall mean: employee's spouse, children, mother, father, sisters, brothers, grandparents or grandchildren, and corresponding in-laws;
- C. When there is a death in the immediate family, up to five (5) days sick leave may be granted.
- D. Parental leave may be charged against sick leave credits up to one hundred and twenty hours (120) regardless of the shift for birth fathers and adoptive parents.

**Section 3.** A doctor's report may be required for any paid sick leave if the supervisor has reason to suspect abuse of sick leave. The employee will be notified if a doctor's slip is required that work day.

**Section 4.** Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay.

- A. Report within 15 minutes of beginning of his or her shift to the division head the reason for absence.
- B. If the absence is for more than one (1) day in length, the employee must keep his (her) division head informed of his (her) condition on a daily basis.

**Section 5.** Worker's compensation benefits, which are received by an employee during sick leave, shall be deducted from compensation due the employee and shall be credited to the employee's sick leave, or in lieu of receiving workers' compensation wage loss benefits, employee may choose to use accrued sick leave benefits.

Section 6. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave and vacation leave credits, and needs more time away from work, members of the Association may donate one (1) day of sick leave to any employee on an individual basis. Requests for donations must be approved by management. If an employee has exhausted all accrued sick leave and vacation leave, the Employer may permit the employee to be placed on a leave without pay status. The maximum an employee can receive or donate is fifteen (15) days in a calendar year.

Section 7. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status and to utilize available sick leave credits upon furnishing Management acceptable medical certification.

Section 8. In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

## **ARTICLE 16: OTHER LEAVES**

Section 1. Jury and Witness Duty, as per 2-18-619, M.C.A.

- A. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowance paid him by the court.
- B. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowances paid him by the court.
- C. Employees are required to report back to work if dismissed from jury/witness duty prior to one-half (½) hour before the end of his/her normal shift, unless on annual leave.
- D. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

Section 2. Military Leave and maternity leave shall be prescribed by law.

Section 3. "Leave without pay" time shall not be deducted from normal sick leave or vacation time and shall be taken without compensation, until the employee's return to his/her regular job. A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from

Management shall be based on the needs of the department and the reason for the request. Sick leave and vacation leaves do not accrue while an employee is on leave without pay status.

## **ARTICLE 17: HOLIDAYS**

**Section 1.** Employees shall be granted the following holidays according to state law:

- a. New Year's Day, January 1
- b. Martin Luther King Day, 3rd Monday in January
- c. Lincoln's and Washington's Birthday, 3rd Monday in February
- d. Memorial Day, last Monday in May
- e. Independence Day, July 4
- f. Labor Day, 1st Monday in September
- g. Veterans' Day, November 11
- h. Thanksgiving, 4th Thursday and Friday in November
- i. Christmas, December 25

**Section 2.** The holidays listed in Section 1 shall be granted at the regular rate of pay to all employees covered under this agreement. Part-time employees shall receive pay or accrual for the holiday on a pro-rata basis. To be eligible for holiday pay an employee must be in a pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

**Section 3.** An employee who works on a legal holiday shall receive appropriate paid leave the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by mutual agreement by the employee and his supervisor or shall be paid a minimum of 1½ times the regular hourly rate plus holiday pay if no paid leave is requested by the employee.

Employees who work in the Communication Agency, Cascade County, 911, will notify the Employer when they put in for vacation (January 10th) of which holidays they would like to take a day in lieu of the holiday worked. Request for a specific day off in lieu of the holiday worked submitted by January 10<sup>th</sup> will be approved based on seniority; request submitted after January 10<sup>th</sup> will be on a first-come first-serve basis. Emergency Services Dispatchers shall bank their holiday premium pay and overtime into a compensatory time bank that will not exceed eighty (80) hours. Any holiday premium pay or overtime pay worked in excess of eighty (80) hours shall be paid. All compensatory time scheduled off shall be with mutual agreement. No more than forty (40) hours of compensatory time shall be cashed out in pay in any one pay period.

**Section 4.** Any employee who is scheduled for a day off on a day which is observed as a legal holiday, shall be 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 his supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. Part-time employees shall receive benefits granted in this section on a pro-rata basis.



## **ARTICLE 18: REIMBURSED EXPENSES**

Section 1. Per Diem. Per Diem or reimbursement for meals or lodging shall be paid at the rates allowable under the Administrative Policy.

## **ARTICLE 19: PAY AND HOURS**

### Section 1. SALARIES AND LONGEVITY

A. BASE WAGES - Conditions relative to and governing base wages and salaries are contained in Addendum B of this Agreement, which is attached and by this reference made a part thereof as though fully set forth herein. ~~Addendum B will be increased 1.5% effective 7/1/10, 2% effective 7/1/11 and 1.75% effective 7/1/12.~~

B. Employees are eligible for steps 5 and 6 if they are not above the midpoint of their salary range assignment when they have completed 8 years of employment for step 5 and 10 years of employment for step 6 as follows: Employees who remain in their original position with the City will progress through steps 1-6 calculated from their hire date. Lateral transfers, reclassifications, and promotions to a leadworker position do not affect the employee's eligibility date for steps 5 and 6, as long as they do not exceed the midpoint. An employee who is promoted to a new position will be eligible for step 5 and 6 after they have been in their newly promoted position for 8 and 10 years respectively, as long as they do not exceed the midpoint. A re-hired employee's previous time in the same position/classification will count towards the step progression if the employee is gone one year or less.

Section 2. A work week shall consist of forty (40) hours composed of five (5) consecutive work days, immediately followed by two (2) days off; except when flex time is implemented or when Departments must maintain a 6 or 7 days a week operation. In those departments (library, police), employees may, on occasion, be scheduled for a 6th consecutive day.

Section 3. A regular workday shall consist of 8 hours of continuous work, unless the employer has exercised the option to implement flextime (see Section 4). The workday will include 2 duty free 15-minute rest breaks as determined by individual departments. Employees shall also be granted a duty-free meal break, the length and scheduling of which is to be determined by the individual departments or supervisor. The meal break shall normally be without pay unless established otherwise by individual departments.

Section 4. Employer will have the option of implementing flex time. Flextime is defined as any variation in the established work schedule within a department. A Department Head will have the authority to disallow or discontinue the use of flextime in the department at any time. At no time will the employee's flexed schedule exceed 40 hours per week. Flextime cannot be transferred or accumulated.

Section 5. ON CALL - "On Call" assignments shall be for a fixed predetermined period of time not to exceed eight (8) hours. Employees formally placed on "on call" status shall be compensated on the basis of two (2) hours straight time pay for eight (8) hours of "on call" or fraction thereof. Full-time employees who are called out for work, that has not been scheduled, and report outside the regular shift shall be paid for a minimum of 2 hours at a rate of 1½ times the regular rate of pay, except for holidays, as enumerated in Article 16, which will be paid at 1½ times the regular hourly rate of pay plus holiday pay. Each hour after 2 hours shall also be paid at the above rates. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the workweek.

Section 6. An employee within the Police Department who shall be employed for what is commonly referred to as the "afternoon shift" shall receive an additional fifty-five (55) cents per hour in addition to other salary payments and any employee who shall be employed for what is commonly known as "night shift" shall receive an additional seventy-five (75) cents per hour in addition to other salary payments. In each case, such additional compensation shall apply only to the hours during which the employee, in a given pay period, is actually serving on the "afternoon shift" or the "night shift" as the case may be. Employees assigned to work the "swing shift" of 1100 - 1900, will be paid at the afternoon rate; those assigned to work the shift from 1900 - 0300 will be paid at the night rate.

Section 7. In the absence of a supervisor, one dispatcher per shift will be designated as Lead and receive an additional seventy-five (75) cents per hour. Also in the absence of a supervisor for more than twenty (20) consecutive working days, the Lead Dispatcher shall be paid at step 1 of the higher grade for actual hours worked.

Section 8. If an employee is temporarily assigned to work in a higher classified position, for which he/she has been trained, to work a minimum of eight (8) hours, he/she will be paid at the higher classified position rate of pay for the period of time actually worked.

Section 9. If an employee is called back to work after the completion or before the start of their regularly scheduled shift, the employee shall be paid for a minimum of four (4) hours of overtime pay. Call out pay does not apply if overtime is incurred as a result of an extension of the end of the employee's regularly scheduled shift.

Section 10. A dispatcher who is assigned to train a new dispatcher shall receive an additional thirty-five cents (35¢) per hour for all hours worked training a new dispatcher.

## **ARTICLE 20: COURT APPEARANCE**

In the event that any court appearance before any judicial or administrative body is required as a part of the employee's job, excluding those occurring during regularly scheduled hours or days, the employee shall be paid for a minimum of four (4) hours at the straight time rate. If such court appearance is on a scheduled day off, the four- (4) hour minimum will be paid at the time and one-half rate. It is understood that this provision does not apply to overtime work, which is essentially a continuation of the workweek.

## **ARTICLE 21: OVERTIME**

**Section 1.** Employees legally entitled to overtime shall be paid at a rate of one and one half (1½) times their regular rate of pay for any time they worked over 40 hours per week.

**Section 2.** The Employer will make a good faith effort to equalize the offer of scheduled overtime among employees in the same work unit and classification where training and ability are sufficient to do the work. Overtime will be worked on a voluntary basis unless needed for continuation of service.

**Section 3.** Authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked when computing overtime credits under this article.

**Section 4.** Overtime as provided for in this Agreement shall not be pyramided under any circumstances.

## **ARTICLE 22: GRIEVANCES AND ARBITRATION**

**Section 1.** Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement. Addendum A, attached hereto, shall be utilized to resolve grievances.

## **ARTICLE 23: VACANCIES AND PROMOTIONS**

**Section 1.** Where qualifications, capabilities, work experience and past work performance are equal, seniority shall be the controlling factor in filling new or vacated permanent positions.

**Section 2.** All newly created or vacated positions, excluding reclassifications, uniformed police and fire, professional (licensed/certification), department and division heads (does not include first line supervisors), and skilled trades (carpenter, electrician, plumber), shall be conspicuously posted in each building for three (3) working days to allow current employees the first opportunity to apply. Postings will identify the salary range assignment and inform employees that additional information on the position is available in the Human Resources Office. Position openings will be filled by promoting from within the City whenever possible. When deemed necessary to recruit from outside, Job Service and all available sources of qualified personnel shall be utilized. The City agrees to interview at least two (2) qualified in-house applicants.

**Section 3.** The salary for vacant positions shall be posted on each vacancy notice within the bargaining unit. If the City cannot attract a qualified candidate at the advertised salary, the position shall be re-advertised with a new salary. The revised posting announcement shall be advertised in-house and out of house concurrently.

## **ARTICLE 24: RATINGS AND WARNINGS**

**Section 1.** From the date of signing this Agreement, no information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear the signature or initials of the employee indicating that he/she has been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request.

**Section 2.** Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel file of an employee and shall be purged from their file if older than one year unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings. Employee must request the Human Resources Dept. to purge the file.

**Section 3.** Material placed in the personnel file of an employee without conformity with the provisions of this Section will not be used by the Employer in any subsequent evaluation or disciplinary proceedings involving the employee.

**Section 4.** RIGHTS TO REPRESENTATION - An employee may, at his/her option, be represented at all disciplinary meetings by an Association Representative.

## **ARTICLE 25: NOTIFICATIONS**

**Section 1.** The Employer shall insure access to each employee an up-to-date policy manual of its rules, regulations and policies on employment related matters. The employee shall be notified of any changes or additions to personnel rules, regulations and policies issued by the Employer and the individual departments.

## **ARTICLE 26: NO STRIKE/LOCKOUT**

**Section 1.** During the term of this Agreement, neither the Association nor its agents or representatives will cause, sanction or take part in any strike or any other interference with the operation of the Employer's business.

**Section 2.** During the term of this Agreement, there shall be no lockouts by the Employer.

## **ARTICLE 27: HEALTH INSURANCE**

A City health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the City's health insurance plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the City's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance.

It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

City contribution amount included in base wages for retirement enhancement purposes shall be capped at the current contribution rate of \$783/month (Column A below).

Any additional premium charges after 7/1/13 and all increases in premiums through June 30, 2014 will be shared with the City paying 90% (ninety percent) of the increase (Column B below) and the employee paying 10% (ten percent) of the increase.

Coverage	7/1/13		
	A	B	C
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee	\$783	\$166	\$32
Ee & Child(ren)	\$783	\$166	\$92
Ee & Spouse	\$783	\$166	\$97
Family	\$783	\$166	\$128

- A. The City reserves the right to add to, delete from or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.
- B. The City shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

**ARTICLE 28: MISCELLANEOUS**

**Section 1.** LABOR-MANAGEMENT COMMITTEE - A Labor-Management Committee shall be formed and consist of members from the Association and members from the employer in accordance with the Labor Management Committee by-laws. The Committee will meet as often as necessary. Any subject of concern to either the Association or Employer may be presented to this Committee.

**ARTICLE 29: TRAINING**


The City will make its best effort to provide/make available access to training at least every two years to employees required to maintain certifications or licenses for their position.

IN WITNESS WHEREOF, the Association and Employer have caused this Agreement to be executed in their names by their duly authorized representatives at Great Falls, Montana, this \_\_\_ day of \_\_\_, 2013.

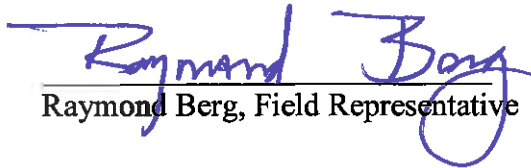
CITY OF GREAT FALLS, MONTANA

MONTANA PUBLIC EMPLOYEES  
ASSOCIATION, INC.

\_\_\_\_\_  
Gregory T. Doyon, City Manager

  
\_\_\_\_\_  
Quinton E. Nyman, Executive Director

ATTEST:

  
\_\_\_\_\_  
Raymond Berg, Field Representative

\_\_\_\_\_  
City Clerk

(SEAL OF CITY)

\_\_\_\_\_  
Reviewed for legal content:  
City Attorney

## **ADDENDUM A: GRIEVANCE PROCEDURE**

### **Step 1.**

The employee and or Union Steward will discuss the grievance with the employee's immediate Supervisor in an attempt to resolve the grievance within fifteen (15) working days (Monday – Friday) of the knowledge and/or occurrence of the grievance. The Supervisor shall have five (5) working days (Monday – Friday) to respond to the employee and/or Steward.

### **Step 2.**

If the response from the Supervisor is not satisfactory, the employee and/or Steward shall contact the Union, and the Union shall, within ten (10) working days (Monday – Friday) of the response of the Supervisor in Step 1, reduce the grievance to writing and submit the grievance to the Department Head or designee. The Department Head or designee and the Union shall meet within ten (10) working days (Monday – Friday) to discuss the grievance and attempt to resolve the grievance. The Department Head or designee shall have five (5) working days (Monday – Friday) from the date of the meeting to respond to the Union with his/her decision in writing.

Grievances regarding termination of employment shall be submitted by the Union, in writing, to the Department Head at Step 2.

### **Step 3.**

If the response from the Department Head is not satisfactory to the Union, the Union may within ten (10) working days (Monday – Friday) submit the grievance in writing to the City Manager or his designee for adjustment. The City Manager or his designee shall respond back to the Union within ten (10) working days (Monday – Friday) in writing with the City's decision.

### **Step 4.**

If the grievance is not settled in Step 3, the Union and the Employer shall, within five (5) working days (Monday – Friday), agree to a date, time and place to convene a joint committee of two (2) representatives of the Union and two (2) representatives from the City to hear the grievance. The committee shall render a decision within five (5) working days (Monday – Friday) from the date of the hearing.

### **Step 5.**

If the grievance is not settled in Step 4, either party may within ten (10) working days (Monday – Friday) submit the grievance to final and binding resolution with an agreed upon arbitrator or request a list of arbitrators from the Board of Personnel Appeals. Final and binding arbitration shall be used for contract violations that involve interpretation of language that would result in a monetary value of \$800 or less.

- A. If the City and the Union cannot agree whether a grievance has an economic effect or impact of less than eight hundred dollars (\$800.00), the party hearing the case in Final and Binding Resolution shall make the decision and it shall be final and binding on all parties.

- B. City shall present claims or grievances, in writing, to the Union.
- C. Final and Binding Resolution Authority: in any case where Final and Binding Resolution is utilized, the person hearing the grievance shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms and conditions of this Agreement. The person hearing the grievance shall consider and decide only the specific issue(s) submitted in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted. The person hearing the grievance shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, regulations having the force and effect of law. The expenses of Final and Binding Resolution shall be borne by the two parties, equally; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Step 6. The parties may mutually agree to use Step 6 to resolve contractual issues with a value of more than \$800 in lieu of judicial review.

#### RULES OF GRIEVANCE PROCESSING

Rule 1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step.

Rule 2. A grievance not filed or advanced by the grievant within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the employer's representative to answer within the time limits shall entitle the employee to the next step.

Rule 3. An appointed authority may replace any titled position in the grievance procedure provided that such appointment has full authority to act in the capacity of the person being replaced.

Rule 4. When the grievance is presented in writing there shall be set forth all of the following:

- A. A complete statement of the grievance and facts upon which it is based.
- B. The rights of the individual claimed to have been violated and remedy or correction requested.



**Addendum B**  
**MPEA**  
**Salary Schedule**  
**7/1/13**

Salary Range	Entry Level 7/1/13	Step 1 3% Increase after 6 mos in same position 7/1/13	Step 2 Approx 6% Increase after 18 mos in same position 7/1/13	Step 3 3% Increase after 3 years in same position 7/1/13	Step 4 3% Increase after 5 years in same position 7/1/13	Step 5 2½% Increase after 8 years in same position* 7/1/13	Step 6 2½% Increase after 10 years in same position* 7/1/13
6	\$15,020.19	\$15,470.79	\$16,412.49	\$16,904.86	\$17,412.01	\$17,847.31	\$18,293.49
7	\$15,395.69	\$15,857.56	\$16,822.81	\$17,327.49	\$17,847.32	\$18,293.50	\$18,750.84
8	\$15,779.88	\$16,253.27	\$17,243.37	\$17,760.67	\$18,293.49	\$18,750.83	\$19,219.60
9	\$16,175.21	\$16,660.47	\$17,674.45	\$18,204.68	\$18,750.82	\$19,219.60	\$19,700.09
10	\$16,579.22	\$17,076.60	\$18,116.32	\$18,659.81	\$19,219.61	\$19,700.10	\$20,192.60
11	\$16,993.14	\$17,502.94	\$18,569.22	\$19,126.30	\$19,700.09	\$20,192.59	\$20,697.40
12	\$17,418.21	\$17,940.76	\$19,105.63	\$19,678.80	\$20,269.16	\$20,775.89	\$21,295.29
13	\$17,853.21	\$18,388.80	\$19,509.29	\$20,094.57	\$20,697.41	\$21,214.84	\$21,745.21
14	\$18,300.59	\$18,849.61	\$19,997.03	\$20,596.94	\$21,214.85	\$21,745.22	\$22,288.85
15	\$18,757.89	\$19,320.63	\$20,496.96	\$21,111.86	\$21,745.22	\$22,288.85	\$22,846.07
16	\$19,226.34	\$19,803.13	\$21,009.38	\$21,639.66	\$22,288.85	\$22,846.08	\$23,417.23
17	\$19,707.19	\$20,298.40	\$21,534.60	\$22,180.64	\$22,846.06	\$23,417.21	\$24,002.64
18	\$20,200.42	\$20,806.44	\$22,072.98	\$22,735.17	\$23,417.22	\$24,002.65	\$24,602.72
19	\$20,704.81	\$21,325.95	\$22,624.80	\$23,303.54	\$24,002.65	\$24,602.71	\$25,217.78
20	\$21,222.84	\$21,859.53	\$23,190.41	\$23,886.12	\$24,602.71	\$25,217.77	\$25,848.22
21	\$21,753.25	\$22,405.85	\$23,770.17	\$24,483.28	\$25,217.78	\$25,848.22	\$26,494.43
22	\$22,297.30	\$22,966.22	\$24,364.44	\$25,095.37	\$25,848.23	\$26,494.44	\$27,156.80
23	\$22,853.75	\$23,539.36	\$24,973.53	\$25,722.74	\$26,494.42	\$27,156.78	\$27,835.70
24	\$23,426.29	\$24,129.08	\$25,597.88	\$26,365.81	\$27,156.79	\$27,835.71	\$28,531.60
25	\$24,011.25	\$24,731.59	\$26,237.83	\$27,024.97	\$27,835.72	\$28,531.61	\$29,244.90
26	\$24,611.06	\$25,349.39	\$26,893.79	\$27,700.60	\$28,531.62	\$29,244.91	\$29,976.03
27	\$25,226.98	\$25,983.79	\$27,566.11	\$28,393.09	\$29,244.88	\$29,976.01	\$30,725.41
28	\$25,857.78	\$26,633.51	\$28,255.27	\$29,102.92	\$29,976.01	\$30,725.41	\$31,493.55
29	\$26,503.45	\$27,298.56	\$28,961.65	\$29,830.50	\$30,725.42	\$31,493.55	\$32,280.89
30	\$27,166.47	\$27,981.46	\$29,685.69	\$30,576.27	\$31,493.55	\$32,280.89	\$33,087.91
31	\$27,845.60	\$28,680.97	\$30,427.84	\$31,340.68	\$32,280.90	\$33,087.92	\$33,915.12
32	\$28,542.09	\$29,398.35	\$31,188.53	\$32,124.18	\$33,087.91	\$33,915.11	\$34,762.98
33	\$29,255.91	\$30,133.59	\$31,968.26	\$32,927.30	\$33,915.12	\$34,763.00	\$35,632.08
34	\$29,987.10	\$30,886.71	\$32,767.45	\$33,750.48	\$34,762.99	\$35,632.07	\$36,522.87
35	\$30,736.87	\$31,658.98	\$33,586.64	\$34,594.24	\$35,632.07	\$36,522.87	\$37,435.94
36	\$31,505.22	\$32,450.37	\$34,426.31	\$35,459.10	\$36,522.87	\$37,435.94	\$38,371.84
37	\$32,292.17	\$33,260.94	\$35,286.97	\$36,345.58	\$37,435.95	\$38,371.85	\$39,331.14
38	\$33,100.19	\$34,093.19	\$36,169.13	\$37,254.21	\$38,371.83	\$39,331.13	\$40,314.41
39	\$33,926.80	\$34,944.60	\$37,073.37	\$38,185.57	\$39,331.13	\$40,314.41	\$41,322.27
40	\$34,775.70	\$35,818.98	\$38,000.19	\$39,140.19	\$40,314.40	\$41,322.26	\$42,355.32
41	\$35,644.45	\$36,713.78	\$38,950.19	\$40,118.69	\$41,322.26	\$42,355.31	\$43,414.19
42	\$36,535.50	\$37,631.57	\$39,923.95	\$41,121.67	\$42,355.32	\$43,414.21	\$44,499.56
43	\$37,450.09	\$38,573.59	\$40,922.05	\$42,149.71	\$43,414.20	\$44,499.56	\$45,612.05
44	\$38,385.75	\$39,537.32	\$41,945.12	\$43,203.47	\$44,499.58	\$45,612.07	\$46,752.37
45	\$39,344.97	\$40,525.32	\$42,993.74	\$44,283.55	\$45,612.06	\$46,752.36	\$47,921.17
46	\$40,328.97	\$41,538.84	\$44,068.58	\$45,390.64	\$46,752.36	\$47,921.16	\$49,119.19

\*in same position as defined in Article 19, Section 1 (B)